

**AMENDATORY AGREEMENT**

**THIS AMENDATORY AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **AVRIO GROUP SURVEILLANCE SOLUTIONS, LLC.**, a Delaware limited liability company registered to do business in Colorado, whose address is 8 South West Street, Suite 101, Easton, MD 21601 ("Vendor") and collectively with the City, the ("Parties").

**WITNESSETH:**

**WHEREAS**, the City and the Vendor entered into an Agreement dated May 19, 2009, relating to redeployment and installation of cameras for the H.A.L.O and Secure Our Schools project (the "Agreement") which constituted Phases I and II; and

**WHEREAS**, the City and the Vendor wish to amend the Agreement to add an additional Phase III to the Agreement by the inclusion of Exhibit A-1 to the Scope of Work and also to increase the compensation to the Vendor for Phase III; and

**WHEREAS**, the Parties agree that the terms and conditions of performance stated in subsections I ("Overview") through VI ("Technical Mandatory Requirements") of Exhibit A, at pages 16 through 29 of the Agreement, shall apply to the work to be performed in this Amendatory Agreement; and

**WHEREAS**, the Parties have acknowledged that the source of some of the funds for this Agreement is grant money supplied by third parties and the Parties intend to be bound by the grant conditions which are attached hereto as Attachment 1; and

**WHEREAS** the Parties have agreed that the Vendor has supplied the City with new unit pricing as previously mentioned in the original Agreement which the Vendor shall honor, but that the parties have agreed is to voluminous to attach hereto.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations herein set forth, and incorporating the preceding clauses as part of the Agreement, the Parties agree as follows:

1. Article 4 is hereby amended to read in its entirety as follows:

"4. **TERM**: Unless earlier terminated as provided herein, the term of the Agreement is from January 31, 2009 through December 31, 2011."

09-2114-A

2. Articles 5(A) and 5(E)(i) of the Agreement entitled “**Fee**” and “**Maximum Contract Liability**” are hereby amended to read as follows:

“5. **Compensation and Payment:**

A. **Fee:** The Vendor’s sole compensation for its services rendered and costs incurred under the Agreement may not exceed the amounts set forth in **Exhibit A** and **Exhibit A-1**.

E. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for Services rendered and expenses incurred by Vendor with respect to any SOW or Phase of services or products for any amount in excess of the sum of **One Million Twenty Four Thousand Three Hundred Ninety Three Dollars (\$1,024,393.00)**. The Parties acknowledge and agree that such limitation shall not apply to any additional SOWs for any subsequent Projects, Services or Equipment agreed to in writing by the Parties after the date hereof. Vendor acknowledges that any work performed by Vendor beyond that specifically authorized by the City is performed at Vendor’s risk and without authorization under this Agreement.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendatory Agreement as of the day and year first written above.

**ATTEST:**

By: \_\_\_\_\_  
STEPHANIE Y. O'MALLEY,  
Clerk and Recorder, Ex-Officio  
Clerk of the City and County of Denver

**CITY AND COUNTY OF DENVER:**

By: \_\_\_\_\_  
M A Y O R

**RECOMMENDED AND APPROVED:**

By: \_\_\_\_\_  
Manager of Safety

By: \_\_\_\_\_  
Chief of Police

By: \_\_\_\_\_  
Chief Information Officer

**APPROVED AS TO FORM:**

DAVID R. FINE, Attorney for the  
City and County of Denver

By: \_\_\_\_\_  
Assistant City Attorney

**REGISTERED AND COUNTERSIGNED:**

By: \_\_\_\_\_  
Manager of Finance  
Contract Control No. GE82165(1)

By: \_\_\_\_\_  
Auditor

**"CITY"**

**AVRIO GROUP SURVEILLANCE  
SOLUTIONS, LLC.**

Taxpayer (IRS) I.D. No. 26-3966298

By: \_\_\_\_\_

Name: DARREN LIPSCOMB  
(please print)

Title: President

**"VENDOR"**

**EXHIBIT A-1 – SCOPE OF WORK**

PHASE III	QTY	DESCRIPTION	PRICE	VALUE PRE-DISCOUNT	15% Equipment Discount	25% Labor Discount	25% Maintenance Discount	FINAL COST
CATEGORY			TOTAL					Project Total
Access Point Kits	38	Ubiquiti 802.11b/gn single radio AP kit w/omni, power	\$295	\$11,210				
Car Kits	5	Long range mobile kit	\$495	\$2,475				
Install Labor	9	Crew, vehicles, at prevailing wages/day	\$2,450	\$22,050				
Engineering	6	Engineering, design, test, tune, document, drawings	\$1,500	\$9,000				
Project Mgt	1	Project management, logistics	\$1,500	\$1,500				
		Maintenance 5%		\$1,500				
				\$2,312				
		<b>Secure WiFi</b>		<b>\$46,235</b>				
					(\$2,053)	(\$2,625)	(\$578)	<b>\$43,281</b>
		<b>5 Pennsylvania</b>		<b>\$70,086</b>				
PODSS	3	D2 style, Sony RX570NB, Avrio Mesh	\$7,645	\$26,982				
Camera Licenses	3	ONSSI NETDVMs camera licenses and SUP	\$292	\$876				
Antennas	12	22dbi 4.9 to 6 Ghz panel antenna, cable and mount	\$249	\$2,988				
Back Haul	1	Exalt 4.9 with GPS, 55 mbps upgrade keys	\$15,000	\$15,000				
Repeater	1	Avrio Mesh Dual Repeater	\$3,900	\$3,900				
Repeater	1	Avrio Mesh Quad Repeater	\$4,900	\$4,900				
Enclosure	1	Enclosure with UPS Power regulator (555 17th St)	\$590	\$590				
Install Labor	3	Crew, vehicles, at prevailing wages/day	\$2,450	\$7,350				
Engineering	3	Engineering, design, test, tune, document, drawings	\$1,500	\$4,500				
Project Mgt	2	Project management logistics	\$1,500	\$3,000				
		Maintenance 5%		\$3,504				
					(\$9,285)	(\$1,875)	(\$876)	<b>\$62,654</b>
		<b>Cherry Creek</b>		<b>\$62,486</b>				
PODSS	3	D2 style, Sony RX570NB, Avrio Mesh	\$8,495	\$26,982				
Camera Licenses	3	ONSSI NETDVMs camera licenses and SUP	\$292	\$876				
Antennas	12	22dbi 4.9 to 6 Ghz panel antenna, cable and mount	\$249	\$2,988				
Back Haul	0	Use existing backhaul	\$15,000	\$0				
Repeater	3	Avrio Mesh Dual Repeater	\$3,900	\$11,700				
Enclosure	1	Enclosure with UPS Power regulator	\$590	\$590				
Install labor	3	Crew, vehicles, at prevailing wages/day	\$2,450	\$7,350				
Engineer	5	Engineering, design, test, tune, document, drawings	\$1,500	\$7,500				
Project Mgt	3	Project management logistics	\$1,500	\$4,500				
		Maintenance 5%		\$3,124				
					(\$6,470)	(\$3,000)	(\$781)	<b>\$55,359</b>
		<b>14th Street</b>		<b>\$62,782</b>				
PODSS(AL)	4	D2 style, Sony RX570NB, Avrio Mesh	\$7,645	\$35,976				
Camera Licenses	4	ONSSI NETDVMs camera licenses and SUP	\$292	\$1,168				
Antennas	12	22dbi 4.9 to 6 Ghz panel antenna, cable and mount	\$249	\$2,988				
Backhaul	0	Use existing backhaul	\$15,000	\$0				
Repeater	2	Avrio Mesh Dual Repeater	\$3,900	\$7,800				
Install labor	3	Crew, vehicles, at prevailing wages/day	\$2,450	\$7,350				
Engineering	3	Engineering, design, test, tune, document, drawings	\$1,500	\$4,500				
Project Mgt	2	Project management, logistics	\$1,500	\$3,000				
		Maintenance 5%		\$3,139				
					(\$7,190)	(\$1,875)	(\$785)	<b>\$56,071</b>

PHASE III	CATEGORY	QTY	DESCRIPTION	PRICE	VALUE PRE-DISCOUNT	15% Equipment Discount	25% Labor Discount	25% Maintenance Discount	FINAL COST
			<b>Coffax Avenue</b>		<b>TOTAL</b>				<b>Project Total</b>
	PODSS	11	D2 style, Sony RX570NB, Avrio Mesh	\$7,645	\$ 86,934				
	PODSS(AL)	1	POSS Polecam with Firetide radio, Sony RX570N	\$6,005	\$ 9,418				
	Camera Licenses	12	ONSSI NETDMS camera licenses and SUP	\$292	\$ 3,504				
	Antennas	24	22dbi 4.9 to 6 GHz panel antenna, cable and mount	\$249	\$ 5,976				
	Backhaul	1	Exalt 4.9 with GPS, 55 mbps upgrade keys	\$15,000	\$ 15,000				
	Repeater	1	Avrio Mesh Dual Repeater	\$3,900	\$ 3,900				
	Misc materials	1	New Mast on 303 West Coffax	\$250	\$ 250				
	Install labor	5	Crew, vehicles, at prevailing wages/day	\$2,450	\$ 12,250				
	Engineering	6	Engineering, design, test, tune, document, drawings	\$1,500	\$ 9,000				
	Project Mgt	2	Project management, logistics	\$1,500	\$ 3,000				
			Maintenance 5%		\$ 8,062				
			<b>DPS</b>		<b>\$ 163,732</b>				
	PODSS	12	RDSS Polecam with mesh radio, Sony SNC-RH164	\$10,199	\$ 122,388				
	Camera Licenses	12	ONSSI NETDMS camera licenses and SUP	\$292	\$ 3,504				
	Antennas	34	22dbi 4.9 to 6 GHz panel antenna, cable and mount	\$249	\$ 8,466				
	Repeater	5	Avrio Mesh Dual Repeater	\$3,900	\$ 19,500				
	Misc materials	4	Enclosure, mount	\$595	\$ 2,380				
	Install labor	10	Crew, vehicles, at prevailing wages/day	\$1,250	\$ 12,500				
	Engineering	7	Engineering, design, test, tune, documentation	\$1,500	\$ 10,500				
	Project Mgt	3	Project management, logistics	\$1,500	\$ 4,500				
			Maintenance 5%		\$ 9,187				
					<b>\$ 23,436</b>		<b>\$ (3,750)</b>	<b>\$ (2,297)</b>	<b>\$ 163,442</b>

DESCRIPTION	QTY	FINAL
WiFi Addition	1	\$43,291
S Pennsylvania	1	\$62,554
Cherry Creek	1	\$55,358
14th Street	1	\$56,071
Coffax Avenue	1	\$143,732
DPS	1	\$163,442
		<b>\$524,448</b>

## ATTACHMENT I

This agreement is being funded in part or in whole from Federal grant dollars. Therefore, as a contractor receiving federal funds your company has the responsibility to adhere to applicable federal program compliance requirements and as such are being provided a copy of the conditions applicable to the referenced awards within this exhibit.

U.S. Department of Justice Award #2009CKWX0659  
Office of Community Oriented Policing Services  
Secure Our Schools FY 2009  
CFDA #16.710

State of Colorado Award #98HS78417  
Governor's Office of Homeland Security  
Buffer Zone Protection Program  
CFDA #97.078

U.S. Department of Justice  
*Office of Community Oriented Policing Services*  
**Secure Our Schools (SOS) Grant Terms and Conditions**

By signing the Award Document to accept this Secure Our Schools grant, your agency agrees to abide by the following grant conditions:

1. The grantee agrees to comply with the terms and conditions in this 2009 COPS Secure Our Schools Grant Owner's Manual; COPS statute (42 U.S.C. §. 3796dd, et seq.); 28 C.F.R. Part 66 or 28 C.F.R. Part 70 as applicable (governing administrative requirements for grants and cooperative agreements); 2 C.F.R. Part 225 (OMB Circular A-87), 2 C.F.R. Part 220 (OMB Circular A-21), 2 C.F.R. Part 230 (OMB Circular A-122) and 48 C.F.R. Part 31.000 et seq. (FAR 31.2) as applicable (governing cost principles); OMB Circular A-133 (governing audits); representations made in the COPS Secure Our Schools grant application; and all other applicable program requirements, laws, orders, regulations, or circulars.

2. The grantee acknowledges its agreement to comply with the Assurances and Certifications forms that were submitted as part of its Secure Our Schools application.

3. The funding under this project is for the payment of up to 50% of approved costs to improve security at schools and on school grounds. The allowable costs for which your agency's grant has been approved are limited to those listed on the Financial Clearance Memorandum, which is included in your agency's award packet.

The Financial Clearance Memorandum specifies the costs that your agency is allowed to fund with your Secure Our Schools grant. It also describes any costs which have been disallowed after review of your proposed budget. Your agency may not use Secure Our Schools grant funds for any costs that are not identified as allowable in the Financial Clearance Memorandum.

4. Travel costs for transportation, lodging and subsistence, and related items are allowable under the Secure Our Schools program with prior approval from the COPS Office. Payment for allowable travel costs will be in accordance with 2 C.F.R. Part 225 (OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments), 2 C.F.R. Part 220 (OMB Circular A-21, Cost Principles for Educational Institutions), 2 C.F.R. Part 230 (OMB Circular A-122, Cost Principles for Non-Profit Organizations), and 48 C.F.R. Part 31.000, et seq. (FAR-31.2, Cost Principles for Commercial Organizations), as applicable.

5. State, local, and tribal governments must use Secure Our Schools grant funds to supplement, and not supplant, state, local, or Bureau of Indian Affairs (BIA) funds that are already committed or otherwise would have been committed for grant purposes (hiring, training, purchases, and/or activities) during the grant period. In other words, grantees may not use COPS funds to supplant (replace) state, local, or Bureau of Indian Affairs funds that would have been dedicated to the COPS-funded item(s) in the absence of the COPS grant.

6. Your agency may request an extension of the grant award period to receive additional time to implement your grant program. Such extensions do not provide additional funding. Only those grantees that can provide a reasonable justification for delays will be granted no-cost extensions. Extension requests must be received prior to the end date of the award. Any extension requests received after an award has expired will be approved only under very limited circumstances.

7. Occasionally, a change in an agency's fiscal or law enforcement situation necessitates a change in its Secure Our Schools award. Grant modifications under the Secure Our Schools program are evaluated on a case-by-case basis. All modification requests involving the purchase of new budget items must be approved, in writing, by the COPS Office prior to their implementation. In addition, please be aware that the COPS Office will not approve any modification request that results in an increase of federal funds.

8. The COPS Office may conduct monitoring or sponsor national evaluations of the COPS Secure Our Schools program. The grantee agrees to cooperate with the monitors and evaluators.

9. To assist the COPS Office in the monitoring of your award, your agency will be responsible for submitting periodic programmatic progress reports and quarterly financial reports.

10. Federal law requires that law enforcement agencies receiving federal funding from the COPS Office must be monitored to ensure compliance with their grant conditions and other applicable statutory regulations. The COPS Office is also interested in tracking the progress of our programs and the advancement of community policing. Both aspects of grant implementation—compliance and programmatic benefits—are part of the monitoring process coordinated by the U.S. Department of Justice. Grant monitoring activities conducted by the COPS Office include site visits, office-based grant reviews, alleged noncompliance reviews, financial and program reporting, and audit resolution. As a COPS Secure Our Schools grantee, you agree to cooperate with and respond to any requests for information pertaining to your grant.

11. All recipients of funding from the COPS Office must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

12. Grantees using Secure Our Schools funds to operate an interjurisdictional criminal intelligence system must comply with operating principles of 28 C.F.R. Part 23. The grantee acknowledges that it has completed, signed and submitted with its grant application the relevant Special Condition certifying its compliance with 28 C.F.R. Part 23.

13. Grantees who have been awarded funding for the procurement of an item (or group of items) or service in excess of \$100,000 and who plan to seek approval for use of a noncompetitive procurement process must provide a written sole source justification to the COPS Office for approval prior to obligating, expending, or drawing down grant funds for that item.

14. The grantee agrees to complete and keep on file, as appropriate, a Bureau of Citizenship and Immigration Services Employment Eligibility Verification Form (I-9). This form is to be used by recipients of federal funds to verify that persons are eligible to work in the United States.

15. False statements or claims made in connection with COPS grants may result in fines, imprisonment, or debarment from participating in federal grants or contracts, and/or any other remedy available by law.

## 21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all contracts except where noted in *italics*.

1. **CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** 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, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor 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.
6. **CHOICE OF LAW.** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.



**9. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507.** The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

**10. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental agreements]** Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

**11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]** Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c). Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.

**12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.** Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract.

### 23. EXHIBIT A - APPLICABLE LAWS

Federal laws and regulations incorporated into this Contract include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. Sections 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621-634
3. Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, 8 U.S.C. 1324b
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e
9. Title IX of the Education Amendment of 1972, 20 U.S.C. 1681, et seq.
10. Section 24-34-302, et seq., Colorado Revised Statutes 1997, as amended
11. The applicable of the following:
  - 11.1. Cost Principals for State, Local and Indian Tribal Governments, 2 CFR 225, (OMB Circular A-87);
  - 11.2. Cost Principals for Education Institutions, 2 C.F.R. 220, (OMB Circular A-21);
  - 11.3. Cost Principals for Non-Profit Organizations, 2 C.F.R. 230, (OMB Circular A-122), and
  - 11.4. Audits of States, Local Governments, and Non-Profit Organizations (OMB Circular A-133); and or the Colorado Local Government Audit Law, CRS §29-1-601, et seq, and implementing rules and regulations.
  - 11.5. Immigration Status -Cooperation with Federal Officials, CRS 29-29-101, et seq.
  - 11.6. Davis-Bacon Act, 40 U.S.C. SS 276a to 276a-7.
  - 11.7. Copeland Act, 40 U.S.C. S 276e and 18 U.S.C. SS 874.
  - 11.8. Contract Work Hours and Safety Standards Act, 40 U.S.C. SS 327-333, regarding labor standards for federally assisted construction sub-awards.
  - 11.9. Wild and Scenic Rivers Act of 1968, 16 U.S.C. SS 1271 et. seq., related to protecting components or potential components of the national wild and scenic rivers system.
  - 11.10. National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470, Executive Order No. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 et. seq.
  - 11.11. Stafford Disaster Assistance and Emergency Relief Act 42 U.S.C. 5121 et seq., as amended.
  - 11.12. National Flood Insurance Act of 1968, 42 U.S.C. 4001 et. seq.
  - 11.13. Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 USC 104.
  - 11.14. Office of Defense Authorization Act of 1986, Title 14, Part B, Section 1412, 50 U.S.C. 1521.
  - 11.15. USA PATRIOT Act of 2001, (Pub. L. 107-56).
  - 11.16. Digital Television Transition and Public Safety Act of 2005, (Pub L. 109-171)
12. Federal Emergency Management Agency, Office of Homeland Security Regulations: All Applicable Portions of 44 CFR Chapter 1, with the following Parts specially noted and applicable to all grants of FEMA/DHS funds:
  - 12.1. Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 44 C.F.R. 13.
  - 12.2. Governmentwide Debarment and Suspension (Nonprocurement) and Requirements for Drug-Free Workplace, 44 C.F.R. 17.
  - 12.3. New Restrictions on Lobbying, 44 C.F.R. 18.
13. Privacy Act of 1974, 5 U.S.C. S 5529 and Regulations adopted thereunder (44 C.F.R. 6)
14. Prohibition against use of Federal Funds for Lobbying, 31 U.S.C. 1352
15. None of the funds made available through this agreement shall be used in contravention of the Federal buildings performance and reporting requirements of Executive Order No. 13123, part 3 of title V of the National Energy Conservation Policy Act, 42 U.S.C. 8251 et. Seq., or subtitle A of title I of the Energy Policy Act of 2005 (including the amendments made thereby).
16. None of the funds made available shall be used in contravention of section 303 of the Energy Policy Act of 1992, 42 U.S.C. 13212.
17. Buy American Act, 41 U.S.C. 10a et seq.
18. Relevant Federal and State Grant Guidance, including the Grants Management Guide issued by the Office