

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as the "City", and **SCHOOL DISTRICT NO. 1 IN THE CITY AND COUNTY OF DENVER AND THE STATE OF COLORADO**, with an address of 1860 Lincoln Street, Denver, CO 80203 (the "Contractor"), individually a "Party" and collectively the "Parties."

The Parties agree as follows:

1. DEFINITIONS: The capitalized terms used in this Agreement and any and all exhibits hereto, will have the meanings given such terms in the paragraph in which such terms are parenthetically defined. The meanings given to terms defined will be equally applicable to the singular and plural forms of such terms. In addition, the following capitalized terms shall have the following meanings:

A. "City" means the City and County of Denver or a person authorized to act on its behalf.

B. "Subcontractor" means an entity, other than the Contractor, that furnished or furnishes to the City or the Contractor services or supplies (other than standard office supplies, office space or printing services) pursuant to this Agreement.

C. "Program" shall mean any and all authorized services and activities necessary to administer the Agency's responsibilities concerning discretionary youth employment and training programs.

2. COORDINATION AND LIAISON: The Contractor will fully coordinate all services under the Agreement with the Director of Denver Workforce Services located in the Office of Denver Economic Development & Opportunity (the "Director" and the "Agency," respectively), or the Director's then-current identified designee.

3. SERVICES TO BE PROVIDED:

A. At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Services** (the "Services"), to the City's 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.

4. TERM: The Agreement will commence on January 1, 2020 and will expire on October 31, 2020 (the "Term"). Subject to the 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 later of: 1) the work is completed to the City's satisfaction; or 2) this Agreement is earlier terminated by the Director.

5. COMPENSATION AND METHOD OF 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 in accordance with the budget contained in **Exhibit A**.

B. Reimbursable Expenses: Except as set forth on **Exhibit A**, there are no reimbursable expenses allowed under the Agreement.

C. Invoices: The Contractor shall provide the City with periodic invoices in a format and with a level of detail acceptable to the City in accordance with **Exhibit A**. The amounts invoiced by the Contractor will be payable upon receipt and acceptance of designated work product as set forth herein and as fully documented by the Contractor's periodic invoice. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only, for work performed during the prior month. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely, and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. The Contractor's invoices will set forth the methodology used to determine costs for services invoiced. The City will have the right to dispute, and withhold payment for, any invoice that does not contain a sufficient statement of the Contractor's methodology used to determine costs for services invoiced.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Six Hundred Thirty Thousand Dollars and Zero Cents (\$630,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the 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 the 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.

E. Modifications to Exhibit A. The Parties may modify **Exhibit A**; provided, however, that no modification shall result in or be binding on the City if any proposed modification(s), individually or collectively, requires an upward adjustment to the Maximum Contract Amount. The Parties shall, in each instance, memorialize in writing any and all modifications to **Exhibit A** revising and restating **Exhibit A** and referencing the City Contract

Control number stated on the signature page below. A proposed modification to an exhibit will be effective only when it has been approved in writing by the Parties, approved as to form by the City Attorney's office, and uploaded into the City's electronic contract system by the Agency for access through the City Clerk. All such modifications shall contain the date upon which the modified **Exhibit A** shall take effect. Any modification to **Exhibit A** agreed to by the Parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by the Parties in the same manner as this Agreement; if a modification to **Exhibit A** does not result in an increase in the Maximum Contract Amount, then the Director may approve such modification on behalf of the City in conformance with this Section 5.E.

F. Recovery of incorrect payments: The City has the right to recover from the Contractor any and all incorrect payments issued to the Contractor due to any omission, error, fraud, and/or defalcation including, but not limited to, applying a deduction from subsequent payments under this Agreement or other means of recovery by the City as a debt due to the City or otherwise as provided by law. If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. The foregoing in no way limits the Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the City in accordance with applicable federal, state or city laws, rules, regulations, policies, and executive orders.

G. Return of unexpended funds: In the event the City determines that the Contractor possesses an unexpended balance of funds from any advance payments made to the Contractor, then all such unexpended advanced funds will be returned to the City within ten (10) days written notice to the Contractor. The City's acceptance of any such amounts shall not constitute a waiver of any claim that the City may otherwise have arising out of this Agreement.

6. EMPLOYMENT WITH FUNDS: In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the City's Office of Denver Economic Development & Opportunity in the workforce job system, www.connectingcolorado.com or other system as may be required.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. TERMINATION OF AGREEMENT:

A. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the 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 the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

C. The City may also suspend or terminate this Agreement, in whole or in part, if the Contractor becomes delinquent on any obligation to the City inclusive of any loan, contractual, and tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Agreement terms, the City may withhold up to one hundred (100) percent of said Agreements funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

D. 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.

E. 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".

F. Notwithstanding anything contained herein to the contrary, the City and the Contractor may terminate this Agreement upon a joint determination of the impossibility of the Contractor to perform its obligations hereunder in conformance with any continuing and effective public health orders issued by the State of Colorado or the City (collectively and as may be adopted, amended, revised, or supplemented, "Public Health Orders"). Notwithstanding the foregoing, such right of termination shall only be exercised after the Contractor has, to the reasonable satisfaction of the City, exhausted all other alternative methods of performance to comply with such Public Health Orders while performing all obligations hereunder. Such alternative methods of performance shall include, without limitation: 1) temporarily suspending performance of applicable portions or all of the Services with no monetary penalties imposed by

the City due to such suspension; 2) engaging in approved social distancing requirements as described in the Public Health Orders; and/or 3) performing all or a portion of the Services remotely or electronically where feasible. All determinations of impossibility shall be reasonably determined jointly by the City and the Contractor upon consultation in good faith and, if so determined, shall also specify an effective date of termination of this Agreement to occur no later than twenty (20) days from the date of such determination. Nothing contained herein shall be construed as prohibiting or limiting the right of the City to otherwise terminate this Agreement in conformance with the terms and conditions of this Agreement. If this Agreement is terminated in accordance with this clause, the City shall be liable only for payment under the provisions of this Agreement for services satisfactorily rendered by the Contractor before the effective date of termination.

9. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, 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 paragraph 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.

10. 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.

11. INSURANCE:

A. The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S., as amended. The Contractor shall maintain at all times during the Term such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act and under this Agreement. Proof of such insurance is contained in **Exhibit B**. If Contractor maintains self-insurance for workers' compensation/employer's liability, such self-insurance will include each program participant or person otherwise receiving services under this Agreement including without limitation paid or unpaid work experience under Contractor's self-insurance program or will ensure that each employer providing paid or unpaid work experience has obtained and will maintain Employer's Liability coverage for each program participant or person otherwise

receiving services under this Agreement. This obligation shall survive the termination of this Agreement.

B. If the Contractor maintains liability insurance by commercial policy, the following general conditions apply:

(1) General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

(3) Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella, the Contractor and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) Waiver of Subrogation: For all coverages required under this Agreement, the Contractor’s insurer shall waive subrogation rights against the City.

(5) **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(6) **Workers' Compensation/Employer's Liability Insurance:** For the Contractor's officers and employees, the Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

For each program participant or person otherwise receiving services under this Agreement including, without limitation, paid or unpaid work experience, the Contractor shall either: a) itself obtain and maintain Employer's Liability coverage; or b) ensure each employer providing paid or unpaid work experience has obtained and will maintain Employer's Liability coverage. In either case, Employer's Liability coverage will be provided for each program participant or individual receiving work experience under this Agreement and for each work location 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. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that such Workers' Compensation Insurance has been or will be obtained for each program participant or person otherwise receiving services under this Agreement prior to the commencement of paid or unpaid work experience.

(7) **Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with 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, and \$2,000,000 policy aggregate.

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

(9) **Additional Provisions:**

the following:

(a) For Commercial General Liability, the policies must provide

- (i) That this Agreement is an Insured Contract under the policy;
- (ii) Defense costs are outside the limits of liability;
- (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
- (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
- (v) Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.

(b) For claims-made coverage:

- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

12. LIABILITY/COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither Party shall have any liability or responsibility to anyone for any act or omission of the other. Each Party is 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. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or the Contractor may have under the Colorado Governmental Immunity Act (§§ 24-10-101, C.R.S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

13. TAXES, LATE CHARGES, AND PERMITS: 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 bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

14. ASSIGNMENT AND SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void *ab initio*, and shall be cause for termination of this Agreement by the City. The 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 for all obligations arising hereunder; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable federal and state laws with appropriate changes in nomenclature in referring to such subcontract. The Contractor shall submit proposed subcontract agreements to the Director for the Director's prior review and approval; unless explicitly agreed to by the Director, the Director's approval of one proposed subcontract agreement shall not be construed as an approval of any subsequent proposed subcontract agreements. Such consent of the City obtained as required by this Section 14 shall not be construed to constitute a determination of approval of any cost under this Agreement, unless such approval specifically provides that it also constitutes a determination of approval of such cost.

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

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

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

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

19. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for

services with, any employee or officer of the City 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 which 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 in the event it determines a conflict exists, after it has given the Contractor written notice describing the conflict. The Contractor will have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

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

Director of Denver Workforce Services, or Designee
Office of Denver Economic Development & Opportunity
City and County of Denver
201 West Colfax Avenue, Dept. 1011
Denver, CO 80202

With a copy of any such notice to:

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

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

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

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, as each may be amended from time to time and 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.

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

24. COMPLIANCE WITH APPLICABLE LAWS: The 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, State of Colorado, and with the Charter, ordinances, regulations, policies, and Executive Orders of the City and County of Denver whether or not specifically referenced herein. In particular, and not by way of limitation, the Contractor shall cooperate and comply with the City's Office of Denver Economic Development & Opportunity's "Background Checks Concerning Placement of Youth Participants Policy" for programs or services provided to youth under age 18.

25. LEGAL AUTHORITY: The 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 the Contractor represents and warrants that he or she has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the 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 the Contractor or the person signing the Agreement to enter into the Agreement.

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, 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. 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.

28. 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 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.

29. 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 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 Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials or employees.

30. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all 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 or contemporaneous addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the Parties. 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. The Agreement is, and any amendments thereto will, be binding upon the parties and their successors and assigns. Amendments to this Agreement will become effective when approved by both parties and executed in the same manner as this Agreement.

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto 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 the City barring the Contractor from City facilities or participating in City operations.

33. PERSONAL INFORMATION AND DATA PROTECTION:

A. "Data Protection Laws" means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information; and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other

legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements.

B. “Personal Information” means all information that individually or in combination, does or can identify a specific individual by or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

C. Compliance with Law and Regulation: Contractor confirms and warrants that it complies with all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them.

D. Software Programs; Security of Personal Information and access to Software Programs: Contractor will use the software programs designated by the City pursuant to the Grant Agreement to collect, use, process, store, or generate all data and information, without or without Personal Information, received as a result of the Contractor’s services under this Agreement. Contractor will fully comply with any and all requirements and conditions associated with the use of said software programs as provided by the City or the Grantor. In addition, Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing.

E. Confidentiality: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by Contractor as highly confidential information. Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by Contractor in connection with the services to be provided under this Agreement. Contractor has an obligation to immediately alert the City if Contractor’s security has been breached or if Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Contractor Use of Personal Information: Contractor will: (i) keep and maintain Personal Information in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; and (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor’s own purposes or for

the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains. This Section will survive the termination of this Agreement.

G. Backup Data: Except as expressly approved in advance by the City, Contractor will not establish or maintain a backup of data that includes Personal Information.

H. Loss of Personal Information: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information, Contractor will, as applicable: (i) notify the person affected and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the person affected and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the person affected or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected person's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the person affected for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) be responsible for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the person affected in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the person affected, and (viii) provide to the City and the person affected a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by Contractor. This Section will survive the termination of this Agreement.

34. CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Proprietary and Confidential Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to proprietary information and confidential information that may be owned or controlled by the City, and that the disclosure of such information may be damaging to the City or third parties. The Contractor agrees that all proprietary information and confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor will be held in confidence and used only in the performance of its obligations under

this Agreement. The Contractor will exercise the same standard of care to protect such proprietary information and confidential information as a reasonably prudent contractor would to protect its own proprietary or confidential data. For purposes of this Section 34, the City's proprietary information and confidential information will include, without limitation, all information that would not be subject to disclosure pursuant to the Colorado Open Records Act (Colorado Revised Statutes §§ 24-72-201, *et seq.*) or applicable City ordinance, and provided or made available to the Contractor by the City. Such proprietary information and confidential information may be in hardcopy, printed, digital, electronic, or other format.

B. Use and Protection of Proprietary Information and Confidential Information:

(1) Except as expressly provided by the terms of this Agreement, the Contractor agrees that it will not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any proprietary or confidential information or any part thereof to any other person, party, or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing proprietary information or confidential information, the City is not granting to the Contractor any right or license to use such information except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the proprietary information or confidential information without written authorization from the City and will immediately notify the City if any proprietary information or confidential information is requested from the Contractor from a third party.

(2) The Contractor agrees, with respect to the proprietary information and confidential information, that: (A) the Contractor will not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the City; (B) the Contractor will retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (C) the Contractor will, upon the expiration or earlier termination of this Agreement, at the City's election, either destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(3) The Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, the City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for services to be provided under this Agreement, the proprietary information, or the confidential information. This includes, without limitation, industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

C. Employees and Sub-Contractors and Sub-Consultants: The Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement will survive the expiration or earlier termination of this Agreement. The Contractor will not disclose proprietary information

or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D. Contractor's Confidential Information; Open Records: If the City is furnished with proprietary data or confidential information that may be owned or controlled by the Contractor ("Contractor's Confidential Information"), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning Contractor's Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same.

35. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

36. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE: This Agreement consists of Articles 1 through 37, which precede the signature page and the following attachments which are incorporated herein and made a part hereof by reference:

- A. Scope of Services - **Exhibit A**;
- B. Proof of Insurance – **Exhibit B**

In the event of an irreconcilable conflict between a provision contained in Articles 1 through 37, and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

- Articles 1 through 37 (Agreement)
- **Exhibit A** – Scope of Services
- **Exhibit B** – Proof of Insurance

37. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: The Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, 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.

END

*Signature pages and exhibits follow this page.
Balance of page intentionally blank.*

Contract Control Number:
Contractor Name:
State of Colorado

OEDEV-201952795-00
School District No. 1 in the City and County of Denver.

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:
State of Colorado

OEDEV-201952795-00
School District No. 1 in the City and County of Denver.

By: _____

Name: SEE NEXT PAGE
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:
State of Colorado

OEDEV-201952795-00
School District No. 1 in the City and County of Denver.

By: 

Name: Theresa Becker
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Denver Public Schools
Summer Youth Employment Program (SYEP)
Scope of Services for Youth Services Provider
January 1, 2020 through October 31, 2020

1.0 Introduction

This scope of service outlines Program, Administrative, and other requirements that must be satisfied by Denver Public Schools, the Summer Youth Employment (SYEP) Services Provider, hereinafter referred to as the “Contractor”, receiving funds from the City and County Denver Economic Development & Opportunity (DEDO) on behalf of the Denver Workforce Services (DEDO-WS) to operate programs as prescribed by the Summer Youth Employment Program (SYEP)

2.0 Objectives

The Contractor shall provide recruitment services, program enrollment, logistics and staffing, which shall assist in addressing the educational, job readiness and career exploration goals of youth enrolled in the Denver Economic Development & Opportunity -Workforce Services (DEDO-WS) Summer Youth Employment Program (SYEP).

3.0 Outcomes

3.1 The Contractor will identify, recruit and place up to 375 youth in a virtual experience with Google for Education Platform. The youth will be unduplicated non-WIOA youth participants, and 50 youth that will be recruited in conjunction with the Office of Children’s Affairs to support the My Brother’s Keeper Summer of Success program.

3.1.1 Youth will earn stipends based on the completion of established modules completing a minimum of 80 hours of virtual learning and earning up to \$1000 in stipends.

- Module 1 – a minimum of 40 hours of virtual learning, participant will earn a \$500.00 stipend

AND

- Module 2 – a minimum of 40 hours of virtual learning, participant will earn a \$500.00 stipend

3.1.2 MBK Youth enrolled in SYEP will earn stipends based on completion of established modules 1, 2 and 3, completing a minimum of 120 hours of virtual learning and earning up to \$1500.00 in stipends.

- Module 3 – a minimum of 40 hours of virtual learning, participant will earn a \$500.00 stipend

3.1.3 All youth participants must complete module(s) no later than August 31, 2020.

- 3.2** The Contractor shall subcontract with third party vendor who will be solely responsible for administering payroll services as the **Employer of Record** with responsibilities to include the following:
- 3.2.1 Contractor assumes full responsibility for payment of stipends to participants designated by OED/DEDO. Stipends will be provided in lieu of wages for these participants. Stipends will be set amounts, as designated by OED/DEDO, and provided for completion of virtual classroom training.
 - 3.2.2 Stipends will be paid in fixed amounts over a defined period of time. Stipends will not exceed applicable Denver minimum wage rate and will be considered taxable income to all participants who receive services under this Agreement.
 - 3.2.3 Notwithstanding any other term to the contrary contained in this Statement of Work, participants designated to receive stipends will be considered trainees and will not be considered as employees. The preceding sentence does not, and will not, relieve the Contractor of its obligations under the Agreement or this Statement of Work, including but not limited to all obligations to provide Workers' Compensation Insurance for all participants receiving services under this Agreement.
- 3.3** Contractor is responsible for identifying appropriate program participants for enrollment purposes.
- 3.4** Contractor shall collect required SYEP program eligibility documents from participants based on program guidance provided by DEDO-WDB
- 3.5** Contractor is responsible for enrolling youth in the Summer Youth Employment Program (SYEP) program in Connecting Colorado and/or any designated management information data base system in accordance to DEDO-WS Program Guidance.
- 3.6** Contractor shall document client participation in service deliverables in the Connecting Colorado data system. All documentation should be scanned to Connecting Colorado within the appropriate timeframe and category. Contractor will code the 50 young men that are identified in the My Brother's Keeper Summer of Success program with a specified code that denotes who they are for required reporting purposes. All activity codes and documentation will need to be entered into Connecting Colorado within 14 days of activity.
- 3.7** Contractor shall track youth permanent employment, successful completions, , unsubsidized employment, returning to education, enrollment into post-secondary and youth referred to the Workforce Innovation and Opportunity Act program.
- 3.8** Successful completions (Goal =300) are defined as youth who have completed the 60 hours of virtual learning in the Google for Education Platform.

4.0 Participant Recruitment, Referrals and Outreach

- 4.1** Contractor shall recruit youth based on program guidance provided by DEDO and accept referrals from DEDO-WDB applicant pool.
- 4.2** Contractor shall accept participant referrals from designated partners that service disconnected youth and provide applicable services.
- 4.3** Contractor shall also recruit participants from the City and County of Denver or individuals who are Wards of the State.
- 4.4** Contractor shall develop an outreach/marketing/recruitment strategy. The strategy must take into account other DEDO-WDB partner agency efforts and include the execution of virtual recruitment of participants as well as participation in other DEDO virtual events. The Contractor must create all marketing tools and submit them to DEDO-WDB for approval prior to distribution along with schedule of virtual recruitment events.
- 4.5** The Contractor shall utilize social media networking systems with prior approval by DEDO-WDB that are available to both DEDO-WDB and all youth participants and their families to list the dates, times and locations of all major activities (orientations, course offerings, training events, community meetings, etc.).

5.0 Background Checks

- 5.1** The Contractor shall cooperate and comply with the City's Office of Economic Development's, currently operating as Denver Economic Development & Opportunity's, "The Use of Background Checks for OED Youth Service Providers and Employers Policy" Concerning Placement of Youth Participants Policy" for programs or services provided to youth under age 18.

6.0 Programmatic and Performance Requirements

6.1 Participant Eligibility

- 6.1.1 Contractor shall scan all documents for each participant.
- 6.1.2 A participant cannot be co-enrolled with other DEDO programs and/or DEDO-WDB Contractors.
- 6.1.3 Youth must be between 14 and 24 years of age at the time of enrollment. Participants must currently reside in the City and County of Denver or Wards of the County or State.
- 6.1.4 Contractor will use eligibility guidelines as listed below:
 - a. Denver resident
 - b. Legal to work in the US
 - c. Income Eligibility
 - i. Individual Free/reduced lunch letter
 - ii. TANF recipient
 - iii. Medicaid
 - iv. Food stamps
 - v. Residing in a Denver targeted neighborhood (per DEDO guidance)
 - vi. As method of last resort attendance at Title 1 school.

- vii. My Brother's Keeper Summer of Success youth will be exempted from income eligibility guidelines.
- viii. Income documents in compliance with current Federal Register DHS Poverty Guidelines
 - Income tax information
 - Payroll information
 - Documented parent income

6.2 Data Collection

- 6.2.1 The Contractor shall collect and retain participant progress in completion of the online modules for Google for Education Platform to be uploaded into Connecting Colorado and ensure that all participants are paid in a timely manner.
- 6.2.2 The Contractor shall provide internal payroll procedures to DEDO-WDB
- 6.2.3 The Contractor shall ensure that program enrollment, services, percentage of completion, certificate of completion and other required data elements and documents are scanned and managed in accordance with DEDO-WDB Data Quality Standards procedures and timelines.
- 6.2.4 The Contractor shall ensure it has appropriate internal systems, procedures, and equipment that will effectively allow their agency to meet DEDO-WDB data collection requirements.
- 6.2.5 Contractor shall utilize Connecting Colorado, and/or any designated management information data base system required by program for data collection and documentation.
- 6.2.6 Contractor shall ensure that Connecting Colorado data entry is completed within designated timeframe as defined in Data Quality Standards policy.

7.0 Reports

- 7.1 The Contractor shall submit a final program report at the end of the contract, which formatting and content to be determined by DEDO-WS. The content shall include:
 - a. Enrollments- separated by the 50 MBK SOS young men
 - b. Participants successfully enrolled in virtual learning in the Google for Education Platform Participants successfully completed the virtual learning in the Google for Education Platform Demographic information
 - c. Income barrier information

8.0 Documentation/File Management

- 8.1 Contractor is responsible for maintaining electronic files utilizing Connecting Colorado documenting enrollment, percentage of completion, certificate of completion and services provided in accordance to DEDO-WS data and file management procedures and timelines for each enrolled participant.
- 8.2 All electronic participant and employer files shall follow the guidance provided by DEDO-WS.

9.0 Administrative Requirements

9.1 Compensation and Methods of Payment

- 9.1.1 Contractor must submit expenses to DEDO-WDB on or before the 20th day of each month for the previous month's activity.

9.2 Records Retention

- 9.2.1 Contractor must provide original files to DEDO-WDB upon request for audit and review. If requested by DEDO-WDB, Contractor must provide original files to DEDO/WDB after the contract has expired including a File Checklist form. Contractor shall make arrangements to transfer all documentation to DEDO-WDB. If DEDO-WDB does not request the files from Contractor, Contractor must retain the files for six (6) years after submittal of the final report or until resolution of any pending audit and shall permit access thereto at no cost to the City. In the event that the Contractor cannot continue to maintain and store this documentation, original participant files will be submitted to DEDO-WDB in accordance with DEDO-WDB policy.



CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM 2020
PERSONNEL & FRINGE BUDGET

A. Respondent: Denver Public Schools **C: Contract Number:** 201952795-00
B. Program: SYEP **D: Contract Period:** 01/01/2020-10/31/2020

(1) Position/Title	(2) Employee(s) Name	(3) No. Employees	(4) Annual Salary (\$)	(5) Full-time Equivalent (FTE)	(6) Total Program Cost (\$)	(7) DEDO Share (\$)	(8) Brief Summary of Job Responsibilities (If not enough room include separate sheet).
Lead Specialist Youth Self Sufficiency	Trevon Brandhorst	1	\$60,000	0.40	\$24,000	\$24,000	Oversees youth recruitment, enrollment and program services and manages partnerships, leverage resources to effectively serve youth and families.
Lead Specialist, Data	Jessica Brandhorst	1	\$60,000	0.20	\$12,000	\$12,000	Work across FACE programming to ensure alignment between programs and data and ensure that data is properly recorded in compliance with program
Manager, Youth Self-Sufficiency	David Edmonds	1	\$75,000	0.23	\$17,500	\$17,500	Supervises Program Specialists to include youth recruitment, enrollment and program services, funding and expenditures, and manages program compliance
Program Specialist, Youth Self Sufficien	Zuleyma Duarte, Michelyn Johnson, I	5	\$325,000	1.25	\$81,250	\$81,250	Support youth and families with all elements of SYEP including basic need supports and coordinate youth placement to promote successful outcomes.
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$134,750	\$134,750	

F. Fringe Benefits and Total Personnel Cost

Type of Fringe Benefits	Total Cost (\$)	DEDO Share (\$)	Please Show Calculations Below:
(10) Social Security & Medicare (FICA)	\$1,954	\$1,954	= 1.45% x Line 9
(11) Federal Unemployment Tax (FUTA)	\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)	\$296	\$296	= 0.22% x Line 9
(13) Workers Compensation	\$0	\$0	= 0.00% x Line 9
(14) Other (Please List) Medical - \$4,116 per 1.0 FTE. 2.1 FTEs X \$4,116 = \$8,643.60	\$8,644	\$8,644	= 6.42% x Line 9
(15) Other Please List Pension Benefits + Disability + Retire Sick + Invest Health Insurance	\$24,471	\$24,471	= 18.16% x Line 9
(16) Total Fringe Benefits (Add Lines 10-15)	\$35,365	\$35,365	
(17) Total Personnel Costs (Line 9 plus Line 16)	\$170,115	\$170,115	



**CITY AND COUNTY OF DENVER
DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY
WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM YEAR 2020
NON-PERSONNEL BUDGET**

A. Respondent: Denver Public Schools **C: Contract Number:** 201952795-00

B. Program: SYEP **D: Contract Period:** 01/01/2020-10/31/2020

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
TRAVEL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
Other	\$0	\$0	
SUPPLIES TOTAL	\$1,000	\$1,000	Includes the following, but not limited to:
Office Supplies	\$1,000	\$1,000	Office supplies, training materials, marketing materials and printing costs. This includes training materials for job readiness training to be implemented program wide for participants. \$222.47/month over 9 months.
Other	\$0	\$0	
CONTRACTUAL TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
PARTICIPANT COSTS TOTAL	\$416,188	\$416,188	Includes the following, but not limited to:
Summer Academic Stipend	\$414,488	\$414,488	Direct to youth gross stipends for virtual experiences calculated at \$1,000 per participant (\$1,000 x 10.53% FICA) for 375 youth. *other non-federal grant funding to offset per participant costs for MBK youth.
MBK additional stipend	\$27,633	\$27,633	Direct to youth gross wages for MBK Professional Development participation calculated at \$500 per participant (\$500 x 10.53% FICA) for 50 youth.
Employer of Record Administrative Fees	\$26,432	\$26,432	Employer of Record fees including: administrative fees, time and attendance fees, and paycard fees calculated at 4.96% of stipend (including additional admin fees associated with additional MBK stipends)
Supportive Services	\$7,635	\$7,635	Items deemed necessary to maintain education/employment upon DEDO approval, with an average of \$20.00 per participant for 375 participants.
*Other Non-Federal Grant Funding	Bank of America Grant Offset -\$60,000	-\$60,000	Direct to youth funds offset by Bank of America Grant to be provided to youth by DPS.
OTHER DIRECT COSTS TOTAL	\$0	\$0	Includes the following, but not limited to:
Other		\$0	
INDIRECT COSTS TOTAL	\$42,697	\$42,697	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method
	\$42,697	\$42,697	
PAY FOR PERFORMANCE TOTAL	\$0	\$0	
(5) TOTAL NON-PERSONNEL COSTS	\$459,885	\$459,885	

**COLORADO SCHOOL DISTRICTS SELF INSURANCE POOL
CERTIFICATE OF COVERAGE**

07/01/2019

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

MEMBER: DENVER PUBLIC SCHOOLS #1
 ATTN: Teresa Sahl
 ADDRESS: 780 Grant Street, Room 319
 CITY, STATE ZIP: Denver, CO 80203

POLICY NUMBER: 1601-19-00001
 POLICY PERIOD: 07/01/2019 to 07/01/2020

Colorado School Districts Self Insurance Pool, 6857 South Spruce St.
 Centennial, Colorado 80112
 (303) 722-2600
 (303) 722-7888 Fax

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

TYPE OF COVERAGE	LIMITS/DEDUCTIBLES	
SCHOOL ENTITY LIABILITY Occurrence Form	EACH OCCURRENCE, SCHOOL LEADERS WRONGFUL ACT & EMPLOYMENT WRONGFUL ACT ANNUAL AGGREGATE LIMIT MEDICAL EXPENSE (PER PERSON/PER ACCIDENT)	\$10,000,000 \$15,000,000 \$1,000/\$10,000
SCHOOL AUTO Any Auto, Hired and Non-Owned Medical Payments Auto Physical Damage Coverage	LIMIT PER ACCIDENT LIMIT PER ACCIDENT/PER PERSON AUTO PHYSICAL DAMAGE DEDUCTIBLE	\$2,000,000 \$5,000 NO COVERAGE
PROPERTY Special Form	BUILDING/BUSINESS PERSONAL PROPERTY LIMIT PROPERTY DAMAGE TO PREMISES RENTED TO YOU	\$1,000,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder, its officers, agents and employees have been included as an Additional Insured on the Member's School Entity Liability Coverage for "bodily injury", "personal injury" or "property damage" caused by the Member's negligence if required by written contract or agreement subject to the policy terms and conditions with respect to any activities hosted by the Member, including Emily Griffith Opportunity School, on the Certificate Holder's locations.

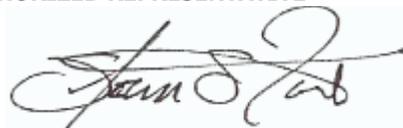
CERTIFICATE HOLDER:

Attn: Devron McMillin, Risk Administrator
Email: Devron.McMillin@denvergov.org

City & County of Denver
201 West Colfax, Department 1105
Denver, CO 80202

CANCELLATION: SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE, WE WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2019

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th St Ste 100 Denver, CO 80202	1-303-534-4567 CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: denaccounttechs@imacorp.com														
INSURED Denver Public Schools Risk Management 780 Grant Street, Room 319 Denver, CO 80203	INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: ARCH INS CO</td> <td>11150</td> </tr> <tr> <td>INSURER B: FEDERAL INS CO (Chubb)</td> <td>20281</td> </tr> <tr> <td>INSURER C: NATIONAL UNION FIRE INS CO OF PITTS (AIG)</td> <td>19445</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: ARCH INS CO	11150	INSURER B: FEDERAL INS CO (Chubb)	20281	INSURER C: NATIONAL UNION FIRE INS CO OF PITTS (AIG)	19445	INSURER D:		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: 56618746

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WCX005713705-EXCESS WC	07/01/19	07/01/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
C	Crime Coverage Employee Dishonesty			014547136	07/01/19	07/01/20	Limit \$ 1,000,000 Deductible \$ 25,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver 201 W. Colfax, Depart 1101 Denver, CO 80202 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2016/03)

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56618746Exhibit B
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