

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT is made 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 (the “Consultant”), jointly the “Parties.”

RECITALS

A. The City and Consultant entered into an Agreement executed on July 13, 2023 (“Agreement”), for the performance of certain services set forth in that Agreement and the exhibits thereto; and

B. The Parties wish to amend the Agreement to extend the term date to allow for continuation of services.

NOW, THEREFORE, the Parties hereby agree as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read: “Exhibit A and Exhibit A-1, as applicable.” The Scope of Work marked as Exhibit A-1 is attached hereto and incorporated herein by this reference.

2. Section 3 of the Agreement entitled “**TERM**” is amended to read as follows:

“The Agreement will commence on June 1, 2023, and will terminate on August 31, 2026 (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.”

3. Except as amended in this First Amendatory Agreement, the Agreement is affirmed and ratified in each and every particular.

4. This First Amendatory 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number:
Contractor Name:

MOEAI-202476130-01 LEGACY: 202368717-00
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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

MOEAI-202476130-01 LEGACY: 202368717-00
MILE HIGH UNITED WAY, INC.

By:

Signed by:
Michael Burke
BF1DA489DF0449C...

Name:

Michael Burke
(please print)

Title:

Chief Financial officer
(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)

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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	Michael Burke	Chief Financial Officer	303.561.2346	michael.burke@unitedwaydenver.org
Signature Authority	Michael Burke	Chief Financial Officer	303.561.2346	michael.burke@unitedwaydenver.org
Program Contact	Michael Burke	Chief Financial Officer	303.561.2346	michael.burke@unitedwaydenver.org
Fiscal Contact	Kevin Coffey	Grants Manager	303.561.2319	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:	6/1/2023 – 8/31/2026			
If selected by Competitive Process, Title of RFX:	Sole Source			

Invoices are to be submitted monthly, unless otherwise approved. The final invoice is due by September 20, 2026

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

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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 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.

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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:

- ☐ Provide quality education early in life
- ☒ Promote environments that support healthy development
- ☒ Connect young people to caring adults and activities
- ☒ Strengthen the development of social, emotional and academic skills for youth and adults
- ☒ Provide access to mental health supports
- ☐ Support work development and opportunities for employment
- ☐ Other: _____

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

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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.

Timeline:

My Spark will exhaust all efforts to serve the initial 4,000 students by continued school outreach (school newsletters, DPS Athletics emails, etc.)

My Spark will contact families for round 2 of funding within 30 days of reaching 4,000 students and no later than January 31, 2026.

My Spark will provide 30 days written notice to families regarding recouping unused funds. My Spark sends out, at minimum, monthly communication about balance information and upcoming deadlines. My Spark can recoup unused funds 6 months from when originally distributed to families, with the first recouping date being 6 months from 9/13/2024.

The deadline for use of debit cards is July 31, 2026.

Once My Spark has served 4,000 students in the program, My Spark will offer remaining funds and/or recouped funds, of up to \$1000 per student with a maximum of 2 additional funding rounds (\$3000 per student total), to:

- students who have already exhausted all of their card balance;
- students who have exhausted at least 93% of their card balance;
- students on a first-come first-served basis;
- students on the waitlist or new program applicants.

My Spark will reach out to families who have exhausted their first round of funds based on our HubSpot, MoCaFi, and CitySpan data tracking. Families will have the opportunity to apply for a next round of funding via HubSpot form (or similar), and families will be approved for additional rounds of funding based on form submission order.

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

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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
- 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.

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.

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

	City Funds (ARPA)	City Funds (Broncos)	My Spark LLC	Gary In-Kind	TOTAL
Personnel (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				
Fringe Benefits (percentage of taxes and benefits paid for each employee listed under personnel)					
	Narrative:				
Travel (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.				
Equipment (only used for individual items exceed \$5,000 in value)	\$	\$	\$		\$
	Narrative:				
Supplies & Materials (example: office supplies, program materials)					
	Narrative:				

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Sub-contracts (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 a subcontractor, chosen by My Spark, to program participants minus operating expenses (“the My Spark Subcontractor”).</p> <p>The My Spark Subcontractor fund distribution via restricted debit cards: \$114,000 The My Spark Subcontractor 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> <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 the My Spark Subcontractor): \$3,800,000</p> <p>Any additional cash will be used for distribution directly to families.</p>					
Other Direct Costs (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>					

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	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				
Indirect Costs: (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>				
TOTAL 2023-2024	\$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.

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).

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SMART GOALS		
Goal	Measurement	Timeline
Student Outcome Goals: Over 80% of participating youth 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 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.	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

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.

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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 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
- 15) My Spark will conduct a pre- and post- survey of families and/or youth

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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
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

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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.
- 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:

- 🔍 **Kat Jarvis – Deputy Director**
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- 🔍 **Kim Schulz – Associate Director of Strategy and Sustainability**
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