

## A G R E E M E N T

**THIS AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **MILE HIGH UNITED WAY, INC.**, a Colorado nonprofit corporation, with an address of 711 Park Avenue West, Denver, Colorado 80205 (“Contractor”); which may individually be referred to herein as a “Party” or jointly as “Parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Children’s Affairs (“Executive Director”) or, the Executive Director’s Designee.

**2. SERVICES TO BE PERFORMED:**

**2.1** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, the Scope of Work, to the City’s satisfaction.

**2.2** The Contractor is ready, willing, and able to provide the services required by this Agreement.

**2.3** The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence on June 1, 2023, and will terminate on December 31, 2024 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**4.1 Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,500,000.00)** for fees. Amounts billed may not exceed the rates set forth in **Exhibit A**.

**4.2 Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the rates in **Exhibit A**.

**4.3 Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**4.4 Maximum Contract Amount:**

**4.4.1** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **THREE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$3,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

**4.4.2** The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**4.5 In-Kind Contribution:** The Contractor or the Contractor's program partner or partners will contribute a partial match from non-City funds through cash or in-kind contributions of services. Values for non-City in-kind contributions of services will be established in accordance with applicable regulations, cost principles, or as otherwise determined by the City. Contractor's total non-City contribution (cash and in-kind services) under this Agreement will be at least **ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,500,000.00)** as set forth in **Exhibit A**. Contractor will be responsible for documenting and maintaining accurate records to the reasonable satisfaction of the City of the contributions. Such contributions will be recorded on each invoice and any other financial reports provided to the City on a monthly basis. Each monthly report will list all contributions provided by Contractor for each respective quarter and will list the total amount of contributions made as of the date of the monthly report.

**5. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor

any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**6. TERMINATION:**

**6.1** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when the Executive Director provides such written notice to Contractor. Contractor also has the right to terminate the Agreement under and limited to the circumstances described in **Exhibit A**.

**6.2** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead nolo contendere, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**6.3** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement (including **Exhibit A**).

**6.4** If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

**7. EXAMINATION OF RECORDS AND AUDITS:** The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her

representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

**8. ARPA FUNDS:**

**8.1** The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

**8.1.1** To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

**8.1.2** To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

**8.1.3** For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

**8.1.4** To make necessary investments in water, sewer, or broadband infrastructure.

**8.2** The Contractor shall only utilize ARPA Funds for the purposes described in the Scope of Services attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit A**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

**8.3** The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December 31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent

that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

**8.4** To the extent that the Contractor's services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.

**9. INSURANCE:**

**9.1 General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, (Contractor/Consultant) shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall

maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**9.2 Proof of Insurance:** Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

**9.3 Additional Insureds:** For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**9.4 Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, Contractor's insurer shall waive subrogation rights against the City.

**9.5 Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

**9.6 Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**9.7 Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and

\$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

**9.8 Automobile Liability:** Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

**9.9 Cyber Liability:** Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

**10. DEFENSE AND INDEMNIFICATION:**

**10.1** Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

**10.2** Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

**10.3** Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall



be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**10.4** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

**10.5** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**11. COLORADO WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**12. GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**13. TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**14. ASSIGNMENT; SUBCONTRACTING:** Accept as required for the work under this contract, the Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor

shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**15. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**18. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**19. CONFLICT OF INTEREST:**

**19.1** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**19.2** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will

determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**20. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Office of Children's Affairs  
201 West Colfax Avenue, Dept. 1101  
Denver, CO 80202

With a copy of any such notice to:

Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**21. DISPUTES:** All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

**22. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyles, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**24. COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**25. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**26. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

**27. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

**28. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively,

“Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

**29. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**30. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor’s advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. CONFIDENTIAL INFORMATION:**

**31.1** “Confidential Information” means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a “Disclosing Party”) or permit the other Party (the “Receiving Party”) access to the Disclosing Party’s Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees,

subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

**31.2** The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

**31.3** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

**31.4** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a

lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

**32. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:**

**32.1** Contractor shall provide permission to approved City analysts for access to Contractor's server storing City data in relational database form. Contractor shall provide a fully developed data dictionary and relational database structure map. Every City datapoint stored in Contractor's system shall be accessible to City analysts.

**32.2** At a minimum, and upon request of the City, the Contractor shall regularly upload all new City records from all tables in tabular (rows and columns) form to a Secure File Transfer Protocol (SFTP) location accessible to the City. Contractor shall provide data on a frequent basis, minimally every twenty-four hours. Contractor shall provide data with a simple schema (ideally tab- or comma-delimited files) and instructions for populating them to a City server and database. Contractor shall provide a fully developed data dictionary and relational database structure map.

**33. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement, including exhibits, is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning

the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**EXHIBITS**

**Exhibit A – Scope of Work**

**Exhibit B – Certificate of Insurance**

**Exhibit C – ARPA Terms**

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]  
[SIGNATURE PAGES FOLLOW]**



**Contract Control Number:** MOEAI-202368717-00  
**Contractor Name:** MILE HIGH UNITED WAY, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

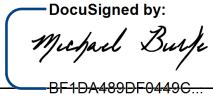
\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

MOEAI-202368717-00  
MILE HIGH UNITED WAY, INC.

By:  \_\_\_\_\_  
BF1DA489DF0449C...

Name: Michael Burke  
(please print)

Title: Chief Financial Officer  
(please print)

ATTEST: [if required]

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

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A

Vendor Information:				
Organization Name:	Mile High United Way			
Mailing Address:	711 Park Avenue West, Denver, CO 80205			
Organization Contacts:				
REQUIRED CONTACT	NAME	TITLE	PHONE	EMAIL
Executive Level	<b>Michael Burke</b>	<b>Chief Financial Officer</b>	<b>303.561.2346</b>	michael.burke@unitedwaydenver.org
Signature Authority	<b>Michael Burke</b>	<b>Chief Financial Officer</b>	<b>303.561.2346</b>	michael.burke@unitedwaydenver.org
Program Contact	<b>Michael Burke</b>	<b>Chief Financial Officer</b>	<b>303.561.2346</b>	michael.burke@unitedwaydenver.org
Fiscal Contact	<b>Kevin Coffey</b>	<b>Grants Manager</b>	<b>303.561.2319</b>	kevin.coffey@unitedwaydenver.org
Invoice schedule:	Monthly (Invoices to be submitted with appropriate back-up to OCAinvoices@denvergov.org)			
To be completed by OCA				
OCA Program:	ARPA & Bronco Funds			
Program	Fund	Cost Center	Program Code or Grant ID	Total Budget
ARPA	11011	0103100	GR00002096 AWD00001137	\$2,500,000
Bronco Funds	11887	0103100	N/A	\$1,000,000
My Spark, LLC	n/a	n/a	n/a	\$1,000,000
Gary Ventures – IN KIND	n/a	n/a	n/a	\$500,001
MAXIMUM CONTRACT AMOUNT				\$5,000,001
Contract Term:	<b>6/1/2023 – 12/31/2024</b>			
If selected by Competitive Process, Title of RFX:	Sole Source			

**Invoices are to be submitted monthly, unless otherwise approved.**  
**The December/final invoice is due by January 1, 2025.**

## EXHIBIT A

**Advance payment: 10% to be paid in advance and the remaining 90% in accordance with the City's Prompt Pay Ordinance.**

### **Organization Description:**

#### **1) Information**

**a) Please briefly describe your organization, mission and vision. (100 words)**

In 1887, a group of visionaries banded together to address facing challenges too large and too complex to be solved by any one organization. That year, they collected \$21,000 to allocate towards collective community solutions and social change. This was the beginning of the United Way movement. Today, Mile High United Way's (MHUW) mission remains in line with that of our founders: uniting people, ideas, and resources to advance the common good. MHUW has recently focus its efforts, through its United For Families program, in expanding the opportunities for school age children with supports for Out of School Time efforts.

**b) Please share specific examples on how you ensure quality and measure success. (100 words)**

Under the direction of OCA, MHUW will work with My Spark LLC ("My Spark") to have a My Spark team trained to support families and providers to ensure program success. All approved My Spark providers will adhere to the OCA's minimum safety requirements and My Spark will hold periodic program quality check ins. A third party evaluator will help understand progress towards the ambitious goals identified below. We expect participant responses to a formal survey to be the main source of data, though the evaluation team will likely suggest others. Lastly, OCA, MHUW and My Spark will regularly meet to inform program updates and improvements.

**c) Please also share how you support and retain your staff? (100 words)**

MHUW offers generous benefits including paid time off to take as needed, as well as 11 paid holidays, paid parental leave, and paid time for sick leave. MHUW offers staff development opportunities on an ongoing basis. We partner with the Employers Council to conduct compensation and job analysis reviews periodically using market-driven compensation survey research. The salary range for each Mile High United Way position is 80% to 120% of the market median. Program staff regularly engage in trainings on addressing secondary trauma and compassion fatigue. They are encouraged to be open with their supervisors when they need additional support.

#### **2) Diversity, Equity & Inclusion: (200 words)**

a) Tell us about how your organization ensures diversity, equity, and inclusion within your leadership, structure, and staff, as well as how it reflects and supports the community served.

MHUW's board and senior leadership are committed to incorporating diversity in our programs and services and operations. On a staff level, much of this work is led by a DEI Work Group formed in August 2017. This team includes staff members from across departments and aims to increase the cultural competency of the organization. The DEI Work Group leads cultural celebrations and learning sessions for the entire staff around such topics as inclusion and change

# EXHIBIT A

management, Black history, disability awareness, cultural competence, and understanding gender-diverse communities, all discussed within a historical and cultural context.

MHUW employs a diverse staff who identify as: 26% Hispanic/Latino, 10% African American, 5% Asian American, 53% White, and 2% two or more races. BTG staff seek out volunteers and community partnerships that reflect the diversity of participants.

### 3) **Collective Impact:** (150 words)

a.) Describe any existing partners and/or plans to engage new partners. Include who they are and how they enhance your program and benefit participants.

Our primary partner will be My Spark, who has been supporting work like this for many years and directly piloting similar programming for two years. My Spark, therefore, brings significant expertise in quality program management, a large network of provider partners as well as grassroots family serving organization partners, and direct experience working with target families and students.

The broader My Spark Working Committee will provide recommendations and support of program administrators and study of pilot outcomes (study to be done by 3rd party evaluator). The Working Committee will be comprised of:

- A City Councilmember
- An OCA representative
- A DPS representative
- City of Denver Finance Department
- City of Denver Mayor’s Office
- 1-2 representative(s) from a small non-profit operating partner (organization tbd)
- 1-2 representative(s) from a large non-profit operating partner (organization tbd)
- 3-4 community coalition representatives
- Community coalition representative from Gary Ventures Inc.

The Working Committee would meet regularly (approximately monthly) beginning in 2023 through the pilot project and outcomes study (likely June 2024).

### **Program Description:**

1) Please identify the category or categories that describe your youth program:

- |                                     |                                                                                          |
|-------------------------------------|------------------------------------------------------------------------------------------|
|                                     | <input type="checkbox"/> Provide quality education early in life                         |
| <input checked="" type="checkbox"/> | Promote environments that support healthy development                                    |
| <input checked="" type="checkbox"/> | Connect young people to caring adults and activities                                     |
| <input checked="" type="checkbox"/> | Strengthen the development of social, emotional and academic skills for youth and adults |
| <input checked="" type="checkbox"/> | Provide access to mental health supports                                                 |
| <input type="checkbox"/>            | Support work development and opportunities for employment                                |
| <input type="checkbox"/>            | Other: _____                                                                             |

## EXHIBIT A

2) Please describe your programming:

**a) Tell us about the population you plan to serve, including basic demographics of participants (race/ethnicity/gender identity, etc.). (100 words)**

My Spark plans to serve Denver Public Schools middle school students in grades 6-8 who qualify for Free and Reduced Lunch, regardless of race, ethnicity, gender identity, etc.

**b.) Tell us how participants will be recruited/enrolled and describe your strategies for retaining participants in your program. (100 words)**

Mile High United Way and My Spark will recruit youth participants through targeted outreach at DPS middle schools, media and social media campaigns, as well as through our strong partnership with many Denver-based family serving organizations. Participants will apply for My Spark participation on a streamlined and centralized platform (My Spark Parent Portal) that has also been approved by OCA. The My Spark team will review each youth application for eligibility via the portal. Participants (the parents/caregivers of the youth) will receive written notification of approval from My Spark if they meet all participation criteria.

**Participation criteria include:**

- 1.) enrollment in a DPS school serving middle school grades (6-8, age 11-14) and;
- 2.) qualify for free and reduced lunch

If the number of students approved exceeds the number funded (approximately 4,000), a waitlist will be established based on the order of application. The waitlist will be maintained by My Spark in the online portal. Once enrolled in My Spark, community outreach specialists (at least some of which will be bilingual) will connect families to their preferred and approved providers. Community outreach specialists, based at My Spark, will further check in on families and providers to ensure a smooth transition into their programming. There will be many participant service locations due to program size and scope.

**My Spark eligibility requirements for providers include:**

- 1.) OCA's Minimum Safety Requirements
- 2.) My Spark Minimum Insurance Requirements
  - a. Commercial General Liability – no exclusion for sexual assault or molestation
  - b. An umbrella policy naming My Spark LLC as an additionally insured
  - c. Worker's Compensation, when applicable
  - d. Business Auto, when applicable
- 3.) Serve middle school age youth expected to be between 11-14 years old

My Spark's onboarding process will include:

- 1.) Direct contact to providers or outreach to providers who submitted an interest form
- 2.) Communicate provider requirements (e.g. insurance)
- 3.) Provide program background and intent information

## EXHIBIT A

- 4.) Send documents for the provider to complete
- 5.) Validate the signed documents
- 6.) Add providers to the portal
- 7.) Additional provider supports can come through provider, student, or evaluator request

**c) Describe how your organization engages the participants to inform program delivery. (surveys, focus groups, etc.) (100 words)**

Direct user experience and feedback is highly important to OCA, MHUW, and My Spark, and we will have a number of ways in which we will continue to understand student and family experience. In the past two years of piloting we have paid particular attention to the experience of low-income families and students, students and for families for whom English is not their first language and have taken that data in order to design this pilot and programming. First, we will collect preference and other related information in the My Spark application process. Second, periodic interviews and focus groups will be performed by My Spark and surveys will be given to program participants to inform program delivery and real-time program improvement. A third-party evaluator (TBD) will be engaged to assist with development of the survey in order to ensure that quality family and student engagement data is consistently collected to inform short-term and long-term program design.

**d) Describe the policies and practices in place to keep participants physically and emotionally safe in the program. (100 words)**

All approved My Spark providers will adhere to OCA's minimum safety requirements and to My Spark's insurance requirements (listed above) as well as compliance processes.

**e) Please describe what outcomes you hope to achieve, and the dosage hours needed for participants to achieve the intended outcomes. (100 words)**

- Enrolled youth engage in productive extra-curricular activities/experiences and report feeling connected as a result of participating in the program, which we know is strongly correlated with increased feelings of social connectedness positive student and family experience.
- Student utilization of fee-based programming
- Student and family experience

\* This will be measured by a pre- and post- survey and analysis of the debit card spend down of funds midway and at the end of the contract term

## EXHIBIT A

### **Participant service location(s) and outputs:**

There will be many participant service locations due to program size and scope. My Spark will hold onboarding meetings with all providers and will ensure approved providers will meet the provider eligibility requirements listed above.

### **Budget: A detailed budget for the entire contract period of 7/1/2023 – 9/1/2024**

**A) Briefly describe how the funding will be utilized and leveraged (word limit 150)**

#### **BUDGET NARRATIVE**

	<b>City Funds (ARPA)</b>	<b>City Funds (Broncos)</b>	<b>My Spark LLC</b>	<b>Gary In-Kind</b>	<b>TOTAL</b>
<b>Personnel</b> (employees of organization only)				\$360,000	\$360,000
	Narrative: IN KIND Gary In Kind supporting 1 program lead: \$60,000 Accountants/controllers: \$40,000 Program manager \$60,000 Evaluator: 200,000				
<b>Fringe Benefits</b> (percentage of taxes and benefits paid for each employee listed under personnel)					
	Narrative:				
<b>Travel</b> (mileage calculated based on current IRS listed rate)	\$556	\$222	\$222		\$1,000
	Narrative:  With 150-200 providers required, and approximately 8 miles round trip to each provider, we anticipate the cost of mileage to be approximately \$1000 given the IRS rate of 65.5 cents per mile. Travel costs are for the purposes of onboarding, site visits, and data collection.				
<b>Equipment</b> (only used)	\$	\$	\$		\$



## EXHIBIT A

for individual items exceed \$5,000 in value)					
	Narrative:				
<b>Supplies &amp; Materials</b> (example: office supplies, program materials)					
	Narrative:				
<b>Sub-contracts</b> (any individual or organization who will receive funds in accordance with the services to be delivered as outlined in this scope of work – e.g. content specific partners, consultants, etc.)	\$2,429,722	\$971,889	\$971,889	\$60,000	\$4,433,500
	<p>Narrative: All costs in the first column are reflected in a subcontract with My Spark to implement and administer the My Spark Program. Funds will be disbursed by My Spark subcontractor MoCaFi to program participants minus operating expenses.</p> <p>MoCaFi fund distribution via restricted debit cards: \$114,000 MoCaFi card costs: \$11,400</p> <p>CitySpan registration and enrollment portal build: \$81,250</p> <p>3-5 family and provider support specialists responsible for manually approving qualified participants, providing customer support to families and providers, navigating families to preferred, approved My Spark activities, and onboarding approved providers: \$210,000</p> <p>3 temporary provider enrollment specialists: \$91,850</p> <p>1 community outreach lead: \$65,000</p>				

## EXHIBIT A

	<p>Gary In Kind reflects capacity grants to equip smaller providers for participation in My Spark. This is approximating 150 at \$400 for each grant: \$60,000</p> <p>Funds directly to families (via MoCaFi): \$3,800,000</p> <p>Any additional cash will be used for distribution directly to families.</p>				
<b>Other Direct Costs</b> (insurance, other program costs, food not to exceed 5%)	\$11,389	\$4,556	\$4,556		\$20,501
	<p>Narrative:</p> <p>Cost of translation and interpretation services for the website and ongoing participant support: \$6,000</p> <p>Cost of recruitment and program events (\$500 x 5 events): \$2500</p> <p>Phone and text service to support the My Spark team for the purposes of provider and participant outreach and support. Other CRM and data management services necessary for provider and participant support.- \$12,001</p>				
<b>Indirect Costs:</b> (overhead costs not to exceed 10% of total award)	\$58,333	\$23,333	\$23,333	\$80,001	\$185,000
	<p>Narrative:</p> <p>Mile High United Way administration expenses ("Administration Fee") for the My Spark Program and Gary In Kind to cover administration expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable): \$185,000</p>				
<b>TOTAL 2023-2024</b>	\$2,500,000	\$1,000,000	\$1,000,000	\$500,001	\$5,000,001

Note: Gary funds and Gary in-kind support noted in the above table are anticipated but not contractually guaranteed to MHUW at this time.

## EXHIBIT A

### **GOALS:**

Program Goals and Outcomes (Please use a SMART goal format (Specific, Measurable, Attainable, Relevant, Time-Bound))

Programs must identify at least three measurable outcome goals, and at least one outcome goal must be focused on social emotional learning (SEL).

(SEL example: changes in behavior, attitude, skills, knowledge) and one program attendance goal

(Example: At least 75 youth will attend 60+ days of the school year program).

SMART GOALS		
Goal	Measurement	Timeline
<b>Student Outcome Goals:</b> <b>Over 80% of participating youth</b> report feeling connected as a result of participating in the program, which we know is strongly correlated with increased feelings of social connectedness positive student and family experience.	Note that a third party evaluator expert will be used in order to understand progress towards these goals. We expect responses to a formal survey to be the main source of data, though the evaluation team will likely suggest others. Survey data will be collected by a third part evaluator.	Completed by September 1, 2024
The My Spark program design works as evidenced by over 80% of eligible families utilizing the stipend and enrolling their students in qualifying programs.	Note that a third party evaluator will be used in order to understand progress towards these goals. We expect responses to a formal survey to be the main source of data, though the evaluation team will likely suggest others.	Completed by September 1, 2024
Program Design Goals: Over 80% of families report satisfaction in using the My Spark platform and payment system, and signal interest in the program expanding, as reported in the post-survey.	Note that a third party evaluator will be used in order to understand progress towards these goals. We expect responses to a formal survey to be the main source of data, though the evaluation team will likely suggest others.	Completed by September 1, 2024
Over 80% of participating providers respond favorably regarding their	Note that a third party evaluator will be used in order to understand progress towards these goals. We	Completed by September 1, 2024

## EXHIBIT A

<p>participation in the program and signal interest in and capacity to expand the program. The program provides access to a significant number of families who report that they otherwise would not have been able to provide their students with enrichment activities, as reported in the post survey.</p>	<p>expect responses to a formal survey to be the main source of data, though the evaluation team will likely suggest others.</p>	
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------	--

**The City disclaims any liability or responsibility with regard to services obtained by participating families from the afterschool providers selected by MHUW or My Spark. MHUW or My Spark will ensure that any subcontractors that may be retained by MHUW or My Spark maintain the required insurance under the agreement; ensure that the City is a named additional insured; and ensure that the subcontractors, if any, indemnify the City to the same extent as MHUW or My Spark.** The afterschool providers who will be providing direct services are not considered subcontractors and the insurance requirements required by OCA for contractors and subcontractors are not required.

### Compliance & Reporting Requirements

#### General Requirements:

- 1) All modifications to the services and/or budget that exceeds 5% in change to any line item must be pre-approved in writing by the Office of Children’s Affairs
- 2) The Parties recognize that, other than the Administration services described above, MHUW will subcontract the services under the agreement to My Spark. However, such subcontracting is contingent upon MHUW’s and My Spark’s execution of a subcontract in which the obligations contained in this Exhibit A and the Agreement to which this Exhibit A is attached (together, the “Prime Agreement”) flow down to My Spark (and any Gary-related guarantor that MHUW may require), and which contains other provisions that MHUW deems necessary or appropriate to allow MHUW to fulfill its obligations under the Prime Agreement (the “Subcontract”).
- 3) Upon written notice to the City, MHUW shall have the right to cease providing the services set forth herein and terminate the Prime Agreement in the event that MHUW determines that (a) MHUW, My Spark, and any Gary-related guarantor will not timely execute a Subcontract, (b) the financial or in-kind support from My Spark or Gary described above has not or will not materialize, or (c) My Spark has violated or threatens to violate its obligations under the Subcontract or has caused or threatened to cause MHUW to violate MHUW’s obligations under the Prime Agreement. In the event the Prime Agreement is terminated for any reason, MHUW shall return to the City all funds that MHUW has received from the City under the

## EXHIBIT A

Prime Agreement and not expended; provided, however, that MHUW shall be entitled to payment for services satisfactorily completed up to the date of termination.

- 4) Funds must be used to support direct program services as listed in this Scope of Work and applies to Mile High United Way, My Spark, as well as any and all providers.
- 5) Funding is intended to serve as a supplement, to support keeping doors open for programs by and/or increase/expand existing programming, not to supplant other funding sources.
- 6) Programs that are not licensed by the Colorado Department of Human Services must meet Minimum Safety Requirements as outlined in Exhibit C.
- 7) Organizations may be required to meet with an Office of Children's Affairs representative to debrief, share lessons learned about process, programming impact, etc.
- 8) Organizations will be required to host one site visit for Office of Children's Affairs staff each year.
- 9) Organizations are expected to display signage and/or online banners noting that the program receives funding from the Office of Children's Affairs. The City will provide electronic files that can be printed and/or displayed on websites and other materials. Mile High United Way and My Spark will secure approval from the Office of Children's Affairs PRIOR to sharing, posting, sending, displaying, or otherwise distributing all materials for this program.
- 10) My Spark and Mile High United way will be responsible for confirming insurance coverage of any subcontractors.
- 11) My Spark will provide a list of participating partners to OCA.
- 12) My Spark will ensure the partners can meet the program goals and outcomes.
- 13) My Spark will submit a report with every invoice to OCA to include the following:
  - a) Number of eligible families
  - b) Number of ineligible families
  - c) Total amount spent
  - d) Average amount spent per card
  - e) Purchases by service category (Ex: art, music, sports, etc)
- 14) My Spark will submit a raw data download report quarterly to OCA which contains all of the data points listed below
- 15) My Spark will conduct a pre- and post- survey of families and/or youth

### **My Spark Data Tracking/Reports/Surveys (collected by My Spark):**

1. Parent/Guardian Name
2. Parent/Guardian Email
3. Parent/Guardian Phone
4. Parent/Guardian Address
5. Child First Name
6. Child Last Name
7. Child Date of Birth
8. Child School Attended During 2022-2023 Academic Year

## EXHIBIT A

9. Child School Attending During 2023-2024 Academic Year

10. DPS Student ID

11. Race and Ethnicity

- a. Asian, Black/African American, Hispanic/Latinx, Native American or Alaska Native, Native Hawaiian or Pacific Islander, White, Two or more races, Decline to Answer

12. Gender identity

- a. Male, Female, Gender non-conforming, Data not collected

2) **Data Collection Waivers for Inclusion in Youth Registration Packets if Organization is not using DAAconnect to register students:**

● **Sharing Data with the City and County of Denver**

I give permission to the Organization to release my Child's identifying information (first name, last name, date of birth, student ID, address, school of attendance, race/ethnicity and gender identity) to the City and County of Denver, for the purposes of data reporting in compliance with applicable funding sources.

I Agree: YES NO

● **Data Collection - Survey Data**

I give permission for my Child to respond to surveys that assess my Child's experience with the Organization and provide feedback on programs to gauge if programs are providing a positive impact on my child's school performance and behavior.

I Agree: YES NO

● **Data Collection - Data Retention**

My child's information will be retained for no more than five years and will be used to evaluate the success of the program. My child's information will be kept confidential, de-identified to the extent possible, and be protected by law and industry standards. My authorization expires in five years but may be revoked or modified by me by contacting the organization at any time. My child's participation in this program is not conditional to my signing this waiver.

I Agree: YES NO

- Participant Personally Identifiable Information is being shared with program evaluator:

- "Information provided will be utilized for the administration & evaluation of the \_\_\_\_\_ **program/purpose** by City and County of Denver. The Office of Children's Affairs utilizes a trusted third party (**insert name**) for purposes of program evaluation. Personally identifiable and Confidential information provided in this **application/submission** will not be repurposed or shared for purposes outside of this **program/purpose** without the consent of the **applicant/individual**.

- \_\_\_ I do not wish to have Personally Identifiable Information shared with the Office of Children's Affairs evaluation partner.

## EXHIBIT A

- Aggregate data is only data shared with program evaluator:
  - "Information provided will be utilized for the administration & evaluation of the \_\_\_\_\_ **program/purpose** by City and County of Denver. Personally identifiable and Confidential information provided in this **application/submission** will not be repurposed, utilized, and/or shared for purposes outside of this **program/purpose** without the consent of the **applicant/individual**.
- MHUW will ensure that any photography release permissions or waivers are executed and copies provided to OCA.

### Office of Children's Affairs Contacts:

- 📧 **Melissa Janiszewski – Executive Director**  
[Melissa.janiszewski@denvergov.org](mailto:Melissa.janiszewski@denvergov.org)
- 📧 **Kat Jarvis – Deputy Director**  
[Katherine.jarvis@denvergov.org](mailto:Katherine.jarvis@denvergov.org)
- **Terra Swazer – Contract Administrator**  
[Terra.swazer@denvergov.org](mailto:Terra.swazer@denvergov.org)  
720-913-0878
- 📧 **Dominic Diaz – Contract Compliance Coordinator**  
[Dominic.diaz@denvergov.org](mailto:Dominic.diaz@denvergov.org)  
720-913-0915



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/6/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> IMA Select LLC 1705 17th Street Suite 100 Denver CO 80202  License#: PC-1115916 MILEHIG-03	<b>CONTACT NAME:</b> Katie Sunwold <b>PHONE (A/C, No, Ext):</b> 303-615-7723 <b>FAX (A/C, No):</b> 303-534-0600 <b>E-MAIL ADDRESS:</b> katie.sunwold@imacorp.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td><b>INSURER A:</b> Philadelphia Indemnity Insurance Company</td> <td style="text-align: center;">18058</td> </tr> <tr> <td><b>INSURER B:</b> Zurich American Insurance Company</td> <td style="text-align: center;">16535</td> </tr> <tr> <td><b>INSURER C:</b> Houston Casualty Company</td> <td style="text-align: center;">42374</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	18058	<b>INSURER B:</b> Zurich American Insurance Company	16535	<b>INSURER C:</b> Houston Casualty Company	42374	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER C:</b> Houston Casualty Company	42374														
<b>INSURER D:</b>															
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES** **CERTIFICATE NUMBER:** 1150542376 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2469660	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2469660	9/30/2022	9/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB834183	9/30/2022	9/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC932783502	10/1/2022	10/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			H22NGP219834-00	10/30/2022	10/30/2023	Per Claim \$2,000,000 Agg \$2,000,000
A	Professional Liability			PHPK2469660	9/30/2022	9/30/2023	Per Claim \$1,000,000 Agg \$2,000,000
A	Sexual Abuse & Molestation			PHPK2469660	9/30/2022	9/30/2023	Per Claim \$1,000,000 Agg \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Crime: Policy #82552129, Effective 9/30/2022 – 9/30/2023, Insurer: Federal Insurance Company, NAIC 20281, Limit \$5,000,000; Deductible \$5,000.  
 Protected Information coverage is provided by the Cyber Liability Policy, subject to the policy terms and conditions.  
 Denver Office of Children's Affairs is included as Additional Insured on the General Liability, Automobile Liability, Umbrella Liability, Cyber Liability and Professional Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.  
 A Waiver of Subrogation is provided in favor of Denver Office of Children's Affairs on the General Liability, Automobile Liability, Umbrella Liability, Cyber Liability and Professional Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

**CERTIFICATE HOLDER**

**CANCELLATION**

Denver Office of Children's Affairs 201 W Colfax Ave. Department 1101 Denver CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



### Exhibit C

OMB Approved No.:1505-0271  
Expiration Date: 11/30/2021

#### U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
--------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
Authorized Representative:  
Title:  
Date signed:

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
  - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
Expiration Date: November 30, 2021

**ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS**  
**ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official

**PAPERWORK REDUCTION ACT NOTICE**  
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