

**2018 AGREEMENT
PY 2018 Funds**

For Performance of a Community Services Block Grant Activity
Catalog of Federal Domestic Assistance (CFDA) Number: 93.569

ARTICLE I: GENERAL PROVISIONS

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of January, 2018, by and between Adams County, a body politic and corporate, known hereafter as "COUNTY", and Adams County Emergency Food Bank, located at 7111 E. 56th Ave. Commerce City, CO 80022, known hereafter as the "GRANTEE".

WHEREAS, the COUNTY requires the provision of certain services and products in connection with the program funded by grants from the Community Services Block Grant (CSBG) and which must conform to one or more of the following objectives ("Program"):

- A. To provide a range of services and activities having a measurable and potentially major impact on causes of poverty in the community or those areas of the community where poverty is a particularly acute problem.
- B. To provide activities designed to assist low-income participants;
 - (i) to secure and retain meaningful employment;
 - (ii) to attain an adequate education and cognitive development;
 - (iii) to make better use of available income and/or asset building;
 - (iv) to obtain and maintain adequate housing and a suitable living environment;
 - (v) to obtain emergency assistance to meet immediate and urgent individual and family needs, including the need for health and social/behavioral development services, nutritious food, housing, and employment-related assistance;
 - (vi) to remove obstacles and solve problems which block the achievement of self-sufficiency;
 - (vii) to achieve greater participation in the affairs of the community through civic engagement and community involvement; and
 - (viii) to make effective use of other related programs such as agency capacity building.
- C. To provide on an emergency basis for the provision of such supplies and services, nutritious food and related services, as may be necessary to counteract conditions of starvation and malnutrition among the poor;
- D. To coordinate and establish linkages between governmental and other social services programs to assure the effective delivery of such services to low-income individuals;
- E. To encourage the use of entities in the private sector of the community in efforts to ameliorate poverty in the community.

WHEREAS, the Community Services Block Grant Advisory Council (CSBGAC) has recommended that the services and products provided for herein be included in the COUNTY's Application and Community Action Plan to the State for CSBG funds ("Project Plan"); and

WHEREAS, the GRANTEE is qualified to provide the services and products as identified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, payments and other provisions hereof, the

parties agree as follows:

ARTICLE II: SCOPE OF SERVICES

Section 1. The COUNTY hereby agrees to engage the GRANTEE, and the GRANTEE agrees to provide the following services and products as described in the attached Exhibit 1 Scope of Services ("Services"). The Services shall be provided to individuals and families at or below 125% of "poverty income" as defined annually by the United States Department of Health & Human Services only to Adams County residents that provide proof that they are in the country legally and sign the Affidavit of Legal Residency. Income eligibility and legal residency information must be collected and kept in each CSBG customer file.

Section 2. The GRANTEE covenants that it has, or will obtain at its own expense, all personnel, goods, services and equipment required to perform the Services and shall use no funds provided hereunder for any expense other than those expenses required to perform the Services and that are outlined in this agreement.

Section 3. All Services provided hereunder shall be performed by the GRANTEE. No personnel engaged in the performance of those Services shall be employees of the COUNTY, nor shall any personnel providing those Services have any contractual relationship with the COUNTY.

Section 4. The COUNTY reserves the right to enter into other contracts related to the Services, and the GRANTEE agrees to cooperate with the COUNTY and its other contractors with respect to the coordination of those Services.

ARTICLE III: DURATION OF CONTRACT

Section 1. Services provided hereunder shall commence on: January 1, 2018 and shall continue through December 31, 2018, (the "Period of Performance"). The agreement shall be automatically renewed up until April 30, 2021 providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon and is contingent upon federal funding from the United States Department of Health & Human Services through the Colorado Department of Local Affairs, known hereafter as "DOLA".

Section 3. If the GRANTEE fails to comply with any contractual provision, the COUNTY, may, after notice to the GRANTEE, suspend the Agreement and withhold further payment or prohibit the GRANTEE from incurring additional obligation of contractual funds, pending corrective action by the GRANTEE or a decision by the COUNTY to terminate in accordance with this Agreement. The COUNTY may determine to allow such necessary and proper costs which the GRANTEE could not reasonably avoid during the period of suspension.

Section 4. If, through any cause, either party shall fail to honor or otherwise fulfill any of the promises, covenants, obligations, agreements or stipulations of this Agreement, the other party shall have the right to terminate this Agreement by giving ten (10) days written notice to the other party of such termination, specifying the reasons for such termination and the effective date thereof. In the event the GRANTEE is terminated under this section, the GRANTEE shall not be relieved of liability to the COUNTY or the State for any damages sustained by the COUNTY or the State by virtue of any breach of this Agreement by the GRANTEE, and the COUNTY or the State may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined.

Section 5. In addition to other specified remedial actions, the State or COUNTY may exercise the following remedial actions should it find that the GRANTEE substantially failed to satisfy or perform the duties and obligations in this Agreement. Substantial failure to satisfy the duties and obligations shall be defined to mean insufficient, incorrect, improper activities or inaction by the GRANTEE. These remedial actions are as follows:

- 1) Withhold payment to the GRANTEE until the necessary services or corrections in performance are satisfactorily completed;
- 2) Request the removal from work on the Agreement of employees of the GRANTEE whom the COUNTY or the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the Agreement it deems to be contrary to the public interest or not in the best interest of the COUNTY or the State;
- 3) Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the GRANTEE cannot be performed or if performed would be of no value to the COUNTY or the State. Denial of the amount of payment must be reasonably related to the amount of work or performance lost to the COUNTY or the State;

or

- 4) Terminate the Agreement for cause.

Section 6. The parties hereto may terminate this Agreement by mutual consent by setting forth in writing the terms, conditions and effective date of such termination, in which case the GRANTEE shall be reimbursed an amount equal to actual eligible expenses incurred as of the date of termination.

Section 7. If the State terminates the COUNTY's Contract with the State as identified in Article V, Section 8, whether for the convenience of the State or for cause, this Agreement shall immediately terminate. If such termination is for cause due to GRANTEE's failure of performance, the provisions of Article III, Section 2, 3, 6 and 7 shall apply and the GRANTEE shall not be relieved of liability to the COUNTY for any damages sustained by the COUNTY by virtue of any breach of the Contract by the GRANTEE, and the COUNTY may withhold any payment to the GRANTEE for the purpose of settlement until such time as the exact damage due the COUNTY from the GRANTEE is determined. If such termination is for the convenience of the State, the GRANTEE shall be reimbursed in an amount equal to actual expenses incurred as of the date of termination.

Section 8. The COUNTY without cause may terminate this Agreement at any time if written notice to terminate is provided to the GRANTEE more than ten (10) days prior to the effective date of the termination. In such event, the GRANTEE shall be paid for all eligible work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.

Section 9. Should the COUNTY terminate this Agreement for cause, as provided in Section 3 above, no further payments shall be due to the GRANTEE, including payment for Services provided prior to the effective date of termination.

Section 10. Nothing herein shall preclude either party from pursuing such remedies at law or at equity as may be appropriate.

Section 11. If this Agreement is terminated for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the GRANTEE under this Agreement shall, at the option of the COUNTY, become the COUNTY's property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

ARTICLE IV: COMPENSATION AND PROJECT BUDGET

Section 1. The COUNTY shall reimburse the GRANTEE for the actual cost of Services provided hereunder, however, such reimbursement shall not exceed Thirty Thousand Dollars and 00/100 (\$30,000) over the Period of Performance.

- A. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.
- B. The GRANTEE shall adhere to the Project Budget as set forth more specifically in subparagraph (A) above to the fullest practicable extent, but the GRANTEE is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY.

Section 2. The COUNTY shall invoice DOLA for payments due and may make payment to the GRANTEE before the receipt of such DOLA CSBG funds for the purpose of the continuation of Services provided in accordance with the State CSBG Plan, the State of Colorado Local Government Financial Management Manual and this Agreement.

Section 3. The parties hereto recognize that compensation paid to the GRANTEE hereunder is funded from CSBG. If funding is not secured under CSBG, or if compensation to the GRANTEE is disapproved thereunder, then this Agreement shall be null and void and no payment will be due the GRANTEE from the COUNTY. Furthermore, if, for any reason, reimbursements from CSBG to the COUNTY are delayed, payments to the GRANTEE by the COUNTY may be delayed for the same length of time.

Section 4. GRANTEE acknowledges and is hereby given notice that the financial obligations of the COUNTY under this Agreement, payable after the current fiscal year, are contingent upon funds for this Agreement being appropriated, budgeted and otherwise made available for each fiscal year thereafter. In the event it is determined that funds will not be budgeted and appropriated, the COUNTY may terminate this Agreement by giving GRANTEE notice of such non-appropriation. The COUNTY's fiscal year commences January 1 and ends December 31.

Section 5. If the COUNTY makes any payments for all or any portion of the Services done by the GRANTEE prior to the COUNTY receiving payment from the State and the COUNTY is notified by the State that the State will not reimburse the COUNTY for the services provided by the GRANTEE, the GRANTEE agrees to repay the COUNTY within thirty (30) days of receipt of notice from the COUNTY that the funds must be repaid to the COUNTY.

ARTICLE V: ASSURANCES

Section 1. The GRANTEE will not discriminate against any employee or applicant for employment, or against any applicant for services or benefits because of race, color, religion, sex or national origin except to the extent that the religious organization exemption provided under 702 of the Civil Rights Act of 1964 (42 U.S.C. 2000e-1) applies. The GRANTEE shall adhere to acceptable affirmative action guidelines in selecting employees, and shall ensure that employees are treated equally during employment without regard to race, religion, sex or national origin. Such action shall include, but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay and other compensation and selection for training, including apprenticeship. Furthermore, the GRANTEE will not discriminate on the grounds of race, color, sex or national origin in the selection and retention of its own grantees or contractors, including suppliers of materials and lessors of equipment. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with regard to otherwise qualified disabled individuals as provided in Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act shall also apply to the Services provided herein. The GRANTEE agrees to take positive

steps to comply and advance in employment qualified disabled persons and to comply with applicable U.S. Department of Health and Human Services Regulations (45 CFR Part 84). GRANTEE agrees to indemnify and hold harmless the COUNTY and the State of Colorado from any claims or demands which may arise under this provision.

Section 2. The GRANTEE shall not compel any employee or volunteer in performing the work of this Agreement to work in surroundings or under working conditions which are unsanitary or dangerous or hazardous to his or her health or safety.

Section 3. The GRANTEE shall comply with Executive Order No. 11426 entitled "Equal Employment Opportunity" as supplemented in the Department of Labor Regulations (41 CFR Section 84) and to execute such provisions as may be required.

Section 4. Independent Contractor/GRANTEE and Indemnification.

- A. In performing the Work, the GRANTEE acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate Workers Compensation Insurance, general liability insurance and any other insurance required under this Agreement. GRANTEE employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The GRANTEE and GRANTEE employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the GRANTEE or some other entity and the GRANTEE is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- B. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees, officials, board members, officers and agents, against any and all claims, losses, injuries, damages, expenses, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services and termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

Section 5. The GRANTEE shall comply with all applicable State and Federal laws, rules, regulations and Executive Orders of the Governor of Colorado, involving non-discrimination on the basis of race, color, religion, national origin, age, handicap, or sex. GRANTEE may utilize the expertise of the State Minority Business Office within the Office of the Governor, for assistance in complying with the non-discrimination and affirmative action requirements of this Agreement and applicable statutes.

Section 6. The GRANTEE shall not utilize any funds provided through this Program for political activities.

Section 7. The GRANTEE shall not utilize any funds provided through this Program to provide voters and prospective voters with transportation to the polls or provide similar assistance in connection with an election or any voter registration activity.

Section 8. The GRANTEE shall comply with all applicable State and Federal laws, rules, circulars, guidelines, regulations and requirements and all obligations imposed on the COUNTY or its subcontractors in the COUNTY's Contract with the State of Colorado, Department of Local Affairs for the CSBG program; the Special Provisions attached and incorporated therein; the Federal Terms and Conditions and Assurance in Appendices thereto; and any special conditions incorporated into or attached to a grant award letter which covers funds paid to the GRANTEE. The terms and conditions of that Contract and the Special Provisions are applicable to this Agreement and are made a part hereof and incorporated herein by reference, whether or not attached

hereto. The GRANTEE agrees that it shall cooperate with the COUNTY in the compliance by the COUNTY of all the requirements set forth in the Certifications attached hereto as Exhibit 4 and incorporated herein by reference. The GRANTEE by execution of this Agreement hereby makes the applicable assurances and certifications set forth in the Certifications attached hereto as Exhibit 4.

Section 9. The GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Agreement. The GRANTEE further covenants that in the performance of this Agreement no person having any such interest will be employed.

Section 10. The GRANTEE assures that it shall comply with Public Law 101-121, Section 319, 29 CFR Part 93, restrictions on lobbying.

Section 11. The GRANTEE shall ensure compliance with the Drug-Free Workplace Requirements for Federal Grant Recipients under Sections 5153-5158 of the Anti-Drug Abuse Act of 1988 (41 U.S.C. 702-707).

Section 12. The GRANTEE will ensure compliance with Public Law 103.227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking may not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. The above requirement will be included in any subawards which contain provisions for children's services and that all subcontractors shall certify compliance accordingly.

Section 13. The GRANTEE shall indemnify, save and hold harmless the State and the COUNTY, and their employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the GRANTEE, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Agreement. This indemnification provision shall survive completion of the services termination of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the COUNTY under the Governmental Immunity Act.

ARTICLE VI: CONTINGENT FUNDING

The parties hereto agree that should the State of Colorado or the Federal government disapprove this Agreement or refuse or fail to make the grant to the COUNTY as contemplated by this Agreement, then this Agreement shall be void and shall not be binding on any party to it. Unearned payments hereunder may be suspended or terminated in the event the GRANTEE refuses to accept additional terms or conditions to this Agreement that may be imposed by the Federal government, the COUNTY, or the State of Colorado after the effective date hereof.

ARTICLE VII: RECORDS, REPORTS, AUDITS AND INSPECTIONS

Section 1. The GRANTEE shall permit the COUNTY, and State and Federal representatives, to inspect, examine, copy or mechanically reproduce, on or off premises, as deemed necessary for grant purposes, all records pertaining to this Agreement for its term and for a period of five (5) years after its final payment hereunder or for such further period as may be necessary to resolve any matters which may be pending.

Section 2. The GRANTEE is subject to all procurement, fiscal and Program requirements to which the COUNTY is subject under the CSBG grant, including pertinent Federal and State guidelines including OMB Uniform Guidance (2CFR 200) requirements for Non Profit Organizations.

Section 3. The GRANTEE will follow the COUNTY's rules and procedures for reporting expenditures, travel, per diem expenses, purchases and bid procedures.

Section 4. During the Agreement term, the retention period set forth in Section 1 above, and as long thereafter as records are maintained, at any time during normal business hours, the authorized representatives of the COUNTY, the State of Colorado, and Comptroller General of the United States shall have the right of access to any books, documents, papers or other records of the GRANTEE with respect to all matters covered by this Agreement in order to make audits, investigations, inspections, examinations, excerpts, and transcripts.

Section 5. For work performed under this Agreement the GRANTEE shall cause an audit to be conducted and submitted to the COUNTY in accordance with the applicable requirements in the OMB Super Circular. If an audit is not required in accordance with OMB Super Circular, the GRANTEE shall provide a year-end financial statement for each fiscal year in which the GRANTEE has received funding for this project.

The audits or financial statement shall be furnished to the COUNTY within six (6) months after the end of the GRANTEE's fiscal year.

Section 6. The GRANTEE shall provide to the COUNTY a CSBG Quarterly Performance Report summarizing the Services which includes activities, progress, outcomes, and number of clients served (report format will be provided) on: ***April 10, 2018, July 10, 2018, October 10, 2018 and January 10, 2019***. The GRANTEE shall provide the COUNTY an Annual Report (report format to be provided) summarizing the Services which include activities, progress, outcomes, and number of clients served by ***January 10, 2019***. The GRANTEE shall provide the COUNTY a monthly payment request on the 10th of each month. GRANTEE shall meet all other reporting requirements in accordance with the State CSBG Plan and the Local Government Financial Management Manual and any other reporting requirements required by the COUNTY, Federal government or the Colorado Department of Local Affairs. The submission of reports in a timely manner shall be the responsibility of the GRANTEE and failure to comply may result in a delay of payment of funds or termination of this Agreement.

Section 7. The GRANTEE shall follow all State of Colorado Local Government Financial Management Manual financial rules and procedures including, but not limited to, procedures for accounting, reporting, expenditures, and budgeting. Minimum standards to be adhered to are those contained in the Local Government Financial Management Manual.

Section 8. In the event the GRANTEE shall obtain access to any records or files of the State or COUNTY in connection with, or during the performance of, this contract, the GRANTEE shall keep such records and information confidential and shall comply with all laws and regulations concerning the confidentiality of such records to the same extent as such laws and regulations apply to the State or the COUNTY. The GRANTEE agrees to notify and advise in writing all employees, agents, consultants, licensees, or sub-contractors of the said requirements of confidentiality and of possible penalties and fines imposed for violation thereof, and secure from each an acknowledgment of such advisement and agreement to be bound by the terms of this agreement as an employee, agent, consultant, licensee, or sub-contractor of the GRANTEE, as the case may be. Any breach of confidentiality by the GRANTEE or third party agents of the GRANTEE shall constitute good cause for the COUNTY or the State to cancel this contract without liability; any and all information delivered to the GRANTEE shall be returned to the COUNTY. Any COUNTY or State waiver of an alleged breach of confidentiality by the GRANTEE or third party agent of the GRANTEE is not to imply a waiver of any subsequent breach.

Section 9. All costs charged to the contract must be documented. For example, the GRANTEE must maintain signed time and attendance records for each and every individual employee and payroll documents approved by an official of the organization. Individual time distribution records must be maintained for allocating an employee's salary between this contract and other funding sources. Source documentation must be maintained for other costs such as receipts, travel vouchers, invoices, bills, or affidavits. Volunteer costs must be documented. All in-kind and other matching contributions, including grant award documents and receipts from other funding sources must be documented.

ARTICLE VIII: AMENDMENTS

Section 1. This Agreement contains the entire understanding between the parties. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing, authorized and executed prior to any work being done thereon and will be contingent upon Adams County approval.

Section 2. Any change in or new Federal, State or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which the Services are to be performed which may constitutionally be applied to the Services and which, by its terms, is intended to be applied to the Services, shall be deemed to be incorporated into this Agreement.

ARTICLE IX: APPLICABLE LAWS

Section 1. The parties hereto agree that this Agreement shall be governed by and construed according to the laws of the State of Colorado.

Section 2. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.

Section 3. The GRANTEE specifically agrees to comply in the performance hereof with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Services or that may be or become applicable to the Services even though not stated herein, as described in the attached Exhibit 3 ("Certifications").

ARTICLE X: NON-ASSIGNMENT

The GRANTEE represents, covenants and warrants that it will not assign its rights nor delegate its obligations hereunder and breach of this provision shall void the obligations of the COUNTY hereunder as of the date of breach and this Agreement shall be void as of said date.

ARTICLE XI: SUCCESSORS

The GRANTEE covenants that the provisions of this Agreement shall be binding upon its successors and agents.

ARTICLE XII: REPRESENTATIVES

All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the GRANTEE (or their successors or assigns), respectively:

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| Adams County Attorney's Office 4430 S. Adams County Parkway Brighton, Colorado 80601 Phone: 720-523-6116 Fax: 720-523-6114 |
| Adams County Human Services Contact: Sue Bozinovski Address: 11860 Pecos St. Westminster, CO 80234 Phone: 720-523-2155 E-mail: sbozinovski@adcogov.org |

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| GRANTEE NAME: Adams County Emergency Food Bank Contact: Linda King Address: 7111 E. 56 th Ave. Commerce City, Colorado 80022 Phone: 303-717-5180 Fax: N/A E-mail: lindakings33@comcast.net |
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The parties may change their representatives at any time by written notice to the other party.

ARTICLE XIII: ILLEGAL ALIENS

Section 1. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 1.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 1.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 1.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 1.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 1.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 1.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

- 1.8. If Contractor violates this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

Section 2. GRANTEE must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS §24-76.5-101 et seq. when such individual applies for public benefits provided under this Agreement by requiring the following:

A. Identification:

The applicant shall produce one of the following personal identifications:

- (1) A valid Colorado driver's license or a Colorado identification card, issued pursuant to article 2 of title 42, C.R.S.; or
- (2) A United States military card or a military dependent's identification card; or
- (3) A United States Coast Guard Merchant Mariner card; or
- (4) A Native American tribal document.

B. Affidavit:

The applicant shall execute an affidavit herein attached as Form 1, Affidavit of Legal Residency, stating:

- (1) That they are United States citizen or legal permanent resident; or
- (2) That they are otherwise lawfully present in the United States pursuant to federal law.

ARTICLE XIV: OFFICIALS NOT TO BENEFIT

Section 1. No member of the COUNTY government, Commissioners or individual officers elected therein, shall be admitted to any share or part of this Agreement or any benefit that may arise there from.

Section 2. Nothing in this Agreement is intended to create rights in any third party beneficiary.

ARTICLE XV: SEVERABILITY

The declaration by any court or other binding legal authority that any provision of this Agreement is illegal and void shall not affect the legality and enforceability of any other provision of this Agreement unless said provisions are mutually dependent.

ARTICLE XVI: ADVERTISEMENT AND PUBLIC NOTICES

GRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CSBG funds includes the following statement when feasible: "The funding source for this activity is Community Service Block Grant Funds made available through the Human Services Department of Adams County, Colorado."

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year above written.

GRANTEE:

By: _____
Title: _____
Date _____

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

The foregoing Agreement was executed before me this _____ day of _____, 2018, by _____
_____, as the _____ of _____, the agency named herein, the GRANTEE herein
named.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

**ADAMS COUNTY
STATE OF COLORADO**

By _____
Chair

Date _____

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

**SCOPE OF SERVICES
COMMUNITY SERVICES BLOCK GRANT**

Services: *Description of Project*

Adams County Emergency Food Bank purchases and distributes nutritious food, including produce, rice, beans, fruit, meat, and dairy products.

Population Served: *Brief Description of Population to be Served.*

Adams County residents living at or below 125% of the federal poverty level.

Number of Adams County Residents to be served by CSBG Specific Project per year (at or below 125% of poverty): 15,000

EXHIBIT 2

PROJECT BUDGET

| Budget Line Items – Activity Costs | Amount of County Funds Requested |
|--|----------------------------------|
| Salary: Food Distribution Warehouse Manager | \$ 10,200 |
| Food purchase cost | \$ 19,800 |
| | |
| | |
| TOTAL (must equal amount being requested) | \$ 30,000 |

The following back up and source documentation is required to be submitted with monthly payment requests for each eligible expense (additional documentation may be requested to support expenses):

| Eligible expenses: | Required back up and source documentation: |
|---------------------------|---|
| Salary and Benefits: | Copies of signed time allocation sheets and payroll report, including fringe information clearly demonstrating percentages charged each month |
| Food purchase cost: | Copies of invoices and/or receipts of purchased items |

EXHIBIT 3

CSBG CERTIFICATIONS

The grantee assures that activities implemented with CSBG funds will be:

- used to accomplish the State CSBG Goals and Objectives stated in the State Plan; and
- within the requirements set forth in the Community Services Block Grant Act, Title IV of the Civil Rights Act, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), Certification Regarding Drug-Free Workplace Requirements, Certification Regarding Lobbying, Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions, Office of Management and Budget (OMB Circular A110 and A122), and the current State of Colorado CSBG Plan.

The Grantee also assures that it will:

- specifically consider, in a public meeting the designation of any local public or private entity to carry out the county community service activities under contract with the county, any local community action agency (CAA) which received federal fiscal 1981-82 funding; and
- consider, on the same basis as other non-governmental organizations, religious organizations to provide the CSBG services, so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment to the Constitution. Grantees shall not discriminate against an organization that provides assistance under, or applies to provide assistance, on the basis that the organization has a religious character. (Please review Sec.679 Operational Rule in the CSBG Act); and
- provide for coordination between community anti-poverty programs and ensure, where appropriate, that emergency energy crisis intervention programs under Title XXVI (relating to low-income home energy assistance) are conducted in such community; and
- provide, on an emergency basis, for the provision of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals; and
- coordinate, to the extent possible, programs with and form partnerships with other organizations serving low-income residents of the community and members of groups served, including religious organizations, charitable groups, and community organizations; and
- prohibit the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or facility with CSBG funds; and
- prohibit, including subcontractors, (a) any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office, (b) any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election, or (c) any voter registration activity; and
- prohibit that persons shall, on the basis of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with CSBG. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C 6101 et seq.) or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 12131 et seq.) shall also apply to any such program or activity; and
- participate in the Results-Oriented Management and Accountability (ROMA) System, and describe outcome measure to be used to measure performance in promoting self-sufficiency, family stability, and/or community revitalization; and
- make available for public inspection each plan prepared as part of the program planning process. The Grantee may, at its initiative, revise any plan prepared for CSBG funding and shall furnish the revised plan to the Director of the Community Services Block Grant under the Department of Local Affairs. Each plan prepared for submission shall be made available for public inspection within the county and/or service area in such a manner as will facilitate review of, and comments on, the plan; and
- cooperate with the State and/or County, to determine whether grantee performance goals, administrative standards, financial management requirements, and other requirements of the State and County, in conducting monitoring reviews including (1) a full on-site review on an annual basis,

(2) follow-up reviews if grantee fails to meet the goals, standards, and requirement established by the State, and (3) other reviews as appropriate, including reviews of grantee with other programs that have had other federal, State, or local grants terminated for cause; and

- make available appropriate books, documents, papers, and records for inspection, examination, copying, or mechanical reproduction on or off the premises upon reasonable request by the U.S. Controller General, the State, or their authorized representatives should an investigation of the uses of CSBG funds be undertaken; and
- in the case of county governments or grantees which receive a CSBG award in excess of \$100,000, comply with the following three certifications related to the "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions (P.L. 101-121, Section 319 and USC Title 31 Section 1352)":
 1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
 3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Grantee certifies to the best of its knowledge and belief, that it and its principals:

- a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b) have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- d) have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default.

The Grantee further certifies that it:

- a) requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provisions of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee.
- b) that it will require the language of this certification be included in any sub awards which contain provisions for the children's services and that all Subgrantees shall certify accordingly.

If you are unable to certify to any of the statements in this certification, please attach an explanation to this application.

SIGNATURE: _____

PRINT NAME: _____

POSITION TITLE: _____

DATE: _____

EXHIBIT 4

INSURANCE

General Liability Insurance: Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows:

| | |
|---|-------------|
| General Aggregate | \$1,000,000 |
| Each Occurrence | \$1,000,000 |
| Products & Completed Operations Aggregate | \$1,000,000 |
| Any One Fire | \$50,000 |

If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, GRANTEE shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Adams County a certificate or other document satisfactory to Adams County showing compliance with this provision.

Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

| | |
|-------------------------------|---|
| Bodily Injury/Property Damage | \$1,000,000 (each accident combined single limit) |
| Personal Injury Protection | per Colorado Statutes |

Worker's Compensation: Worker's Compensation Insurance as required by State statute, and Employer's Liability insurance covering all of GRANTEE employees acting within the course and scope of their employment.