

GRANT AMENDMENT #01

SIGNATURE AND COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	Original Grant Number 2022-DV-22-30014-17
Grantee Adams County	
Agreement Performance Beginning Date (Start Date) July 1, 2021	Current Agreement Expiration Date (End Date) June 30, 2023
Agreement Maximum Amount State Fiscal Year 2021-22	\$239,641
Total for All State Fiscal Years:	\$239,641

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

GRANTEE Adams County	STATE OF COLORADO Jared Polis, Governor Department of Public Safety, Division of Criminal Justice Stan Hilkey, Executive Director
_____ By: Eva Henry, Chair Board of County Commissioners	_____ By: Division of Criminal Justice <input type="checkbox"/> Joe Thome, Director, or <input checked="" type="checkbox"/> Debbie Oldenettel, Deputy Director
Date: _____	Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lyndsay J. Clelland, Contract and Grants Coordinator, Department of Public Safety, Division of Criminal Justice

Amendment Effective Date: _____

1. PARTIES

This Amendment (the “Amendment”) to the Original Grant shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Grantee, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Grant shall be construed and interpreted in accordance with the Grant.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§2.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Grant contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment or July 1, 2021, whichever is later and shall terminate on the termination of the Grant.

4. PURPOSE

The Amendment purpose is to increase utilization of Option Letters and Grant Funding Change letters to manage this grant over a period of several years. The end date is changed from June 30, 2022 to June 30, 2023. Work beginning on July 1, 2022, is not yet authorized until an Option Letter is issued in accordance with the modification below.

5. MODIFICATIONS

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

A. The Grant Initial Grant Expiration Date on the Grant’s Signature and Cover Page is hereby deleted and replaced with the Current Grant Expiration Date shown on the Signature and Cover Page for this Amendment.

B. Section **§2.C Grantee’s Termination**, is hereby created to include the following language, and is incorporated herein:

Grantee may request termination of this Grant by sending notice to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

C. Section **§16.D Modification**, is hereby replaced with the following language, and is incorporated herein:

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following

receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. For each fiscal year of the Grant, the State shall issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- iii. Grantee may terminate the grant as described in §2.C. Grantee Termination if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget as updated from time to time**.
- iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.
- v. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** 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 A1, Sample Option Letter**.

The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approved 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 A1, Sample Option Letter**.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Grant, and the Grant and all prior amendments or other modifications to the Grant, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Grant, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Grant or any prior modification to the Grant, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Grant to the extent that this Amendment specifically modifies those Special Provisions.