

Grantee: City of Fort Collins - Conflict Transformation Works  
Project: FY26-27 Juvenile Diversion  
DCJ Grant #: 2026-DV-27-1395

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## Grant Award Letter Intergovernmental Grant Agreement

### Cover Page

**State Agency**

Department of Public Safety, Division of  
Criminal Justice

**Grantee**

City of Fort Collins

**Grantee UEI**

VEJ3BS5GK5G1

**Grant Amount**

State Fiscal Year 2027 - General Funds  
\$31,198.00

State Fiscal Year 2027 - Cash Funds  
\$3,922.00

**Total for all State Fiscal Years: \$35,120.00**

**Grant Number**

2026-DV-27-1395

**Grant Issuance Date**

July 01, 2026

**Grant Expiration Date**

June 30, 2027

**Fund Expenditure End Date**

June 30, 2027

**Agreement Authority**

The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.

Juvenile Diversion - The Juvenile Diversion Program, as defined in the C.R.S. §19-2-203.

**Project Summary**

Fort Collins Conflict Transformation Works (CTW) will provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office. Through the restorative justice process, youth will be held accountable for the harm caused while building on their strengths. Each youth will help develop a contract through which they can repair the harm they caused to the people affected by the incident, including their community, family, and themselves. The people harmed by the crime and community members will be included in every restorative conference. By completing the program, youth are diverted from deeper involvement in the justice system while taking meaningful steps to repair harm.

**Grant Purpose**

The purpose of the state grant program is to provide dedicated funding for Juvenile Diversion services across Colorado's judicial districts; the program is designed to support the legal framework of CRS 19-2.5-401. To satisfy Office of the State Controller (OSC) Competition Policy requirements, DCJ manages a specialized, non-competitive allocation and option-based selection process tailored to statutory requirements.

**Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Sample Option Letter
2. Exhibit B, Grant Requirements
3. Exhibit C, Special Conditions

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4. Exhibit D, Statement of Work
5. Exhibit E, Budget

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C, Special Conditions
2. Colorado Special Provisions in **§18** of the main body of this Agreement.
3. The provisions of the other sections of the main body of this Agreement.
4. Exhibit B, Grant Requirements
5. Exhibit D, Statement of Work
6. Exhibit E, Budget

Principal Representatives

**For the State:**

Matthew M. Lunn, PhD, Director  
Division of Criminal Justice  
Department of Public Safety  
700 Kipling Street, Suite 1000  
Denver, Colorado 80215-5897  
Matthew.Lunn@state.co.us

**For Grantee:**

Kelly DiMartino, City Manager  
City of Fort Collins  
281 N College Avenue  
Fort Collins, CO 80524  
[kdimartino@fcgov.com](mailto:kdimartino@fcgov.com)

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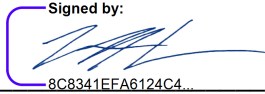
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**Signature Page**

The Signatories Listed Below Authorize this Grant

**State of Colorado**

Jared S. Polis, Governor  
Department of Public Safety  
Stan Hilkey, Executive Director

Signed by:  
  
8C8341EFA6124C4...

By: Matthew M. Lunn, PhD, Director, Division of Criminal Justice

Date: 06/24/2026 | 8:30:35 PM PDT

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

**State Controller**

Robert Jaros, CPA, MBA, JD

DocuSigned by:  
  
363D680603F0405...

By: Lyndsay J. Clelland, Grant Coordinator, Division of Criminal Justice

Date: 06/24/2026 | 9:39:12 PM MDT

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### 1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

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## 2. Term

### A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date, or issue a grant modification in accordance with **§17.D**.

### B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made.

## 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. 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 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work described in **Exhibit E**.
- D. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- E. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.

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- G. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- H. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- I. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- J. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- K. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- L. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- R. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- S. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- T. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

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- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- W. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a procurement relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- Z. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a grant relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- AA. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- BB. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- CC. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit D**. The State shall have no liability to compensate or reimburse

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Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

## **5. Payments to Grantee**

### **A. Maximum Amount**

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

### **B. Reimbursement of Grantee Costs**

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and written approval from the State in the form of a DCJ Form 4-A, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

### **C. Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold payment of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

## **6. Reporting - Notification**

### **A. Quarterly Reports**

In addition to any reports required pursuant to any Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State

### **B. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.C**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

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**C. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. Grantee Records**

**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. A cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

**B. Monitoring**

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor or Subgrantee in accordance with State procedure.

**C. Final Audit Report**

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

**8. Confidential Information-State Records**

**A. Confidentiality**

Grantee shall hold and maintain and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Grantee under

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CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors or Subgrantees will or may receive the following types of data, Grantee or its Subcontractors or Subgrantees shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the

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State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but not limited to, Grantee's employees, agents, Subgrantees and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification as provided by the State on an annual basis. Grantee's duty and obligation to certify as set forth by the state and shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subgrantees or Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subgrantees or Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subgrantee or Subcontractor has access to State databases containing PII.

**9. Conflict of Interest**

Grantee shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and 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 under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

**10. Insurance**

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 Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantees or Subcontractor and as required by the State or the GIA.

**11. Breach of Agreement**

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement

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to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

## 12. Remedies

### A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### i. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the award, then the state may, in its discretion, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance 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 not cancelled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to 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 but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

#### b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees 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

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of the Parties shall be as if this Agreement had been terminated in the public interest under §2.B.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold 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 Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work 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.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

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**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

**15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

**17. General Provisions**

**A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

**B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections,

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exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

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, 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 A, Sample Option Letter and the State Controller 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 original grant.
- v. The State may increase or decrease the quantity of goods/services described in 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 A, Sample Option Letter.
- vi. The State may add or delete the goods/services described in 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 A, Sample Option Letter.

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vii. 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 A, Sample Option Letter to reflect changes that do not substantially change the intended purpose of the grant. The provisions of the Option Letter shall become part of and be incorporated into this Grant.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. 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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant Award Letter by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. 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.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties") for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the

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- Indemnified Parties in relation to Grantee's noncompliance with §§24-85-101, et seq., C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S. State employees are considered third parties for the purposes of this section.
- ii. Grantee shall comply with the *Accessibility Standards for Individuals with a Disability*, as adopted by the Office Of Information Technology pursuant to §24-85-103 C.R.S.
  - iii. The State may require Grantee's compliance with the *Accessibility Standards for Individuals with a Disability* adopted by the Office of Information Technology pursuant to §24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

#### 18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

##### A. Statutory Approval. §24-30-202(1) C.R.S.

This Grant Award Letter shall not be valid until it has been approved by the Colorado State Controller or designee. If this Grant Award Letter is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Grant Award Letter shall not be valid until it has been approved by the State's Chief Information Officer or designee.

##### B. Fund Availability. §24-30-202(5.5) C.R.S.

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

##### C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

##### D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. 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. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant Award Letter. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation

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insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

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

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Grant Award Letter. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Grant Award Letter shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Grant Award Letter that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Grant Award Letter shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grant Award Letter 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 Award Letter 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 Award Letter, including, without limitation, immediate termination of this Grant Award Letter and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

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 Award Letter. 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.

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### Exhibit A - Sample Option Letter

**State Agency**

[Insert Department's or IHE's Full Legal Name]

**Grantee**

[Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc.]

**Grantee UEI**

[Insert Grantee UEI]

**Current Agreement Maximum Amount**
**Initial Term**

State Fiscal Year [20XX] [\$0.00]

**Extension Terms**

State Fiscal Year [20XX] [\$0.00]

State Fiscal Year [20XX] [\$0.00]

State Fiscal Year [20XX] [\$0.00]

State Fiscal Year [20XX] [\$0.00]

Total for All State Fiscal Years [\$0.00]

**Option Letter Number**

[Insert the Option Number (e.g. "1" for the first option)]

**Original Agreement Number**

[Insert CMS number or Other Agreement Number of the Original Agreement]

**Option Agreement Number**

[Insert CMS number or Other Agreement Number of this Option]

**Agreement Performance Beginning Date**

[Month Day, Year]

**Current Agreement Expiration Date**

[Month Day, Year]

**Options:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

**Required Provisions:**

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

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5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

**Option Effective Date:**

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

**State of Colorado**

Jared S. Polis, Governor

[INSERT-Name of Agency or IHE]

[INSERT-Name & Title of Head of Agency or  
IHE]

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

**State Controller**

Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: [Name & Title of Person Signing for  
Agency or IHE]

By: \_\_\_\_\_

[Name of Agency or IHE Delegate-Please  
delete if agreement will be routed to OSC for  
approval]

Date: \_\_\_\_\_

Option Effective Date: \_\_\_\_\_

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## Exhibit B - Grant Requirements

### 1. Audit Requirements

#### A. Due Date

##### i. Project Start

The Grantee must submit the most recent audit or financial review, including the corresponding governance/management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

##### ii. Project Duration and End

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. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

#### B. Report/Audit Type

- i. 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), your organization is 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.)

\*Fiscal years beginning on or after October 1, 2024, shall replace the \$750,000 threshold with \$1,000,000.

#### B. Report/Audit Costs

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:

- i. does not meet the applicable federal audit or DCJ standards;
- ii. is not submitted in a timely manner; or,
- iii. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

#### C. Failure to Comply

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) 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 Part 200 Uniform Requirements, 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.

### 2. Additional Reporting Requirements

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

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### 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 (Guide), located at the Division of Criminal Justice Grants website. 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. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by 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 \$10,000 (per item, with a useful life of at least one year) must receive prior approval by the DCJ. 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 DCJ.

### 5. Award Change Requests

Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

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### **Exhibit C - Special Conditions**

#### **Grant Specific**

The following program specific requirements are imposed by the State concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

#### **2021 State Juvenile Diversion Grant Program Special Conditions**

Additional Program Specific Conditions applicable to this Agreement.

**NA**

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### **Exhibit D - Statement of Work**

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

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### **Exhibit E - Budget**

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

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## Exhibit E - Budget

### Personnel

**Position Title:** Restorative Justice Sr. Specialist

**Name:** Mary-Claire Geiss

**Total # hours per week:** 40

|                                        | Base Pay                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | % Paid by Grant | Amount Paid by Grant Funds |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|
| <b>Salary</b>                          | \$ 84,337                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 18.61 %         | \$ 15,697                  |
| <b>Fringe/Benefits</b>                 | \$ 25,615                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 18.61 %         | \$ 4,767                   |
| <b>Subtotal</b>                        | \$ 109,952                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                 | \$ 20,464                  |
| <b>Additional funding for position</b> | Remaining salary and fringe benefit costs not charged to the grant are funded through the City of Fort Collins General Fund as part of the City's biennial budgeting process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                 |                            |
| <b>Narrative</b>                       | <p>•Salary: The Restorative Justice Program Sr. Specialist is a full-time position (40 hours/week, 2,080 annual hours). The annual base salary is \$84,337, resulting in an hourly rate of \$40.55. The Juvenile Diversion Grant will support 18.61% of this position (approximately 387 hours), for a total salary reimbursement of \$15,697. Compensation is established via the City of Fort Collins' formal compensation administration process, benchmarking HR-reported public and private sector data to ensure market equity. This position directly implements the program through restorative justice coordination, case management, volunteer training, and victim engagement.</p> <p>•Fringe Benefits: Fringe Benefits: Total annual employer-paid fringe benefits are \$25,615. The grant requests the allocable 18.61% share, totaling \$4,767 (rounded). All remaining salary and fringe costs are funded by the City of Fort Collins General Fund. The 100% total costs and the requested 18.61% grant shares are itemized below:</p> <p>FICA Social Security (6.2% of salary): \$5,229 total / \$974 grant share<br/>           FICA Medicare (1.45% of salary): \$1,223 total / \$227 grant share<br/>           Retirement Contribution ([6.5 %] City Match): \$5,482 total / \$1021 grant share<br/>           Medical Insurance (Flat employer premium): \$12,544 / \$2,334 grant share<br/>           Dental Insurance: \$665total / \$124 grant share<br/>           Life Insurance &amp; Long-Term Disability: \$395 total / \$73 grant share<br/>           Workers' Compensation: \$76 total / \$14 grant share</p> |                 |                            |

**Position Title:** CTW Program Assistant

**Name:** Laurie Linam

**Total # hours per week:** 20

|                                        | Base Pay                                                                                                                                                      | % Paid by Grant | Amount Paid by Grant Funds |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------|
| <b>Salary</b>                          | \$ 26,260                                                                                                                                                     | 24.58 %         | \$ 6,455                   |
| <b>Fringe/Benefits</b>                 | \$ 2,054                                                                                                                                                      | 24.59 %         | \$ 505                     |
| <b>Subtotal</b>                        | \$ 28,314                                                                                                                                                     |                 | \$ 6,960                   |
| <b>Additional funding for position</b> | Any remaining personnel costs not reimbursed by the grant are supported through City of Fort Collins General Fund.                                            |                 |                            |
| <b>Narrative</b>                       | •Salary: The Restorative Justice Program Assistant is a part-time position (20 hours/week, 1,040 annual hours). The annual base salary is \$26,260, resulting |                 |                            |

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|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
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|  | <p>in an hourly rate of \$25.25. The Juvenile Diversion Grant will support 24.58% of this position (approximately 255 hours), for a total salary reimbursement of \$6,455. Compensation is established via the City of Fort Collins' formal compensation administration process, benchmarking HR-reported public and private sector data to ensure market equity. This position directly implements the program through restorative justice coordination, case management, volunteer training, and victim engagement.</p> <p>•Fringe Benefits: Total annual employer-paid fringe benefits are \$2,054. The grant requests the allocable 24.58% share, totaling \$505 (rounded). All remaining salary and fringe costs are funded by the City of Fort Collins General Fund. The 100% total costs and the requested 24.58% grant shares are itemized below:</p> <p>FICA Social Security (6.2% of salary): \$1,628 total / \$400 grant share<br/> FICA Medicare (1.45% of salary): \$381 total / \$95 grant share<br/> Workers' Compensation: \$54 total / \$10 grant share</p> |
|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Personnel Subtotal: \$ 27,424****Supplies and Operating**

| Item | Amount | Budget Narrative |
|------|--------|------------------|
| NA   |        |                  |

**Supplies and Operating Subtotal: \$ 0****Travel**

| Item | Amount | Budget Narrative |
|------|--------|------------------|
| NA   |        |                  |

**Travel Subtotal: \$ 0****Equipment**

| Item | # of Items Charged to Grant | Unit Cost | Amount | Budget Narrative |
|------|-----------------------------|-----------|--------|------------------|
| NA   |                             |           |        |                  |

**Equipment Subtotal: \$ 0****Consultants / Contracts**

| Name | Rate (if known) | Amount | Budget Narrative |
|------|-----------------|--------|------------------|
| NA   |                 |        |                  |

**Consultants / Contracts Subtotal: \$ 0****Indirect**

| Effective Date | Expiration Date | Amount   | Budget Narrative       |
|----------------|-----------------|----------|------------------------|
| 01/01/2026     | 12/31/2027      | \$ 7,696 | \$27,424 X 28.06% MTDC |

**Indirect Subtotal: \$ 7,696**

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Project: FY26-27 Juvenile Diversion

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### Overall Budget Summary

|                         | Funding Request |
|-------------------------|-----------------|
| Personnel               | \$ 27,424       |
| Supplies and Operating  | \$ 0            |
| Travel                  | \$ 0            |
| Equipment               | \$ 0            |
| Consultants / Contracts | \$ 0            |
| Indirect Costs          | \$ 7,696        |
| Total                   | \$ 35,120       |

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## **Exhibit D, Statement of Work**

### **Project Summary**

Fort Collins Conflict Transformation Works (CTW) will provide restorative justice services as an accountability option for 35 youth referred from the 8th Judicial District Attorney's Office. Through the restorative justice process, youth will be held accountable for the harm caused while building on their strengths. Each youth will help develop a contract through which they can repair the harm they caused to the people affected by the incident, including their community, family, and themselves. The people harmed by the crime and community members will be included in every restorative conference. By completing the program, youth are diverted from deeper involvement in the justice system while taking meaningful steps to repair harm.

### **Project Plan**

This project will provide Restorative Justice as a diversion option for youth referred from the 8th Judicial District Attorney's (DA's) Office. In restorative justice, the purpose is to respond to the crime by identifying the harm caused, involving the people who were impacted, and holding the youth accountable for repairing the harm. The concerns of the youth, the harmed parties and the community are balanced. In this project there is a strong emphasis on identifying and recognizing a responsible youth's strengths, making this part of the assessment and discussion at all parts of the program.

Most juveniles are referred pre-file; some are referred post-file. Youth are screened at intake for substance abuse (SA) and mental health (MH). When recommended, further assessment and/or treatment become requirements of the program. CTW staff monitor contract completion and have a completion meeting with the responsible youth and their support people. The contract has three primary sections:

- Giving back to the victim (harmed persons)
- Giving back to the community
- Giving back to the self and family.

There is a minimum requirement of 20 restorative hours for a contract. The contract may contain treatment or supervision requirements such as counseling, drug/alcohol assessment or monitoring, participation in classes or programs, school counseling, contact or supervision, support groups, mentoring, etc. Each contract is designed for the specific incident and youth involved. The contract may include requirements from CTW staff based on screening and/or family requests, but other contract requirements are determined by the circle participants.

Conference participants include youth responsible for causing harm, youth support, harmed persons, harmed persons support, community representatives, affected community members, and often peer community members. CTW staff have an in-person intake meeting with the youth and support. Decisions about required referrals are made at this point. Screening tools used by the DA's and also by CTW include ARNA, YASI, and GAIN-SS. The youth and family are required to comply with what is recommended based on the screening, including counseling, further assessment, drug/alcohol monitoring/classes, etc.

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CTW works with and refers to many community agencies including: the Center for Family Outreach, the Colorado State University (CSU) Center for Family and Couples Therapy (CFCT), LifeStance Counseling, Summitstone Health Center, and others. Families always have the option to use a provider of their choice for mental health services. Insurance is considered in weighing options.

For non-shoplifting cases, CTW staff invite the harmed persons to participate. If they do not want to participate or have a personal representative participate, the case is sent to the Reflect Program, which uses trained victim surrogates.

The process is voluntary for all participants. The youth must admit to their involvement in the incident. If there is monetary restitution, and the harmed person provides written verification of this damage, the youth and family must agree to pay it. CTW accepts petty, misdemeanor and felony cases referred through the diversion process. Most cases referred are misdemeanors and some are felonies. CTW also accepts youth on probation when a new offense is referred in lieu of sending the probationer back to court.

Each Restorative Justice (RJ) circle is built based on the needs and what will be of greatest benefit to the primary participants, the responsible youth and the people who were harmed. For example, an accountability contract can be adjusted and individualized to be accessible for youth with disabilities. CTW includes family members, school support people, peer and adult community members in the circle to assure support and understanding for the youth, in addition to accountability. CTW does the same for participating harmed parties. CTW works on cultural, developmental, and gender appropriateness by building every RJ circle individually, including the youth, family, and harmed person in deciding who should be part of the circle. Youth and their support people also have choice in determining how the youth can repair harm and what service the youth choose to do to give back to the community. The CTW programs have a very strong emphasis on the youth's strengths, making this part of the assessment and discussion at all parts of the program: intake, pre-conference, conference, contract development and completion circle.

During the intake process, screening is done for mental health issues as well as substance abuse. When identified, addressing these issues becomes part of the requirements for completing the program. They are considered "repairing the harm to self."

*The services within the program include:*

- Intake meeting with responsible youth and parent/s including screening for substance abuse and mental health
- Resource referrals based on screening results
- Pre-circle meetings with facilitators
- The restorative justice circle (face-to-face meeting with the harmed person, support for the harmed person, community members and family)
- Accountability contract requirements
- Check-ins and availability of staff during contract phase
- One or more follow-up meetings to verify contract compliance and assess how the youth and family have progressed.
- Contact and relationship opportunities with community volunteers

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CTW staff are always available by phone or in person for questions or concerns. CTW provides pre-circle services and resource referrals for the people harmed by the incident, family members, and community members.

In-house services that support the direct services to youth responsible for harm, the people harmed, and the community include review and assessment of cases, background checks, records maintenance, case management services, volunteer recruitment, training and management, supervision and monitoring of contract compliance, collecting and reporting data, referral assistance for community service, counseling and other support services in the community.

In addition, CTW does a participant satisfaction survey for each youth participant, and for victims, community members, parents, and all other program participants. CTW staff also review and deliver letters of apology, restitution and other appropriate contract items.

CTW trains staff and volunteers to adhere to the Colorado Restorative Justice Practitioner Guidelines set forth by the Colorado Restorative Justice Coordinating Council and Colorado Coalition of Restorative Justice Practices (CCRJP).

*Restorative practices used as part of the programming include:*

- Restorative Justice Family/Community Conferences
- Youth assets emphasis in circle and contract
- Victim/Community Impact panels
- Meaningful community service
- Restitution
- Victim/Community representation in every circle
- Restorative contracts
- Pre-conferencing services
- Completion interviews and contract review
- Restorative language and approach throughout.

*Graduated sanctions are also built into the system. Examples of sanctions and actions are listed below:*

- If a youth re-offends while in the program, CTW staff consult with the DA representative, who determines next steps on a case-by-case basis with input from CTW staff.
- If a youth referred by probation re-offends while in the program, the additional sanctions are handled by the Probation Officer.
- In all cases, CTW communicates with the referring agency about the youth's participation in the program, and any completed contract items.
- Noncompliance: If a youth does not complete their contract by the deadline, CTW will work with the youth and family on the issues that caused noncompliance. Extensions are given for good reason, and support as needed. If the youth continues to be noncompliant, they are referred back to the DA's office, who determines next steps on a case-by-case basis with input from CTW staff.

Successful discharge from the program occurs when the youth completes the accountability contract and any required treatment, restitution, or other obligations. Unsuccessful discharge occurs when

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the youth withdraws, refuses to participate, re-offends and is removed from diversion, or remains non-compliant after support and extension options have been exhausted.

### Goals and Objectives

**GOAL 1: To prevent further involvement in the formal justice system for youth who commit crimes in our community.**

**Objective 1.1** Provide restorative justice conferencing as a diversion option for 35 youth

**Outcome** 35 youth will be served. 90% of youth will complete program requirements.

**Measurement** Number of youth receiving services during the time period. Percentage of youth who complete versus do not complete - goal is 90% or more. In addition, 90% or more of youth will report being happy with their experience.

**Timeline** 7/1/2026 - 6/30/2027

**Objective 1.2** Provide the opportunity for individuals who are harmed (victim) and community members to have a voice in the restorative justice process.

**Outcome** 100% of RJ circles include representation of people harmed by crime and community members, and their concerns and needs are considered as part of the process. Individuals who were harmed and community members help identify the harm caused and meaningful ways for the youth to repair that harm. 95% of harmed individuals and community reps are happy with their RJ experience.

**Measurement** Case files and participant satisfaction surveys.

100% of RJ conferences will include one or more representatives of individuals harmed by crime and affected community members.

95% of harmed individuals and community reps are happy with their RJ experience.

**Timeline** 7/1/2026 - 6/30/2027

### Project Evaluation

Evaluation is conducted in collaboration with DCJ and the current provider, Infinite Frontiers. CTW is committed to contributing to the statewide collection of data that supports and informs juvenile diversion programming across Colorado. Internally, CTW evaluates the program through completion data, participant happiness surveys, participant comments, screening and referral information, and recidivism information provided by DCJ and the DA's Office. These data points help CTW assess progress toward program objectives, identify youth needs, and make ongoing improvements to services and referral practices.

Beginning on January 2026, CTW transitioned from pre- and post-surveys for responsible youth to a results-based accountability post-survey approach. This updated approach is intended to measure change over time in a way that is more sustainable for the program to administer and analyze internally, while still providing useful information about participant experience and program impact.

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CTW continues to collect participant happiness surveys for youth, individuals who experienced harm, parents, and other participants and reports that data annually. Program staff also collect completion data as a short-term measure of success.

CTW will continue to rely on information provided by DCJ and the DA's Office for the most relevant recidivism information. In prior reports from OMNI, CTW youth showed statistically significant changes in accountability, community connection, connection to familial and non-familial adults, decision making, locus of control, self-esteem, and stress. These results indicate that program services are effective in several of the desired areas of change. CTW also tracks the percentage of youth who require further mental health or substance use assessment, and that information influences program procedures and referral practices. Happiness data and participant comments are reviewed regularly and have long been used to improve programming. Evaluation findings are also used in grant applications and presentations to potential volunteers, community members, and other groups to communicate program impact and support ongoing community engagement.