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: Division of Criminal Justice & Gunnison County

Term Begins: **Term Ends:** **Grant Contract #:** 2017-DV-17-010286-07

Summary:

This is Year 3 of a Continuation Grant from the Division of Criminal Justice that provides funding for the Juvenile Diversion program. 2 copies need to be signed by County Manager Matthew Birnie on page 25.

Fiscal Impact: $11,667 cash match

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

Finance Review: (●) Required ( ) Not Required

Comments:
Continuation of ongoing item, included in 2016 adopted budget. No concerns.
ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/24/2016

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

Comments:
ok - gs

Reveiwed by: GUNCOUNTY1\gstuhr Discharge Date: 5/20/2016 Certificate of Insurance Required Yes ( ) No (●)

County Manager Review:

Comments:

Reveiwed by: GUNCOUNTY1\mbirnie Discharge Date: 5/24/2016

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted: 0

Agenda Date: 6/7/2016

Revised April 2015

Grant #	CMS #
2017-DV-17-010286-07	90435

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	8
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	27
EXHIBIT A3 – COLORADO SUPPLEMENTAL PROVISIONS FOR FFATA [NOT APPLICABLE]	30
EXHIBIT A4 – ADDITIONAL FEDERAL REQUIREMENTS [NOT APPLICABLE]	31
EXHIBIT B1 – STATEMENT OF WORK	32
EXHIBIT B2 – BUDGET AND BUDGET NARRATIVE	38
EXHIBIT C – SAMPLE OPTION LETTER	50
EXHIBIT D – SAMPLE GRANT FUNDING CHANGE LETTER	52
EXHIBIT E – SAMPLE CONTRACT AMENDMENT	54

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.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statue §19-2-203, and under statutory authority of the Division of Criminal Justice, Colorado Revised Statutes §24-33.5-503, and under applicable program rules established by the Division of Criminal Justice. Funds have been budgeted, appropriated and otherwise made available and 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 state Juvenile Diversion purpose is to prevent further involvement of juveniles in the formal justice system. Focusing on holding youth accountable for behavior while involving them in programs and activities to prevent future criminal and delinquent behavior.

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 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

The Parties respective performances under this Grant shall commence on the later of either the Effective Date or July 01, 2016. This Grant shall terminate on June 30, 2017 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 June 30, 2017. 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 $35,000, 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.

The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

In FY 2016-17	$35,000

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. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of said Budget without approval of the State. Adjustments in excess of 10% shall be authorized by the State in an amendment to this Grant. The State's total consideration shall not exceed the maximum amount shown herein.

D. Matching Funds

Grantee shall provide matching funds as provided in Exhibit B2 – Budget and Budget Narrative. Grantee shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by 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) 239-4551

B. Grantee:

Matthew Birnie, County Manager
Gunnison County
200 E Virginia
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. Colorado State Special Provisions;
ii. The provisions of the main body of this Grant;
iii. Exhibit A2- Grant Requirements;
iv. Exhibit A1 – Special Conditions;
v. 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;
vi. 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 #:90435

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:** 5/25/2016

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

The following program specific requirements are imposed by the Federal or State sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements which must be passed on to subgrant award recipients.

1. Right if Privacy for Recipients of Service and Sharing of information. The prospective Subgrantee Agency certifies, by submission of this proposal, that:
a. Pursuant to Section 223(a)(18) of the Juvenile Justice and Delinquency Prevention Act, procedures have been established to ensure that this program will not disclose program records containing the identity of individual juveniles. Exceptions to this requirement are authorization by law; consent of either the juvenile or his/her legal authorized representative; or justification that otherwise the functions of this title cannot be performed. Under no circumstances may public project reports or findings contain names of actual juvenile service recipients.
b. Necessary information will be shared appropriately among schools, law enforcement, courts and juvenile-serving agencies pursuant to the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g), as amended by Improving America's School Act of 1994 (IASA). FERPA allows schools to play a vital role in a community's effort to identify children who are at risk of delinquency and provide services prior to a child's becoming involved in the juvenile justice system.
c. Necessary information will be shared in accordance with the "Children's Code Recordsand Information Act," 19-1-301 et seq., Colorado Revised Statutes, to balance the best interests of children and the privacy interests of children and their families with the need to share information among service agencies and the need to protect the public safety.

2. In addition to the "Termination for Cause" item, 6(c) under Grant Requirements above, the subgrant may be suspended or terminated by the Division of Criminal Justice if the Subgrantee Agency fails to comply with the core requirements of the Juvenile Justice and Delinquency Prevention Act, 1974, as amended: Deinstitutionalization of Status Offenders, Section 223 (a)(12)(A); Separation of Juveniles from Incarcerated Adults, Section 223(a)(13); Removal of Juveniles from Adult Jails and Lockups, Section 223(a)(14); Disproportionate Minority Confinement, Section (a)(23).

3. If you are collecting and disbursing restitution as part of this State-funded Juvenile Diversion program, you must report the amount collected and disbursed on DCJ Form 1-B, Table B. This form is to be submitted quarterly with your financial and narrative reports, which are due fifteen (15) days after the end of each calendar quarter. NOTE: Do not report project income generated from your grant on this form. Please report any project income generated in your quarterly narrative report.

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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. [A FINAL FINANCIAL REPORT IS NOT REQUIRED FOR THIS 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.

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.

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 Colorado State Funds 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.

EXHIBIT A3- COLORADO SUPPLEMENTAL PROVISIONS FOR FFATA

NOT APPLICABLE TO STATE FUNDED GRANTS

EXHIBIT A4 - ADDITIONAL FEDERAL REQUIREMENTS

NOT APPLICABLE TO STATE FUNDED GRANTS

EXHIBIT B1- STATEMENT OF WORK

Project Summary

Project Summary:

Include a brief description of the project for which you are requesting Juvenile Diversion funds to implement. Also include target population, estimated number to be served annually and cost per person. See instructions for further information. (maximum length = 1,000 characters)

The Gunnison County Juvenile Diversion project is a pre-file program for eligible youth referred by the District Attorney to prevent them from entering the Juvenile Justice system. The target population is for first time non-violent petty, misdemeanor and felony offenders who would otherwise be filed on in District Court if not diverted. The estimated number to be served annually is 22 and the cost per person is approximately $1,590.

Project Description:

Describe the project to be implemented in this proposal. This section should clearly and succinctly describe what is going to be done and responsible parties. Address the number of clients to be served, types of services and cost per client of providing direct services. At a minimum address the following. See instructions for further information. (maximum length = 9,500 characters)

a. Program philosophy including treatment and supervision approaches.

b. Referral sources.

c. Formal and informal screening and assessment tools utilized, and purpose (e.g., substance abuse/mental health needs, appropriateness for the program, risk level, protective, recidivism, service referral, case management). Outline your process to screen, assess and refer youth to treatment based on their needs, noting whether these functions are performed in-house or referred out. If a process is not currently in place, please describe your plan to implement a screening and assessment process during the funded grant cycle.

d. Acceptance criteria for referrals and any acceptance restrictions such as age or type of crime.

e. Specific services to be provided from acceptance to discharge.

f. Provide a list of Restorative Justice Practices.

g. How graduated sanctions will be applied if a youth continues to offend while in the program.

h. Criteria for discharge from the program.

The Gunnison County Juvenile Diversion program works to divert first-time, non-violent juvenile offenders from the traditional court system into a skills based program that emphasizes positive youth development. We believe that future re-offense can be prevented if juvenile offenders take accountability and responsibility for their actions and learn new ways of thinking. This philosophy is based upon the belief that a youth can learn from mistakes and with support can change habits and learn new life skills. The approach of the Gunnison County Juvenile Diversion program has been and always will be to look at the total child, not just the offense. The supervision approach is somewhat different with each client as each youth is looked at individually and appropriate services are established depending on age, cognitive abilities, parental support etc. Focus is on fostering youth's skills and competency in areas such as family relationships, school issues, decision making, future goals i.e. college and/employment, use of pro-social free-time activities and connection to community. Referrals can be made to the school attendance advocate to meet with the client to discuss a targeted school intervention plan. Mentoring is often accessed to work on skills such as communication with parents, academic improvement, independent living such as learning to budget and future orientation plans such as jobs and/or college. Treatment approaches may include referrals to outside agencies for services such as mentoring, mental health counseling, substance use education and treatment. Under the umbrella of Juvenile Services referrals will also be considered for the HB1451 Collaborative Management Program (CMP) Family Advocacy and Support Team (FAST) to assess for appropriate multi-system services and coordination of efforts including the evidence-based model High Fidelity Wraparound.
In Gunnison County the referral source begins with law enforcement citing a juvenile into District Court for some type of criminal violation. The charges are misdemeanor and/or felony in type but could include Marijuana Possession and other petty type offenses that are summonses into District Court with the possibility of these being filed in District Court. The District Attorney reviews these juvenile cases before court each week at a juvenile team meeting that includes the District Attorney, the Juvenile Diversion Director, the HB1451 Coordinator and the Juvenile Probation Officer to determine the most appropriate course for each case and makes the ultimate decision on the referral to Juvenile Diversion. All appropriate first-time and sometimes second-time non-violent cases are assessed for potential acceptance into the Juvenile Diversion program pre-file, with the majority of the youth reviewed being referred. The Juvenile Diversion Director then contacts the parents and/or guardians and the youth involved to set up a meeting before Court to explain the referral and the specifics of the Juvenile Diversion program and answer any questions or concerns. If the parents and/or guardians agree with the referral made by the District Attorney, they advise the District Court Judge of this agreement and an appointment is then made with the Juvenile Diversion office. At this point in time, no charges have been filed on and no records kept on the youth and the court process would be terminated.
The acceptance criteria for referrals into the program are youth ages 10-17 with misdemeanor and/or felony charges at the pre-filing stage of the court process as an alternative to the filing of a petition. The acceptance restrictions would be that the youth not have prior charges or program participation unless there has been considerable time between offenses or the charge is minor by definition. The juvenile must admit guilt and take responsibility for their action and this admission is part of the signed agreement.
The Gunnison County Juvenile Diversion program strives to utilize the four general principles of effective programs listed in the Juvenile Diversion

Literature Review that include: systematic and standardized screening and assessment of youth; reduced penetration into the juvenile justice system; use of holistic, family centered interventions; and development and use of a wide network of community-based services (Cocozza et al. 938; Dembo et al., "Arbitration" 29).The specific services provided include the intake and coordination and case management of the entire process from beginning to end. At the initial meeting with the juvenile and parents a contract is signed outlining the specific requirements the juvenile will need to complete to successfully terminate from the program. The methodology with all referred juveniles starts with assessment. Through the intake process, informal assessment information is gathered on all aspects of a young person's life to include family, school, peers and interests. Motivational interviewing, an evidenced-based goal directed counseling style to help elicit change is utilized in this assessment and in all sessions. This helps to not only gain factual information but also begin to build a relationship with the youth and find subtle ways to encourage hope for a successful future. This process helps the youth in identifying strengths and talents that can be built upon as they design and start to work towards goals. Assistance is given towards identifying how to change behavior through cognitive-behavioral strategies and working with families to encourage their involvement. The intent of the case management plan is to identify and begin work on a targeted intervention of risk factors while the protective factors identified become the building blocks of an action plan. Supervision is one of the identified approaches that is proving to make an impact on risky behavioral intentions in Juvenile Diversion programs (OMNI Institute Statewide Evaluation of the DCJ Juvenile Diversion program). Supervision is implemented in the program not just through case management but in all areas of the youth's involvement through school, mentors, wraparound teams and treatment providers. Other identified approaches that are proving effective are screening and assessment, accountability and competency services and counseling. Besides the informal screening through the intake, formal screening also takes place at initial sessions in house and includes the youth taking the MAYSI-2 and SUS-1a to help identify mental health and substance use needs. After the MAYSI-2 and SUS-1a are scored, if any areas of concern are identified, referrals for counseling and/or treatment are discussed with the youth and parent(s) for intervention and support. Accountability methods for the youth include such things as performing community service, paying victim restitution, and restorative justice to include practices such as victim impact conferencing, victim offender mediation and family group conferencing. Gunnison County Juvenile Services was successful in obtaining a JAG grant to bring Restorative Justice Practices in-house. We have hired a RJ Coordinator and victim conferences are occurring with referred youth. Most juveniles are on contract for 6-9 months or longer if needed with weekly sessions initially and later if things are going well the sessions could be twice a month with weekly check-ins. If all has been successfully completed a termination session is held with the youth and parents to outline what they have learned and process and celebrate their success. Through the funding from DCJ/Juvenile Diversion grant the Gunnison County Juvenile Diversion program anticipates working with approximately 22 youth at a cost of $1590/youth.
The Gunnison County Juvenile Diversion program uses a graduated sanctions model by determining if a situation warrants increased or decreased sanctions. For minor infractions a youth may be allowed to stay in the Juvenile Diversion program with added sanctions and/or interventions that include; additional community service, counseling, referrals to FAST, and extended supervision. Sanctions applied for a youth that continues to offend is the possible filing of

charges by the District Attorney and a referral back to District Court. These youth and the circumstances are reviewed on a case by case basis. The District Attorney normally will not allow a youth to stay in the Juvenile Diversion program if there is an additional major offense committed.
Should the youth fail to successfully complete the Juvenile Diversion program, a referral back to the District Attorney's office will be made for the re-filing of the original charges. If the youth has re-offended while in the program, the new charges and the original charges will be brought back before the District Court by the District Attorney for consideration of charges being filed. These youth will be closed out as unsuccessful participants in the Juvenile Diversion program. Successful completion is determined by the youth meeting and completing all requirements of the Juvenile Diversion contract, which includes no recidivism. All charges at this point have been dropped and no further legal action is taken.

Population to be Served

Target population: Number of Juveniles Targeted to be Served

	White / Caucasian	Black / African American	Hispanic / Latino	Asian	American Indian / Alaskan Native	Nat. Hawaiian / Pacific Islander	Other / Unknown	Total
Males	10		4	0	0	0	1	15
Females	5	0	2	0	0	0	0	7
Total	15	0	6	0	0	0	1	22

Level of Juvenile Justice Involvement: Repeat Offenders, First Time Offenders

Age Range of Target Population: 10-17

Percent of Total to be Served with Limited English Proficiency: 8.00%

Provide a narrative description of the population to be served including age, gender, race/ethnicity and other characteristics of those the project is intending to serve. Describe how gender/language/cultural issues will be addressed. See instructions for further information. (maximum length = 2,000 characters)

The Gunnison County Juvenile Diversion program averages between 25-35 referrals each year, predominately male and white between the ages of 10-17. Some referrals of petty minor in possession/consumption offenders that don't meet the District Court filing level will be served through a different funding source besides this DCJ grant. For those that come from a Hispanic or Cora Indian background and are not fluent in English, interpreters will be hired on an as-needed basis to assist with culture and language issues.

Goals & Objectives

These are the elements against which the project will be evaluated and which will be used to report quarterly and final progress. Using the format below; provide project/program goal(s), objectives, outcomes, measurement and timeframe. See instructions for further information.

Goal 1: Youth will be diverted from the Juvenile Justice system by providing a Juvenile Diversion program.

	Objective	Outcome	Measurement	Timeframe
1.1	Eligible youth will be referred to the Gunnison County Juvenile Diversion program	22 youth will be served	ETO Database and County Database	7/1/2016- 6/302017
1.2	Youth will receive intake and MAYSI-2 and SUS1a screenings	90% of youth will have risk and protective factors identified and referred for additional resources if appropriate	Case file	7/1/2016- 6/30/2017
1.3	Youth will not move further into the Juvenile Justice system	90% of youth will successfully complete the program and less than 10% of youth will have charges filed during program	District Attorney, District Court and ETO Database	7/1/2016- 6/30/2017

Goal 2 (If needed):

	Objective	Outcome	Measurement	Timeframe
2.1				
2.2				
2.3				

Goal 3 (If needed):

	Objective	Outcome	Measurement	Timeframe
3.1				
3.2				
3.3				

EXHIBIT B2- BUDGET AND BUDGET NARRATIVE

Budget: Personnel

PERSONNEL (TOTALS SUMMARY)

	Annual Full Time Amount ($)	Total to be Paid by Grant Funds ($)
Totals	$91,890	$34,000

Position Title	Annual Full Time Amount ($)	Total To Be Paid By Grant Funds ($)
Juvenile Diversion Program Director/Janet Reinman	$91,890	$34,000

Personnel Details

Position Title and Name: Juvenile Diversion Program Director/Janet Reinman

	Annual Full Time Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$70,942	37.00%	$26,249
Fringe	$20,948	37.00%	$7,751
TOTALS	$91,890		**$34,000**

Budget Narrative and Justification:

(maximum length = 1,000 characters)

The Gunnison County Juvenile Diversion program requests $34,000 in grant funds to contribute to the salary of the Juvenile Diversion Program Director. The salary and fringe benefit rates are determined by Gunnison County and evaluated periodically. Cost information regarding fringe is as follows: $10,500 for Medical, $627 for Dental, $17 for Life Ins, $2,128 401 3% Match, $1,419 457 2% Match, $5,427 Social Sec/Medicare and $830 Match for Worker's Comp Premium for a total of $20,948. The grant funding will be utilized in combination with the funding from Gunnison County to provide a full time position. The tasks for the Project Director include the oversight, administration and supervision of the program. Initial meeting with the youth and parent(s) is held to explain the program and establish willingness to participate and sign the Juvenile Diversion contract outlining all requirements necessary for successful completion.

Budget: Personnel (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

	Amount Recommended ($)	Match ($)
Total	$34,000	$11,667

Position	Type of Match	Budget Narrative and Justification	Total ($)
Program Director	Cash	The source of the cash match is Gunnison County.The County portion of the total premium annually includes the Medical, Dental and Life Contribution...	$11,667

Personnel Details (Match)

Position: Program Director

(maximum length = 50 characters)

Type of Match: Cash

Budget Narrative and Justification:

Include source of match and a solid description of how those funds will be spent. (maximum length = 1,000 characters)

The source of the cash match is Gunnison County.The County portion of the total premium annually includes the Medical, Dental and Life Contribution for a total of $11,144, a 3% match of salary for the 401 retirement contribution for a total of $2,128, a 2% match of salary for the 457 retirement contribution for a total of $1,419 and 7.65% for FICA, Social Security and Medicare for a total of $5,427 and $830 for the workman's compensation premium $830 that is calculated through a classification of job duties in the County times the salary rate. Total fringe benefits is $20,948. There is a 25% County match for salary and benefits in the amount of $22,972.50, but only $11,666 is needed for match to meet the 25% matching requirement.

Total($): $11,667

Budget: Supplies & Operating

Totals Summary

	Amount Recommended/ Requested ($)
Total	$0

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

Budget: Supplies & Operating (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$0	$0

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

Budget: Travel

Totals Summary

	Amount Recommended/ Requested ($)
Total	$0

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

Budget: Travel (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$0	$0

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

Budget: Professional Services / Consultants

Please refer to the application instructions when completing your application budget. The instructions contain specific detailed information that will help to ensure the budget you submit is sufficient, complete and accurate.

List each consultant/contractor separately. Include a description of the services provided with justification and the basis for determining the cost for each item. Be sure to explain how the hourly or flat rate was determined.

A DCJ Form 16 that is equal to the amount listed must be provided for each consultant/contractor once application is approved for funding.

To assist with the DCJ performance measures and reporting requirements, applicants are required to budget $1,000 to OMNI Institute in the professional Services/consultants section for use of an electronic reporting and evaluation system.

Totals Summary

	Amount Recommended/ Requested ($)
Total	$1,000

Item	Budget Narrative and Justification	Total ($)
OMNI Institute	Electronic reporting and evaluation system for DCJ ETO.	$1,000

Professional Services/Consultants Details

Item: OMNI Institute

Budget Narrative and Justification:

(maximum length = 1,000 characters)

Electronic reporting and evaluation system for DCJ ETO.

Total($): $1,000

Budget: Professional Services / Consultants (Match)

For amounts listed under cash or in-kind match, please provide an explanation regarding the type and source of the matching funds. See instructions for allowable match.

Totals Summary

	Amount Recommended ($)	Match ($)
Total	$1,000	$0

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

Budget: Total Request

	Amount Recommended/ Requested ($)	Match ($)	Total Budget ($)
PERSONNEL	$34,000	$11,667	$45,667
SUPPLIES & OPERATING	$0	$0	$0
TRAVEL	$0	$0	$0
PROFESSIONAL SERVICES/CONTRACT CONSULTANTS	$1,000	$0	$1,000
GRAND TOTAL	$35,000	$11,667	$46,667

Calculated Match Percentage (%): 25.00%

Additional Project Funding

Will this project be funded using ADDITIONAL FUNDS other than those provided from this grant? Yes

If "Yes", list the type and approximate amount of other funding that will be used to support this project.

	Description	Amount ($)
Federal		
State		
County Government		$35,000
Municipal Government		
Private		
Other (Specify)	Client Fees	$2,000
	ADDITIONAL PROJECT FUNDING TOTAL:	$37,000

DUNS(+4) Number: 133115220

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