

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CESCO LINGUISTIC SERVICES, INC.**, a Colorado corporation with a principal office mailing address at 6152 South Tempe Way, Suite C-901, Aurora, Colorado 80015 (the “Contractor”), individually a “Party” and jointly the “Parties.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall coordinate all services under the Agreement with the Executive Director of the Department of Human Rights and Community Partnerships (“Executive Director”), or the Executive Director’s Designee.
2. **SERVICES TO BE PERFORMED**: The Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, Scope of Work**, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.
3. **TERM**: The Term of this Agreement (“Term”) shall commence on June 1, 2023, and expire, unless sooner terminated, on December 31, 2025. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement, payment not to exceed the rates and amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no, non-specified reimbursable expenses allowed under the Agreement. All of Contractor’s expenses are described in **Exhibit A**.
 - 4.3. **Invoicing**: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The

City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **SIX HUNDRED TWENTY-FIVE THOUSAND NINE HUNDRED SEVENTY-SIX DOLALRS AND ZERO CENTS** (\$625,976.00) (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A**, or as directed by Executive Director in writing, are performed at the Contractor's risk and without authorization under the Agreement.

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

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

6. TERMINATION:

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

6.2. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the

Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

6.3. 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.

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

7. EXAMINATION OF RECORDS AND AUDITS; ARPA FUNDING: The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

8. ARPA FUNDS

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

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

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

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

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

8.2. The Contractor shall only utilize ARPA Funds for the purposes described in the Scope of Services attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit D**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the

Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

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

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

9. 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.

10. INSURANCE:

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

10.2. Proof of Insurance: Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the

City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

- 10.3. Additional Insureds:** For Commercial General Liability and Auto Liability, the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
- 10.4. Waiver of Subrogation:** For all coverages required under this Agreement, with exception of Professional Liability, the Contractor's insurer shall waive subrogation rights against the City.
- 10.5. Subcontractors and Subconsultants:** Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 10.6. Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
- 10.7. Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.
- 10.8. Personal Automobile Liability:** Contractor shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement. Contractor represents, as material representations upon which the City is relying, that Contractor does not own any fleet vehicles and that in performing Services under this Agreement, Contractor's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

11. DEFENSE AND INDEMNIFICATION:

11.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

11.2. The Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. The Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

11.3. The Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City’s exclusive remedy.

11.4. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

11.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly

pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

- 14. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.
- 15. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 16. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 17. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.
- 18. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.
- 19. CONFLICT OF INTEREST**
- 19.1.** No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any

employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

19.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Denver Department of Human Rights and Community Partnerships
201 West Colfax Avenue, Dept. 1102
Denver, CO 80204

With a copy of any such notice to:

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

If to the Contractor at the addresses below:

Cesco Linguistic Services, Inc.
6152 S. Tempe Way
Aurora, Colorado 80015

With a copy of any such notice to:

Cesco Linguistic Services, Inc.
1355 S. Colorado Blvd., Suite C-901
Denver, Colorado 80222

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be

mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

- 21. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.
- 22. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 23. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 24. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under the Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in any and all subcontracts and Scope of Work.
- 25. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 26. COMPLIANCE WITH ALL 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,

the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

- 27. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.
- 28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 29. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.
- 30. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all advertisements and photographs, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services (collectively “Contractor Materials”), are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor.
- 31. CANDIDATE INFORMATION/RESULTS:** The City owns all rights to data involving candidates, candidate information, results of language proficiency tests, and reasons for candidate termination in

the course. 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.

32. 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.

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

34. CONFIDENTIAL INFORMATION:

34.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-

disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

- 34.2.** Each Receiving Party shall provide for the security of the Disclosing Party's Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If a Party receives Regulated Data of the other Party outside the scope of this Agreement, it shall promptly notify the other Party.
- 34.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.
- 34.4.** Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the "Act"). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of

a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

- 35. DATA ACCESS FOR COLLECTING AND STORING CITY DATA:** Upon request of the City, the Contractor shall regularly deliver to the Project Manager or other identified City representative necessary data to comply with the grant's requirement as defined and agreed upon in the SOW and Proposal sections of this agreement. Such records, in the format of Excel spreadsheets, Word documents or PDFs as appropriate will be collected and delivered at a minimum prior to training start and when training completes.
- 36. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 37. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.
- 38. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 39. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Parties consent to the use of electronic signatures by the City and Contractor. The Agreement, and any other documents

requiring a signature under the Agreement, may be signed electronically by the Parties 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.

40. PAYMENT OF CITY MINIMUM WAGE: Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City’s Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Contractor expressly acknowledges that Contractor is aware of the requirements of the City’s Minimum Wage Ordinance and that any failure by Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.”

EXHIBITS

Exhibit A – Scope of Work

Exhibit B – Interpreter Training Proposal

Exhibit C- Certificate of Insurance

Exhibit D- ARPA Terms and Conditions

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SIGNATURE PAGES TO FOLLOW**

Contract Control Number: HRCRS-202367550-00
Contractor Name: CESCO LINGUISTIC SERVICES INC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

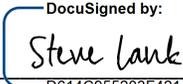
By:

By:

By:

Contract Control Number:
Contractor Name:

HRCRS-202367550-00
CESCO LINGUISTIC SERVICES INC

By:  _____
DocuSigned by:
Steve Lank
D614C955203F421...

Name: Steve Lank
(please print)

Title: Chief Executive Officer
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

CESCO LINGUISTIC SERVICES INC – INTERPRETER WORKFORCE TRAINING

SCOPE OF WORK

OVERVIEW

Vendor Information	
Organization Name:	Cesco Linguistic Services Inc
Contact Person:	Steve Lank
Training Point of Contact	Giovanna Carriero-Contreras
Physical Address:	1355 S. Colorado Boulevard, C-901, Denver CO 80222
Phone:	C:720-341-9010 Landline: 303-274-2634
Email:	SLank@CescoLS.com

Contract Term: June 2023 – December 31, 2025

Current Request Amount: \$625,976

Previous Total Amount: \$0

New Total If Executed: \$625,976

Project/Program/Work Narrative: The professional interpreter in community services settings, Cesco will provide workforce training for immigrant and refugee community members on how to become a professional interpreter for in-person interpretation services, remote interpretation via video and phone.

The completion of this workforce training will assist immigrant and refugee residents in establishing themselves as professional interpreters and as a potential entrepreneurial venture. This workforce training and assistance in becoming a small business is for immigrant and

Exhibit A

refugee residents that want to pursue these skills as employment opportunities and are available to work. After the 80-hour course, participants will receive a certificate of completion, assistance in starting their own small business, assistance in becoming a city certified language service vendor (through DSBO) and will be added to the city's language service vendor preferred list.

A minimum of 12 training courses will be executed from 2023 through 2025. The program includes cost of each 80-hour course, small business grant which includes cost of city small business certification process, childcare if needed by students, interpreter communication sets, and twenty-five chrome books.

Project objectives:

1. Enroll ~40 immigrant and refugee candidates in 2023 and ~80+ immigrant and refugee candidates in 2024 and 2025.
2. Graduate students that speak CCD most encountered languages: Vietnamese, Amharic, Cantonese, Mandarin, Arabic, Russian, French spoken in Central and Eastern Africa, Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian, Khmer, Armenian, and Swahili. (other languages as availability permits)
3. Educate all graduates on city services and resources, how to access them and the city's language access program.
4. Provide business education to all graduates and assist them in applying for a business license and applying for the small business certification.

Requirements to train:

- A large room with desks and chairs to accommodate 50 people with desks and chairs for 21 participants and 2 instructors.
- The room should have doors that can be closed to prevent outside noise and minimize disruptions.
- Access to the internet.
- Large screen for presentation PPT
- Computers for all students with Microsoft suite.
- Headsets for each student.
- Disposable phone earbuds for each student.
- One set of interpreter equipment with enough sets for all students.
- Light refreshments and snacks – coffee, tea, culturally appropriate snacks

DOIRA requirements and task list:

- Procure training site accessible by public transportation and free parking.
- Procure and provide childcare if needed during training and possibly food and drink for children.
- Provide access to internet.
- Procure and provide 25 computers for the training course to be used for all courses from 2023-2025.

Exhibit A

- Provide individual headsets for each student for ~260 students.
- Provide two sets of interpreter equipment for use during the course.
- Distribute the advertisement / messaging throughout city agencies and other community-based organizations.
- If possible, public transportation cards/fares may be provided by candidates that require / qualify for assistance.
- Coordinate with other city agencies to present city resources to the graduating candidates.
- Release for photo
- Develop student contract (Cesco will assist)
- Add City & County logo as well as Cesco to administrative material produced for the course
- Make final decision on a case-by-case basis if a candidate obtains approval to test in any other language(s). Decisions will be made in collaboration with Cesco. Candidates speaking more than one language besides English, will need to choose the language they want to pursue the language proficiency testing in.
- Candidates must demonstrate a minimum Advanced Medium in their language combination. Eligibility criteria will prioritize those with Advanced High level in their language combinations and languages in Objective 2.
- Make final decision on allowing applicants with language combinations other than the languages mentioned in Objective 2, depending on course availability.
- All applicants to the 80 hour program will take a language proficiency assessment in English and the secondary language. Exemptions to this policy may be granted for participants with certain academic degrees upon review of the field of study by DOIRA.

Task List for CESCO:

- Provide a minimum of 12 training courses from 2023 through 2025.
- Provide additional training supplies as needed for students and instructor (22 steno-pads, pens, notebooks, textbooks + exercise books/manuals)
- Manage and track students' registration, attendance, proficiency in English and second language, and any other administrative data collection for the training course with Cesco's LMS.
 - **Name**
 - **Address**
 - **Neighborhood**
 - **Cellphone**
 - **Currently Employed- Yes / No / Title & Duties**
 - **Why this course?**
 - **Other language that each candidate self-identified as knowing**
 - **Self identified level of proficiency in the other language per candidate**
 - **How did they hear about it?**
 - **Proficiency Scores in English and the Other language**
 - **Attendance**
 - **What are your expectations? How can we support you?**
 - **Have you ever attended an interpreter course?**

Exhibit A

-
- In collaboration with DOIRA, develop training advertising/messaging in English for the immigrant and refugee community that speak these languages: Vietnamese, Amharic, Cantonese, Mandarin, Arabic, Russian, French spoken in Central and Eastern Africa, Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian, Khmer, Armenian, and Swahili. Other languages by exception with approval from DOIRA. Cesco will not develop nor translate the English messaging, if translation is required, translation services will be procured outside the scope of this agreement.
- Joint distribution for marketing and disseminating recruitment for the course to the immigrant and refugee community.
 - Messaging will be approved by DOIRA
- Administer proficiency testing for English and the second language. Priority languages are in Objective 2; this does not prohibit the testing of another language and participation in the course when approved by DOIRA.
- In coordination with DOIRA, determine if a candidate should remain in the training course if there have been incidents that indicate the candidate may not be suited for the profession of an interpreter.
 - Cesco to provide their expectations
 - Time and Commitment
 - Attendance
 - Disruptive behavior
 - Discrimination
 - Respectful
 - Professional Conduct
 - Code of ethics including LA policy
- In coordination with DOIRA, determine if a candidate should be allowed into the training course that does not have a second language that is listed in the preferred languages.
- In coordination with DOIRA, candidates speaking more than one language besides English, will need to choose the language they want to pursue the language proficiency testing in. In coordination with DOIRA, on a case-by-case basis the candidate may obtain approval to test in any other language(s).
- Provide all training resources, materials, instructor, and expertise to train participants.
- Communicate to DOIRA in a timely manner if any training issue arises.
- Provide access to zoom and any other application that may be needed for the training purposes only. Zoom is an online tool to assist participants in performing training tasks.
- Provide training courses as outlined in the attached syllabus. Any changes to the syllabus will be communicated to DOIRA with final decision from DOIRA.
- Prepare participant evaluation
- Attend learning site tour with the city program manager team prior to the start of each course
- At a minimum, the Cesco and city program manager teams will meet the preceding two months and one month prior to the commencement of the course and at the end of the course for an end of course review and as needed. Provide a report to LA team for each course:
 - Registrations statistics one week prior to the start of each course and one week after the end of each course

Exhibit A

- Annual rollup of registration statistics of the data below
- Course reports and Annual reports will contain the following data:
 - **Name**
 - **Address**
 - **Neighborhood**
 - **Cellphone**
 - **Currently Employed- Yes / No / Title & Duties**
 - **Why this course?**
 - **Other language that each candidate self-identified as knowing**
 - **Self identified level of proficiency in the other language per candidate**
 - **How did they hear about it?**
 - **Proficiency Scores in English and the Other language**
 - **Attendance**
 - **What are your expectations? How can we support you?**
 - **Have you ever attended an interpreter course?**

Payment/Invoicing Schedule:

\$69,996.67 is due upon proposal signature or no later than 30 days prior training start date.

\$35,998.33 is due for Year1-Course#1 upon completion of the Year1-Course#1 training, unless otherwise agreed upon in writing.

\$34,665 is due per each course after that starting with Year1-Course#2 and on.

Every invoice should provide adequate and detailed information about services/goods received (description of services/goods, quantity, rate, dates of services). Invoice will include contract number, office, agency and program lead. Program lead is Claudia Castillo at Claudia.castillo@denvergov.org.

Invoices should be sent directly to the program/project manager overseeing the project. Send invoices to Claudia Castillo at Claudia.castillo@denvergov.org and Alex Bare at Alexandra.bare@denvergov.org.

Wherever and whenever possible, backup/supporting invoice documentation will be provided including but not limited to: sales invoices or receipt, query results, cash register tapes (to show totals), bank deposit slips, credit card settlement reports, payroll records, reports, spreadsheets; and/or email or memo explaining in detail the transaction.

Neighborhood(s) Served (See map: <https://www.denvergov.org/maps/map/neighborhoods>):

This program is for all city and county of Denver residents.

Council District Served (See map: <https://www.denvergov.org/maps/map/councildistricts>):

OR

Check if Citywide

Program Description: (Narrative mission, vision, history, description of what the funds aim to

Exhibit A

achieve) Immigrant and refugee communities were disproportionately impacted communities that faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment.

The completion of this workforce training will assist immigrant and refugee residents in establishing themselves as professional interpreters and work as interpreters. This workforce training and assistance in becoming a small business is for immigrant and refugee residents that want to work and are available to work. After successful completion of the 80-hour course, participants will receive a certificate of completion, assistance in starting their own small business, assistance in becoming a city certified language service vendor and will be added to the city's language service vendor preferred list.

In 2023 there will be ~40 and in 2024 through 2025 there will be ~80 trained interpreters in languages that match the language needs of communities and the most encountered by city agencies. Most encountered languages include Vietnamese, Amharic, Cantonese, Mandarin, Arabic, Russian, French spoken in Central and Eastern Africa, Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian, Khmer, Armenian, and Swahili.

We will work with DSBO to educate and aid for graduates to apply for the small business certification and each year we aim for ~40 small business certification applications processed and approved by DSBO, expanding the pool of interpreter language service vendors for city agencies to contract services with.

At the end of the 3-year timeline for the interpreter workforce training, the city will have trained over 200 professional interpreters, ready to provide interpreting services and satisfy the communities language interpreting needs. Additionally, this program aims to provide economic mobility for over 200 households with graduates obtaining education on city services and resources, how to access them, how to request language services, and can take the information back to their communities

Appendix A: Budget/ Budget Narrative

<p><u>Interpreter Training</u></p> <p>Cesco will provide 12 training to a class of ~21 candidates through the life of the contract.</p>	\$625,976
<p><u>Total:</u></p>	\$625,976



Proposal for

The Professional Interpreter in Community Services Settings Training

The following includes the proposal for the 80-hour training for the interpreter workforce training by the Denver Office of Immigrant & Refugee Affairs, City and County of Denver.

The following proposal covers training for participants that work or wish to work as interpreters.

To:	Claudia Castillo	Date:	2023/03/06
Customer:	Denver Office of Immigrant & Refugee Affairs	Currency:	USD
Project:	Interpreting Training for the Interpreter Workforce Training		

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Organizational capacity	10
About the trainer – Giovanna carriero-contreras	10



SCOPE OF WORK

Cesco Linguistic Services will provide services in accordance with the Scope of Work of the interpreter workforce training by the City and County of Denver.

Additionally, more advanced trainings, such as Simultaneous Interpreting and RSI (Remote Simultaneous Interpreting) may be added at a later time.

TRAINING SESSIONS – 80 HOURS

	Hours	Participants (up to)	Total
Intro to US Systems (*Customizable) – This section will cover an introduction to the educational, medical, social services, and legal systems.	10	21	\$40,000
Interpreting in Community Services / The Community Interpreter - The program covers interpreter's ethics and conduct, basic skills (covering an interpreting assignment from pre-session to post-session), positioning, terminology, intervention strategies, cultural mediation, and other vital skills and protocols, including interpreting note-taking technique. It offers simple decision-making tools to help interpreters make on-the-spot judgment calls in daily practice and guides interpreters on how to develop critical thinking and problem-solving skills through extensive use of role plays, activities, group exercises, and discussions based on videos. The program includes a dedicated section to Language Access policies and Language Access as a tool to fair and equitable access to services for those that do not speak English.	43		
Interpreting Skill Building - This section will focus on skill building strategies and techniques to enhance the delivery of interpreting services in consecutive mode, note-taking, and sight translation. It will also provide an introduction to simultaneous mode of interpreting. It will cover how to deliver services remotely via video and via phone. For this section it is preferable to use a computer lab equipped with a computer per participant.	20		
Professional Identity & Business Practices (*Customizable) - Interpreting is more than just a job. It's a career and a profession. This section will cover the traits of a professional interpreter, the interpreting profession, and the basic tools to use to complete all the necessary administrative tasks revolving around an independent contracting (freelance) profession, including email etiquette, invoicing, and more.	5		
Final Test	2		
Total	80	21	\$40,000

TRAINING SESSIONS – 80 hours			
	Contact Hours	Participants (up to)	Flat Fee
<p><i>The flat fee* includes:</i></p> <ul style="list-style-type: none"> ➤ 80-hour instructions over 13 days <ul style="list-style-type: none"> ○ Up to 3 trainers are participating in the instruction; ➤ Minimum of additional 26 hours for set up and wrap up before/after the instruction time (an average of 2 hours/session) ➤ Minimum of additional 39 hours to review homework and provide feedback to participants; and prepare next session; ➤ Minimum of 10 hours per training to update, adapt and develop content and activities based on the participants' resume and languages. <p><i>*The program requires a minimum of 75 hours beside the instructional time and the flat fee package allows a cost-effective solution for all the hours required to deliver a first-class training</i></p>	80	21	\$40,000

LANGUAGE PROFICIENCY ASSESSMENT

As per the Scope of Work of the interpreter workforce training by the City and County of Denver, languages preferred are: Vietnamese, Amharic, Cantonese, Mandarin, Arabic, Russian, French spoken in Central and Eastern Africa, Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian Creole, Khmer, Armenian, and Swahili.

Each interpreter will be tested in English and their other interpreting language. Interpreters speaking more than one language besides English, will need to choose the language they want to pursue the language proficiency testing in or get approval to test in any other language(s).

In the absence of any state or federal regulation of the interpreting profession, any bilingual individual wishing to attend interpreting training may do so. However, individuals attending interpreting training should demonstrate a minimum level of proficiency in the languages they want to interpret into and from.

Cesco recommends requiring a minimum of a high school diploma or equivalent education, as well as proof of proficiency in English and at least one non-English language. This is the best practice of interpreter certification programs.

In line with this recommendation, Cesco's policy requires all those wishing to participate in the 40+ hour program to take a language proficiency assessment. Exemptions to this policy may be granted for participants with certain academic degrees upon review of the field of study and performance.

NOTE: The certificate issued to participants who successfully complete the interpreting program will show the interpreting level the participant should be able to perform at based on their language proficiency assessment score.

Successful completion of the program is based on passing the training final written test.

LANGUAGE PROFICIENCY ASSESSMENTS –			
	Fee	Participants (up to)	Total
<i>English*</i>	\$75	21	\$1,575
<i>Vietnamese, Amharic, Cantonese, Mandarin, Arabic, Russian, French spoken in Central and Eastern Africa, Burmese, Karen, Farsi, Somali, Nepali, Korean, Urdu, Haitian Creole, Khmer, Armenian, and Swahili</i>	\$155	21	\$3,255
Project Management (scheduling, live proctoring, follow up, data management)	20%		\$1,207.50

**If Spanish is added, the fee is the same as English*

Invoice for language proficiency assessments will be provided based on actual assessments administered.

TECHNOLOGY

As per CCD SOW, Cesco will make available LMS platform and Zoom connection. Participants will have access to the syllabus and the material to study through the LMS platform. Each student will have login credentials.

The course set up fee is a one-time fee for the program

The maintenance and update fee is per each 80-hour session run and includes enrolling new participants to the platform, uploading material, and any additional changes to improve the performance of the overall program

The Zoom setup is per class and cover the use of Zoom during the whole duration of the course.

	Fee	Class	Total
Registration Platform setup and maintenance	\$600	1	\$600
LMS Course Set up (One-time fee)	\$2,000	1	\$2,000
LMS Maintenance and Update (up to 12 hours)	\$500	1	\$500
Zoom setup	\$500	1	\$500

PROJECT MANAGEMENT

Cesco Linguistic Services will manage the program from participants enrolling to final delivery of certificates, provide support with messaging distribution, collect, and share data according to the CCD SOW.

	Fee	Class	Total
Project Management	10%	1	Invoice Total

ESTIMATED COST PER TRAINING COURSE/ESTIMATED COST PER TRAINING COURSE

	Class	Total
Course (see page 3 for details)	1	\$40,000.00
Language Proficiency Assessments*	1	\$6,037.50
Registration Platform setup and maintenance	1	\$600.00
LMS Course Set up (One-time fee)**	1	\$2,000.00
LMS Maintenance and Update (up to 12 hours)	1	\$500.00
Zoom setup	1	\$500.00
Estimated Total:		\$49,637.50
Project Management (10%)***	1	\$,4,360.00
Estimated Grand Total	1	\$53,997.50

*Language Assessment Fees will be adjusted per actuals according to the Language Assessment fee section

** Subsequent trainings will not have this charge

*** This fee does not include the PM for the Language Proficiency Assessments

TRAINING SYLLABUS - DRAFT

Final schedule of topics will be released 1 week prior to the first course

MODULE 1: The Profession

- The Profession of Community Interpreting
- Interpreter Credentials
- Ethics and Standards for Community Interpreters
- Application of Ethical Principles
- Ethical Principles in Action
- How to assess your performance

MODULE 2: Protocol and Skills

- Stages of the Encounter
- Four Protocols for Community Interpreting
- Memory Skills
- Message Transfer Skills
- Modes, Summarization and Mode Switching
- Note-taking for Community Interpreting

MODULE 3: Strategic Mediation

- Unconscious Bias
- Deciding When to Intervene
- Scripts for Mediation
- The Strategic Mediation Model
- Cultural Competence and Strategic Mediation Model

MODULE 4: Professional Identity

- Professional Identity
- Professional Practice
- Legal Interpreting
- Emerging Specializations
- Preparing Terminology
- Remote Interpreting

MODULE 5: The Role of the Community Interpreter

- Communicative Autonomy and the Role of the Community Interpreter
- Advocacy and the Community Interpreter
- Standards of Practice
- Self-Care and Personal Wellness
- Professional Development and Continuing Education

Additional note:

- The sections **Intro to US** and **Professional Identity & Business Practices** are customizable in case participants to the trainings are bilingual staff that is to be trained as interpreters.
- The section **Interpreting Skill Building** is specifically tailored to teach a practice the techniques of interpreting modes for the indicated number of hours.

SETUP

Training Modality: Training will be offered in-person, at a specific location indicated by Client.

Class size: Max 21 participants, as per CCD SOW

Seating arrangements: large room allowing space (or separate rooms) for breakouts, role play and other practice exercises for group activities. Avoid “classroom” setup and preferably set rectangular tables in U shape. If only round tables are available, account for seating facing presenter only (not the entire round table (e.g. if the table seat 8, count only 4 seats per table).

Allow an extra table for refreshments and resource materials

Audiovisual needs:

- Projector or large screen connected with computer
- AV / Sound connected to computer
- Internet connection
- Clicker

Refreshments:

- (Light) Breakfast, snacks, and drinks

Equipment:

If a lab is made available for the interpreting practice, please consider the following equipment:

- Computer/laptops with camera
- Headset with microphone
- Internet connection

Miscellaneous

- Room for lunch / cafeteria
- List of restaurants around the training location

COVID-19 protocols

COVID-19 protocols will be put in place depending on the situation and the local requirements on the date of the training events.

Details are outlined in the CCD SOW. Anything missing in this document is regulated by the CCD SOW.

TERMS OF SERVICES

Direct Cost Policy: Any direct costs such as transportation, parking, lodging, per diem, etc. will be invoiced at cost if applicable. This is in compliance with the CCD SOW.

Language Proficiency Assessment Test Proctoring: As per CCD SOW, Cesco will proctor the tests and manage the testing schedule prior to (or during if necessary) the training. A 25% fee is added to the language proficiency testing section.

Technology: Client must ensure IT requirements are met, such as reliable and stable internet connection, computer, projector, etc. are met. As per CCD SOW, Cesco will make available LMS platform and Zoom connection. See fees in Technology section.

Cancellation Policy: For training sessions canceled less than 10 business days before the scheduled date, the fee will be charged in full. Sessions canceled with more than 10 business days will incur a fee equivalent to 50% of the estimated total as well as any applicable and non-refundable direct costs.

Billing: 1/3 (one-third) of the total contract yearly amount (\$69996.67) is due upon proposal signature or no later than 30 days prior training start date. The remaining balance per course will be paid upon completion of each training, unless otherwise agreed upon in writing (\$35,998.33 for Year1-Course#1, and \$34,665, per each course after that). See Schedule below for details.

Payment Schedule:

Year 1					
	Course #1	Course #2	Course #3	Course #4	Totals
	\$53,997.50	\$51,997.50	\$51,997.50	\$51,997.50	\$209,990.00
1/3 (one-third)	\$17,999.17	\$17,332.50	\$17,332.50	\$17,332.50	\$69,996.67*
2/3 (two-thirds)	\$35,998.33	\$34,665.00	\$34,665.00	\$34,665.00	\$139,993.33

*Itemized Justification:

Language Proficiency Assessments*	\$24,150.00
Registration Platform setup and maintenance	\$2,400.00
LMS Course Set up (One-time fee)**	\$2,000.00
LMS Maintenance and Update (up to 12 hours)	\$2,000.00
Zoom setup	\$2,000.00
Project Management (10%***)	\$17,440.00
Adaptation of lesson plans and activities per the participants signing up	\$20,006.67
Estimated Grand Total	\$69,996.67

Note:

\$69,996.67 is due upon proposal signature or no later than 30 days prior training start date. Tasks such as the structure of the online portal, the registration pages, the language proficiency testing, and project management occur prior to training start. Additional tasks included in registration platform and set up include messaging for the training course and advertising through various channels as Cesco will support the City and County of Denver to advertise the training. The baseline course has to be tailored to CCD requirements and to the participants (various languages have different needs), and also need to occur prior to the start of the first training course. These are the costs accrued in advance prior to the start of the first course.

\$35,998.33 is due for Year1-Course#1 upon completion of the Year1-Course#1 training, unless otherwise agreed upon in writing.

\$34,665 is due for each course after that starting with Year1-Course#2 and on.

Course dates are scheduled and confirmed in agreement with DOIRA. Billing dates are dependent on the agreed course dates but no later the end date of the contract.

I,

(Print Name & Title)

have read this proposal in its entirety and understand that the terms and corresponding fees (as detailed above) are consistent with what agreed.

.....
Client Representative Name

.....
Client Representative Signature

Date:



ABOUT CESCO LINGUISTIC SERVICES TRAINING SERVICES

Cesco Linguistic Services has offered training to a variety of audiences:

- Private groups, such as school districts, non-profit organizations, and state agencies
- Public training: classes offered to individuals seeking training to either learn the profession or enhance skills and improve interpreting competences.

Cesco can provide interpreting trainings in key metropolitan areas throughout the state to develop new interpreters and reach interpreters in rural communities through virtual training events.

ORGANIZATIONAL CAPACITY

Cesco Linguistic Services, Inc. was formed in August 2004 with the mission of delivering high-quality interpreting and translation services. Cesco quickly made a name for itself as a reliable and knowledgeable language services provider in over 200 languages, with particular expertise in languages of limited diffusion.

The founder, Giovanna Carriero-Contreras, is a passionate language access advocate and has made it her mission, and that of Cesco, to help ensure that limited English proficiency (LEP) individuals in the United States have the same access to public services as those who are fluent in English, both in spoken and written communication.

This focus, along with strict adherence to the professional code of ethics, consistent quality of service, and accountability, led Cesco to start offering the interpreter training it uses to provide quality services to both private and public organizations, as well as the general public. In 2010, Giovanna Carriero-Contreras launched the Training division at Cesco. Since then, Cesco has provided over 5,000 hours of training covering every aspect of interpreting to hundreds of interpreters of all levels and for any language.

Cesco works with a team of qualified and experienced trainers as well as a staff that supports the necessary administrative tasks.

Tentative Schedule for the remainder of the year has already been drafted per CCD SOW.

ABOUT THE TRAINER – GIOVANNA CARRIERO-CONTRERAS

Giovanna Carriero-Contreras, has been working in the language services industry for 25 years. She is a graduate of the prestigious School of Translation and Interpretation in Geneva, Switzerland and is a sought-after industry speaker, both nationally and internationally. Giovanna is not only a seasoned translator and interpreter herself but is also an interpreter trainer and published language industry author, having co-authored *The Community Interpreter® - International (TCII)* textbook and workbook, as well as the medical version of the course, *The Medical Interpreter*. She is also one of only two Trainer-of-Trainers (TOT) for the 40+ hours TCII program.

Giovanna is currently working at the new edition of *The Community Interpreter®* and is co-authoring a textbook to train educational interpreters.

As a strong proponent of professional development for interpreters and the advancement of the profession, Giovanna is very active in the interpreting community and is involved in developing

professional standards for the interpreting industry on the national level through ASTM International, and on the international level through the International Organization for Standardization (ISO). Giovanna is member of ASTM Committee F43 on Language Services and Products and is a member of the Review Committee of F2089-15 “Standard Practice for Language Interpreting.” She is Chief of US Delegation for the ISO/TC 37/SC 5 for translation, interpreting, and related technology standards, currently acting as Editor for the revision of ISO 13611:2021(WD) “Interpreting Services— Community Interpreting — Requirements.” She is participating as US Expert in the ISO/TC37/SC5/WG4 “Interpreting and Translation Teaching and Training Programs.”

A strong language access advocate, Giovanna has an expert understanding of Title VI and Executive Order 13166 requirements.

Giovanna is an expert at teaching interpreting to individuals who wish to become interpreters or individuals who are already working as interpreters but need training. She has also taught The Community Interpreter® to bilingual staff that have interpreting duties as part of their daily work. It’s worth to mention that she has trained San Francisco city agencies’ staff through the Office of Civic Engagement & Immigrant Affairs (OCEIA) for several years (<https://sfgov.org/ccsfgsa/oceia/about-oceia>).

Education and Professional Credentials

- School of Translation and Interpreting, Geneva, Switzerland
- Certified Healthcare Interpreter, Spanish CHI, Italian and French Core-CHI
- 40-hour Bridging the Gap Medical Interpreter Training Course, 2010
- 40+-hour The Community Interpreter®, Co-Author, Master TOT Trainer
- 40+-hour The Medical Interpreter, Co-Author, Trainer
- Language of Justice, Legal Interpreter Training, Trainer
- DSM-5~ Relevance to Cultural and Linguistic Competence (SAMHSA), Trainer

References can be provided upon request

Exhibit D

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

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

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient:

Authorized Representative:
Title:
Date signed:

U.S. Department of the Treasury:

Authorized Representative:
Title:
Date signed:

PAPERWORK REDUCTION ACT NOTICE

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

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

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

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

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

16. Protections for Whistleblowers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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

Exhibit D

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

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

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

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

Recipient:

 Authorized Representative:
 Title:
 Date signed:

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date signed:

PAPERWORK REDUCTION ACT NOTICE

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

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

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

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

16. Protections for Whistleblowers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

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