# AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

**Agenda Item:** Ratification of Chairperson Signature; State of Co

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:** **Term Ends:** **Grant Contract #:**

**Summary:**

Please see the attached for ratification of Chairpersons signature

**Fiscal Impact:**

**Submitted by:** Josh Ost **Submitter's Email Address:** jost@gunnisoncounty.org

**Finance Review:** (●) Required ( ) Not Required

Comments:
No conerns, ln

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 10/12/2017

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

Comments:
ok db 10/13/17

Reveiwed by: GUNCOUNTY1\dBaumgarten Discharge Date: 10/13/2017 Certificate of Insurance Required Yes ( ) No (●)

**County Manager Review:**

Comments:

Reveiwed by: GUNCOUNTY1\khaase Discharge Date: 10/13/2017

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

Agenda Date: 10/17/2017

*Revised April 2015*

**Routing # CMS #**

**STATE OF COLORADO**
**Colorado Department of Higher Education**
**Grant Agreement**
**with**
**Western State Colorado University Foundation and**
**Gunnison County, Hinsdale County, Ouray County, Saguache County, and San Miguel County**

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## 1. PARTIES

This Grant Agreement (hereinafter called "Grant") is entered into by and among Western State Colorado University Foundation (hereinafter called "Grantee"), Gunnison County, Hinsdale County, Ouray County, Saguache County, and San Miguel County (hereinafter called "Counties"), and the STATE OF COLORADO, acting by and through the Colorado Department of Higher Education on behalf of the Colorado Opportunity Scholarship Initiative (hereinafter called the "State" or "CDHE").

## 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 C.R.S. § 23-3.3-1001, *et seq.*, and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. § 23-3.3-1005 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**

This Grant Agreement addresses the second phase of the Scholarship Initiative, which is to build a scholarship fund leveraged by matching funds from nonprofit and private donors designed to incentivize increased scholarship giving in the State of Colorado. These dollars are intended to complement the services offered by student support programs that received funding during the first phase of the Scholarship Initiative, and to expand upon other student support services in the state.

Grant awards for matching student scholarships are intended to generate greater availability of scholarship dollars for Colorado students demonstrating need, promote scholarship programs that include student support services, encourage communities to create or leverage foundations that assist students with the costs of higher education and encourage pursuit of a degree or credential, and to align tuition assistance programs with workforce development programs.

The Scholarship Initiative shall distribute grants for matching student scholarships to entities committed and able to provide matching funds, and not directly to students. Grants will be awarded in three specific categories: County-based grants, Institution of Higher Education Grants, and Workforce Development grants. Criteria for matching student scholarships in each of the three categories will be determined and published annually in the initiative's request for proposal for matching student scholarship grants.

The Counties are grant recipients in the County-based category of matching student scholarship grants. Per the Counties' response to the initiative's request for proposal for matching student scholarship grants, herein incorporated by reference, the Counties have designated Grantee to receive and administer Grant Funds designated to provide student tuition assistance in the Gunnison County, Hinsdale County, Ouray County, Saguache County, and San Miguel County areas. CDHE, the Counties, and Grantee agree that (i) Grantee will receive and administer such Grant Funds in accordance with all requirements of 8 CCR 1504-9, (ii) Grantee will provide those Services described in **Exhibit A**, the Statement of Work, (iii) Grantee will contribute matching funds in an amount equivalent to the amount provided by the State, up to the maximum amount set forth in **§7.A**, and (iv) Grantee will timely provide proof of matching funds prior to disbursement of funds by the State using the commitment letter, attached as **Exhibit D**.

**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 A**.

**B. Evaluation**

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

**C. Exhibits and other Attachments**

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Statement of Work), **Exhibit B** (Annual Budget), **Exhibit C** (Grantee Report), and **Exhibit D** (Commitment Letter).

**D. Fiscal Year or FY**

"Fiscal Year" or "FY" means the State's fiscal year, which begins on July 1 of each calendar year and ends on June 30 of the following calendar year.

**E. Goods**

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

**F. 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.

**G. Grant Funds**

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

**H. Matching Funds**

"Matching Funds" means scholarship funds raised by Grantee to satisfy the 1:1 funding match required by 8 CCR 1504-9 §2.04. Qualifying funds shall be funds that are raised or designated by Grantee specifically to satisfy the 1:1 contribution requirement for the purposes of this Grant and funds that were not previously directly or indirectly used to support existing scholarships.

**I. Party or Parties**

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

**J. Program**

"Program" means the Colorado Opportunity Scholarship Initiative grant program that provides the funding for this Grant.

**K. 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 A.**

**L. Services**

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

**M. Subgrantee**

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

**N. Tuition Assistance**

"Tuition Assistance" means financial assistance to an eligible student of an eligible institution, including such financial assistance as is necessary to pay the costs of tuition, fees, books, housing, food, and transportation.

**O. Work**

"Work" means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and **Exhibit A**, 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 Effective Date. This Grant shall terminate June 30, 2019 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.

## 6. STATEMENT OF WORK

### A. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** on or before June 30, 2019. 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.

### 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 **$32,372.00**, 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 A**. The maximum amount payable by the State to Grantee during each State fiscal year of this Grant shall be:

| |
|---|
| **$18,000.00 in FY 2017/2018** |
| **$14,372.00 in FY 2018/2019** |

### B. Payment

#### i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant or in **Exhibit A** 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 invoices to the State in the form and manner set forth and approved by the State.

#### 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. Invoice Schedule**

The State will disburse Grant Funds to Grantee according to the invoice schedule, attached as **Exhibit B**. Disbursements according to the invoice schedule are contingent on the Grantee's ability to raise matching funds for the purpose of this Grant. Payments of Grant Funds per the invoice schedule will not be administered until proof of funds (**Exhibit D**) has been received to the satisfaction of CDHE. The invoice schedule will reflect that matching funds provided by Grantee shall be used prior to the distribution of Grant Funds for the benefit of individual students receiving scholarships.

**C. Use of Funds**

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit B,** the Budget. Grantee may adjust budgeted expenditure amounts up to 10% within each line item of the Budget without approval of the State, so long as the Grantee provides CDHE with advance notice of adjustments to the Budget in writing. 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 on a 1:1 basis as stated in **Exhibit B** and 8 CCR 1504-9 §2.04.1.1, up to the maximum amount set forth in **§7.A**. Grantee shall report to the State regarding the fundraising status of such funds using the commitment letter, attached as **Exhibit D**.

**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 submit a report to the State upon expiration or before termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in **Exhibit A.**

**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 CDHE.

**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 three 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 three 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. 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.

**D. Signatures/E-delivery**

Electronic and scanned signatures shall have the same legal effect and can be enforced in the same way as a written signature shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

**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:

**iii. 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.

**iv. 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.

**v. 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.

**vi. Additional Insured**

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

**vii. 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.

**viii. Cancellation**

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 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.

**ix. 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.

**x. 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.

**xi. 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)**.

**xii. 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:

**xiii. 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.

**xiv. Withhold Payment**

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

**xv. 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.

**xvi. 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.

**xvii. 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:**

| |
|---|
| Shelley Banker |
| Director – Colorado Opportunity Scholarship Initiative |
| Colorado Department of Higher Education |
| 1560 Broadway, Suite 1600 |
| Denver, CO 80202 |
| shelley.banker@dhe.state.co.us |

**B. Grantee:**

| |
|---|
| Thomas F. Burggraf, Jr. |
| Foundation Director |
| Western State Colorado University Foundation |
| 909 E Escalante Drive |
| Gunnison, CO, 81230 |
| tburggraf@western.edu |

**C. Gunnison County:**

| |
|---|
| Phil Chamberland |
| Chair, Board of County Commissioners |
| Gunnison County |

| |
|---|
| 200 E. Virginia Avenue |
| Gunnison, CO 81230 |
| pchamberland@gunnisoncounty.org |

**D. Hinsdale County:**

| |
|---|
| Stan Whinnery |
| Chair, Board of County Commissioners |
| Hinsdale County |
| P.O. Box 277 |
| Lake City, CO 81235 |
| district3@ hinsdalecountycolorado.us |

**E. Ouray County:**

| |
|---|
| Ben Tisdel |
| Chair, Board of County Commissioners |
| Ouray County |
| P.O. Box C |
| Ouray, CO 81427 |
| btisdel@ouraycountyco.gov |

**F. Saguache County:**

| |
|---|
| Jason Anderson |
| Chair, Board of County Commissioners |
| Saguache County |
| P.O. Box 100 |
| Saguache, CO 81149 |
| commissioners@saguachecounty-co.gov |

**G. San Miguel County:**

| |
|---|
| |
| Chair, Board of County Commissioners |
| San Miguel County |
| P.O. Box 1170 |
| Telluride, CO 81435 |
| bocc@sanmiguelcountyco.gov |

**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 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 exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State.

**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 GRANT MANAGEMENT SYSTEM**
If the maximum amount payable to Grantee under this Grant is $100,000 or greater, either on the Effective Date or at any time 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 Grant management system.

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 Grant 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 Grant 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 CDHE, 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**

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; 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**

**xviii. 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.

**xix. 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:

**xx.** Colorado Special Provisions,
**xxi.** The provisions of the main body of this Grant,
**xxii. Exhibit A,**
**xxiii. Exhibit B,**
**xxiv. Exhibit C,**
**xxv. Exhibit D.**

**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, except that the Counties shall be third-party beneficiaries of this Grant. 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.

**21. COLORADO SPECIAL PROVISIONS**

These Special Provisions apply to all Grants except where noted in italics.

**A. 1. 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. 2. 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. 3. 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. 4. 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. 5. 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. 6. 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. 7. 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. 8. 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. 9. 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. 10. 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. 11. 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. 12. 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.

SPs Effective 1/1/09

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**22. SIGNATURE PAGE**
Grant Routing Number

**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**
**Western State Colorado University Foundation**

By: Thomas F. Burggraf, Jr.
Title: Executive Director

*Signature

Date: 10/9/17

**COUNTY,**
**Gunnison County**

By: Phil Chamberland
Title: Chair, Board of County Commissioners

*Signature

Date: 10/10/17

**COUNTY,**
**Hinsdale County**

By: Stan Whinnery
Title: Chair, Board of County Commissioners

*Signature

Date: _____

**COUNTY,**
**Ouray County**

By: Ben Tisdel
Title: Chair, Board of County Commissioners

*Signature

Date: _____

**COUNTY,**
**Saguache County**

By: Jason Anderson
Title: Chair, Board of County Commissioners

**STATE OF COLORADO**
**John W. Hickenlooper, Governor**
Department of Higher Education
Colorado Opportunity Scholarship Initiative

By: Dr. Kim Hunter Reed – Executive Director
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

Date: _____

| | |
|---|---|
| _____<br>*Signature<br><br>Date: _____<br><br>**COUNTY,**<br>**San Miguel County**<br><br>By:<br>Title: Chair, Board of County Commissioners<br>_____<br>*Signature<br><br>Date: _____ | |

**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:**_____

For Michelle Zale, Controller, Colorado Department of Higher Education
Catherine Olukotun, State Controller Delegate, Colorado Department of Higher Education

**Date:**_____

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**EXHIBIT A – STATEMENT OF WORK**

## 1. GRANTEE GOALS AND OBJECTIVES

### 1.1 Grantee Goals:

With the combined total of $64,744.00 in State allocation and matching funds provided by Western State Colorado University Foundation (WSCU), Grantee will use matching scholarship grant funds to provide transformational, life-changing and valuable postsecondary opportunities to students from the counties of Hinsdale, Ouray, Saguache and San Miguel Counties. Grantee will use these funds to award between one (1) and six (6) one-year scholarships from each county partner.

**Objective 1: Scholarships** Award between one (1) and six (6), one-year scholarships of up to $7,000, for each county partner; Gunnison, Hinsdale, Ouray, Saguache, and San Miguel. All awards will be contingent on eligibility, student's academic performance and availability of funds from each county's allocation amount.

**Objective 2: Student Support**

Scholarship recipients will have access to student support services available on campus. The Academic Resource Center (ARC) is home to programs that support student success throughout their time at WSCU. ARC offers academic assistance, supplemental instruction, peer academic leaders, and career services, among others. The Multi-Cultural Center (MCC), open to all students, helps students with academic and community support, and immersion. Numerous student clubs, such as the Amigos, Black Student Alliance, and the Asian Pacific Islanders Club, will help scholarship recipients ensure and quickly engineer the support they need for success at WSCU.

In addition, our scholarship program consists of three principle components that pairs each awardee with a faculty mentor – and the pair meets three times each semester for sessions in: Mentorship, Internship, and Scholarship opportunities. Each meeting will consist of actionable outcomes intended to provide targeted, and above all, customized support and guidance for student success. Specifically, WSCU and the faculty mentor are committed to help students with leadership and professional workforce development, internships and practicum, access to new opportunities, and funding.

**Objective 3: Fundraising**

Western State Colorado University Foundation has supported the University and ENVS in raising the match for this program through the institution's scholarship program. WSCU has garnered support from the University's Cabinet, consisting of the President and administrators.

The source of the funds are from two principal sources:

a) Surplus from the Master of Environmental Management (MEM) program, and

b) The University's scholarship funds will be raised through a suite of private donations.

## 2. GRANTEE IMPLEMENTATION PLAN

### 2.1 Timeline

Scholarship awards will be dispersed annually to students in fall either of the following: 2017-2018, 2018-2019 academic years.

## 3. ASSURANCES

Grantee agrees to the following Assurances:

1. Grantee will annually provide DHE and the Counties with evaluation information required by Exhibit C.
2. Grantee will work with and provide requested data to DHE for the Colorado Opportunity Scholarship Initiative Matching Student Scholarship Grant within the time frames specified in the Data Use Agreement between Grantee and State, to be executed simultaneously with this Grant.
3. During year one, a mandatory one-day review of grant goals will be required for grant managers.
4. Grantee will not discriminate against any student with regard to race, gender, national origin, color, disability, or age.
5. Grantee will provide proof of matching funds provided by an approved matching partner, as outlined in Exhibit D.
6. Grant Funds will be used to provide tuition assistance dollars as defined in this Grant and Grant Funds will be administered by the appropriate fiscal agent.
7. Funded projects will maintain appropriate fiscal and program records and fiscal audits of this program will be conducted by the Grantee as a part of its regular audits.
8. If any findings of misuse of these Grant Funds are discovered, Grant Funds will be returned to CDHE.
9. Grantee will maintain sole responsibility for the project even though Subgrantees may be used to perform certain services.
10. Grantee will comply with any applicable state and federal rules and regulations governing the distribution of scholarships, including all requirements imposed by 8 CCR 1504-9.
11. Grantee will distribute Grant Funds only to Colorado students whose income is determined to be between 0 and 100% or between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants. Grantee agrees that, to the extent possible, scholarships will be evenly distributed between students who are eligible for federal PELL grants and students whose household incomes are determined to be between 100 and 250% of the maximum permissible income for the purpose of determining eligibility for PELL grants.
12. Grantee agrees to consider the following criteria when determining a student applicant's eligibility to receive tuition assistance: courses of study, commitment to academic achievement, work experience, community involvement, and extracurricular activities.
13. Designated staff members will attend two, one-day leadership and best-practices symposia during each calendar year of the grant cycle.
14. Project modifications and changes in the approved budget must be requested in writing and be approved in writing by DHE **before** modifications are made to the expenditures. Grantee must contact Shelley Banker (shelley.banker@dhe.state.co.us, 303-974-2673) prior to making any modifications to the approved budget.

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**EXHIBIT B – BUDGET**

| Summary of Budget for FY 17-18 and 18-19 | |
|---|---|
| Fall 2017 – Spring 2019 Between one (1) and six (6), one-year scholarships of up to $7,000, for each county partner | **$32,372** |

The State will disburse Grant Funds to Grantee according to the invoice schedule below. The invoice schedule is contingent on the Grantee's ability to raise 1:1 matching funds for the purpose of this Grant. Payments from the State per the invoice schedule will not be administered until proof of funds (using the template attached as **Exhibit D**) has been received. The invoice schedule shall first outline the use of matching funds, prior to the distribution of state funds for the benefit of individual students receiving scholarships. The Grant start date will be the effective date. The Grant termination date will be June 30, 2019. The State intends to administer one (1) payment in FY 2017-2018, and one (1) payment in FY 2018-2019.

| Proposed Invoice Schedule | | | | |
|---|---|---|---|---|
| **Month** | **Year** | **CDHE Amount** | **Match Amount** | **Source** |
| JUL | 2017 | | $18,000 | Grantee Match |
| JUL | 2017 | $18,000 | | Colorado Department of Higher Education |
| JUL | 2018 | | $14,372 | Grantee Match |
| JUL | 2018 | $14,372 | | Colorado Department of Higher Education |
| **Total** | | **$32,372** | **$32,372** | **Total Award Amount including Grantee Match** |

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**EXHIBIT C – GRANTEE REPORT**

Grantee must submit a performance report to DHE and the Counties on or before June 30, 2018, following the completion of the first year of grant funding and on or before June 30, 2019 following the completion of the second year of grant funding.

1. Grantee will provide a brief description (1-2 pages) of the current status of Grantee's project. Grantee will describe the extent to which Grantee has implemented all program activities and components planned for this reporting period. Grantee will highlight major outcomes, successes, and concerns.
2. The mission of the Colorado Opportunity Scholarship Initiative is to increase postsecondary credential completion and preparedness of Colorado students to earn a livable wage, graduate with less debt, and positively contribute to the growth of their state's economy. Grantee will describe the ways in which Grantee's project is furthering the mission of the Scholarship Initiative. The written portion of the Grantee Report is an opportunity to share qualitative data and special circumstances that otherwise would not be reflected in quantitative results.
3. Grantee will describe the progress that Grantee's project has made towards accomplishing the objectives of Grantee's project for the applicable reporting period as outlined in Exhibit A, Statement of Work. Grantee will list all objectives in the table below, and indicate what activities have taken place, the quantitative results of those activities, and actions required (what, if any, changes do you intend to make in response to the results that you have seen?). Grantee may change the page layout of this table to landscape, if needed.

| **Objectives:** List the approved objectives from you grant application. | **Activities:** List the activities that have been conducted to meet the objective. | **Results:** Has the objective been met? If not, what progress have you made in reaching the objective? | **Actions Required:** Are you planning to make changes to the grant in response to the results? |
|---|---|---|---|

4. Annual program benchmarks. Using information provided pursuant to the Data Use Agreement, the State will evaluate Grantee's program and community on the measurements based on the evaluation criteria as defined in 8 CCR 1504-9. Grantee may be required to participate in additional research in addition to those listed in this Grantee Report.
    - Reductions in remediation rates and associated costs;
    - Increases in graduation rates;
    - Reductions in average time required to earn a degree;
    - Increases in student retention rates;
    - Reductions in disparities between the academic achievements of certain student populations based on demographic, geographic, and economic indicators;
    - Adoption of best practices for student support services;
    - Fulfillment of local workforce needs;
    - Reductions in student loan debt;
    - Improvements in tuition affordability; and
    - Improvements in students' access to federal grant programs and other federal sources of support for postsecondary students.

**EXHIBIT D – EXAMPLE PROOF OF FUNDS LETTER**

[Date]

Shelley Banker
Deputy Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1560 Broadway Street, Suite 1600
Denver, CO 80210

Dear Shelley,

May this letter serve as [Grantee's] certification that [amount] in new scholarship dollars have been raised to match the State's allocation of 1:1 Matching Student Scholarship grants.

These new funds were raised leveraging the state's match, and were obtained from the following sources:

[State source of funds.]

- Individuals:
- Foundations:
- Corporations:
- Special Events:
- Other:
- **Total**:

With the signature(s) below, the board of [grantee] agrees to the above statements.

Signature _____ Date_____
[title]

Signature _____ Date_____
[title]

Signature _____ Date_____
[title]

Signature _____ Date_____
[title]