




COLORADO JUDICIAL DEPARTMENT EVICTION LEGAL DEFENSE FUND	FISCAL YEAR 2023/24	
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1. This Eviction Legal Defense Fund Grant Award (“Award”) governs the award from the Eviction Legal Defense Fund (“Fund”) established in Section 13-40-127, C.R.S., as awarded by the Colorado Judicial Department (“Department”). Recipient and Department may be individually referred to herein as a “Party” or collectively as the “Parties.” This award shall not be effective or enforceable until the Statement of Grant Award is approved and signed by an authorized signatory of Recipient and the State Court Administrator. Once fully signed by the Parties, the effective date of the Award is the Award Start Date shown on the Statement of Grant Award cover page.
2. The Recipient shall use the funds provided under this award in accordance with Exhibit A – Grant Rules and to complete the work detailed in Recipient’s Eviction Legal Defense Fund Application, attached hereto as Exhibit C - Grant Application, on or before the Award End Date.
3. The Colorado Judicial Department (“Judicial Department”) shall not be liable to pay or reimburse Recipient for any performance hereunder, including, but not limited to costs or expenses incurred, prior to the Award Start Date or after the Award End Date.
4. Funds provided under this award shall be used only for eligible costs in accord with Exhibit A - Grant Rules and Section 13-40-127, C.R.S., in an amount not to exceed the Amount Awarded shown on the Statement of Grant Award, and for the tasks and services identified in Exhibit C - Grant Application and Revised Budget. Failure to use funds for eligible expenses or in compliance with the intent of the Eviction Legal Defense Fund may result in revocation of the award, termination of this grant agreement, and return of funds.
5. The parties understand and agree that the Recipient’s employees and agents are not employees or agents of the Judicial Department. Recipient shall have no authorization, express or implied, to bind the Judicial Department to any agreements, liability, or understandings except as expressly set forth herein. Each party will be responsible for its acts and those of its employees, agents and subcontractors, if any, during the term of this grant award. The Recipient shall pay, when due, all required employment taxes and income tax withholding on any funds paid to it pursuant to this grant award.
6. The maximum amount payable to Recipient pursuant to this award is limited to the Amount Awarded as indicated on the Statement of Grant Award to which these conditions are attached.
7. This is a reimbursement-based grant. The Recipient agrees that reimbursement of expenses will be made quarterly upon receipt of a Reimbursement Request.
 - a. The Recipient shall submit each reimbursement request at least quarterly via AmpliFund, by the 10th of October, January, April, and June.
 - b. Each reimbursement request will include, but is not limited to, the information shown in Exhibit B – Reimbursement Request. The format of Exhibit B represents an example, indicating the type of information required. The Amplifund platform may differ from the appearance of Exhibit B in minor respects. Detailed supporting documentation is required for each request (See Exhibit A. - Grant Rules, Section 4-1 D for specifics).
 - c. The Judicial Department’s standard payment procedures are net 45 days following Department’s receipt of a fully complete and correct Reimbursement Request.
 - d. If the Judicial Department determines that the Reimbursement Request is not correct, then the Recipient shall make all changes necessary to correct that Reimbursement Request.

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8. Onsite and remote monitoring by the Judicial Department may occur during the Award Period. Monitoring shall include but not be limited to, review of financial records and payroll documents, site visits, and inspection of final work product and/or completed services. The Recipient agrees to provide the Judicial Department access to all records, information, and physical locations necessary for the Judicial Department to perform monitoring. The Judicial Department shall provide the Recipient advance notice of onsite monitoring visits.
9. The Recipient shall make, keep, maintain, and allow inspection and monitoring by the Judicial Department of a complete file of all records, documents, communications, notes, and other written materials, electronic media files, and communications, pertaining in any manner to the work performed under this award. The Recipient shall maintain such records for a period of seven years after the Award End Date.
10. The Judicial Department shall have the right to inspect the Recipient's performance at all reasonable times and places during the Award Period. The Recipient shall permit the Judicial Department and any other duly authorized agent of a governmental agency having jurisdiction to monitor all activities conducted pursuant to this award, to audit, inspect, examine, excerpt, copy and/or transcribe the Recipient's records related to this award to assure compliance with the terms hereof or to evaluate performance hereunder. Monitoring activities controlled by the Judicial Department shall not unduly interfere with the Recipient's performance hereunder.
11. The Judicial Department may recover, at the Judicial Department's discretion, payments made to Recipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by the Recipient. The Judicial Department may recover such payments by deduction from subsequent payments under this Grant, deduction from any payment due under any other contracts, grants or agreements between the Judicial Department and Organization, or by any other appropriate method for collecting debt.
12. The Recipient and the Judicial Department shall treat the confidential information of each other with the same degree of care and protection they afford to their own confidential information and shall notify the other party immediately if they receive a request or demand from a third party for records or information of the other party.
13. The Recipient shall comply with the letter and spirit of all applicable federal, state, and local laws and regulations related to the performance of this award, including but not limited to the Colorado Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.
14. This award shall not be deemed or construed to create a partnership or joint venture between the Recipient and the Judicial Department. All persons employed by the Recipient or Recipient's subgrantees shall be considered employees of the Recipient or the Recipient's subgrantees and shall not be employees of the Judicial Department for any purpose as a result of this award. For purposes of this provision, subgrantees means third parties, if any, engaged by the Recipient to aid in performance of its obligations under this award.
15. The Recipient warrants that it possesses the legal authority to enter into this grant award and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize the signatory signing the Statement of Grant Award to execute this grant award and to bind the Recipient to its terms. If requested by the Judicial Department, the

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Recipient shall provide the Judicial Department with proof of the Recipient’s authority to enter into this grant award within 15 days of receiving such request.

16. Nothing in the terms and conditions of this award shall be construed as a waiver, express or implied, by either Party of any of the immunities, rights, benefits, protections, or other provisions afforded them pursuant to the CGIA, as now or hereafter amended. Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each Party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement or any amendment hereto.
17. The Recipient shall maintain at all times during the term of this award such workers’ compensation insurance and employers’ liability insurance liability insurance as is required by state statute. If Recipient is a governmental entity, Recipient shall maintain such insurance as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as amended.
18. If the Recipient fails to comply with the terms and conditions of this award, the Judicial Department may (i) terminate or revoke this award in whole or in part; (ii) suspend the Recipient’s performance with respect to all or any portion of this award pending necessary corrective action as specified by the Judicial Department, during which period of suspension the Judicial Department shall not be liable to reimburse the Recipient for costs incurred; (iii) withhold payment to the Recipient until corrections in the Recipient’s performance are satisfactorily made and completed; (iv) demand removal of any of the Recipient’s subgrantees whom the Judicial Department deems incompetent, careless, insubordinate, unsuitable, or other unacceptable, or whose continued relation to this award is deemed to be contrary to the public interest; and (v) pursue any other remedy available by law, including requiring the return of improperly expended funds.
19. In the event that funding for any activity established by this award is discontinued or decreased by the State of Colorado, the Judicial Department may terminate this award or reduce its scope without penalty effective immediately upon receipt of notice of such termination or reduction. In the event of such termination or reduction, the Recipient shall be compensated for the value of services actually and satisfactorily performed, if any, prior to the effective date of the termination or reduction.
20. The construction, interpretation and performance of this award shall be governed by the laws of the State of Colorado, and any claim arising out of or relating to this award shall be brought exclusively in the state courts of Colorado.
21. Enforcement of all rights and obligations hereunder are reserved solely to the Judicial Department and Recipient. Any services or benefits which third parties receive as a result of this Agreement are incidental and do not create any rights for such third parties.
22. Recipient shall submit semi-annual Program Reports using the method outlined by the State Court Administrator (see Exhibit A - Grant Rules 4-2 B for the information to be reported). The Recipient shall submit each report in AmpliFund by January 10, 2024, and July 10, 2024. Failure to file timely reports may result in the revocation of this award.