Grant #	CMS #	CFDA #	State/Federal Award #
2015-DJ-15-008515-07-1	83071	16.738	2015-MU-BX-0390

STATE OF COLORADO

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

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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.

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4. DEFINITIONS

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

A. Budget

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

B. Equipment

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

C. Evaluation

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

D. Exhibits and other Attachments

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

E. Forms

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

F. Goods

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

G. Grant

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

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

B. Two Month Extension

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

C. State's Option to Extend

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

6. STATEMENT OF WORK

A. Completion

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

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

B. Goods and Services

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

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iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

v. Retroactive Payments

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

C. Use of Funds

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

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

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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.

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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.

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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

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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

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iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

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

B. Grantee:

Robert Rowland, Commissioner
Elbert County
P.O. Box 7
Kiowa, CO 80117-0007
Robert.Rowland@elbertcounty-co.gov
303-621-3132

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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

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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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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.

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22. SIGNATURE PAGE

Routing #:83071

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: County of Elbert
By: Robert Rowland, Commissioner
Signature: _____ Date: _____

STATE OF COLORADO

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

LEGAL REVIEW

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

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER

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

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22. SIGNATURE PAGE

Routing #:83071

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GRANTEE

Agency or Organization: County of Elbert
By: Robert Rowland, Commissioner
Signature: _____ Date: _____

STATE OF COLORADO

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

LEGAL REVIEW

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

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STATE CONTROLLER

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

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

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

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

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

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

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

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

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

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

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

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

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

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

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

4. PROCUREMENT AND CONTRACTS

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

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

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

8. MATCH

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

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

Federal Funding Grid

Federal Award Number	**2015-MU-BX-0390**
Federal Award Office	Office of Justice Programs (OJP)
Federal Award Agency	Bureau of Justice Assistance
Federal Award Number	09/23/2015
Total Amount of Federal Award (this is not the amount of this grant agreement)	$2,587,649
-	-
Total Amount of Federal Funds Obligated for ALL projects from DCJ for the above listed funding source for this Grantee	$30,000
Is this Award for Research and Development (R&D)?	No

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

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

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

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

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

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

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

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

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

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

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B. CONFERENCE COSTS

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

C. PROHIBIT USE OF FUNDS FOR ACORN AND ITS SUBSIDIARIES

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

D. COMPUTER NETWORK REQUIREMENT

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

E. DUPLICATION OF FUNDING

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

F. NON-SUPPLANTING OF FUNDS

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

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

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

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

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

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

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D. COMPLYING WITH THE SAFE STREETS ACT

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

E. ENSURING ACCESS TO FEDERALLY ASSISTED PROGRAMS

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

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

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

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

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I. ENSURING THE COMPLIANCE OF SUBGRANTEES

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

J. STUDENTS AND GUARDIANS

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

5. FRAUD, WASTE, ERROR AND ABUSE

A. REPORTING

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

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

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

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

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

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

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

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A. Standard Assurances

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

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

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

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

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

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

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

(7) If a governmental entity:

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

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

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D. FEDERAL TAXES

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

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

E. CERTIFICATION REGARDING A DRUG FREE WORKPLACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (FFATA)

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

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As stated, Elbert County encompasses 1,854 square miles and is 100% rural. The under-served population targeted for services is, any victim affected by crime that resides in Elbert County. The Victim and Witness Protection Act of 1982 states that victims and witnesses should receive "fair treatment standards" in the criminal justice system. The Elbert County Sheriff's Office Victims' Assistance project is essential to being able to meet law enforcement requirements by providing services to victims. In order to give this support, this project, has a victims' advocate on call 24 hours a day 7 days a week. Many victims' assistance projects utilize volunteers to assist in providing these services. Being a rural county, one barrier this project has is the recruitment of volunteers. The volunteer pool is even more limited due to the rural setting. Additional barriers are travel time and expense to the volunteers. Travel time and expenses are more impacted due to extreme travel conditions, such as, blizzards, closed highways, snow drifts, icy roads, accidents, long travel distances and travel times. Also a contributing factor is most residents work outside of the Elbert County jurisdictions; therefore, call response times can be significantly increased. Hence, it is essential to retain a full-time Victims' Advocate Coordinator who works 40 hours a week and is assisted and supported by a full time Victims Advocate who also works 40 hours a week, and a part time advocate who works 8 hours a month. These trained professionals, who are uniquely qualified to assist rural victims, provide crucial support and resources in a time of crisis. In addition, the project provides ongoing support, information during an investigation, assistance in return of property, filing for victim compensation, victim notifications related to defendant's incarceration status, education of the judicial system and knowledge of available resources to a rural populace that would otherwise not receive such information. In 2014, the Elbert County Victims' Assistance project supported 323 victims with 907 victim services provided. The VA project estimates that crime in Elbert County will increase in the year 2015 which increases the number of victims which, in turn, will also increase the services that will need to be provided. The On-Call Advocate has a salary of $330.00 a month totaling $4,263 with fringe benefits per year. This is paid in full by a VOCA grant. Less than 1% of the Victims' Assistance's salary is supported by Kiowa Police Department. The ECSO supports the VA project with providing vehicles for all VA staff members. ECSO covers insurance, fuel, and maintenance on these vehicles totaling $15,000.00. ECSO also supports the project's employees with partial coverage for training materials, conferences, uniforms, office supplies and miscellaneous items totaling $14,000.00. The VOCA grant covers a small percent of these items also. The ECSO covers the project's full time employees' benefits $26,734.00. Last, the ECSO supplements the remaining percent of the project's full time employee's salary. As of 2015 the Victims' Advocate Coordinator and full time Victims' Advocate salary is a total of $90,000 per year. A percentage of this salary comes from VALE. In 2012-2013 VALE granted this project $72,265.00. In 2013-2014 VALE granted the VA project $65,090.00. The VALE grant cut their funding by 13% in the year 2014-2015 totaling a payout of $56,243.00. The VALE grant announced for 2015-2016 year they will be cutting their funds again by another 12.53%, estimating that VALE with again reduce funding to $49,198. This is a significant cut in funding and in order for this project to be effective it is imperative that additional funding be provided so that the Elbert County Sheriff's Office can retain these positions. The JAG grant will supplement the significant cut this project has received from the VALE grant, with the ESCO still contributing the largest percent to the success of this project.

The Victims' Assistance project provides training opportunities to all law

EXHIBIT B1- STATEMENT OF WORK

Goals & Objectives

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

Goal 1: The Elbert County Sheriff's Office Victim Assistance project will maintain the efficiency and effectiveness of victim services.

	Objective	Outcome	Measurement	Timeframe
1.1	The VA project will provide 24 hour 7 days a week coverage for victims.	Intended impact is to provide exceptional services to victims who reside in Elbert County.	This objective will be measured by the number of victims supported. Documentation for staff is found in CHIC.	12 month grant period
1.2	The VA project will provide coverage to victims for crisis call outs and follow up services.	Intended impact is to increase services for victim; victims' rights are being afforded, victim's needs are being met, victims understand how the criminal justice system works, victims feel supported.	This objective will be measured by the number of services provided to the victims.	12 month grant period
1.3				

Goal 2 (If needed): The Elbert County Victim Assistance project will improve law enforcement satisfaction of response times and services provided by advocates.

	Objective	Outcome	Measurement	Timeframe
2.1	ECSO personnal and Kiowa PD will be surveyed regarding the victim advocate project. The project will be evaluated on areas of Accessibility, Structure, Process, and Outcomes. A minimum of 40 surveys will be reviewed by the project for suggestions and comments on improving services.	Personnel report satisfaction with the VA project providing tools to make a successful project.	This objective will be measured by the satisfaction surveys.	12 month grant period, response will be submitted with the final report.
2.2	The Victim Advocate project will offer at least 1 crime victim service related training to ECSO personal and local law enforcement personal with at least an 80% attendance.	Personnel increases their knowledge and understanding of the VA project this increases the utilization of victim advocate services with VRA related crimes.	This will be measured by the number of trainings and the recorded number of attendance.	12 month grant period
2.3				

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The Elbert County Victims Assistance overall project evaluation plan is to ensure that every victim of crime and every Elbert County Resident is provided support, advocacy and education in their time of need. Through intervention, advocacy, and education the Victim Assistance project provides support to individuals in a manner that empowers them to recover from traumatic events. In Goal 1, objectives 1 and 2, the measuring tool to collect data is managed by an application called CHIC Case History Information in Colorado. Victims will have increased access to a support system with advocates on call 24 hour a day, 7 days a week; this data is entered by advocates on victims served and services provided to those victims. This application also documents every contact the advocate has and which services were provided; each victim potentially could have multiple documents submitted. The data collection will assist in analyzing the victims and the services provided and those the victims have received. This documentation allows advocates to better analyze and assist victims during the multiple stages of their crisis.
The data collected from the surveys in Goal 2, objective 1 will help measure the satisfaction of the Victims project performance. This information will help the Victim Assistance improve the quality and performance that victims and law enforcement personnel receive from this project. These surveys are anonymous which gives law enforcement personnel the opportunity to be truthful about the program which otherwise might be compromised. This information is also essential in maintaining quality service performed by the Victim Assistance project.
The data collected in Goal 2, objective 2 will help increase the knowledge of victims' rights and the understanding of what the Victim Assistance project is about. Accurately tracking the number of attendees for these trainings will assist in compiling data to ensure that the majority of law enforcement the advocates in this project works with is trained and up to date with victims' rights and laws pertaining to victims of crime. Educating law enforcement will aid in developing the success of the Victim Assistance project, in that victims will be informed from the beginning about resources that are available to help them.
The 3rd goal with objectives 1 and 2 will help improve the project by increasing the knowledge and awareness of victim services available in Elbert County. This not only increases victims' knowledge of support offered by ECSO Victim Assistance project, but educates the residents of Elbert County as a whole.
The Victim Assistance project not only supports victims of VRA crimes, but supports any individual who needs assistance within the criminal justice system. The Elbert County Victim Assistance project will assist any victim of a crime or individuals who need support that have not received assistance from law enforcement. The Victim Assistance project assists but is not limited to providing help with; protection orders, counselor referrals, support though the criminal justice system, and any resources that may be available to them. These community events in the past have been extremely successful to educate, inform and provide knowledge of the Victim Assistance project to the residents of Elbert County.

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Personnel Details

Position Title and Name: Victims' Advocate Coordinator Joni Schiefelbein

	Annual Full Time Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$15,000	100.00%	$15,000
Fringe			$0
Overtime			$0
Fringe for OT			$0
TOTALS	$15,000		$15,000

Budget Narrative and Justification:

(maximum length = 1,000 characters)

The Elbert County Victim's project is staffed by dedicated victim advocates that help individuals who have been victimized or who have otherwise experienced trauma. Advocates are available 24 hours a day, seven days a week to assist individuals and families with services. To meet the demands of victims' needs and to enhance the program's ability to provide services in the most efficient and effective manner, a Victim's Advocate Coordinator is required to work 40 hours a week. As well as supporting victims the VA Coordinator is responsible for overseeing the project and its employees. The salary rates for this position are determined by years of service and qualifications. Salary for the Coordinator position is $50,407 with fringe benefits of $15,568. 29.76% to be paid by JAG Grant funds which equals $15,000.

Personnel Details

Position Title and Name: Victim Advocate Janet Maloney

	Annual Full Time Amount ($)	% To Be Paid By Grant Funds	Total To Be Paid By Grant Funds ($)
Salary	$40,000	37.50%	$15,000
Fringe	$7,943		$0
Overtime			$0
Fringe for OT			$0
TOTALS	$47,943		$15,000

Budget Narrative and Justification:

(maximum length = 1,000 characters)

Budget: Supplies & Operating

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Totals Summary

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

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

Final Budget: Equipment

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Totals Summary

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

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

Budget: Other

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Totals Summary

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

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

Budget: H. Total Request

	Amount Recommended/ Requested ($)
PERSONNEL	$30,000
SUPPLIES & OPERATING	$0
TRAVEL	$0
EQUIPMENT	$0
PROFESSIONAL SERVICES/CONTRACT CONSULTANTS	$0
OTHER	$0
INDIRECT/ADMIN COSTS	$0
GRAND TOTAL	$30,000

DUNS(+4) Number: 081953838

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	VALE Grant(after the decrease in July of 2015)	$56,243
County Government		
Municipal Government	Kiowa Police Department (MOU)	$5,000
Private		
Other (Specify)		
	ADDITIONAL PROJECT FUNDING TOTAL:	$61,243

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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

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STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

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

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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:** _____