INTERGOVERNMENTAL

AGREEMENT

THIS INTERGOVENMENTAL 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 STATE OF COLORADO, a body corporate and politic, with an address of 1860 Lincoln Street 11th Floor, Denver, CO 80203, hereinafter referred to as "DPS."

WITNESSETH:

WHEREAS, the City requires the services of a contractor to assist it in operating a school crossing guard program at various schools within the City operated by DPS; and

WHEREAS, DPS was selected by the City as being able to more efficiently operate such a program due to the proximity of public schools to the program sites; and

WHEREAS, the City believes DPS to be well able to undertake and perform such services for the City and County of Denver, and desires to contract with DPS for the performing of such services as an independent contractor; and

WHEREAS, DPS is ready, willing and able to undertake such services as an independent contractor; and

WHEREAS, the proposed Agreement would not provide for the joint exercise by the parties of the function, service or facility provided herein, nor would it establish a separate legal entity to do so, nor would it constitute either party as an agent of the other; and

WHEREAS, C.R.S. 29-1-203 and the Denver City Charter authorize the execution of an intergovernmental agreement between the parties.

NOW, THEREFORE, in consideration of the promises, the mutual agreements herein contained, and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- 1. WORK TO BE PERFORMED: DPS shall assume responsibility for and operate the school crossing guard program within the City for Denver Public Schools, in compliance with the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference. In the event of any contradiction or inconsistency between this Agreement and Exhibit A, the provisions of this Agreement shall govern.
- 2. COORDINATION AND LIAISON: DPS agrees that during the term of this Agreement it shall fully coordinate all services hereunder with the City, including the Manager of the Department of Transportation and Infrastructure (DOTI), or as other-wise directed by the City. DPS understands that the DOTI Manager is the City's representative under this Agreement through whom contractual services performed under this Agreement shall be coordinated. All records, data, specifications and documentation prepared by DPS under this Agreement, when delivered to and accepted by the DOTI Manager shall become the property of the City. To better allow DPS to meet its obligations under both applicable law and this Agreement, the City grants DPS an irrevocable license in such records, data, specifications, and documentation. Subject to applicable law, including but not limited to the Family Educational Rights and Privacy Act, DPS also agrees to allow the City to review any of the procedures used by it in performing the services hereunder and to make available for inspection notes and other documents used in the preparation of any of the services required hereunder, in order to coordinate the performance of services by DPS in accordance with the terms of this Agreement.
- 3. TERM OF AGREEMENT: The term of the Agreement shall commence on January 1, 2023, and terminate on December 31, 2027.
- 4. PAYMENT: DPS agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all of the items of work contained in this Agreement sums necessary to reimburse DPS for salaries and fringe benefits paid to crossing guard employees by DPS and supplies provided to crossing guard employees, which are approved in advance by the City, not to exceed a total of TWO HUNDRED FIFTY THOUSAND AND 0/100 DOLLARS (\$250,000) per year during the term of this Agreement, not to exceed a total of ONE MILLION, TWO HUNDRED AND FIFTY THOUSAND AND 0/100 DOLLARS (\$1,250,000) during the term of this Agreement. Funds will be dispersed in appropriate semi-annual increments, upon approval of properly executed invoices. Such invoices shall be in form reasonably acceptable to the City, with appropriate documentation, including time sheets, payroll and other backup information which may be pertinent in light of the nature of services to be performed under this Agreement, and showing services performed within the period for which the payment is requested and addressing the completion of all applicable project

milestones. It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds duly and lawfully appropriated and encumbered by the Denver City Council for the purpose of this Agreement, and paid into the Treasurer of the City.

- 5. APPROPRIATION: It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds which may be appropriated by the Denver City Council from time to time for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. DPS acknowledges that: (i) the City does not by the Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- 6. STATUS OF CONTRACTOR: It is understood and agreed by and between the parties that the status of DPS shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that DPS or any employee or subcontractor is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever. The employees of DPS shall not be commissioned Special Police Officers or otherwise possess law enforcement powers granted by the City.
- 7. PREVAILING WAGE: DPS shall comply, to the extent applicable to is specific performance obligations under this Agreement, with the prevailing wage requirements of Sections 20-76, et seq., D.R.M.C. as may be amended. As such, DPS agrees to cooperate fully with the City Auditor's Officer in implementing, administering and enforcing all applicable requirements of Section 20-76, D.R.M.C., as may be amended.
- 8. TERMINATION OF AGREEMENT: The City may terminate this Agreement, or any part thereof, at anytime on ten (10) days notice if the DPS services are not being satisfactorily performed in accordance with this Agreement and DPS fails to cure or commence to cure the unsatisfactory performance with the ten (10) day period or if the underlying project or activity, or any part thereof, is cancelled. Either party may otherwise terminate the Agreement, without cause, for its convenience, upon thirty (30) days notice to the other party. If the DPS services are terminated, in whole or in part, it shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action.
- 9. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach

of term, covenant, or condition or any default which may then exist on the part of DPS, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more terms, covenants, or conditions of the Agreement shall be construed as a waiver of any succeeding or other breach.

- the City Auditor or his or her representative, has the right to access and the right to examine, copy and to retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to DPS's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. DPS shall cooperate with the 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 audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276."
- 11. SUBJECT TO LOCAL LAWS; VENUE: Each and every term, provision or condition herein is subject to and shall be construed in accordance with the provisions of Colorado law, the Charter of the City and County of Denver and the ordinances, regulations, executive orders or fiscal rules, enacted or promulgated pursuant thereto. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.
- 12. NOTICES: Any notice to be given hereunder shall be deemed given when sent by registered or certified mail, return receipt requested, overnight letter delivered by national courier service, or hand delivered to the addresses below:

To the City: Executive Director

Department of Transportation & Infrastructure

Denver, CO 80202

With copies to: City Attorney's Office

1437 Bannock Street, Room 353

Denver, CO 80202

To DPS: Denver Public Schools

1860 Lincoln Street, 11th Floor

Denver, CO 80203

13. ASSIGNMENT AND SUBCONTRACTING: The City is not obligated or liable under this Agreement to any party, other than DPS named herein. DPS understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City, which consent or approval may be withheld in the absolute discretion of the City; and in the event any such assignment or subcontractor shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and DPS herein named shall remain fully responsible to the City according to the terms of this Agreement.

- 14. LIABILITY: Each party to this Agreement shall be liable for the actions and omissions of its respective officers, agents, employees and subcontractors, to the extent provided by the Colorado Governmental Immunity Act. This obligation shall survive termination of this Agreement.
- 15. CONFLICT OF INTEREST: The Parties agree that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and DPS further agrees not to hire or contract for services any official, officer or employee of the City or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8, 1.2.9 and 1.2.12.
- 16. NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and DPS, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement, including but not limited to current, past or future employees of the City or DPS. It is the express intention of the City and DPS that any person other than the City or DPS receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- 17. **DISPUTES**: All disputes of whatsoever nature between the City and DPS regarding this Agreement shall be resolved by administrative hearing pursuant to Denver Revised Municipal Code 56-106.
- 18. TAXES, CHARGES AND PENALTIES: The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by the City's Revised Municipal Code.
- 19. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
- 20. SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- 21. SURVIVAL OF CERTAIN PROVISIONS: The Parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication or express statement, contemplate continued performance or compliance beyond the expiration of termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein 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.
- 22. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendments hereby shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors or assigns.

23. LEGAL AUTHORITY:

- **a.** DPS assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- **b.** The person or persons signing and executing this Agreement on behalf of DPS do hereby warrant and guarantee that he/she or they have been fully a uthorized

- by DPS to execute this Agreement on behalf of DPS and to validly and legally bind DPS to all the terms, performances and provisions herein set forth.
- c. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, or any part thereof, if there is a dispute as to the legal authority of either DPS or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to pay DPS for any performance of any of the provisions of this Agreement after the City has suspended or terminated this Agreement as provided in this Article.
- **24. TIME IS OF THE ESSENCE**: The parties agree that in the performance of the terms, conditions, and requirements of this Agreement by DPS, time is of the essence.
- **25. COUNTERPARTS OF THIS AGREEMENT**: This Intergovernmental Agreement shall be executed in two (2) counterparts, each of which shall be deemed to be an original of this document.

26. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS 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 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 the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any 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 the Contractor from submitting bids or proposals for future contracts with the City.
- 27. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant 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 Consultant shall insert the foregoing provision in all subcontracts.
- 28. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: DPS 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.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Contract Control Number:

Contractor Name:

COUNTY OF DENVER, D/B/A DENVER PUBLIC SCHOOLS	
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:

DOTI-202265530-00

SCHOOL DISTRICT NO. 1 IN THE CITY AND

Contract Control Number: DOTI-202265530-00

Contractor Name: SCHOOL DISTRICT NO. 1 IN THE CITY AND

COUNTY OF DENVER, D/B/A DENVER PUBLIC SCHOOLS

DocuSigned by:
By: Jeremiali Johnson
leremiah lohnson
Name:
Name: Jeremiah Johnson (please print)
Title: Jeremiah Johnson (please print)
(please print)
ATTEST: [if required]
By:
Name:
(please print)
Title: (please print)
(please print)

Exhibit A

Scope of Work





School Crossing Guards Scope of Work

Background: The School Crossing Guard program is designed to supervise the safe crossing of school children when crossing streets on their way to and from schools. School Crossing Guards are not enforcement officers and have no authority to enforce traffic laws nor are they permitted to perform traffic control duties in the public right-of-way.

The Crossing Guard Program is an Inter-Governmental Agreement (IGA) between Denver Public Schools and Denver's Department of Transportation and Infrastructure (DOTI). The IGA establishes the responsibilities for the Crossing Guard Program: DOTI provides funding for the program and a scope of work. DPS submits timely invoices for payment and implements this Scope of Work.

Duties of a Crossing Guard:

1. Training/Knowledge

- Complete the training required provided by DPS supplemented with training provided by the Colorado Department of Transportation (CDOT) for Crossing Guards. This training includes the following content:
 - Colorado Revised Statute 13-21-115.6. Immunity from civil liability for school crossing guards and sponsors.
 - (1) As used in this section:
 - (a) "School crossing guard" means any person eighteen years of age and older acting with or without compensation who supervises, directs, monitors, or otherwise assists school children at a street or intersection.
 - (b) "School crossing guard sponsor" means any governmental agency or subdivision, including but not limited to any county, city, city and county, town, or school district, and any individual, volunteer group, club, or nonprofit corporation that sponsors, organizes, or provides for school crossing guards.
 - (2) Any school crossing guard and any school crossing guard sponsor shall be immune from civil liability for any act or omission that results in damage or injury if the school crossing guard was acting within the scope of such person's official functions and duties as a school crossing guard unless the damage or injury was caused by a willful and wanton act or omission of the school crossing guard.
 - (3) Nothing in this section shall be construed to abrogate or limit the sovereign immunity granted to public entities pursuant to the "Colorado Governmental Immunity Act", article 10 of title 24, C.R.S. Current Colorado traffic laws, Denver's school zone signs & striping
 - Knowledge of Traffic Control Devices (Stop Signs, Traffic Signals, Rectangular Rapid Flashing Beacons (RRFB) High-Intensity Activated crossWalk beacon (HAWK).
 - o Awareness of emergency procedures, as identified by Denver Public Schools.





Knowledge of school rules, policies, and disciplinary steps.

2. Availability and Administrative Needs

- Be available to work during all season and all-weather conditions unless DPS has cancelled school activities for a given day.
- May be deployed during summer activities (summer school, summer camp, etc.).

3. Crossing Guard Competencies:

- Ability to use accurate judgement of traffic flow, speed, and direction of travel, to determine gaps in traffic flow to safely permit school children and families to cross the street.
- o Ability to communicate specific instructions clearly, firmly, and courteously.
- Ability to recognize potentially dangerous traffic situations to warn and manage people crossing the roadway.
- o Regular use of hand-held stop sign, reflector vest, and cones.
- Other duties may be assigned by DPS Safety/DPS Crossing Guard Management.

4. Duties in the Public Right-of-Way during School Arrival/Dismissal Activities

- Crossing Guards may only work at locations that have traffic control that is compliant with the Manual for Uniform Traffic Control Devices (MUTCD) and are directly adjacent to a DPS School to reinforce and facilitate safe roadway crossings.
 - DOTI maintains Policy T.05 that defines the minimum standards for crossing guard posting locations.
- Ensure that drivers in vehicles yield the right-of-way to school children walking to school.
- Ensure that children obey traffic signals and signs.
- Instruct children in good pedestrian safety habits, such as walking only with the green or walk light at signalized intersections, using crosswalks, checking traffic before starting across the street, walking rather than running, and using the pedestrian push button where installed.
- Ensure that children do not start across the street when there is insufficient time remaining for them to cross on the green or walk light at signalized intersections.
- Provide timely feedback to the DPS Crossing Guard Supervisor if signs, striping, or other transportation engineering considerations should be made at/near the school.
 - Some of these requests can go directly to Denver's 3-1-1 service.
 - DOTI will provide an FAQ document to help supplement training for crossing guards and identify 311 related services.
- Other duties as assigned by DPS Department of Safety





DOTI Program Assistance:

- DOTI provides management of the contract. DOTI is responsible for:
 - 1. This Scope of Work,
 - 2. Ensuring that funding has been appropriated to the Crossing Guard Program annually consistent with the terms of the IGA.
 - Please note: Every year, a budget request is made for the Crossing Guard Program. It is the responsibility of Denver City Council to approve all budget requests, including for the Crossing Guard Program. It is possible that the annual appropriation for the Crossing Guard Program may fluctuate year-toyear.
 - For example: the Crossing Guard Program may be approved for \$250,000 in the 2022 calendar year, but due to budget constraints
 Denver City Council may only approve \$200,000 in the 2023 calendar year.
 - 3. DOTI's Safe Routes to School Program Coordinator reviews, approves invoices submitted by DPS for reimbursement, and ensures contract compliance.
 - 4. DOTI establishes Key Performance Indicators (KPIs) in collaboration with DPS.
- DOTI will host three meetings with DPS regarding the Crossing Guard Program.
 - Kick-Off Meeting: This meeting will usually be hosted in August or early September (by September 15th)
 - Mid-Year Meeting: This meeting should be held around the start of the Spring semester,
 in late January or early February (By February 15th)
 - End of Year Meeting: This meeting should be held at the end of the Spring Semester (May/June)
- Crossing Guard Program Promotion:
 - DOTI will assist with promotion of the Crossing Guard Program by:
 - Ensuring schools have access to the flyers and job posting via the Safe Routes to School Program's Website.
 - Providing program information to School Leadership when aiding schools or performing site visits.
 - Providing information to Registered Neighborhood Organizations (RNOs), City
 Council Offices, and other partners to encourage participation and increase





interest in the Crossing Guard Program.

- DOTI has various tools to assist DPS in determining locations for crossing guard assignments:
 - o Safe Routes to School Action Plan Prioritization Matrix: <u>program website</u>
 - o DOTI Policy T.05: Minimum Requirements for Assignment Locations for Crossing Guards
 - Intersection Prioritization Tool
 - DPS Safety and School Knowledge/Context
 - DOTI Transportation Engineering
- Annual General Fund Request: The Safe Routes to School coordinator at DOTI will make a
 budget request to ensure funding for subsequent calendar years (January December). This
 funding request should be made during Quarter 1/Quarter 2 of each calendar year.

DOTI's City Traffic Engineer must approve all locations that Crossing Guards are assigned to. A school crossing guard location will be considered "approved" by the City Traffic Engineer if the requirements are met defined in DOTI Policy T.05. This policy can be updated to provide additional opportunities for crossing guard posting locations.

DPS Safety Program Responsibilities:

- DPS Safety at the start and the end of each semester will provide an up-to-date spreadsheet of currently employed Crossing Guards to DOTI's Safe Routes to School Program and their assigned locations.
- Prioritize efforts to hire Crossing Guards at Tier 1 and Tier 2 neighborhood elementary schools
 as identified in the Safe Routes to School Action Plan Prioritization Matrix. A list of
 neighborhood elementary schools with their prioritization tier has been provided at the end of
 this document as Appendix 1.
- The annual appropriation for the Crossing Guard Program by the City and County of Denver is the maximum amount allocated each year to the Program consistent with the terms of the IGA.
 - o Any costs above the annual appropriation must be covered by Denver Public Schools
 - Denver City Council approves to following year's budget in November each year. DOTI
 will notify DPS of Denver City Council's budget approval amount when it is approved by
 City Council and the Mayor's Office.

General Contract Notes:

- The current appropriation for the Crossing Guard Program is defined in the Inter-Governmental Agreement (IGA).
 - Any additional costs above and beyond the appropriated City funding as defined by the IGA will be borne by DPS.
 - This amount is in the Transportation appropriation of the Department of Transportation and Infrastructure, with the City providing funding up to the appropriated level each year pending Denver City Council approval.





- Denver will reimburse DPS for direct costs related to the program up to the maximum appropriated level each year as stipulated in the IGA. These direct costs include:
 - Salaries for Crossing Guards and fringe benefits paid to crossing guard employees by DPS and,
 - Supplies provided to crossing guard employees.
 - As part of the yearly appropriation, the City will allow up to \$ 1,000.00 reimbursables yearly for authorized equipment purchases such as reflective vests and stop signs; receipts for such equipment purchases shall be provided with the billings. Reimbursement will not include any administrative or overhead expenses incurred by DPS.

DPS Invoicing Responsibilities:

- DPS will submit invoices within 30 calendar days at the end of semester. DOTI will review the invoice to verify amounts. DPS will not exceed the agreed upon funding amount identified in the Intergovernmental Agreement (IGA).
 - Any additional costs above and beyond the appropriated City funding as defined by the IGA will be borne by DPS.
 - If DPS anticipates exceeding the funding amount, DPS must submit a change order to request a change in funding to DOTI as soon as possible that includes justification for a change order. The change order will be reviewed by DOTI and may not be approved.
 - If a change order is not approved, DPS will be responsible for any funding charge over the agreed upon annual appropriation as defined in the IGA.
- When submitting an invoice, DPS will provide to DOTI:
 - All documentation related to the Request for Funding (RFF)
 - An excel file that provides salary and timecard punches for the request for funding for DOTI's internal documentation/record keeping
 - Will include <u>doti.contracts@denvergov.org</u> copied to the email for the RFF, along with other necessary DOTI personnel
- Invoices should be submitted in a timely manner to DOTI for processing
 - DPS Spring Semester:
 - January through March: Submit an Invoice in April
 - April through June: Submit an invoice in June/July
 - DPS Fall Semester:
 - July through November: Submit an invoice by mid-December.
 - December: Submit an invoice in January for the prior calendar year.
 - Example: December 2022 should be invoiced in on/around January 15th, 2023 to provide reimbursement for December 2022.