

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado acting by and through the Denver Office of Economic Development (the **“City”**), and the **STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR THE USE AND BENEFIT OF THE COMMUNITY COLLEGE OF DENVER**, with an address of 1201 5th Street Denver, CO 80204 (the **“Contractor”**). For purposes of this Agreement, the City and the Contractor shall also be referred to collectively as the **“Parties.”**

The Parties hereby 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 and refers to the City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means and refers to the Contractor, its agents, employees, officers, and anyone acting on its behalf.

C. “Services” shall mean and include those services described in the attached **Exhibit A “Services.”**

D. “State Law” shall mean and include any laws of the State of Colorado which govern funds that are or may become obligated under this Agreement. State Law includes, but is not limited to, the state laws set forth in this Agreement, as well as amendments thereto that may currently or hereafter be in effect.

E. “Subcontractor” means an entity, other than a 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.

2. TERM: The Agreement will commence on **January 1, 2022** and will expire on **December 31, 2022** (the **“Term”**). Subject to the Executive Director’s (as defined in Paragraph 3, below) 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 Director.

3. COORDINATION AND LIAISON: The Contractor will fully coordinate all Services under the Agreement with the Director of Workforce Services, a division of the City’s

office of Denver Economic Development & Opportunity (the “Director” and the “Agency,” respectively), or the Director’s Designee.

4. SERVICES TO BE PROVIDED:

A. At the direction of the Director, the Contractor shall diligently undertake, perform, and complete all of the services, achieve all of the performance measures, and produce all the deliverables set forth on **Exhibit A, the Scope of Work** (“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.

D. The Contractor shall not establish practices that create disincentives to providing Services to individuals with barriers to employment who may require longer-term Services, such as intensive employment, training, and education services.

5. COMPENSATION AND METHOD OF PAYMENT:

A. Budget: The City shall pay, and the Contractor shall accept, as the sole compensation for Services rendered, performance measures achieved and costs incurred under the Agreement in accordance with the budget contained in **Exhibit B**. The Contractor certifies the budget line items in **Exhibit B** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E.

B. Reimbursable Expenses: Except as set forth on **Exhibit B**, there are no reimbursable expenses allowed under the Agreement. All expenses to be incurred by the Contractor under this Agreement are expressed in the rates expressed in **Exhibit B**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to, any charges or expenses related to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and/or out-of-pocket expenses.

C. Invoices.

(1) 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 B**. Contractor’s invoices must identify reasonable allowable direct costs and allocable indirect costs actually incurred in accordance with the budgeted categories and amounts contained in **Exhibit B**. Invoices from Contractor shall be accompanied by documentation of expenses for which Contractor seeks

reimbursement as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance – §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of the Contractor's monthly invoices and any City required budget documents or reports. The Contractor's invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor's invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit B**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the Agency as directed. Invoices submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for any late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project, or contract.

D. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **EIGHT HUNDRED AND TWENTY-TWO THOUSAND, SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$822,700.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments to this Agreement 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.

E. 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, such audit or program review identifies any irregularities or deficiencies in the Contractor or its officers, agents, or employees' performance of the Contractor's obligations under this Agreement, 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 the required 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. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

F. Budget modifications: Minor modifications to the Services provided by the Contractor or changes to each budget line item detailed in **Exhibit B** that are equal to or less than a ten percent (10%) threshold, and which do not increase the Maximum Contract Amount as defined in Section 5.D above, or affect the outcomes identified in **Exhibit A**, may be finalized and incorporated herein upon written notification by the Contractor to the Director or the Director's designee, and shall be effective as of the subsequent monthly payment to the Contractor. Minor modifications to the Services provided by the Contractor or changes to each budget line item detailed in **Exhibit B** that are in excess of the ten percent (10%) threshold, and which do not increase the Maximum Contract Amount as defined in Section 5.D above, or affect the outcomes identified in **Exhibit A**, may only be finalized and incorporated herein upon the prior written approval of the Director or the Director's designee, which approval shall specify the effective date of such minor modification. All such minor budget and Service modifications shall require concurrent submittal by the Contractor of: 1) written justification necessitating such minor modification(s); and 2) updated **Exhibit B** budget documents in the form approved by the City. All other modifications to the Agreement, including, without limitation, any modification to **Exhibit A** that requires an increase in the Maximum Contract Amount as defined in Section 5.D above, shall be evidenced by a written amendment to this Agreement executed by both parties in the same manner as this Agreement. Under all circumstances, all budget modification requests under this Section 5.F shall be submitted to the Director or the Director's designee at least three (3) months prior to the conclusion of the Term, unless waived in writing by the Director or the Director's designee.

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. PERFORMANCE MONITORING/INSPECTION: The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

8. 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.

9. ENFORCEMENT REMEDIES/TERMINATION OF AGREEMENT: The City has the following rights of enforcement and termination:

A. Enforcement Remedies. If the Contractor materially fails to comply with the terms of this Agreement, the terms of any other agreement between the City and the Contractor, or any federal statute, rule, regulation, or terms and conditions of this Agreement, and fails to cure such noncompliance within ten (10) days (or such longer period as the City may allow in its sole discretion) after receipt from the City of a notice specifying the noncompliance, the City may take one or more of the following enforcement actions at its election:

(1) Withhold any or all payments to the Contractor, in whole or in part, until the necessary Services, deliverables, or corrections in performance are satisfactorily completed during the authorized period to cure default;

(2) Deny any and all requests for payment and/or demand reimbursement from Contractor of any and all payments previously made to Contractor for those Services or deliverables that have not been satisfactorily performed and which, due to circumstances caused by or within the control of the Contractor, cannot be performed or if performed would be of no value to the Program. Denial of requests for payment and demands for reimbursement shall be reasonably related to the amount of work or deliverables lost to the City;

(3) Disallow or deny all or part of the cost of the activity or action not in compliance.

(4) Suspend or terminate this Agreement, or any portion or portions thereof, effective immediately or (or such longer period as the City may allow) upon written notice to Contractor;

(5) Deny in whole or in part any application or proposal from Contractor for funding of the Program for a subsequent program year regardless of source of funds;

(6) Reduce any application or proposal from Contractor for refunding for the Program for a subsequent program year by any percentage or amount that is less than the total amount of compensation provided in this Agreement regardless of source of funds;

(7) Refuse to award Contractor, in whole or in part, any and all additional funds for expanded or additional services under this Agreement;

(8) Deny or modify any future awards, grants, or contracts of any nature by the City regardless of funding source for Contractor; or

(9) Modify, suspend, remove, or terminate the Services, in whole or in part. If the Services, or any portion thereof, are modified, suspended, removed, or terminated, the Contractor shall cooperate with the City in the transfer of the Services as reasonably designated by the City.

(10) Take other remedies that may be legally available.

B. Termination due to criminal offenses. The City may terminate the Agreement if the Contractor or any of its officers, agents, 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. Termination With or Without Cause: The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when the Contractor's services become unsatisfactory to the Director. 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. Termination for convenience. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.

E. Termination for delinquent loans, contract obligations, and taxes. Further, the City may also suspend or terminate this Agreement, in whole or in part, if 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 Agreement 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.

F. Termination due to Impossibility: 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.

G. Payment upon termination. Upon termination of the Agreement, upon any ground, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation that has not been disallowed by the City for Services duly requested and satisfactorily performed or deliverables satisfactorily provided as described in the Agreement.

H. Return of materials and equipment. 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".

9. REQUIRED BACKGROUND CHECKS: The Contractor shall cooperate and comply with the Agency's then-in-effect background check policy or policies for programs and services provided to youth under the age of eighteen (18) years.

10. EXAMINATION OF RECORDS/AUDIT REQUIREMENTS:

The Contractor shall maintain true and complete records of all business transactions under this Agreement, as well as records of the documentation supporting the use of all funds Contractor receives from the City under this Agreement for the latter of three (3) years after final payment under this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor and/or his or her representative, has the right to access, and the right to examine, copy and retain copies, at the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance under this Agreement, provision of any goods or services to the City, the receipt of payment for the provision of goods or services to the City, and/or 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 this 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.

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

12. INSURANCE: Contractor represents it is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S., as amended (“CGIA”), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance is attached hereto as **Exhibit C** and shall be provided for future review upon request by the City.

13. LIABILITY: Each party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section 13 or any other provision of this Agreement, or any amendment or Exhibit hereto, shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the CGIA or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law. This obligation shall survive termination of this Agreement.

14. 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 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.

15. ASSIGNMENT AND SUBCONTRACTING: Except as specifically set forth in **Exhibit D** (“**Subcontract Consent Form**”), 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, 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; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

Services subcontracted under this Agreement, including those contemplated under **Exhibit D**, 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 any proposed subcontract agreements to the Director for the Director’s review and approval. Such consent of the City obtained as required by this paragraph 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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 or other relationship, in conflict with those of the City. During the Term, the Contractor shall disclose promptly any potential conflicts of interest that arise from its activities and relationships with training or other service providers. 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.

21. 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 Workforce Services or Designee
Office of Denver Economic Development & Opportunity
City and County of Denver
101 West Colfax Avenue, Suite 850
Denver, CO 80202

With an additional copy to:

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

Notice to the Contractor:
V.P. of Administrative Services/CFO
Community College of Denver
Campus Box 211
P.O. Box 173363 Denver, CO 80217-3363

With an additional copy to:
Contracts Coordinator
Community College of Denver
Campus Box 211 P.O.
Box 173363 Denver, CO 80217-3363

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.

22. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this

Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

23. 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.

24. 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.

25. NO DISCRIMINATION IN EMPLOYMENT (City Executive Order No. 8):

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.

26. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY:

A. In carrying out its obligations under the Agreement, Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 CFR Part 37, Title VII of the Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status.

B. Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of Contractor.

C. Contractor will incorporate the foregoing requirements of this Section in all of its subcontracts.

D. Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section.

27. 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. Any references to specific Federal, State, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of Federal, State, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the Services referenced in this Agreement and all other applicable provisions of Federal, State or local law are deemed to be incorporated herein by reference.

28. STATUTES, REGULATIONS, AND OTHER AUTHORITY: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

29. 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, she or they has/have 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.

30. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

31. PROHIBITED TERMS: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be *void ab initio*. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

32. DEBARMENT AND SUSPENSION: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

33. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties have participated jointly in the negotiation and drafting of this Agreement and the Parties and their respective counsel have had the opportunity to review the Agreement. In the event of any ambiguity or question of intent or interpretation regarding the terms of this Agreement, the Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

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

35. 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.

36. 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.

37. 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.

38. 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.

39. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of City 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.

40. DATA PROTECTION: The Contractor shall comply with all applicable international, federal, state, local laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 et seq., C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.

41. 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.

42. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

43. 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 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.

44. ATTACHED EXHIBITS INCORPORATED: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Budget; **Exhibit C**, Certificate of Insurance; and **Exhibit D**, Subcontract Consent Form.

SIGNATURE PAGES AND EXHIBITS FOLLOW THIS PAGE

COMM. COLL. OF DENVER (IGA)
OEDEV-202161592

Contract Control Number: OEDEV-202161592-00
Contractor Name: State of Colorado, Department of Higher Education, by the State Board of Community Colleges and Occupational Education for the use and benefit of the Community College 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: OEDEV-202161592-00
Contractor Name: State of Colorado, Department of Higher Education, by the State Board of Community Colleges and Occupational Education for the use and benefit of the Community College of Denver

DocuSigned by:
By: Dr. Marielena DeSanctis
66B0A716FECD4A4...

Name: Dr. Marielena DeSanctis
(please print)

Title: President
(please print)

ATTEST: [if required]

DocuSigned by:
By: Kathy Kaoudis
20BA6298E1CA4EE...

Name: Kathy Kaoudis
(please print)

Title: Vice President of Administrative Services/CFO
(please print)

**SCOPE OF SERVICES
COMMUNITY COLLEGE OF DENVER
WORKNOW PARTNERSHIP
JANUARY 1, 2022 TO DECEMBER 31,2022**

1.0 PURPOSE

- 1.1** To create a partnership that supports the development of a local worker pipeline for infrastructure construction job opportunities through collective career information, education and training, and employment or navigation services. This partnership believes in the efficiency and effectiveness of collaboration between for-profit and non-profit organizations; government and non-government organizations; community- and faith-based organizations; business; education; and labor in developing a quality workforce and sustainable neighborhoods.
- 1.2** Colorado Resource Partners (CORE Partners) represents an alliance of partners, resourced through Community College of Denver’s Center for Workforce Initiatives (CWI) to achieve three main objectives:
- a) Foster demand-driven skills attainment and employment using regional infrastructure projects as a catalyst
 - b) Enable upward mobility for all metro Denver residents and families
 - c) Align and integrate programs and services and promote exchange of best practices and technical assistance
- 1.3** This integrated training and resource partner platform will present an employment platform co-convened by CWI and Denver Workforce Services, in partnership with regional infrastructure projects. WORKNOW exists to coordinate community-centered hiring on infrastructure projects to improve access for residents and to provide project contractors with a pipeline of local workers in craft and professional service positions.

2.0 GOALS OF THE PARTNERSHIP

- 2.1** The short-term goals of this structure are:
- a) To be or provide resources to integrate training and community resource partners for comprehensive construction work readiness
 - b) Find and prepare workforce for construction industry opportunities—including craft, office, professional service and small business development
 - c) Place, retain and advance these workers
- 2.2** Long-term goals include:
- a) Scalable supportive services, particularly access to childcare to support working families
 - b) Build incomes for families through high-wage jobs and targeted resource support
 - c) Resolve barriers that prevent people of color and women from finding and keeping good construction jobs

**SCOPE OF SERVICES
COMMUNITY COLLEGE OF DENVER
WORKNOW PARTNERSHIP
JANUARY 1, 2022 TO DECEMBER 31,2022**

3.0 OUTCOMES

3.1 Develop in tangent with Denver Workforce Services a PR/Marketing plan for WORKNOW “Denver” and selected City funded projects.

3.2 Serve an anticipated minimum of 350 individuals through prioritized training activities to include the following:

- a) OSHA 10 certification
- b) Pre-apprenticeship activities
- c) Middle skill upgrades including, but not limited to:
 - Commercial Drivers Licensing (CDL)
 - Estimating
 - Blueprint Reading
- d) Stormwater Management to occupations and apprenticeship pathways such as
 - Framing
 - Mechanical/ Sheet Metal
 - Pipe Fitting
 - Drywalling
 - Electrician
 - Carpentry
 - Concrete and Masonry
 - Millworks
 - Glaziers and Glass Work
 - Iron Working
 - Roofing, Electric
 - Plumbing
 - Equipment Operators
 - Other trades needed to support construction on City projects.
- e) Training activities to include tuition support for registered apprenticeship programs in the categories listed above (estimated at a minimum of 125)
- f) Provide pre-apprenticeship training for a maximum of 20 individuals utilizing MC3 certified instructors consisting of:
 - OSHA 10 certifications
 - First Aid certifications
 - Physical fitness training
 - Union visitations and career evaluations
 - Hands-on skills training
 - Stipends
 - Incentives
 - Supportive services
 - Career and navigation support

**SCOPE OF SERVICES
COMMUNITY COLLEGE OF DENVER
WORKNOW PARTNERSHIP
JANUARY 1, 2022 TO DECEMBER 31,2022**

3.3 Through program partners provide supportive service provisions to include boots, books, tools, fees associated with Driver's License, reinstatement, tutoring support and transit assistance to an estimated minimum number of 350 individuals

3.4 Assist with the development and execution of workforce programs associated with city projects, including but not limited to:

- a) Alignment with WORKNOW training and navigation partners and intake/ service procedures
- b) Support of apprenticeship programs
- c) Payment to associated partners per pilot program requirements
- d) Coordination with WORKNOW PR/Marketing plan to execute recruitment and outreach events

3.5 Based on services performed, partner agrees to the following services/deliverables related to outcomes and reporting:

- a) Detailed fiscal reports demonstration how much funding was spent on each budget line item activities.
- b) Connectivity between disadvantaged Denver communities and city projects – *Tracking:* monthly reporting on number of people within designated zip codes/communities participating in training, workshops, apprenticeships and/or employed on a city project due by the 15th of the following month.
- c) Mitigation of barriers of those residents from disadvantaged Denver communities – *Tracking:* monthly reporting on cost per participant for support services in designated zip codes/communities as well as breakdown on the type of services utilized/barriers addressed due by the 10th of each month.
- d) Marketing plan for WORKNOW "Denver" and City and County of Denver, Denver Economic Development & Opportunity (DEDO) Denver Workforce Services to be named on the website, press releases and media as a lead funder and partner and must adhere to all requirements and standards, per the guidelines of the DEDO Marketing and Communications Division.

**EXHIBIT B
BUDGET**

LINE ITEM	AMOUNT	ACTIVITIES
Participant Direct Services (training, support services, etc.)	Total Not to Exceed \$724,200	
Training, Materials, and Certifications	\$209,750 billed monthly	WORKNOW anticipates serving a minimum of 350 total individuals through training activities to include tuition support for pre-apprenticeship training and registered apprenticeship programs in the categories defined in Section 3.2 of Exhibit A -Scope of Work (SOW).
Pre-apprenticeship Cohort Pilot	\$86,950	WORKNOW will contract with Second Chance Center for a 2022, 12-week Pilot pre-apprenticeship program consisting of MC3 instruction, stipends, incentives, supportive services, navigation support and direct entry into registered apprenticeship programs as described in Section 3.2 Exhibit A Scope of Work
Navigator Support targeted for city projects	Not to exceed \$217,500 billed monthly	<ul style="list-style-type: none"> • Funding to be leveraged by Gary Community Investments, CDOT and NWC to provide partial funding for Navigator roles to provide direct career navigation & training referrals at WORKNOW partner locations, as approved by Denver Workforce Services and Center for Workforce Initiatives.
Supportive Services	\$120,000 billed monthly	<ul style="list-style-type: none"> • Estimate minimum number of 350 WORKNOW participants receiving supportive services through program partners • Supportive Service provision through CORE partners as defined in Section 3.3 of Exhibit A -Scope of Work (SOW).
Employer Resources and Services	\$90,000 billed monthly	<ul style="list-style-type: none"> • Activities include WORKNOW business liaison services for DEDO staff members and selected developers/contractors • Activities also include post- placement career coaching for incumbent workers through CORE partners

**EXHIBIT B
BUDGET**

WORKNOW General & Administrative	Total not to exceed \$98,500	
Marketing and Communications Platform	\$75,000 billed monthly	<ul style="list-style-type: none"> • Design and printing of Collateral supporting WORKNOW employer services and recruitment on city projects (business cards, banners flyers etc.) • Refine and maintain WORKNOW website and CORE project management portal, including content management, form management, maintenance, and support • Strategic Communications Support (attend meetings for city projects; updating quarterly plan, annual report, data visualization tools, etc.) • Communications/Photos/Video services (self-performed or contracted with additional photo & videographers or media specialists) • Hiring Events and Community Night Live Streams • Facilitation Services for community outreach events and CAC
Backbone and General & Administrative	\$23,500 billed monthly	<ul style="list-style-type: none"> • To include direct fiscal oversight to receive, and indirect administrative oversight • Travel / Meals
TOTAL CONTRACT AMOUNT: \$822,700		

Selected vendors represent members of the CORE partnership and WORKNOW affiliate providers. All vendors are approved by the CORE partners and DEDO staff serving on the Construction Career Pilot team.

DEDO's list of approved service vendors is included below. DEDO reserves the right to amend this list at any time and services provided throughout the life of this contract will not be limited to the list of approved vendors at the date of contract execution. Any proposed updates to the approved vendors list must be submitted by Contractor in writing to the Agency for prior approval, which approval may be granted or denied by the Director in the Directors' sole discretion.

1. Participant Direct Services (training, navigation & supportive services, employer services.)

1.1. Training Vendors

Arapahoe Community College	Construction & Construction management; Energy and Green Construction
Associated General Contractors;	Blueprint reading, Estimating, and Stormwater Management
Associated Builders & Contractors	Safety training upgrades

**EXHIBIT B
BUDGET**

Athletics and Beyond	Health & Wellness & Physical Fitness Training
Black Business Initiative	Small-business related training
CEO	Pre-CDL and test prep
CDL Safety School	Pre-CDL and test prep and CDL instruction
CHIC	OSHA 10 & pre-apprenticeship training
Colorado Homebuilding Academy;/Build Strong Academy	OSHA 10; Concrete Fundamentals, blueprint reading ,estimating, pre-apprenticeship training & specialty craft fundamentals
Construction Careers Now(Construction Education Foundation)	CCN boot-camp course
Contractor Academy	Upgrade and small business-related training
Colorado Contractors Association	Heavy Equipment overview, Labor Basics, Craft apprenticeship training, Traffic Control Safety Basics
Colorado Construction and Building Trades Council	Pre-apprenticeship training and apprenticeship orientation
Colorado Safety Supply Company	Safety training upgrades
Community College of Aurora	Diesel Mechanic Foundation class
Construction Industry Training Council	Craft apprenticeship training (tuition support)
Community College of Denver	Welding and CAD/Revit
Denver Area Labor Federation	Craft apprenticeship training (tuition support for JATC programs)
Emily Griffith Technical College	Quality Control, Field Technician; Pre-Apprenticeship Training
Family Environmental	Asbestos Awareness
Front Range Community College	Construction & Construction management
Independent Electrical Contractors	Craft apprenticeship training (tuition support)
Mi Casa Resource Center	Small business-related training
CHC Training	AHERA certifications (including worker and supervisor)
International Environmental & Safety Training	Asbestos AHERA certifications including worker and supervisor
Next Gen Equipment Training	Heavy equipment awareness & simulation classes
Metro State University	Construction Management initiatives - Marketing Competition Awards, Internship gap funding, and cohort training services

**EXHIBIT B
BUDGET**

S & S Safety Consulting	OSHA 10, First Aid HAZWOPER and other construction safety instruction courses
Second Chance Center	Pilot paid Pre-apprenticeship training
Teach Construction	Web-based industry content
Trivent Safety	Construction safety training

1.2. Navigation and Supportive Service Vendors

Army Navy Surplus	Work wear
Athletics & Beyond	Group and one-on-one tutoring
Bayaud Enterprises	Navigation & Supportive Services
CHIC	Navigation & Supportive Services
Colorado Homebuilding Academy/ Build Strong Academy	Navigation & Supportive Services
Community College of Denver / CWI	Navigation & Supportive Services
Community Works	Navigation & Supportive Services
Construction Education Foundation	Navigation and Industry Awareness
Cross Purpose	Supportive Services
Denver Housing Authority	Navigation & Supportive Services
Denver Workforce Services	Navigation & Supportive Services
E Squared	Job Search Coaching and career workshops
Focus Points Family Resource Center	Navigation & Supportive Services
Grainger	Boots & work wear
Master's Apprentice	Supportive Services
Mi Casa Resource Center	Navigation
Milwaukee Tools	Tools
WorkLife Partnership	Navigation & Supportive Services
Second Chance Center	Navigation & Supportive Services
Servicios de la Raza	Supportive Services

1.3. Employer Resources and Services Vendors

Apex Business Consulting	Employer Services
Black Business Institute	Employer Resources – hiring events
Building Workforce Solutions	Employer Services
Community College of Denver/CWI	Employer Services
E Squared	Employer/ job search services
WorkLife Partnership	Employer Services

**EXHIBIT B
BUDGET**

2. General WORKNOW Services Vendors (marketing & recruitment; general administrative)

2.1.

Back Office	Administrative
Black Business Initiative	Community Engagement
Comal	Food Vendor
CREA Results	Community Engagement
E Hijole Tacos	Food Vendor
Grandma's Kitchen	Food Vendor
Maria Empanada	Food Vendor
Meyers Munchies	Food Vendor
Omarya's Catering	Food Vendor
Osage Café	Food Vendor
Prieto's Tacos	Food Vendor
RNR Creative	Communications & Marketing
Terry Liggins	Community Engagement
Tres Girasoles	Food Vendor
Two Sistahs Catering	Food Vendor

STATE of COLORADO

CERTIFICATE of INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded below.

INSURED

The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Community College of Denver

SOURCES OF COVERAGE

Cov A... State Risk Management Office

Cov B... State Risk Management Office

All coverages are effective continuously per State Law.

COVERAGES

Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES.....: This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.

ADDITIONAL INSURED: The Colorado constitution prohibits including certificate holders as additional insureds.

INDEMNIFICATION and HOLD HARMLESS clauses: This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION

Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

Contract # OEDEV-202161592-00 - WORKNOW contract activities; Term: 1.1.2022 - 12.31.2022
As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees, and Volunteers are included as additional insured.

CERTIFICATE HOLDER

City and County of Denver
Denver Economic Development Office
101 W. Colfax, Suite 850
Denver, CO 80202

Certificate #:

Issue Date: 12/20/21

Attn:

Lisa Valdez, Contract Administrator

Eileen Taylor

AUTHORIZED REPRESENTATIVE

EXHIBIT D

Subcontract Consent Form

WHEREAS, the **CITY AND COUNTY OF DENVER** (the “City”) has entered into an agreement with the **STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR THE USE AND BENEFIT OF THE COMMUNITY COLLEGE OF DENVER** under Contract No. **OEDEV-202161592** (the “Agreement”) regarding the creation of a partnership to support and develop a local worker pipeline for job opportunities in construction and infrastructure;

WHEREAS, Contractor agrees to fully coordinate all services under the Agreement with the Executive Director (“Director”) of the Agency and/or the Director’s designee as defined in the Agreement;

WHEREAS, under the Agreement, the Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement or subcontract performance obligations except as set forth herein and/or without obtaining the Director’s prior written consent;

WHEREAS, as part of performing its functions under the Agreement, the Contractor seeks the Director’s consent to enter into a subcontract with the **Second Chance Center Inc., (“Second Chance”)**, a Colorado nonprofit corporation with a principal place of business address of 224 Potomac St., Aurora CO 80011, for purposes of providing a range of services as described in Section 3.2 Exhibit A (“Scope of Work”) to the Agreement;

Accordingly,

1. The Director hereby grants consent to Contractor for Contractor to enter into a subcontract agreement with Second Chance regarding the Contractor’s provision of services as described in the Scope of Work to the Agreement.
2. The Director’s consent shall be effective as of the effective date of the Agreement and shall expire and will no longer be valid upon the expiration of the Agreement.
3. The Director’s consent is strictly limited to the Contractor’s performance of the services under the Agreement and not for any other purpose whatsoever.
4. Notwithstanding any other provision contained herein, the Director may modify, suspend, or terminate the Director’s consent at anytime upon written notice to the Contractor.
5. Nothing herein absolves the Contractor from faithfully performing the Services under the Agreement in accordance with the terms of the Agreement.

6. Nothing herein changes the Contractor’s status as an independent contractor retained to perform professional or technical services for limited periods of time under the Agreement, and neither the Contractor, Second Chance, or any of their employees or agents are

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

7. Except as stated herein, every term and condition in the Agreement is affirmed and ratified in each particular.

8. This Consent Form is not effective or binding until it has been fully executed by all required signatories below.

Approved:

**Workforce Services
Office of Denver Economic Dev.
& Opportunity**

Contractor

Executive Director/Designee

[Position]

[Date]

[Date]