




COLORADO JUDICIAL DEPARTMENT UNDERFUNDED COURTHOUSE FACILITY COMMISSION	FISCAL YEAR 2022	
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1. 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 (the "Effective Date").
2. The recipient shall use the funds provided under this award to complete the work detailed in recipient's Underfunded Courthouse Facilities Commission Grant Application, attached hereto as Exhibit A, on or before the Award End Date.
3. The 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 Effective Date or after the Award End Date.
4. The recipient may request an extension of the Award End Date by submitting a request in writing to the Judicial Department outlining good cause for the extension. The Judicial Department may, in its sole discretion after consultation with the Underfunded Courthouse Facility Commission, grant an extension to the Award End Date. The Judicial Department shall provide timely written notice of its decision to grant or deny the extension request to the recipient.
5. Funds provided under this award shall be used only for eligible costs identified in Exhibit A and in accord with C.R.S. section 13-1-301, et seq. Failure to use funds for eligible expenses or in compliance with the intent of the Underfunded Courthouse Facility Fund may result in revocation of the award, termination of this grant agreement, and return of funds.
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. The recipient shall provide county contribution funds as provided in Exhibit A. The recipient agrees that such county contribution funds are available as of the Award Date to be used for the activities of this award.
8. The recipient agrees to provide reimbursement requests for eligible expenses incurred at a frequency to be determined by the recipient, but not more than once per month. Such request shall be submitted using the Reimbursement Request Form attached to the Statement of Grant Award attached hereto as Exhibit B. Reimbursement requests must be supported by pertinent purchasing documentation and accompanied by proof that services have been performed. The Judicial Department shall make payment within 30 days after receipt of valid reimbursement requests from recipient.
9. The recipient agrees to provide programmatic narrative reports detailing the progress of the projects funded by the award, specific project milestones met or deliverables provided, and estimated or actual timeframes for completion of remaining milestones or deliverables as requested by the Judicial Department.
10. Onsite monitoring by the Judicial Department may occur during the Award Period. Onsite 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 onsite monitoring. The Judicial Department shall provide the recipient advance notice of onsite monitoring visits.


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11. 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.
12. 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.
13. At the Judicial Department's sole discretion, payments made to county in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by county, may be recovered from county by deduction from subsequent payments under this Grant or other grants or agreements between the Judicial Department and recipient or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.
14. 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.
15. The recipient understands and agrees that funding provided under this award may not be used for any advocacy related services in connection with or related to any current or future ballot measure campaign.
16. If the courthouse facility is listed on the State Register of Historic Properties, Pursuant to Section 24-80.1-104, C.R.S., prior to performing any work on the project funded by this award, recipient agrees to submit the project to the Colorado State Historical Society (the "Society") for review and comment. Comments made by the Society which include specific recommendations to prohibit or alter all or some aspects of the project shall be implemented by recipient, subject to the following:
 - a. If the recipient rejects some or all of the comments of the Society relative to the project, recipient shall be afforded a period of thirty days during which to negotiate a satisfactory agreement with the Society.
 - b. If no agreement is reached or if any party to any such agreement is dissatisfied therewith, an appeal may be made to the Underfunded Facilities Commission, whose decision shall be final.
17. The recipient certifies that funds provided by the Judicial Department under this award will not be used to supplant local funds.
18. 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

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Antidiscrimination Act of 1957, as amended, and other applicable law respecting discrimination and unfair employment practices.

19. The recipient assures that open, competitive procurement procedures will be followed for all purchases under this award. The recipient shall provide documentation of the competitive procurement procedure followed for any purchase under this award to the Judicial Department upon the Judicial Department's request.
20. 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. The Judicial Department assumes no ownership or liability for any county courthouse or county facility that is the subject of funding under this grant award.
21. 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 Grant Award Notice to execute this grant award and to bind the recipient to its terms. If requested by the Judicial Department, the 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.
22. The recipient shall maintain at all times during the term of this award such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended (the "CGIA"). The recipient shall show proof of such insurance satisfactory to the Judicial Department, if requested by the Judicial Department.
23. The recipient shall require each contract with subgrantees, other than those that are public entities within the meaning of the CGIA, providing goods or services in connection with this award to include insurance requirements substantially similar to the following:
 - a. Workers' Compensation Insurance as required by state statute, and Employer's Liability Insurance covering all of subgrantee's employees acting within the course and scope of their employment.
 - b. Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.
 - c. Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

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- d. The recipient and the Judicial Department shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies.
- e. Coverage required by this terms shall be primary over any insurance or self-insurance program carried by the Judicial Department.
- f. The recipient shall require all insurance policies in any way related to this award and secured and maintained by the recipient's subgrantees to include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against the Judicial Department, its agencies, institutions, organizations, officers, agents, employees and volunteers.

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.

- 24. 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.
- 25. If, within a 10-year period beginning on the Effective Date, the facilities to be improved using funds provided under this award cease to be used for the same purposes as identified in Exhibit A, the Judicial Department may, at its sole discretion, recover from the recipient any or all funds provided under this award by deduction from subsequent payments under this Grant or other grants or agreements between the Judicial Department and recipient or by other appropriate methods and collected as a debt due to the State.
- 26. 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.
- 27. 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.
- 28. 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.