

BCCC

**RESOLUTION NO. 21-103
BOARD OF COUNTY COMMISSIONERS
COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO ACCEPT A GRANT AWARD FROM THE STATE OF COLORADO
DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, pursuant to C.R.S. §§ 30-11-101(1)(e) and 30-11-107(1)(e), the Board of County Commissioners of the County of El Paso, State of Colorado (hereinafter "Board"), has the legislative authority to represent the County and manage the business and concerns of the County; and

WHEREAS, El Paso County submitted a grant application to the State of Colorado Department of Local Affairs applying for Community Services Block Grant funding on September 30, 2020 under the authorization of Resolution Number 20-347 dated September 29, 2020; and

WHEREAS, the County was awarded contract L21CSBG16 CMS# 166571 as a result of the grant application; and

WHEREAS, the State of Colorado issued the contract document unilaterally; and

WHEREAS, in accordance with local policy the contract document is hereby brought before the Board of County Commissioners for acceptance; and

WHEREAS, funding is issued incrementally dependent on the State receiving funding from the Federal Government; and

WHEREAS, the initial contract award is \$159,687.00 with an anticipated contract award total of \$632,360.00 for 2021; and

WHEREAS, the grant funds are 100% Federal (CFDA 93.569) and do not require matching funds from El Paso County.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners of the County of El Paso, State of Colorado, hereby accepts contract L21CSBG16 CMS# 166571 from the State of Colorado Department of Local Affairs.

BE IT FURTHER RESOLVED that Stan VanderWerf, duly elected, qualified member and Chair of the Board of County Commissioners, or Cami Bremer, duly elected, qualified member and Vice Chair of the Board of County Commissioners, be and is hereby authorized and appointed on behalf of the Board to execute any and all documents necessary to carry out the intent of the Board as described herein.

Done this 23rd day of March, 2021 at Colorado Springs, Colorado.

ATTEST

County Clerk and Recorder



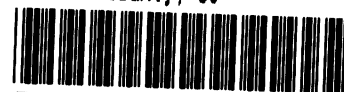
**BOARD OF COUNTY COMMISSIONERS
OF EL PASO COUNTY, COLORADO**

Chair

Stan VanderWerf
Chair

Chuck Broerman
03/24/2021 09:55:11 AM
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El Paso County, CO



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SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	DLG Number L21CSBG16	CMS # 166571
Grantee El Paso County	Grant Award Amount \$159,687.00	
Project Number and Name CSBG-21-013 - CSBG16-El Paso County 2021-2024	Performance Start Date The later of the Effective Date or January 1, 2021	Grant Expiration Date September 30, 2024
Project Description The Project consists of providing programs and services to address poverty in Colorado.	Program Name Community Services Block Grant (CSBG)	
	Funding Source FEDERAL FUNDS	
DOLA CSBG Program Manager Alex Vercio, (303) 864-8431, alex.vercio@state.co.us	Catalog of Federal Domestic Assistance (CFDA) Number 93.569	
DOLA CSBG Program Assistant Alex Diaz, (303) 864-8423, alex.diaz@state.co.us	VCUST# 14255	Address Code AD023 WARR

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p>DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by: <i>Audrey Field, Federal Program Manager</i> 78096473EF0D464...</p> <p>By: Audrey Field, Financial Assistance Manager Federal Programs</p> <p>Date: <u>12/28/2020 7:43 AM MST</u></p>	<p>STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by: <i>Rick M. Garcia FOR</i> F4C4CF86FDAD405...</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: <u>12/28/2020 9:06 AM MST</u></p>
<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Yingtse Cha</i> DFA94388247F478...</p> <p>By: Yingtse Cha, Controller Delegate Department of Local Affairs</p> <p>Effective Date: <u>12/29/2020 3:21 PM MST</u></p>	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions 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 Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

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, Federal 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. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

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3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. Federal Authority

This Grant Award Letter is funded, in whole or in part, with Federal funds made available pursuant to the Community Services Block Grant (42 U.S.C. 9901 et seq.).

B. Reserved.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "Budget" means the budget for the Work described in **Exhibit B**.

B. "Business Day" means any day on 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. "Exhibits" means the following exhibits attached to this Grant Award Letter:

- i. **Exhibit A**, Federal Provisions
- ii. **Exhibit B**, Scope of Project
- iii. **Exhibit C**, Federal Provisions 09-25-19
- iv. **Exhibit G**, Form of Option Letter
- v. **Form 1**, Affidavit of Legal Residency
- vi. **Form 2**, FFATA Data Report Form

F. "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

G. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

H. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. The U.S. Department of Health & Human Services, Administration for Children & Families, Office of Community Services ("OCS") is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.

I. "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.

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- J. **“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.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“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.
- M. **“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.
- N. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.
- O. *Reserved.*
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Effective Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R. **“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.
- S. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- T. **“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 C.R.S.
- U. **“Project”** means the assistance or services provided by Grantee from the list of federal objective(s) for the Community Services Block Grant (“CSBG”) program as further described in **Exhibit B**.
- V. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- W. **“Services”** means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.

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- X. **“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, PHI, PCI, PII, Tax Information, CJI, and State personnel records not subject to disclosure under CORA.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Z. **“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.
- AA. **“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.
- BB. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- CC. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- DD. **Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- GG. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- HH. **“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 Performance Start 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.

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5. PURPOSE

The Community Services Block Grant (CSBG) provides funds to alleviate the causes and conditions of poverty in communities. The purpose of this Grant is described in **Exhibit B**.

6. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. 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.

7. 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 Total Grant Amount shown on the Summary of Grant Award Terms and Conditions 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 Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State. The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Reserved.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount ("Total Grant Amount") described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget in **Exhibit B**. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. 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;

