

## A G R E E M E N T

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER, STATE OF COLORADO, D/B/A DENVER PUBLIC SCHOOLS**, with its principal place of business located at 1860 Lincoln Street, Denver, Colorado 80203 (“DPS” or the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

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

**2. SERVICES TO BE PERFORMED:**

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

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

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

**3. TERM:** The Agreement will commence on **August 1, 2023** and will expire on **July 31, 2024** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**a. Budget.** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**. Provided that all work delivered under **Exhibit A** is on schedule to be

completed within budget, DPS may shift no more than ten percent of budgeted amounts across line items if needed without a formal budget revision.

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

**c. Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. Provided that all work delivered under **Exhibit A** is on schedule to be completed within budget, DPS may shift no more than ten percent of budgeted amounts across line items if needed without a formal budget revision. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

**d. Project Management:** Designated DDPHE representatives will participate in program design and management processes over the course of the grant, including at least one meeting per month where specific activities completed as a result of the grant will be shared and discussed.

**e. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHT HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$861,100.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

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

**5. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the

Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**6. TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

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

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

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

**7. EXAMINATION OF RECORDS:** The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to

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

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

**9. INSURANCE:** At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

**a. Subcontractors and Subconsultants:** Contractor shall ensure that all such Subcontractors and Subconsultants (Subcontractors) maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

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

d. **Commercial General Liability:** Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

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

10. **INTER-GOVERNMENTAL LIABILITY:** At all times during the term of this Agreement, including any renewals or extensions, Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. **Contractor will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the Act. This obligation will survive termination of this Agreement.**

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

12. **ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for

termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

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

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

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

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

**17. CONFLICT OF INTEREST:**

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

**b.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor

by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Executive Director of Public Health and Environment or Designee  
101 W. Colfax Avenue, Suite 800  
Denver, Colorado 80202

With a copy of any such notice to:

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

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

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

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

relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

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

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

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

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

**26. INTELLECTUAL PROPERTY RIGHTS:** The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans,



drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

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

**29. CONFIDENTIAL INFORMATION:**

**a. City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties.

Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**b. Contractor Information:** City acknowledges and accepts that, in performance of all work under the terms of this Agreement, City may have access to Proprietary Data, student records, or other confidential information that may be owned or controlled by the Contractor, and that the disclosure of such Proprietary Data or information may be damaging to the Contractor or third parties. City agrees that all Proprietary Data, student records, confidential information or any other data or information provided or otherwise disclosed by the Contractor to City shall be held in confidence and used only in the performance of its obligations under this Agreement. City shall exercise the same standard of care to protect such Proprietary Data and information as it would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, student records subject to the Family Educational Rights in Privacy Act (FERPA), or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to City by the Contractor. Such Proprietary Data, student records, or other confidential information may be in hardcopy, printed, digital or electronic format.

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

**31. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral

representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

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

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

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

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

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

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

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

be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

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

**Exhibit List**

**Exhibit A** – Scope of Work, Budget, Job Descriptions and Potential Partnerships.

**Exhibit B** – ARPA – Award Terms and Conditions.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** ENVHL-202368548-00  
**Contractor Name:** SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND STATE OF COLORADO

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

ENVHL-202368548-00  
SCHOOL DISTRICT NO. 1 IN THE CITY AND  
COUNTY OF DENVER AND STATE OF COLORADO

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

Name: Julie Rottier-Lukens  
(please print)

Title: Executive Director, Exceptional Student Services  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A****SCOPE OF WORK/ REQUIREMENTS:**

The City, through the Department of Public Health and Environment (DDPHE), is contracting with Denver Public Schools to support the implementation of the city's 2023 Youth Violence Prevention Plan. Specifically, for 1) Community Liaison services; 2) Behavioral Health Staffing pipeline; and 3) Coordination of Wellness Winnie outreach services. DPS will work in collaboration with DDPHE staff on the development and implementation of these services.

Services include:

***Budget Summary – (08/01/2023-07/31/2024)***

Item	Description	#	Unit \$	Total \$ '23-'24
Liaison	FTE dedicated to coordinate with city & community (salary commensurate with experience, includes benefits)	5-8	\$70,000-\$112,000	\$560,000
Liaison Oversight	FTE to oversee and coordinate the liaisons, split across managerial and/or project management positions at DPS' discretion (includes benefits)	1	\$100,000	\$100,000
Mental Health Talent Pipeline Manager	FTE to oversee and coordinate the mental health pipeline program (includes benefits)	1	\$80,000	\$80,000
Stipends for Mental Health Talent Pipeline	A combination of: <ol style="list-style-type: none"> <li>1. Stipends to incentive existing graduate program candidates to take their internships with DPS to make us more market competitive</li> <li>2. Fees to community based organizations supporting the recruitment, placement, and/or</li> </ol>	20-166	\$300-\$2,500	\$50,000



	supervision of graduate program candidates at DPS 3. Tuition reimbursement for DPS staff who want to enroll in programs that will allow them to achieve the required certification for mental health roles, including school social worker and school psychologist			
Indirect Costs	9%			71,100
Total				\$861,100

***Budget Narrative – (08/01/2023-07/31/2024)***

Since 2019, the City and County of Denver has implemented a public health approach to youth violence through a large, multi-sector coalition called the Youth Violence Prevention Action Table (YVPAT). With the release of the 2023 plan, we move beyond thinking about youth violence as gun violence and take a broader, more comprehensive look at the types of youth violence and key contributing factors. Members of the YVPAT and other organizations across the city will guide and grow the work to enable Denver to support youth across a broad spectrum of services that address the root causes of youth violence. With these principals in mind, this contract focuses on two areas of collaboration between DPS and the City of Denver:

**Establishment of Collaborative Structures**

The parties recognize that factors both inside and outside of school impact youth violence, and that the most effective approaches to addressing youth violence will address the root causes in both spheres. With this in mind, the city will fund eight liaison positions, and one manager to oversee them, who will be dedicated to identifying the needs inside the DPS system, matching those needs with available city and community resources, and working with the schools team to address the logistics involved in making those resources available to students and their caregivers.

The 6-8 FTE Community Liaison positions (number to be determined by available budget, with the salary for individual hires commensurate with level of experience) will support attendance and serve as point for assessing students' needs and connecting them (and their families) with city and community resources. There will be no licensure requirements for these positions. The positions will be integrated with the work of the DPS mental health team. These positions will work in coordination with each other and other like positions in the DPS system to create a district-wide impact. To oversee the Community Liaison Program, DDPHE is also providing budget that may be used to fund managerial and/or project management staff at the district's discretion.

In the first year of the program, covered by this contract, these liaisons will be assigned to one of eight secondary pilot schools, including three of our alternative campus pathway schools, three of our comprehensive high schools, and two middle schools. Subject to change at DPS' sole discretion, the anticipated secondary pilot participants include: North High School, North Engagement Center, Lincoln High School, RESPECT Academy, George Washington HS, DELTA, Lake MS, and West MS. Working closely with the school leadership teams in these schools, they will design

model programs that integrate city and district resources to address our collective youth violence prevention goals. Exhibit B includes a list of city programs that have been identified for potential integration with Denver Public Schools.

If the city chooses to create an addendum to this contract to expand the program into a second year, the liaison positions will be integrated into the districts' school leadership structure, which we anticipate will group like schools into ten elementary collaboratives and six secondary collaboratives. This will allow the liaisons to take the model programming and equitably scale it across the DPS system, as well as dive deep into preventative strategies targeting our younger youth.

### **Culturally Response Mental Health Talent Pipeline**

DPS and the City of Denver are working together to establish a program for generating a pipeline of culturally responsive mental health professionals that can fill school psychologists, school social workers, and potentially other mental health-related positions at DPS. With the manager funded under this contract leading the work, the district intends to take a three pronged approach to ensuring that community members with lived experiences that reflect those of our students can move into these important mental health roles:

1. **DPS Student Focus:** integrate mental health professions as an option in our EdConnect career pathway for students and recruit students into that pathway. The students could serve as School Support Liaisons while they attend school, and then post-graduation, as they gain experience and skills, move up a career path that could include Restorative Practice Coordinator, Dean of Culture and then Social Worker or Psych.
2. **Current Employees in Para/Entry Level Positions:** recruit current School Support Liaisons and Restorative Practice Coordinators into pathways that will lead to Dean of Culture positions. Provide programs and supports to get them to the Dean positions, including training.
3. **Current Deans of Culture:** recruit this group to enter School Psych and Social Worker Programs - starting with ones who already have Bachelor's degrees.

This program will be divided into two phases. In year 1, covered under this contract, DPS will focus on enhancing the processes and structures it has in place to attract, supervise and support graduate school students looking to become school social workers and psychologists, including providing stipends to those participating in the program directly or via community based organizations supporting the pipeline program. In year 2, for which DPS and DDPHE will need to sign an addendum to this contract, DPS will take a deep look at how to bring more candidates with lived experiences that match those of our students into graduate school programs, including creating a pipeline that pulls from DPS students and staff as well as interested community members.. During this phase, we anticipate utilizing funds to support some combination of stipends and tuition reimbursement.

### **Coordination of Wellness Winnie Outreach Services**

Coordination of Wellness Winnie outreach services to DPS students and their families

- DPS will collaborate with Wellness Winnie staff to develop the best way for the outreach activities to reach DPS students and their families
- DPS will work with Wellness Winnie staff ongoing to ensure the effectiveness of the activities

## Potential City Programs that May Be Integrated into DPS Systems

This list is not intended to be exhaustive, and it is the hope of the parties that we will identify additional city programs as part of the work under this contract.

### 1. Public Health & Environment -

- a. **Wellness Winnie Program**: Wellness Winnie is staffed with mental health counselors and peer navigators. Through shared experiences, peer navigators are skilled to support recovery and mental well-being. The Wellness Winnie menu of services includes:
  - i. Peer Support and Navigation
  - ii. Informal classes and presentations
  - iii. Sharps (used syringe or needle) disposal
  - iv. Behavioral health screening and assessment
  - v. Active referral to services, such as: medical, legal, social services
  - vi. Distribution of items, such as: socks, gloves, toiletries, etc.
  - vii. Rehydration and cooling from the heat
  - viii. Warming from the cold
  - ix. Narcan/Naloxone distribution
- b. **We Got This School Seminars**: Offers planned activities and events focused on suicide prevention and behavioral health and mental health. Currently engaged with 8 HS, 2 MS and 2 Elementary, including North Engagement, Northfield, Academy for urban learning, JFK, Hamilton, Colorado HS Charter Osage Campus DSST Cole, GALS, we are working to identify other DPS schools. [We Got This! Presentation](#)

- c. **We Got This Youth Summit:** In 2022, the City and County of Denver hosted its first mental health summit, *We Got This!* This summit series comprised two school-based pilot events as preparation and practice events before the main metro area youth-focused summit — by youth, for youth — which included informational sessions, music, mindfulness activities, and a keynote motivational speaker. The objectives: *We Got This!* youth summit events were to bring together teens and young adults from across the state to raise the awareness of the stressors teens face today; provide opportunities to explore a variety of coping mechanisms; increase knowledge of and increase access to mental health services; and to destigmatize the conversation around mental health and elevate the discussion within the community.
- d. In **Spring 2023** DDPHE Office of Community Behavioral Health is beginning planning for Youth Mental Health Summit. A working committee is forming now with the intent of planning for the event. [2022 Youth Summit Promotional PSA](#)

## 2. Denver Public Safety Youth Programs -

- a. We are in all three of those schools already. Youth delinquency prevention and intervention work. Same support as is available to those in truancy court:
  - i. screening/assessment services to identify risk factors that may be contributing to negative behavior
  - ii. Case planning to include referrals for services to address risk factors and basic needs.
  - iii. Case coordination support to ensure connection with other professionals supporting the family and assistance accessing

services as needed.

- iv. Support strategies to reduce referrals to Truancy Court through facilitation of Attendance Mediation Workshops.
- v. Access to evidence-based programs like Joven Noble and Habilitation, Empowerment, Accountability, Therapy (HEAT) which focus on improving outcomes for boys and young men of color.
- vi. Assistance supporting students who have runaway from home and/or are at high-risk for human trafficking.

b. Direct programming -

- i. [HYPE Vocational Program](#) - youth 16-18 The 10-week program is designed to provide participants with a well-rounded experience that builds their work-related skills to improve their chances of securing long-term employment. Currently based at The Urban Farm nonprofit organization, youth participants receive hourly pay for their work and learn valuable skills and mentorship from the HYPE program staff. Participants also receive weekly Financial Empowerment education and one-on-one Financial Coaching sessions from a Financial Coach from Denver's Office of Financial Empowerment and Protection.
- ii. [Curriculum through national compadres network](#), through school have instruction time - kids are referred for various reasons - doing restorative work with healing circles. One of the more culturally appropriate and



responsive programs. 12 week program. At Lincoln North West and Montbello.

- iii. [Strengthening families](#) - typically targets younger youth, but may be relevant for freshman

### 3. **Denver Human Services -**

- a. [Youth Empowerment Program](#)- leadership groups, targeted support, mentorship, case management, community service, internships & thematic retreats, financial support, emotional wellness literacy, trauma-informed practices, meditation, connection to therapeutic services, S.E.L.F. curriculum - Safety, Emotions, Loss, and Future.
- b. **Wrap-Around Supports** - help signing up for food assistance, Medicaid, financial assistance with rent and energy bills. Some offices provide free classes, legal clinics, and community resource navigators

### 4. **Economic Development & Opportunity - Workforce Services**

- a. **Youth Services:** The Denver Youth Employment Program offers Denver youth ages 14-24 the opportunity to connect to education and employment opportunities. Services include paid and unpaid work experience, occupational skills training, leadership development, supportive services, mentoring, career counseling, financial literacy, post-secondary readiness, in-demand industry information and connections, and follow up services.
- b. **Adult Services:** Denver Workforce Services assists employers to hire, train and retain a quality workforce while providing jobseekers access to employment, training and workforce development opportunities. Jobseekers are able to get

connected to and prepared for careers in in-demand industries through occupational skills training, industry-recognized certifications and work-based learning opportunities.

**5. Financial Empowerment -**

- a. **Summer youth employment and financial empowerment program.** How do we continue to help that metamorphosis of the summer youth employment and training programming. Financial equity gap - a lot of kids in that program come from generational poverty, integrate financial empowerment piece. It's not just an employment program any longer. Checks the box for youth violence prevention.
- b. **Youth Financial empowerment programing for students -** The goal of the Youth Financial Empowerment Program is to inform students of the financial ecosystem which includes but is not limited to affordable and safe banking, understanding the importance of obtaining and keeping a good credit score, to include budgeting, saving, investing and what a thriving wages means for their journey.
- c. **Financial navigation for families which include: city services, non-profits, state and federal** services to navigate all the federal stimulus assistance - help them navigate those systems and understand what is available to them. Big opportunity to us. After high school. Have pathways for our kids to not just in a job. Not even a liveable wage - a thriving wage - if we are going to bridge that gap - work live play and stay in Denver - not living check to check - get them to a wealth building wage or pathway - where our mind is with our office.

- d. **Also working on child savings accounts this year.** Would be great for 17 year olds to have 700+ credit score based on banking relationship. One thing that came out of our meetings today - around pathway schools - a lot of conversations in silos - with different areas of DPS - how do we bring all of that together and take an inventory - to ensure collective impact, investing and providing that wrap around.

6. **OCA -**

- a. community crisis response, and [Youth Violence Prevention](#) more broadly.
- b. Service menu from [Servicios De La Raza](#).

7. **Office of Community Violence Solutions** [Nicole.Monroe@denvergov.org](mailto:Nicole.Monroe@denvergov.org)

a. **Gang Intervention Program (Outreach & Multidisciplinary Team (MDT))**

- i. GRID utilizes five (5) Gang Outreach Workers who have an in-depth knowledge of both gang culture and Denver communities to provide individual and family mentoring and advocacy to high-risk gang members and families, promoting gang disengagement and ensuring greater comprehension of and cooperation with such services being provided.

- 1. Gender-Specific Programing: Girls, Juvenile Delinquency, and Gangs (New)

- a. Services are contracted with a community based organization to provide specialized case management services to young woman with risk factors that place them at medium to high risk for future gang involvement.

- ii. A multidisciplinary team comprised of system and community organizations the specialize in victim support ser-vices that will coordinate communication and direct services, reduce duplication of efforts, discuss and follow-up on cases, coordinate training, identify barriers for victims and families in seeking services and identify new strategies to enhance victim responses."

**b. G.R.E.A.T Program**

- i. Through a partnership with Denver Public Schools, implementation of the Gang Resistance, Education, and Training (G.R.E.A.T.) school-based, gang prevention program in elementary and middle school sites in each of the target areas.

**c. The Community-Based Gang Violence Intervention Program**

- i. Strategy is a two-pronged approach, integrating both Gang Violence Interruption efforts and Individualized Service Provision. Implementation of both components allows for both proactive and reactive strategies to reducing gang violence in the community by addressing the service needs of those most likely to be involved in violence and by identifying the causes of and solutions to conflicts between individuals and groups within the community. A primary focus is on responding to gang involved incidents and confrontations in the community.

**d. Secondary Prevention Services**

- i. Secondary prevention services are provided to high-risk youth and their families. Secondary gang prevention refers to programs and services that

are directed toward youth who have already displayed early signs of problem behavior and are at high-risk for gang involvement. Selected programs will concentrate their resources on those high-risk and hard-to-reach youth who are most likely to join local gangs.

**e. Safe Haven**

1. Faith-based initiative aims to support secondary victims of violence, specifically children and families who are repeatedly exposed to community gang violence such as assaults, shootings, and homicides (brings trauma assessment, spiritual and emotional support, and service connection to secondary victims).

## Exhibit B

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

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

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

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

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

Recipient:

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

U.S. Department of the Treasury:

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

### PAPERWORK REDUCTION ACT NOTICE

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

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

1. Use of Funds.
  - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
  - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
  - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
  - b. Federal regulations applicable to this award include, without limitation, the following:
    - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
    - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
    - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
    - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

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



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

16. Protections for Whistleblowers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City and County of Denver  
Recipient

\_\_\_\_\_  
Date

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

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.