

# STATE OF COLORADO CONTRACT MODIFICATION

## CONTRACT AMENDMENT #1

**State Agency**

Colorado Department of State

**Grantee**

Board of County Commissioners of Huerfano County

UEI Number: DL84BCKRKZC7

**Original Contract Number**

CMS #: 192626

CORE #: CT, VAAA, HAVA, 2025-1013

**Amendment Contract Number**

CMS #: 195705

CORE #: CT, VAAA, HAVA, 2025-1013 v2

**Contract Performance Beginning Date**

August 6, 2024

**Current Contract Expiration Date**

December 31, 2024

**Current Contract Maximum Amount**

Grant Amount (Federal Funds)

State Fiscal Year 2024-25: \$111,754.72

**Total for All State Fiscal Years: \$111,754.72**

**Local Match Amount**

State Fiscal Year 2024-25: \$20,700.44

**Total Local Match for All State Fiscal Years: \$20,700.44**

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

**GRANTEE**

**Board of County Commissioners of Huerfano County**

Erica Vigil, County Clerk and Recorder

**STATE OF COLORADO**

Jared S. Polis, Governor

**Colorado Department of State**

Jena Griswold, Secretary of State

DocuSigned by:



B8DEAB80CBAD4E3...

By: Erica Vigil, County Clerk and Recorder

By: Christopher Beall, Deputy Secretary of State

Date: December 4, 2024

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

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

By: Brad Lang, Chief Financial Officer, Colorado Department of State, OSC Delegate

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

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

CMS #: 195705

CORE #: CT, VAAA, HAVA, 2025-1013 v2



**1. PARTIES**

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

**2. TERMINOLOGY**

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

**3. AMENDMENT EFFECTIVE DATE AND TERM**

**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

**B. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

**4. PURPOSE**

This grant program (the 2024 Election Improvement Grant) is to assist Colorado counties with one-time costs directly related to the improvement of security, accessibility, and other miscellaneous costs that will improve the administration of federal elections in calendar year 2024.

The Parties previously executed a grant agreement for CDOS to provide funding to Huerfano County under the 2024 Election Improvement Grant program. A portion of the eligible costs covered under the initial grant award includes funding to improve accessibility and ensure compliance with the Americans with Disabilities Act (ADA) at sites where voting and election-related activities occur. After execution of the initial grant agreement, the US Election Assistance Commission (EAC) approved a resolution to allow such accessibility costs to be covered 100% rather than allocated based on election-only usage.<sup>1</sup> As such, this amendment changes the way those eligible accessibility costs are allocated in accordance with the most recent EAC guidance to allow for additional HAVA funds to be awarded to Huerfano County as CDOS has funding remaining available. Therefore, the parties have mutually agreed to amend their grant agreement to increase the grant amount by \$38,571.00.

---

<sup>1</sup> Kelliher, Camden to EAC Commissioners Hovland, Palmer, Hicks, and McCormick. “Use of HAVA Funds to Implement Federal Requirements.” August 28, 2024.



**5. MODIFICATIONS**

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

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. In Exhibit B, Budget, Table 2 – Maximum Grantee Reimbursement Amount Calculation for Accessibility Costs is deleted in its entirety and replaced with the following:

**Table 2 – Maximum Grantee Reimbursement Amount Calculation for Accessibility Costs**

Item Description	Item Cost	Election Use %	Federal Amount	Local Match Amount	Total
Parking lot pavement	\$60,000.00	n/a	\$60,000.00	\$0	\$60,000.00
<b>Total Accessibility Amounts</b>			<b>\$60,000.00</b>	<b>\$0</b>	<b>\$60,000.00</b>

- A. In Exhibit B, Budget, Table 4 – Total Maximum Grantee Reimbursement Amount for All Costs is deleted in its entirety and replaced with the following:

**Table 4 – Total Maximum Grantee Reimbursement Amount for All Costs**

Security		Accessibility		Miscellaneous		Total Local	Total Federal
Federal Amount	Local Match Amount	Federal Amount	Local Match Amount	Federal Amount	Local Match Amount		
\$51,754.72	\$20,700.44	\$60,000.00	\$0	N/A	N/A	\$20,700.44	\$111,754.72

**6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

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

