

**GRANT AWARD LETTER**  
**(Intergovernmental Grant Agreement)**  
**SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                              |
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| <b>State Agency</b><br>Department of Public Safety, Division of Criminal Justice                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>DCJ Grant Number</b><br>2025-DV-25-30008-08                                                                                                                                                                                                                                                               |
| <b>Grantee</b><br>City of Fort Collins                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Federal Unique Entity Identifier (UEI)</b><br>VEJ3BS5GK5G1                                                                                                                                                                                                                                                |
| <b>Grant Issuance Date (Start Date)</b><br>The later of July 1, 2024 or the date the State Controller or an authorized delegate signs this Grant Letter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>Grant Expiration Date (End Date)</b><br>June 30, 2025                                                                                                                                                                                                                                                     |
| <b>Grant Amount</b><br>State Fiscal Year 2024-2025: \$40,428<br><br><b>Total for all State Fiscal Years: \$40,428</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Grant Authority (State Authority)</b><br>The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.<br><br>Authority to enter into this Grant exists in the Juvenile Diversion Program, as defined in the Colorado Revised Statute 19-2.5-402. |
| <b>Grant Description</b><br>Funding for the juvenile diversion program/services in the 8th Judicial District.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                              |
| <b>Grant Purpose</b><br>Per Colorado Statute, the goal of diversion is to prevent further involvement of juveniles in the formal justice system (19-2.5-102 (17) C.R.S.). Juvenile diversion programs should be individually designed alternatives to the formal court system for youth between the ages of 10-17 who have been taken into custody for misdemeanor or felony offenses. Diversion programs should concentrate on holding the youth accountable for their behavior while involving them in programs and activities to prevent future criminal and delinquent behavior. This award is a formula grant, and is not competitive.                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                              |
| <b>Exhibits and Order of Precedence</b><br>The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>Exhibit A1, Sample Option Letter.</li> <li>Exhibit A2, Sample Grant Funding Change Letter</li> <li>Exhibit B, Grant Requirements.</li> <li>Exhibit C, Special Conditions.</li> <li>Exhibit D, Statement of Work.</li> <li>Exhibit E, Budget.</li> </ol><br>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: <ol style="list-style-type: none"> <li>Exhibit C, Special Conditions.</li> <li>The provisions of the other sections of the main body of this Agreement.</li> <li>Exhibit B, Grant Requirements.</li> <li>Exhibit D, Statement of Work.</li> <li>Exhibit E, Budget.</li> </ol> |                                                                                                                                                                                                                                                                                                              |

**SIGNATURE PAGE**

**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT**

**STATE OF COLORADO**

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

DocuSigned by:

*Matthew M. Lunn, PhD*

8C8341EFA6124C4...

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

06/18/2024 | 11:29:42 AM PDT

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

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:

*Lyndsay Clelland*

363D680603F0405...

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

06/18/2024 | 3:40:34 PM MDT

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

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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.

### 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 in accordance with **§16.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 total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in **Exhibit E, Budget**.
- B. **“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.
- C. **“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.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **“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.
- F. **“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.
- G. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“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
- K. **“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.
- L. **“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.
- M. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

- O. **“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.
- P. **“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.
- Q. **“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.
- R. **“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.
- S. **“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 Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, 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.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“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.
- V. **“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.
- W. **“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.
- X. **“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 that do not include procurement transactions.

- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“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 E, Budget**. The State shall have no liability to compensate or reimburse 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**

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 receives approval from the State of the change, 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 allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

## **6. REPORTING - NOTIFICATION**

### **A. 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.

### **B. 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 this 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.

### **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 then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

### **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 publically available at the time of disclosure or are subject to disclosure by Grantee under 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 Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors 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 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.

**9. CONFLICTS 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.

**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 Subgrantee or Subcontractor and as required by the State or the GIA.

**11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter 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.

**12. 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.

**13. 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.

**14. 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.

**15. 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 Contract 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.

**16. 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, 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 a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than

Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. For each fiscal year of the Grant, the State shall issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to Exhibit A1, Sample Option Letter each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- iii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.
- v. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- vi. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

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 Contract 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

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

## EXHIBIT A TO ORDINANCE NO. 198, 2025

DocuSign Envelope ID: DE62EE88-5DBC-4D1E-ADBA-1308C1C11AC7

## EXHIBIT A1, SAMPLE OPTION LETTER

|                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                        | <b>Option Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                                                                                                                                               |
| <b>Grantee</b><br>Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                        | <b>Original Agreement Number</b><br>Insert CMS number or Other Agreement Number of the Original Contract                                                                                                                              |
| <b>Current Agreement Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx \$0.00<br>Extension Terms<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>Total for All State Fiscal Years \$0.00 | <b>Option Agreement Number</b><br>Insert CMS number or Other Agreement Number of this Option<br><br><b>Agreement Performance Beginning Date</b><br>Month Day, Year<br><br><b>Current Agreement Expiration Date</b><br>Month Day, Year |

1. **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

2. **REQUIRED PROVISIONS:**

- A. **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.
- B. **For use with Options 1(B and C):** In accordance with 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.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section 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.
- D. **For use with Option 1(E):** In accordance with 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 Number.
- E. **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.

3. **OPTION EFFECTIVE DATE:**

- F. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br><hr/> By: Name & Title of Person Signing for Agency or IHE<br><br>Date: _____ | 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.<br><b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval<br><br>Option Effective Date: _____ |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

## EXHIBIT A TO ORDINANCE NO. 198, 2025

DocuSign Envelope ID: DE62EE88-5DBC-4D1E-ADBA-1308C1C11AC7

**EXHIBIT A2, GRANT FUNDING CHANGE LETTER**

|                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                        |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>State Agency</b><br>Insert Department's or IHE's Full Legal Name                                                                                                                                                                                                                       | <b>Grant Funding Change Letter Number</b><br>Insert the Option Number (e.g. "1" for the first option)                                                                                                                                                  |
| <b>Contractor</b><br>Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...                                                                                                                                                                                                 | <b>Original Grant Number</b><br>Insert CMS number or Other Contract Number of the Original Contract                                                                                                                                                    |
| <b>Current Contract Maximum Amount</b><br>Initial Term<br>State Fiscal Year 20xx \$0.00<br>Extension Terms<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>State Fiscal Year 20xx \$0.00<br>Total for All State Fiscal Years \$0.00 | <b>Grant Funding Change Letter Contract Number</b><br>Insert CMS number or Other Contract Number of this Option<br><br><b>Contract Performance Beginning Date</b><br>Month Day, Year<br><br><b>Current Contract Expiration Date</b><br>Month Day, Year |

**1. GRANT FUNDING CHANGE**

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

**2. TERMINOLOGY**

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

**3. NO ORDER FOR WORK**

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

**4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:**

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

|                                                                                                                                                                                                                                                                                                                                                                                         |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>STATE OF COLORADO</b><br>Jared S. Polis, Governor<br>INSERT-Name of Agency or IHE<br>INSERT-Name & Title of Head of Agency or IHE<br><br>_____<br>By: Name & Title of Person Signing for Agency or IHE<br><br>Date: _____                                                                                                                                                            |
| 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.<br><b>STATE CONTROLLER</b><br><b>Robert Jaros, CPA, MBA, JD</b><br><br>By: _____<br>Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval<br><br>Grant Funding Change Letter Effective Date: _____ |

**EXHIBIT B, GRANT REQUIREMENTS**

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

**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.)

**II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"]** If your entity expends less than \$750,000 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 either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

**C. 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.

**D. 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.

**1. 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).

**2. 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.

**3. PROCUREMENT AND CONTRACTS**

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the 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.



**4. AWARD CHANGE REQUESTS**

- A. 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.

**EXHIBIT C, SPECIAL CONDITIONS**

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

EXHIBIT A TO ORDINANCE NO. 198, 2025

DocuSign Envelope ID: DE62EE88-5DBC-4D1E-ADBA-1308C1C11AC7

**EXHIBIT D, STATEMENT OF WORK**

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

EXHIBIT A TO ORDINANCE NO. 198, 2025

DocuSign Envelope ID: DE62EE88-5DBC-4D1E-ADBA-1308C1C11AC7

**EXHIBIT E, BUDGET**

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

## **EXHIBIT D – STATEMENT OF WORK**

### **Project Summary**

Fort Collins Restorative Justice Services will provide restorative justice services as an accountability option for 65 youth referred from the 8th Judicial District Attorney's Office or from law enforcement in lieu of a summons to the DAs Office. Through the restorative justice process, youth will be held accountable for the harm they caused while being recognized for their positive qualities. Each youth will help develop a contract where 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 kept from going further into the justice system.

### **Project Plan**

Restorative Justice Services' philosophy is a theory of justice that emphasizes identifying and repairing the harm caused by crime.

This project will provide Restorative Justice as a diversion option for youth referred from the 8th Judicial District Attorney's Office as well as youth referred from law enforcement in lieu of a summons to the DAs Office. In restorative justice, the purpose is to respond to the crime by identifying, involving the stakeholders (victim, offender, community), and holding the youth accountable for repairing the harm. The concerns for the youth, the harmed parties and the community are balanced.

Youth are screened at intake for substance abuse (SA) and mental health (MH). When recommended, further assessment and/or treatment become requirements of the diversion program. RJS staff monitor contract completion and have a completion meeting with the responsible youth and their parent/guardian

The contract has 3 primary sections:

- Giving back to the victim
- Giving back to the community
- Giving back to the self and family

To reflect restorative justice philosophy, most contracts include requirements to repair harm to victim and community. 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. The contract may include requirements from RJ staff based on screening and/or family requests but other contract requirements are determined by the conference participants. Conference participants include: youth responsible for causing harm, their support, harmed persons, their support, community representatives, affected community members and (often) peer community members.

RJS accepts youth (10-17) referred from the 8th Judicial District Attorney's Office or those that are referred in lieu of a summons to the DAs office. Most juveniles are referred pre-file; some are referred post-file especially if a victim requests RJ. RJS staff have a face-to-face intake meeting with the youth and parent/guardian. Decisions about required referrals are made at this point. Screening tools used by the DAs and also by RJS include: ARNA, CRAFFT, GAINSS.

The youth and family are required to comply with what is recommended based on the screening (counseling, further assessment, drug/alcohol monitoring/classes, etc.). RJS works with and refers to many community agencies including: the Center for Family Outreach, the CSU Center for Family and Couples Therapy (CFCT), LifeStance Counseling, Summitstone Health Center, IMatter and others. Families always have the option to use a provider of their choice for mental health services. Insurance is considered in weighing options.

RJS accept youth (10-17) who commit chargeable offenses in our community and are referred by the DAs Office or referred in lieu of a summons. We do not accept sex or DV offenses. For non-shoplifting cases, RJS staff invite the victim/s to participate. If they do not want to participate or have a personal representative participate, the case is sent to the REFLECT Program, which does not require victim involvement but rather 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 victim provides written verification of this damage, the youth and family must agree to pay it. RJS accepts petty, misdemeanor and felony cases. Most cases referred are misdemeanors and some are felonies. RJS also accepts youth on probation when a new offense is referred in lieu of sending the probationer back to court.

RJS will provide restorative justice conferencing services to 70 youth, their families, and the victims of their crimes. The approach taken is Restorative Justice, an inclusive, accountability-based approach that addresses the needs and concerns of youth who caused harm and their families, the people who were harmed or impacted by the crimes, affected community members as well as the general community. The primary purpose of a restorative justice approach is to identify the harm caused by an incident and to bring affected parties together to find ways to repair the harm. As part of the restorative process, RJS works with juveniles involved in these incidents to be accountable for the harm they caused and also to address the issues underlying their criminal behavior. Each 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 and doable for a youth with learning disabilities. RJS attempts to include 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. RJS does the same for participating harmed parties. 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 done to self."

#### Services:

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
- preconference meetings with facilitators
- the restorative justice conference (face-to-face meeting with victim, victim support, 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.

RJ staff are always available by phone or in person for questions or concerns. RJS also provides pre-conferencing 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, RJS does pre- and post- surveys for each youth and participant satisfaction surveys for victims, community, parents and all other participants. RJ staff also reviews and deliver letters of apology, restitution and other appropriate contract items. RJS trains staff and volunteers to adhere to the RJ Facilitator Code of Conduct and Standards of Training and Practice set forth by the Colorado's Restorative Justice Coordinating Council and Colorado Coalition of Restorative Justice Directors.

Restorative practices used as part of the programming:

- 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 built into the system. If a youth re-offends while in the program, RJ staff consult with the DA representative, who determines next steps on a case-by-case basis with input from RJ 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, staff communicate with the referring agency about the offender's participation in the program, and any completed contract items.

Noncompliance: If a youth does not complete his/her contract by the deadline, we work with the youth and family on the issues that caused noncompliance. Extensions are given for good reason, and support as needed.

## Goals & Outcomes

### GOAL 1

Goal 1 To prevent further involvement in the formal justice system for youth who commit crimes in the community.

#### Objective 1.1

Objective Provide Restorative Justice conferencing as a diversion option for 65 youth  
 Outcome 65 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 vs noncomplete. 90% or more of youth are happy with their experience.  
 Timeframe July 1, 2024- June 30, 2025

#### Objective 1.2

Objective Give the victim and community a voice in the restorative justice process.  
 Outcome 100% of RJ circles include victim and community members and/or representatives and their concerns are considered as part of the process. Victims and community help identify the harm caused by crimes youth commit in our community and provide meaningful ways for the youth to repair the harm done.  
 95% of victim 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 victim and community representatives.  
 Timeframe July 1, 2024- June 30, 2025

## EXHIBIT A TO ORDINANCE NO. 198, 2025

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**Exhibit E – Budget**

| <b>Budget Summary</b>   |                  |
|-------------------------|------------------|
| Personnel               | \$ 40,428        |
| Supplies & Operating    | \$ 0             |
| Travel                  | \$ 0             |
| Equipment               | \$ 0             |
| Consultants / Contracts | \$ 0             |
| Indirect                | \$ 0             |
| <b>Total</b>            | <b>\$ 40,428</b> |

| <b>Personnel: Budget &amp; Budget Narrative Details</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                  |                                 |               |                                             |                                 |                                   |                                                          |
|---------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|---------------------------------|---------------|---------------------------------------------|---------------------------------|-----------------------------------|----------------------------------------------------------|
| Position Title                                          | Annual Base Salary                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Annual Base Salary to Be Paid by Diversion Funds | % To Be Paid by Diversion Funds | Annual Fringe | Annual Fringe to Be Paid by Diversion Funds | % to Be Paid by Diversion Funds | Total Annual Base Salary + Fringe | Total Base Salary + Fringe to Be Paid by Diversion Funds |
| RJ Sr. Specialist                                       | \$ 79,887                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 32,564                                        | 40.76 %                         | \$ 25,057     | \$ 7,864                                    | 31.38 %                         | \$ 104,944                        | \$ 40,428                                                |
| <b>Budget Narrative and Justification:</b>              | This position is the RJ Program Sr. Specialist and is a classified employee; Full time. Job classification is determined by an assessment of the duties. Job duties related to Diversion include: program coordination and case management for all RJ programming, volunteer management and training, Communication with RJ referral sources, updating program procedures as needed, DA intake meetings and other communications, administering mental health screening and making referrals, collaborating with community partners, contacting victims and addressing their needs in the RJ process, assessing all cases to determine best fit, best program and needed resources. Medical: \$12,523; Dental: 612; Life 101; LTD 443; FICA 6,111; 401K 5,193; WC 74. |                                                  |                                 |               |                                             |                                 |                                   |                                                          |
| <b>Personnel Total:</b>                                 | \$ 79,887                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ 32,564                                        | 40.76 %                         | \$ 25,057     | \$ 7,864                                    | 31.38 %                         | \$ 104,944                        | \$ 40,428                                                |

| <b>Non-Personnel: Budget &amp; Budget Narrative Details</b> |                                  |                                    |
|-------------------------------------------------------------|----------------------------------|------------------------------------|
| Budget Item                                                 | Amount To Be Paid By Grant Funds | Budget Narrative and Justification |
| <b>SUPPLIES &amp; OPERATING</b>                             |                                  |                                    |
|                                                             |                                  |                                    |
| <b>Supplies &amp; Operating Total</b>                       | <b>\$0</b>                       |                                    |
| <b>TRAVEL</b>                                               |                                  |                                    |
|                                                             |                                  |                                    |
| <b>Travel Total</b>                                         | <b>\$0</b>                       |                                    |
| <b>EQUIPMENT</b>                                            |                                  |                                    |
|                                                             |                                  |                                    |
| <b>Equipment Total</b>                                      | <b>\$0</b>                       |                                    |
| <b>CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)</b>        |                                  |                                    |
|                                                             |                                  |                                    |
| <b>Consultants/Contracts Total</b>                          | <b>\$0</b>                       |                                    |
| <b>INDIRECT</b>                                             |                                  |                                    |
|                                                             |                                  |                                    |
| <b>Indirect Total</b>                                       | <b>\$0</b>                       |                                    |
| <b>Total Non-Personnel</b>                                  | <b>\$0</b>                       |                                    |



**Certificate Of Completion**

Envelope Id: DE62EE885DBC4D1EADBA1308C1C11AC7

Status: Completed

Subject: DCJ Grant Juvenile Diversion 2025-DV-25-30008-08 City of Fort Collins

Source Envelope:

Document Pages: 24

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

OAJJA Grants

AutoNav: Enabled

700 Kipling St

Envelopeld Stamping: Enabled

Lakewood, CO 80215

Time Zone: (UTC-07:00) Mountain Time (US &amp; Canada)

cdps\_dcj\_oajjagrants@state.co.us

IP Address: 165.127.87.1

**Record Tracking**

Status: Original

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cdps\_dcj\_oajjagrants@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

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Pool: CDPS Contracts and Grants

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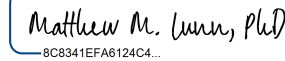
**Signer Events**

Matthew M. Lunn, PhD

matthew.lunn@state.co.us

Security Level: Email, Account Authentication  
(None)**Signature**

DocuSigned by:

  
8C8341EFA6124C4...

Signature Adoption: Pre-selected Style

Using IP Address: 165.127.87.1

**Timestamp**

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Signed: 6/18/2024 12:29:42 PM

**Electronic Record and Signature Disclosure:**

Accepted: 6/18/2024 12:29:07 PM

ID: bd91a6da-fbd8-4d50-a52d-06eaa5297af8

Lyndsay Clelland

lyndsay.clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication  
(None)

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363D680603F0405...

Signature Adoption: Pre-selected Style

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Gary Fugo

gary.fugo@state.co.us

Security Level: Email, Account Authentication  
(None)**COPIED**

Sent: 6/18/2024 3:40:36 PM

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

| Carbon Copy Events                                                                                                                                                                                                                    | Status           | Timestamp                  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------------------|
| Kate Ferebee<br>Kate.Ferebee@state.co.us<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Accepted: 12/5/2023 12:36:38 PM<br>ID: a4ce6fe0-5dc1-4316-9e51-12a02feed373 | COPIED           | Sent: 6/18/2024 3:40:36 PM |
| Michael Burtis<br>Michael.Burtis@state.co.us<br>Analyst IV<br>DCJ CDPS<br>Security Level: Email, Account Authentication (None)<br><b>Electronic Record and Signature Disclosure:</b><br>Not Offered via DocuSign                      | COPIED           | Sent: 6/18/2024 3:40:37 PM |
| Witness Events                                                                                                                                                                                                                        | Signature        | Timestamp                  |
| Notary Events                                                                                                                                                                                                                         | Signature        | Timestamp                  |
| Envelope Summary Events                                                                                                                                                                                                               | Status           | Timestamps                 |
| Envelope Sent                                                                                                                                                                                                                         | Hashed/Encrypted | 6/18/2024 12:12:36 PM      |
| Certified Delivered                                                                                                                                                                                                                   | Security Checked | 6/18/2024 3:40:24 PM       |
| Signing Complete                                                                                                                                                                                                                      | Security Checked | 6/18/2024 3:40:34 PM       |
| Completed                                                                                                                                                                                                                             | Security Checked | 6/18/2024 3:40:37 PM       |
| Payment Events                                                                                                                                                                                                                        | Status           | Timestamps                 |
| Electronic Record and Signature Disclosure                                                                                                                                                                                            |                  |                            |

Electronic Record and Signature Disclosure created on: 8/10/2022 3:16:46 PM

Parties agreed to: Matthew M. Lunn, PhD, Kate Ferebee

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