ARAPAHOE COUNTY COMMUNITY RESOURCES SUBAWARD

Cover Page

<table>
<tr><td colspan="2">Community Resources Division: Arapahoe/Douglas Works! (ADW!)</td></tr>
<tr><td>Subrecipient's Name (must match UEI name): The City and County of Denver, a municipal corporation of the State of Colorado</td><td>Subrecipient's UEI: WP3QXJ87RYH3</td></tr>
<tr><td>Subaward Period of Performance:
Effective date: 10/9/2025 End date: 10/16/2029</td><td>Subaward Budget Period:
Start Date: 10/9/2025 End Date: 10/16/2029</td></tr>
<tr><td colspan="2">Federal Awarding Agency: Environmental Protection Agency, through the Denver Regional Council of Governments</td></tr>
<tr><td>Amount of Federal Funds Obligated in this Action: $1,049,423.78</td><td>Total Amount of Federal Funds Obligated to Subrecipient by Arapahoe County: $1,049,423.78</td></tr>
<tr><td>Total Amount of Federal Award Committed to Subrecipient: $1,049,423.78</td><td>Matching Funds (if applicable):
☐Required under federal award
☒Not applicable
Match Amount Committed by Subrecipient:
$___________ Match Source(s):
____
___ Match Type (Cash, In-Kind, Other):
____
Match Period: From ___________ to ___________</td></tr>
<tr><td>Federal Award Identification Number (FAIN): 00I18200</td><td>Federal Award Date: 10/10/2024</td></tr>
<tr><td colspan="2">ALN Title(s) and Number(s): 66.046 - Climate Pollution Reduction Grants</td></tr>
<tr><td colspan="2">Federal Award Project Description as Required by FFATA:
The Green Workforce Hub Initiative will employee 5 Green Career Navigators to create localized career pathway tracks into the green/decarbonization trades and provide career exploration and case management services to job seekers interested in those trades.</td></tr>
<tr><td colspan="2">This Subaward is subject to all applicable terms and conditions of the prime award issued by the Denver Regional Council of Governments, including the Notice of Award, and incorporates those provisions by reference.</td></tr>
<tr><td colspan="2">Is the project for research and development? YES ☐ NO ☒</td></tr>
</table>

Indirect Cost Rate: [inset rate based on answer below]

☐ Federally Negotiated Indirect Cost Rate Agreement (NICRA) (attach copy)

☐ De minimis

By checking this box, the Subrecipient certifies it does not have a current negotiated indirect cost rate and elects to use the **% de minimis rate in accordance with 2 CFR § 200.414(f). The rate will be applied to MTDC as defined in 2 CFR § 200.1.

☒ Other negotiated rate: 13.12% of MTDC

☐ Cost Allocation Plan (CAP)

☐ Indirect costs have been declined by Subrecipient

Exhibits (additional exhibits may be added as necessary)

Exhibit A: Scope of Work

Exhibit B: Budget and Payment Schedule

Exhibit C: Insurance and Bonding

Exhibit D: Compliance and Certifications

Contacts

Principal Contact Information	
<u>County (Awarding Official):</u> Katherine Smith, Director Community Resources Department 5334 S Prince St, Littleton, CO 80120 KSmith@arapahoegov.com	**<u>Subrecipient:</u>** City and County of Denver, acting by and through the Denver Economic Development and Opportunity
Program Manager	
<u>County:</u> Benjamin Rosenberg, Workforce Administrator Arapahoe County, Community Resources Department, Arapahoe/Douglas Works! Division 6974 S. Lima Street, Centennial, CO 80112 brosenberg@arapahoegov.com	**<u>Subrecipient:</u>** Tony Anderson, Chief Workforce Development Officer Denver Economic Development and Opportunity City and County of Denver 201 W. Colfax Ave. Suite 600 Denver CO. 80202
Financial Manager	

County:	**Subrecipient:**
Nicole Russ, Finance and Administrative Services Division Manager Arapahoe County, Community Resources department ACCRBudget@Arapahoegov.com **Nruss@arapahoegov.com**	Fanta Harkiso, Finance Director Denver Economic Development and Opportunity City and County of Denver 201 W. Colfax Ave. Suite 600 Denver CO. 80202

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute the Agreement and to bind the Party authorizing such signature.

Subrecipient	**Arapahoe County Government**
City and County of Denver, acting by and through the Denver Economic Development and Opportunity ****See Attached Signature Page**** ________________ **Michael C. Johnston, Mayor:** LOCAL AGENCIES (a Local Agency seal or attestation is required) Attest (Seal) By **See Attached Signature Page** Paul D. Lopez Clerk and Recorder of The City and County of Denver APPROVED AS TO FORM: City Attorney for the CITY AND COUNTY OF DENVER By: **See Attached Signature Page** **RECOMMENDED AND APPROVED**: By: **See Attached Signature Page** Manager of Finance CONTRACT CONTROL NUMBER:______________	Community Resources Department By: Title: Date:

By: **See Attached Signature Page** Timothy O'Brien, Auditor	

1. PARTIES
This Subaward Agreement ("Agreement") is entered into by and between the City and County of Denver, a municipal corporation of the State of Colorado, as identified on the Cover Page (the "Subrecipient"), and the Board of County Commissioners of the County of Arapahoe, State of Colorado, by and through its Community Resources Department's **Arapahoe/Douglas Works! Division** (the "County"), for the purpose of passing through federal financial assistance to the Subrecipient.

The parties hereby agree to the terms and conditions set forth in this Agreement and in the attached Exhibits, which are incorporated herein by reference.

2. PURPOSE AND PERIOD OF PERFORMANCE
This Agreement is made pursuant to a federal award (the "Grant Funds") issued to the County and establishes the terms under which the Subrecipient will carry out the activities described in **Exhibit A: Scope of Work.** The purpose of this Agreement is to support the **Denver Regional Council of Government, Green Workforce Hub Initiative**, as funded through the federal award identified on the Cover Page.

This Agreement shall not be valid or enforceable until the Period of Performance Effective Date, and all reimbursable expenses must be incurred on or after that date and no later than the Period of Performance End Date, as specified on the Cover Page. The County shall have no obligation to reimburse the Subrecipient for any work performed or costs incurred outside of the Period of Performance.

3. PAYMENT TERMS
Payments under this Agreement will be made on a reimbursement basis, subject to the terms outlined in **Exhibit B: Budget and Payment Schedule**. Reimbursement shall not exceed the total award amount set forth in **Exhibit B: Budget and Payment Schedule** and is contingent upon the availability of funds from the prime federal award.

To receive reimbursement, the Subrecipient must submit an invoice and supporting documentation that complies with the invoicing procedures outlined in **Exhibit B: Budget and Payment Schedule**. All costs submitted for reimbursement must be:

a. Incurred within the Period of Performance as defined on the cover page;
b. Consistent with the approved budget in **Exhibit B: Budget and Payment Schedule**;
c. Allowable under the cost principles of 2 CFR Part 200;
d. Allocable to the activities performed under this Agreement;
e. Reasonable and necessary to achieve program objectives; and

f. In compliance with all applicable federal, state, and local requirements, as further described in **Exhibit D: Compliance and Certifications: Compliance and Certifications.**

Subrecipient agrees to comply with the accounting principles and procedures required by 2 CFR 200, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient also agrees to be solely responsible for ensuring that it disburses and accounts for the Grant Funds received from the County in strict compliance with any regulations or guidance issued by the United States Department of the Treasury, this Agreement, and all other applicable statutory and regulatory accounting requirements. The Subrecipient shall maintain a complete set of books and records documenting its use of Grant Funds and its supervision and administration of the various projects funded. Records are to include documentation verifying project eligibility and financial and other administrative aspects involved in use of the Grant Funds.

The County reserves the right to withhold payment for costs that are determined to be unallowable, inadequately documented, or outside the scope of the approved budget or Period of Performance. Incomplete or late submissions may delay reimbursement. Subrecipient acknowledges that the County's decisions concerning any advancement of Grant Funds, or reimbursement of any submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. Subrecipient hereby waives, relinquishes, and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against Arapahoe County, its Board of County Commissioners, elected and appointed officials, employees and agents, to obtain advancement or reimbursement of Grant Funds and/or expenses related to the Grant objectives, or to obtain damages for the County's failure to advance or pay Grant Funds and/or expenses related to Grant objectives, or to seek any other relief that is inconsistent with this Agreement.

4. REPORTING REQUIREMENTS

The Subrecipient shall submit all programmatic and financial reports as specified in **Exhibit A: Scope of Work and Exhibit B: Budget and Payment Schedule**. Reports must be submitted in the format, frequency, and method designated by the County.

a. Financial and Performance Reports: Required reports must include complete and accurate data sufficient to support reimbursement and performance outcomes.
b. Single Audit Submission: If required under 2 CFR §200.501 and identified in **Exhibit D: Compliance and Certifications**, the Subrecipient shall submit a copy of its organization-wide or program-specific audit report to the County within 30 calendar days of receipt.

c. Final Reports: Closeout documentation must be submitted no later than the date specified in **Exhibit A: Scope of Work**.

Timely and complete reporting is a condition of reimbursement and continued participation under this Agreement.

5. CLOSEOUT

Upon expiration or termination of this Agreement, the Subrecipient will be required to close the grant with Arapahoe County. The closeout process will begin when the Period of Performance ends, and is due to Arapahoe County no later than the date specified in **Exhibit A: Scope of Work**:

a. Submit final financial, performance and other required reports;
b. Liquidate financial obligations, as per **Exhibit A: Scope of Work**, incurred under the subaward's period of performance;
c. Return unobligated funds, unused materials, or program income not authorized for retention;
d. Transfer to the County any real or personal property as specified in **Exhibit D: Compliance and Certifications** or the applicable federal award conditions;
e. Cooperate in any financial or performance audit or review conducted by the County, the prime awarding agency, or their designees.

Closeout does not affect the Subrecipient's obligations under this Agreement related to record retention, property disposition, audit resolution, or return of disallowed costs. These obligations shall survive the expiration of this Agreement.

6. COMPLIANCE

The Subrecipient shall comply with all applicable federal, state, and local laws, regulations, and requirements governing the use of federal funds including but not limited to:

a. Uniform Administrative Requirements: As set forth in 2 CFR Part 200, including Subparts D and E relating to post-award requirements and cost principles;
b. Non-discrimination and Civil Rights Laws: Including Title VI and Title VII of the Civil Rights Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and Executive Order and 13166;
c. Conflict of Interest and Ethical Conduct: As applicable under 2 CFR §200.112 and other relevant guidance;
d. Federal Flow-Down Provisions: The Subrecipient agrees to the terms in **Exhibit D: Compliance and Certifications**: Compliance and Certifications, which incorporates applicable statutory and regulatory provisions from the prime federal award.

Any additional compliance terms shall be incorporated in **Exhibit D: Compliance and Certifications**.

7. NON-ELIGIBLE USE OF GRANT FUNDS

Any item of expenditure by Subrecipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County, the County's external auditor, the U.S. Government Accountability Office, or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Subrecipient, shall become Subrecipient's liability, to be paid by Subrecipient from funds other than those provided by County under this Agreement or any other agreements between County and Subrecipient. This provision shall survive the expiration or termination of this Agreement.

8. DIRECT PROJECT SUPERVISION AND ADMINISTRATION

The Subrecipient shall be solely responsible for the direct supervision, management, and administration of the projects or activities funded under this Subaward. These responsibilities shall be carried out by the Subrecipient's own staff, agents, or contractors. The Subrecipient shall be liable for any personal injury or property damage resulting from the negligent acts, errors, or omissions of its personnel or representatives.

The Subrecipient maintains full responsibility for oversight and execution of the funded projects or activities. As such, the County shall not be liable for any cost overruns or financial shortfalls incurred by the Subrecipient. The County shall have no obligation to provide additional funding beyond the amounts allocated in this Subaward. Any costs in excess of the approved budget shall be the sole responsibility of the Subrecipient.

a. The Subrecipient shall use all funds allocated under this Subaward solely for the purposes and activities approved by the County and as outlined in the approved budget. Funds shall not be diverted for any non-approved use.
b. The Subrecipient affirms that the allocated funds are sufficient to complete the approved projects or activities in full. The County shall not be obligated to provide any additional financial support beyond the original allocation.

All activities performed under this Subaward shall be carried out in accordance with applicable federal regulations, including those identified in **Exhibit D: Compliance and Certifications**.

9. AUDITS AND RECORDS

The Subrecipient shall maintain complete and accurate records sufficient to demonstrate compliance with the terms of this Agreement and all applicable requirements under 2 CFR Part 200, including Subpart F – Audit Requirements.

These records must include, at a minimum:

a. Financial and accounting records;
b. Source documentation for expenditures;
c. Programmatic and performance documentation; and
d. Records of participant eligibility or service delivery (if applicable).

All records must be retained for a minimum of three (3) years from the date the final expenditure report is submitted. If any audit, litigation, or unresolved dispute is ongoing at the end of that period, records must be retained until all matters are fully resolved.

The Subrecipient shall make all records available for inspection by the County, the prime federal awarding agency, and any authorized representatives upon request.

10. REMEDIES FOR NONCOMPLIANCE

In the event of noncompliance with the terms of this Agreement or applicable law, the County may take one or more of the following actions, consistent with 2 CFR §200.339:

a. Withhold payment pending correction;
b. Disallow all or part of a cost;
c. Require corrective action or impose special conditions;
d. Temporarily withhold further funding;
e. Suspend or terminate the Agreement; and
f. Implement a payment holdback, whereby a percentage of reimbursement or final payment may be withheld until all requirements are met.

These remedies may be applied independently or in combination, depending on the nature and severity of the noncompliance.

11. TERMINATION

This Agreement may be terminated in accordance with 2 CFR § 200.340 under any of the following circumstances:

a. By the County for cause: in accordance with 2 CFR § 200.340(a)(1), if the Subrecipient fails to comply with any term of this Agreement, including applicable federal statutes, regulations, or the terms and conditions of the federal award;
b. By the County for convenience: as permitted under 2 CFR § 200.340(a)(4), the County may terminate this Agreement in whole or in part when it is determined that

the award will not accomplish its intended purpose, or for other sound programmatic or administrative reasons, subject to the terms of the prime award;

c. By mutual agreement: in accordance with 2 CFR § 200.340(a)(2), this Agreement may be terminated in whole or in part with the written consent of both parties, including terms for the effective date and closeout obligations;
d. By the Subrecipient: consistent with 2 CFR § 200.340(a)(3), the Subrecipient may request termination of this Agreement by providing written notice to the County of the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination if the County determines the remaining portion of the award will not accomplish the purposes for which the award was made, the County may terminate the award in its entirety. Termination must comply with any restrictions or procedures outlined in the terms of the prime federal award.

Upon termination, the Subrecipient shall not be reimbursed for any costs incurred after the effective date of termination. The Subrecipient shall return any unexpended funds, equipment, or program income as required and shall cooperate with the County and the federal awarding agency in any post-termination reporting, audit, or closeout requirements, pursuant to 2 CFR § 200.344 and § 200.345.

Nothing in this section shall be construed to limit the County's right to impose remedies for noncompliance as provided in Section 9 or 2 CFR § 200.339.

12. INDEMNIFICATION AND LIABILITY

To the extent allowed by law, the Subrecipient shall indemnify and hold harmless the County and its elected and appointed officials, officers, employees and agents from and against any and all losses, damages, liabilities, claims, suits, actions or costs, including attorney's fees, made, asserted or incurred as a result of any damage or alleged damage to person or property occasioned by the acts or omissions of Subrecipient, its officers, employees, agents, contractors or subcontractors, arising out of or in any way connected with the Project as described in Exhibit A or the performance of this contract. Subrecipient's obligation to indemnify pursuant to this Paragraph, and to provide any extended insurance coverage where applicable, shall survive the completion of the scope of services, and shall survive the termination of this Agreement.

Subject to Section 22 below, each party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as (i) a pledge of the full faith and credit of either Party; or (ii) the assumption by either Party of a debt, agreement, or liability of the other Party in violation of Article XI, Section 1 of the Constitution of Colorado.

13. BONDING AND INSURANCE

The Subrecipient shall maintain insurance coverage sufficient to protect against claims arising from its performance under this Agreement. Specific coverage types and limits are detailed in **Exhibit C: Insurance and Bonding Requirements**.

The Subrecipient shall provide current certificates of insurance demonstrating compliance with the requirements in Exhibit C. Failure to maintain such insurance may result in remedies for noncompliance as outlined in Section 9 of this Agreement.

14. SUBRECIPIENT REPRESENTATION

Subrecipient hereby certifies that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent, and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws.

15. ASSIGNMENT

Subrecipient may not assign any of its rights or obligations hereunder without the prior written consent of the County.

16. NO JOINT VENTURE/INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or shall be construed to create a joint venture between the County and the Subrecipient. Subrecipient, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. Subrecipient and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies handbook and shall not be considered a County employee for workers' compensation or any other purpose. Subrecipient, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Subrecipient to provide services for the use of Grant Funds under this Agreement shall be and remain at all times employees of Subrecipient for all purposes. The County shall never be liable or responsible for any debt, obligation, or liability of the Subrecipient.

17. AUTHORIZATION

By signing on behalf of the Subrecipient below, the undersigned represents that the undersigned is authorized to enter into this Agreement on behalf of the Subrecipient and can attest to and is knowledgeable of the matters stated and certified therein.

18. NO WAIVER

No provision or term of this Agreement shall be deemed to be waived by the County except in writing signed by the Board of County Commissioners or person authorized to sign by resolution of the Board, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver, unless specifically so stated.

19. NON-APPROPRIATION

Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the county as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.

20. THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved to the County and the Subrecipient. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

21. SURVIVAL OF TERMS AND CONDITIONS

Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that anticipate continued performance, compliance or effect beyond the termination date of this Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

22. GOVERNMENTAL IMMUNITY

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq*. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.

23. MODIFICATIONS

This instrument shall constitute the entire agreement between the County and the Subrecipient and supersedes any prior agreements between the parties and their agents or representatives, all of which are merged into and revoked by this Agreement with respect to its subject matter. This Agreement may not be amended or modified except through a writing signed by the Parties. Any modification may require approval by the prime federal awarding agency, as applicable.

24. NOTICES

All notices required under this Agreement shall be provided in writing and delivered by mail, courier, personal delivery, or electronic transmission. Notices shall be deemed delivered on the date of confirmed receipt. Contact information for both parties is provided on the Cover Page and may be updated by written notice.

25. GOVERNING LAW: VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of Colorado. The venue for any lawsuit concerning this agreement shall be in the District Court for Arapahoe County, Colorado.

26. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect

EXHIBIT A: SCOPE OF WORK

Project Title: Green Workforce Hub Collaborative
Subrecipient: Denver Economic Development & Opportunity- Denver Workforce Development
Period of Performance: 10/9/2025 -10/16/2029

Description of Work:

The Green Workforce Hub Collaborative will collectively work together to achieve the goals of the Denver Regional Council of Governments (DRCOG), Green Workforce Hub program. Each participating workforce center that is part of the Green Workforce Hub Collaborative will:

- Hire a Green Career Navigator
- Create localized career pathways into the decarbonization trades that includes training providers and employers. The decarbonization trades are:
  - Construction and Building Inspectors (SOC 47-4011)
  - Miscellaneous Construction and Related Workers (Weatherization) (SOC 47-4098)
  - Heating, Air Conditioning, and Refrigeration Mechanics and Installers (SOC 49-9021)
  - Sheet Metal Workers (SOC 47-2211)
  - Plumbers, Pipefitters, and Steamfitters (SOC 47-2152)
  - Electricians (SOC 47-2111)
  - Electrical and Electronics Repairers, Commercial and Industrial Equipment (SOC 49-2094)
- Justification for training providers and associated training cost
- Completed 10 outreach and recruiting activities per year
- Complete two training session about the Green Workforce Hub program to all customer-facing staff at their workforce center
- Enroll eligible participants into the program and provide case management services. Case management services include:
  - Providing a Needs Assessment to all enrolled participants
  - Creating an Individualized Employment Plan with all enrolled participants
  - Providing wrap-around services to all enrolled participants
- Complete required data entry for each participant into the selected CRM software, Connecting Colorado
- Run monthly reports on grant progress and provide that to Arapahoe/Douglas Works!

- On a quarterly basis, provide information to Arapahoe/Douglas Works! regarding grant outcomes
- Engage in required grant meetings, including Bi-Weekly Check-Ins and Quarterly Meetings with DRCOG staff

Performance Metrics

Performance will be evaluated based on the following outcome measures:

	Program Outputs	Targets
1	Hire a Green Career Navigator	1
2	Create Building Decarbonization Career Pathways	7
3	Enroll eligible participants and provide case management services	760
4	Complete outreach and engagement activities for the program	10/year
5	Complete two training sessions about the Green Workforce Hub to all customer-facing staff at the workforce center	2/period of performance

Deliverables

- Submit monthly reports to Arapahoe/Douglas Works! regarding grant progress
- Submit a quarterly report to Arapahoe/Douglas Works! reporting grant outcomes
- Record all services provided to customers in the CRM for the program, Connecting Colorado
- Collect and store all required documentation for enrollment and service

Reporting Requirements

Financial Reports

Quarterly financial reports must be submitted by the last Friday of the following month. Reports must include expenditures by budget category, cumulative totals, and explanation of variances.

Quarter	Date Range	Due Date
Q1	10/9/2025-12/31/2025	1/30/2026
Q2	1/1/2026-3/31/2026	4/24/2026
Q3	4/1/2026-6/30/2026	7/31/2026
Q4	7/1/2026-9/30/2026	10/30/2026

Programmatic Reports

Quarterly progress reports must be submitted by the last Friday of the following month. Reports must summarize key accomplishments, challenges and corrective actions and include a table documenting the total number completed under each performance metric as identified in Performance Metrics.

Quarter	Date Range	Due Date
Q1	10/9/2025-12/31/2025	1/31/2026
Q2	1/1/2026-3/31/2026	4/24/2026
Q3	4/1/2026-6/30/2026	7/31/2026
Q4	7/1/2026-9/30/2026	10/30/2026

Closeout Reports

Final programmatic and financial reports must be submitted no later than 10/16/2029.

Final reports must include:

- Summary of completed activities
- Final performance metrics
- Final invoice
- Certification that all deliverables have been submitted

Required Certification on all Financial Reporting

As a condition of receiving federal funds, the Subrecipient agrees to comply with the certification requirements outlined in 2 CFR §200.415. These requirements apply to all financial reports submitted under this Agreement. The statement below must be present on all financial reports submitted and signed by an official who is authorized to legally bind the subrecipient.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Additional Provisions

Contacts:

The Subrecipient shall designate both a program and fiscal contact for communication and coordination with the County.

Modifications:

Changes to the scope, deliverables, or reporting schedule must be requested in writing and approved by the County.

Compliance:

All work performed must comply with applicable federal, state, and local laws and regulations, including the Uniform Guidance (2 CFR Part 200), as applicable to this subaward.

EXHIBIT B: BUDGET AND PAYMENT SCHEDULE

Total Subaward Amount: $1,049,423.78
Assistance Listing Number (ALN): 66.046
Prime Award Reference: 00I18200

Budget Breakdown

Category	**Amount**
Salaries	$360,467.84
Fringe	$147,233.34
Supplies & Materials	$0
Other Direct Costs	$475,112.21- Participant Support Cost
Indirect Costs	$66,610.39
Total	**$1,049,423.78**

Category	**Description**	**Budget**
Task #1	Hire & Staff Green Workforce Hubs (GWH)	$ 2,846.31
Task #2	Establish Career Pathway Tracks for Quality Jobs in Building Decarbonization Trades	$ 41,915.25
Task #3	Register up to 3,800 Participants in GWH Program	$ 117,229.98
Task #4	Track and Report Participant Data to DRCOG through CRM Software	$ 12,310.56
Task #5	Collaborate with DRCOG Staff	$ 38,658.70
Task #6	Administer Wraparound Services Funds to Program Participants	$ 108,986.44
Task #7	Outreach & Recruiting	$ 176,443.43
Task #8	Collaboration Across GWHs	$ 9,310.51
Participant Costs	Direct costs that support participants: rebates, subsidies, stipends, other	$ 475,112.21
Indirect Costs	13.12% negotiated rate	$ 66,610.39
Total		$ 1,049,423.78

Indirect Cost Rate Basis: ☐ NICRA ☐De Minimis ☒Other negotiated rate: 13.12% of MTDC ☐ CAP ☐ Declined *If NICRA is used, a copy of the current agreement must be on file. If de minimis is elected, certification of eligibility is required.*

Note: Matching funds (if required under the prime award) must be documented separately and supported per 2 CFR §200.306.

Any amendments to this budget must be approved in writing by both the County and the Subrecipient prior to implementation.

Invoicing Terms & Payment Schedule

Invoice Frequency & Due Dates

The Subrecipient shall submit itemized **monthly invoices** to the County for all allowable costs incurred during the preceding month. Invoices are due by the **25th** of each month or the proceeding weekday. The final invoice must be submitted **no later than 10/16/2029**.

Required Documentation

All invoices must:

- Be itemized by approved budget categories and include the following columns: approved budget, amount billed for the period, cumulative amount billed to date, and remaining budget balance.
- Reflect actual, allowable, and allocable costs
- Include the required certification language per 2 CFR §200.415, signed by an authorized official
- Invoices must include the following documentation:
  - Timesheets verifying the amount of time spent completing work for the grant.
  - A Time and Effort Report verifying task completed for the grant.
- Any additional documentation requested by the County or DRCOG to meet federal audit requirements

Invoice Submission

Invoices must be submitted in a form and manner approved by the

County.

- Submission Method: × Email ☐ Mail ☐ Other: [Specify]

- Invoices should be submitted to: brosenberg@arapahoegov.com

The County shall remit payment within **thirty (30) days** of receipt of an approved invoice. Payments may be delayed due to incomplete or incorrect submissions. Final invoices submitted after the deadline may not be reimbursed unless pre-approved in writing. Repeated or consistent failure to submit invoices accurately or on time may result in actions taken under 2 CFR §200.339, including possible remedies for noncompliance such as withholding of payments, suspension of the agreement, or other enforcement measures.

Unallowable and Disallowed Costs

Costs not aligned with the approved budget or found to be unallowable under 2 CFR Part 200, Subpart E, will be disallowed. The Subrecipient is responsible for reimbursing the County for any disallowed costs.

Certifications and Compliance

Required Certification (2 CFR §200.415):

I certify to the best of my knowledge and belief that the information provided in this invoice is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information may subject me to criminal, civil, or administrative penalties including, but not limited to, U.S. Code Title 18, Sections 2, 1001, and 1343 and Title 31, Sections 3729-3730 and 3801-3812.

All costs invoiced must comply with the terms of this subaward, Uniform Guidance, and the prime award conditions. Invoices submitted without the required certification may be returned or payment withheld.

EXHIBIT C: Insurance and Bonding

Project Title: The Colorado Registered Apprenticeship Hub
Subrecipient: Denver Economic Development & Opportunity- Denver Workforce Development
Period of Performance: 10/9/2025– 10/16/2029

Insurance Requirements

The insurance coverage required by this Agreement shall be maintained at the Subrecipient's sole expense, as specified below. These requirements apply to the Subrecipient and all subcontractors performing work under this Agreement unless otherwise indicated.

In part to assure the County that the Subrecipient is always capable of fulfilling the specified indemnification obligations, the Subrecipient shall purchase and maintain insurance of the kind and in the minimum amounts specified below.

A. Subrecipient agrees to procure and maintain, at its own expense, for all services covered by this Agreement, the following policies of insurance:

1) Workers' Compensation Insurance: Subrecipient shall maintain workers' compensation insurance covering the subrecipient for the performance of all services under this Agreement in accordance with applicable state laws, and employer's liability insurance. Coverage shall include a waiver of subrogation in favor of Arapahoe County.

Minimum Limits:

- Workers' Compensation - Statutory Limits
- Employer's Liability:
  - $1,000,000 bodily injury for each accident
  - $ 1,000,000 each employee for disease
  - $ 1,000,000 disease aggregate

The requirements of this provision shall apply to the Subrecipient and to all subcontractors.

2) Commercial General Liability: Subrecipient shall maintain commercial general liability insurance covering all operations by or on behalf of the Subrecipient on an occurrence basis

against claims for bodily injury, property damage (including loss of use), and personal injury.

Minimum Limits:

- $1,000,000 each occurrence
- $2,000,000 general aggregate with dedicated limits per project site
- $2,000,000 products and completed operations aggregate

Coverages:

- Contractual Liability
- Independent Subrecipients
- Defense in addition to the limits of liability
- Severability of Interests Provision
- Products and completed operations coverage maintained for at least 2 years after completion of the project for construction subrecipients only
- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the Subrecipient and to all subcontractors.

3) Automobile Liability: If travel/transport is required to complete the scope of work the Subrecipient shall maintain business auto liability coverage covering liability arising out of any auto (including owned, hired and nonowned autos) used in connection with this Agreement:

Minimum Limit:

- $1,000,000 Combined Single Limit Each Accident

Coverages:

- Additional Insured Endorsement issued to Arapahoe County, Colorado its officers, its agents, and its employees acting in the scope of their employment

The requirements of this provision shall apply to the subrecipient and to all subcontractors.

4) Security & Privacy Liability (Cyber Risk) Insurance: Subrecipient shall maintain Security & Privacy Liability (Cyber Risk) Insurance covering exposure arising from data breaches, network security failures, and privacy violations.

Minimum Limit:

- $1,000,000 per occurrence

5) Public Entity Self-Insurance: If the Subrecipient is a public entity, it may satisfy the insurance requirements of this Exhibit through self-insurance consistent with C.R.S. 24-10-101 et seq. or other applicable state law. Evidence of self-insurance shall be provided upon request.

6) Insurance for Federally Funded Property: In accordance with 2 CFR § 200.310, the Subrecipient shall provide, at a minimum, insurance coverage for any real property or equipment acquired or improved using Federal funds under this Agreement that is equivalent to the coverage provided for property owned by the Subrecipient. This includes maintaining such coverage throughout the useful life of the property or equipment, as applicable. Federally owned property need not be insured unless otherwise required by the terms and conditions of this Agreement or the Federal awarding agency. Subrecipient shall maintain records sufficient to demonstrate compliance and provide such records upon request by the County or the Federal awarding agency.

B. The above-mentioned coverages shall be procured and maintained with insurers with an A or better rating, as determined by Best's Key Rating Guide. All coverages shall be continuously maintained during the term of this Agreement or as noted above to cover all liability, claims, demands, and other obligations assumed by the Subrecipient.

C. Additional Insured status required above shall be primary and non-contributory with any insurance or self-insurance carried by the County. Subrecipient shall be solely responsible for any deductible losses under any policy required above.

D. The policies shall provide that the County will receive notice no less than 30 days prior to cancellation, termination or non-renewal of the policies.

E. Subrecipient shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

F. Failure on the part of the Subrecipient to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of contract upon which the County may immediately terminate this Agreement.

Insurance Certificates

A. Subrecipient shall, at the time of executing the Agreement, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect.

B. These certificates will serve as an indication to the County that the Subrecipient has acquired all necessary insurance; however, the County may require that certified copies of the insurance policies be submitted and may withhold payment for services until the applicable insurance policies are received and found to be in accordance with the Agreement.

C. Insurance limits must be indicated on each Certificate of Insurance. Each Certificate of Insurance shall be reviewed and approved by the County prior to commencement of services under the Agreement. The certificates shall identify this Agreement and shall state the project number where applicable.

Bonding Requirements

If the Subrecipient will procure construction or facility improvement services in excess of the Simplified Acquisition Threshold using funds provided under this Agreement, the Subrecipient shall comply with the bonding requirements outlined in 2 CFR § 200.325. Specifically, the Subrecipient shall require:

1) A Bid Guarantee from each bidder equivalent to five percent (5%) of the bid price;

2) A Performance Bond for one hundred percent (100%) of the contract price; and 3)

A Payment Bond for one hundred percent (100%) of the contract price.

Evidence of compliance with this requirement must be maintained in the Subrecipient's procurement records and made available upon request by the County or the Federal awarding agency.

EXHIBIT D
COMPLIANCE, CERTIFICATIONS, AND ASSURANCES

Total Subaward Amount: $1,049,423.78
Assistance Listing Number (ALN): 66.046
Prime Award Reference: 00I18200

By signing this Agreement, the Subrecipient certifies compliance with the following federal regulations and requirements, as applicable to the performance of this Subaward. These requirements are based on 2 CFR Part 200 and 2 CFR Part 1500, the Notice of Award, and other applicable federal laws, executive orders, and award-specific conditions.

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1. Administrative and Organizational Standards

The Subrecipient shall:

- Maintain effective internal controls as outlined in 2 CFR § 200.303.
- Register for and maintain an active SAM.gov account (2 CFR § 25.200), including a valid UEI.
- Disclose conflicts of interest (2 CFR § 200.112) and report violations of law involving fraud or bribery (2 CFR § 200.113).
- Comply with suspension and debarment rules (2 CFR § 200.214).
- Cooperate with all County and federal oversight, site visits, and monitoring (2 CFR § 200.332).

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2. Financial Reporting and Certifications

The Subrecipient shall:

- Submit accurate and timely financial reports.
- Include the required certification language under 2 CFR § 200.415 with all financial and payment submissions:

For Financial Reports:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812)."

For Payment Requests and Other Submissions:

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences. (U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729–3730 and 3801–3812)."

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3. Use of Funds and Cost Principles

The Subrecipient shall:

- Use funds solely for allowable costs in accordance with 2 CFR Subpart E, including but not limited to:
  - Lobbying and political activities (2 CFR § 200.450)
  - Alcoholic beverages (2 CFR § 200.423)
  - Entertainment costs (2 CFR § 200.438)
  - Other explicitly unallowable costs under the Uniform Guidance

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4. Procurement Standards

If the Subrecipient procures goods or services under this Subaward, it shall:

- Follow procurement standards at 2 CFR §§ 200.318–200.327.
- Ensure full and open competition and prohibit unjustified sole sourcing (2 CFR § 200.319).
- Avoid conflicts of interest in procurement (2 CFR § 200.318(c)(1)).

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5. Equipment, Property, and Insurance (If Applicable)

If the Subrecipient acquires or improves equipment or real property with federal funds, it shall:

- Follow 2 CFR §§ 200.310–200.316 regarding use, inventory, insurance, and disposition.
- Maintain equivalent insurance coverage as for its own property (2 CFR § 200.310).

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6. Record Retention and Access

The Subrecipient shall:

- Retain records for at least three (3) years from final expenditure report submission (2 CFR §§ 200.334–200.337).
- Provide access to records as required by the County, DOL, or the U.S. Comptroller General (2 CFR § 200.337).

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7. Audit Requirements

If the Subrecipient expends $1,000,000 or more in federal funds during its fiscal year, it shall:

- Conduct a Single Audit per 2 CFR § 200.501 and submit reports to the Federal Audit Clearinghouse.
- Notify the County of audit findings related to this award and implement corrective actions (2 CFR § 200.511).

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8. Civil Rights and Equity Requirements

The Subrecipient shall:

- Comply with all federal nondiscrimination laws (e.g., Title VI, Title IX, Section 504, Age Discrimination Act).

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9. Transparency and Reporting (If Applicable)

The Subrecipient shall:

- Comply with FFATA executive compensation and first-tier subaward reporting requirements (2 CFR § 170), if applicable, including:
    - Reporting executive compensation and subawards if the threshold conditions are met (2 CFR § 170.320).

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10. Prohibited Conduct and Ethics Requirements

The Subrecipient shall:

- Comply with the Drug-Free Workplace Act (2 CFR Part 182), including:

    - Maintaining a drug-free workplace policy and ensuring all employees engaged in grant activities are aware of the required conduct (2 CFR Part 182 Subpart B).
- Protect whistleblowers and report waste, fraud, and abuse (2 CFR § 200.113).

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11. Program-Specific Terms (If Applicable)

In addition to general Uniform Guidance requirements, the following program-specific conditions apply to subawards issued under the U.S. Environmental Protection Agency (EPA) prime award **#00I18200**, dated October 10th, 2024:

1) **Non-Discrimination Laws.** Title VI of the Civil Rights Act, Title VI of the Civil Rights Act of 1964, Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975. These four laws prohibit discrimination in the provision of services or benefits, on the basis of race, color, national origin, sex, disability or age, in programs or activities receiving federal financial assistance.

2) **Executive Order 11246.** Part III of Executive Order No. 11246 (September 24, 1965) as amended prohibits discrimination in Federally assisted construction activities. As provided in section 301 of the Executive Order, Pass-through entities must ensure that contractors include the seven clauses specified in section 202 of the Order in all construction contracts. Section 302 defines "Construction contract" as “any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.” Contracts less than $10,000 are exempt from the requirements of the Order.#).

3) **Executive Order 13798.** Executive Order 13798 established a policy of promoting free speech and religious liberty. It reinforces the requirement that religious organizations be allowed to participate in Federal financial assistance programs on an equal footing with other organizations without being required to alter their religious character. States or other public grantees may not condition subawards in a manner that would disadvantage grant applicants based on their religious character.

4) **Disadvantaged Business Enterprises.** EPA regulations at 40 CFR Part 33, “Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs” set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to contractors in accordance with 40 CFR 33.102 and the definition of “Recipient” in 40 CFR 33.103.

5) **Clean Air Act and Clean Water Act.** Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations

of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Pass-through entities must ensure that contractors are not disqualified and that they are aware of the requirement to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

6) **Federal Funding Accountability and Transparency Act.** As set forth in the General Condition of the pass-through entity's agreement with EPA entitled "Reporting Subawards and Executive Compensation" the pass-through entity must ensure that contractors comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements. Unless a first-tier contractor is exempt, the recipient must report the executive total compensation of each of the contractor's five most highly compensated executives for the contractor's preceding completed fiscal year, if: (a) The total federal funding authorized to date under the subaward equals or exceeds $30,000; and in the contractor's preceding fiscal year, the contractor received: (i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal awards subject to the Transparency Act; and (ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal awards (and subawards) subject to the Transparency Act; and (3) the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986 after receiving this subaward. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http:// www.sec.gov/answers/execomp.htm. Contractors must report their executive total compensation to the recipient. The recipient is required to submit this information to FSRS at http:///www.fsrs.gov no later than the end of the month following the month in which the subaward was made. (For example, if a subaward was made on any date during the month of October of a given year, the subaward must be reported no later than November 30 of that year).

7) **Suspension and Debarment.** Contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Contractor is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Contractors may access the SAM.gov exclusion list at https://sam.gov/SAM/ to determine whether an entity or individual is presently excluded or disqualified.

8) **Limits on Fees Charged by Individual Consultants – Consultant Cap.** EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs

for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office of Personnel Management's Fact Sheet: How to Compute Rates of Pay and Fact Sheet: Expert and Consultant Pay. Specifically, to determine the maximum daily rate, follow these steps: (a) Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round $18.845 to $18.85); (b) Multiply the hourly rate by 8 hours. The product is the maximum daily rate. Contracts and subcontracts with firms for services that are awarded using the procurement requirements in Subpart D of 2 CFR Part 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.10.

9) **Management Fees.** Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

10) **New Restrictions on Lobbying, 40 CFR Part 34.** All recipients of EPA funds, including contractors, are subject to the requirements in 40 CFR Part 34.

11) **Uniform Grant Guidance Requirements (UGG).** Contractors must comply with 2 CFR Part 200 requirements including, but not limited to, when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance. including domestic preferences for procurement.

12) **Build America, Buy America Act.** Contractors shall comply with the Buy America sourcing requirements under the Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917). The BABA requirements apply to expenditures for projects for which funds have been obligated on or after May 14, 2022 under a Federal financial assistance program for infrastructure, unless the expenditures are subject to an EPA-approved waiver. The BABA provisions require that all of the iron, steel, manufactured products, and construction materials used in these projects be produced in the United States. The BABA sourcing requirements apply to an entire infrastructure project, even if it is funded by both Federal and non-federal funds under one or more awards. Pass-through entities and contractors must implement these requirements in their procurements, and these requirements must be included in the terms of all subawards and contracts at any tier. For descriptions of general applicability waivers, legal definitions and sourcing requirements, pass-through entities and contractors must consult EPA's BABA website.

13) **Davis-Bacon and Related Acts (DBRA).** Davis-Bacon and Related Acts (DBRA) (https://www.dol.gov/agencies/whd/governmentcontracts/construction) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the: (a) Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more; (b) Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and (c) Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000. By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants (https://www.epa.gov/grants/contract-provisions-davis-bacon-and-related-acts).

14) **Reporting Waste, Fraud and Abuse.** Consistent with 2 CFR 200.113, the recipient and any contractors of this award must promptly report in writing whenever there is credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act (31 U.S.C. 3729-3733) to the EPA Project Officer, the pass-through entity (if applicable), and the EPA Office of Inspector General (OIG). The methods to contact the EPA OIG are (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460. To support awareness of the OIG hotline, recipients and/or contractors receiving an EPA award or subaward of $1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the OIG at 1- 888-546-8740. Recipients and contractors need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.

15) **Whistleblower Protections.** This award is subject to whistleblower protections, including the protections established at 41 U.S.C. 4712 and 2 CFR 200.217 providing that an employee of the recipient or contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 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, grant, or subaward, 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), grant. Consistent with 41 U.S.C. 4712(d), the recipient and contractors must inform their employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712. Additional information about whistleblower protections, including protections for such employees may be found at the EPA Office of Inspector General's Whistleblower Protection page.

16) **Participant Support Costs.** Participant support costs include rebates, subsidies, stipends, or other payments to program beneficiaries. The recipient agrees to the following eligibility, restrictions, timelines, and other programmatic requirements on participant support costs: (1) Participant support costs must be reasonable, incurred within the project period and otherwise allocable to the EPA assistance agreement. Participant support costs for rebates must be supported by guidelines issued by the recipient and approved by the EPA's Award Official or Grants Management Officer, defining the rules, restrictions, timelines, programmatic requirements, reporting and transaction documentation requirements, eligibility, and funding levels that rebate beneficiaries must follow. (2) Recipient must abide by EPA Participant Support Cost regulation(s) and guidelines including but not limited to "Interim EPA Guidance on Participant Support Costs" (https://www.epa.gov/grants/rain-2018-g05-r1). "The EPA Guidance on Participant Support Costs" specifies requirements for rebate program approval by Authorized EPA Officials. (3) Recipient must enter into a written agreement with the program beneficiary that receives participant support costs. Such agreement should not be structured as a subaward agreement, and the administrative grant regulations under 2 CFR Part 200 and 2 CFR Part 1500, as well as the EPA's general terms and conditions do not flow down to program beneficiaries receiving participant support costs. Such written agreement is also required if a contractor intends to issue participant support costs to a program beneficiary. The written agreement must: a. describe the activities that will be supported by rebates, stipends, subsidies or other payments; b. specify the amount of the rebate, subsidy, stipend, or other payment; c. identify which party will have title to equipment (if any) purchased with a rebate or subsidy or other payment; d. specify any reporting required by the program beneficiary and the length of time for such reporting; e. establish source documentation requirements (e.g., invoices) for accounting records; and f. describe purchasing controls to ensure that the amount of the participant support cost is determined in a commercially reasonable manner as required by 2 CFR 200.404. (4) Recipient must obtain prior written approval from the EPA's Award Official if recipient wants to transfer funds budgeted for participant support costs to other budget categories. If the recipient's request would result in undermining the integrity of the competition this grant or cooperative agreement was awarded under, the EPA will not approve the request.

17) **National Environmental Policy Act.** Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA's NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Passthrough entities and contractors may be required to assist EPA with NEPA compliance, where appropriate.

18) **National Historic Preservation Act.** Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP's regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain 6 cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed

in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands.

19) **Archeological and Historic Preservation Act.** This law applies if archeologically significant artifacts or similar items are discovered after an EPA funded construction project has begun, and compliance may be coordinated with the NHPA, discussed above. The AHPA requires federal agencies to identify relics, specimens, and other forms of scientific, prehistorical, historical, or archaeologic data that may be lost during the construction of federally sponsored projects to ensure that these resources are not inadvertently transferred, sold, demolished or substantially altered, or allowed to deteriorate significantly. Pass-through entities must ensure that contractors performing construction projects are aware of this requirement and pass-through entities must notify EPA if the AHPA is triggered.

20) **Protection of Wetlands, Executive Order 11990 (1973), as amended.** EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require passthrough entities to ensure that contractors assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

21) **Flood Plain Management, Executive Order 11988 (1977), as amended, and Executive Order 13690 (2015).** EPA funded projects that are in or will affect a flood plain are covered by these Executive Orders and Water Resources Council guidance. EPA assistance agreement terms and conditions may require pass-through entities to ensure that contractors work with EPA to evaluate practicable alternatives or other mitigation to reduce flood risks and protect flood plains.

22) **Farmland Protection Policy Act.** This statute requires EPA to use criteria developed by the Natural Resources Conservation Service (NRCS) to identify the potential adverse effects of Federal programs on farmland and its conversion to nonagricultural uses, to mitigate these effects, and to ensure that programs are carried out in a manner that is compatible with the farmland preservation policies of state and local governments, and private organizations. Pass-through entities and their contractors may need to work with EPA or NRCS, as appropriate, to ensure compliance.

23) **Wild and Scenic Rivers Act.** This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and contractors should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

24) **Endangered Species Act (ESA).** This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action "may affect" ESA-protected species or critical habitat. Pass-through entities and contractors should coordinate with EPA to ensure consultation occurs where appropriate."

25) **Magnuson-Stevens Fisheries Conservation and Management Act.** Magnuson-Stevens Fisheries Conservation and Management Act as amended by The Sustainable Fisheries Act of 1996 is intended to manage and conserve Essential Fish Habitats (EFH). The National Marine Fisheries Service (NMFS) administers the Act. Pass-through entities and contractors must coordinate with NMFS to determine whether a proposed project may adversely affect an EFH. If an action may adversely affect an EFH, the contractor must complete an EFH consultation with NMFS.

26) **Clean Air Conformity Act.** This statute prohibits any Federal assistance for an activity within a non- attainment or maintenance area that fails to conform to an applicable State Implementation Plan. Passthrough entities and contractors should first consult with their state air program's website to determine if an EPA funded activity is in a non-attainment or maintenance area. If the EPA funded activity is within a non-attainment or maintenance area the pass-through entity and contractor should consult with the state air program to determine conformity. Note that EPA regulations at 40 CFR 93.153(c) exempt a number of activities including planning, studies, technical assistance and remediation under the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA).

27) **Safe Drinking Water Act.** Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and contractors must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

28) **Resource Conservation and Recovery Act.** Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, the recipient or contractor that is a State agency or agency of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2(d), the recipient or contractor may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are

only available at an unreasonable price. The contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products per Executive Order 14057, section 101, Policy.

29) **Prohibition using Federal funds for certain telecommunications and video surveillance services or equipment (Section 889 of P.L. 115-232).** This statute prohibits using Federal funds to procure equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified as subject to the section 889. These entities are recorded in the System for Award Management exclusion list. Section 889 is implemented in 2 CFR 200.216 and the general terms and conditions of EPA assistance agreements. EPA recipients, contractors, and borrowers under EPA funded revolving loan fund programs are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services produced by entities subject to section 889 as a substantial or essential of any system, or as critical technology as part of any system.

30) **Disclosing Conflicts of Interest.** As required by 2 CFR 200.112, EPA has established a policy (COI Policy) for disclosure of conflicts of interest (COI) that may affect EPA financial assistance awards. EPA's COI Policy is posted at https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy. EPA's COI Policy requires that contractors have systems in place to address, resolve and disclose COI's described in section 4.0(b)(c) and (d) of the COI Policy regardless of the amount of the transaction. Contractors being considered for or receiving subawards shall disclose COI to the pass-through entities in a manner that, at a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's COI Policy

31) **Copyrighted Material and Data.** In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes. This includes the right to require recipients and contractors to make such works available through agency-designated public access repositories.

32) **Use of Logos.** If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must not be prominently displayed to imply that any of the recipient or contractor's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that Denver Regional Council of Governments received financial support from the EPA under an Assistance Agreement. More information is available at: https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy.

33) **Acknowledgement Requirements.** Any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement (number) to (recipient). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency."

34) **Required Certifications and Consequences of Fraud.** As outlined in 2 CFR 200.415(b), contractors of all tiers under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports as follows: "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." The certifications must be maintained in accordance with the record retention requirements at 2 CFR 200.334.

35) **Access to Records.** In accordance with 2 CFR 200.337, EPA, the pass-through entity, the EPA Office of Inspector General (OIG), and the Comptroller General of the United States have the right to access any records of the recipient and contractor pertinent to this award, to perform audits, execute site visits, or for any other official use. This right of access also includes timely and reasonable access to the recipient and contractor's personnel for the purpose of interview and discussion related to such documents or the Federal award in general. This right of access shall continue as long as the records are retained

36) **Records Retention/Required Documentation.** Contractor shall retain all Federal award records, including but not limited to, financial records, supporting documents, and statistical records for at least three years from the completion of the Services. The records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken if any litigation, claim, or audit is started before the expiration of the three-year period.

37) **Cybersecurity Grant Condition.** The EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the contractor to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the contractor's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the contractor agrees to contact EPA no later than 90 days after the date of this

award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.

38) **Competency of Organizations Generating Environmental Measurement Data.** In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Contractor agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Contractor agrees to demonstrate competency prior to carrying out any activities under the award involving environmental information operations (i.e., the collection, production, evaluation, or use of environmental information and/or the design, construction, operation, or application of environmental technology). The contractor shall maintain competency for the duration of the agreements period of performance, and this will be documented during the annual reporting process. To access the Policy and other information about the Policy, visit https://www.epa.gov/measurements-modeling/documents-aboutmeasurement-competency-under-assistance-agreements.

Contract Control Number: OEDEV-202683458-00
Contractor Name: BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY GOVERNMENT

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: OEDEV-202683458-00
Contractor Name: BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY GOVERNMENT

By: SEE SIGNATURE PAGE ABOVE

Name: ______________________________
(please print)

Title: ______________________________
(please print)

ATTEST: [if required]

By: SEE SIGNATURE PAGE ABOVE

Name: ______________________________
(please print)

Title: ______________________________
(please print)