

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 10th day of July, 2023 (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation, hereinafter referred to as the “Subrecipient” or “SCHRA.” City and Subrecipient/SCHRA are sometimes each referred to as a “Party” and collectively “Parties.”

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and wellness center (hereinafter “Project”); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) 219 W. Northern Ave., Pueblo, CO 81004 (the “Premises”) is located in a Qualified Census Tract (QCT”) in the City’s Bessemer neighborhood. The building located on the Premises is currently vacant and abandoned and requires significant rehabilitation.
- (b) Pursuant to U.S. Treasury ARPA Final Rule p. 134, ARPA funds may be spent to pay for “rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.”
- (c) The pandemic has devastated an already vulnerable neighborhood in the Bessemer area. In addition to the virus, health disparities have significantly grown for adults and children. Problematic drug use is heavily influenced by social issues, such as poverty, low education attainment, chronic unemployment, homelessness, and mental and emotional responses to these social conditions and the Covid-19 pandemic. Social and structural determinants of health conducive to drug abuse play out in physical spaces of neighborhoods where drug abuse and fatalities are high and where historically oppressed people reside, specifically, people of color (POC). The drug abuse emerging from this type of environment impacts young people at alarming rates, leading to intergenerational health disparities. Ranking well within the top ten states, Colorado teens are 37.4% more likely to have used drugs in the last month than the average American teen due to poverty, unemployment, addiction, and lack of healthcare resources.
- (d) Experiences that arise from factors such as poverty, unemployment, and lack of access to food and quality education produce intergenerational trauma that manifests in psychological, emotional, and substance use disorders resulting in lower life expectancy. SCHRA’s vision is to change this environment using a Harm Reduction lens which will build upon and expand its scope of work to include a broader wellness approach. Co-founders, Judy Solano and Mike Nerenberg, M.D. have collectively led Pueblo toward an inclusive Harm Reduction vision, resulting in major expansion of treatment availability and resources for recovery, wellness and functionality.
- (e) Subrecipient envisions a safe, compassionate, clean environment for the Pueblo community, restored social and professional opportunities, a thriving space for people of color to share their culture and arts, and a life-changing place for youth. SCHRA will scale its Harm Reduction approach to offer services to the entire Bessemer neighborhood with a continued focus on health equity and racial justice. SCHRA's work will address the need for a community voice from POC, social and health resources, convening partnerships to

develop place-based systems, and professional/economic development.

- (f) SCHRA began operations in July, 2017. Subrecipient is a nonprofit in Pueblo providing services, support, and advocacy for people experiencing life disruptions due to substance use, mental health disorders, and incarceration. SCHRA also provides support for clients' loved ones and the communities affected by this epidemic.
- (g) Since its creation, SCHRA has provided unique benefits to Pueblo's marginalized communities through the following harm reduction programs:
- Free Public Health Services, HIV/Hep C Testing, Vaccinations
 - Housing, food access, employment and education opportunities
 - Criminal Justice involved supports
 - Overdose Prevention, Naloxone and Fentanyl Testing Strips, Syringe Service Programs
 - Acudetox (Ear Acupuncture to decrease withdrawal symptoms)
 - Peer Support Services to coordinate needed resources
 - Direct pathways to healthcare partners, Urgent Care and MAT
 - Family and youth support and education
- (h) During the current fiscal year, SCHRA has provided:
- 1,000 Pieces of cold weather supplies; coats, gloves, hats, hand warmers, tents, sleeping bags, blankets
 - 300 Hygiene kits
 - 1,000 + Food packages
 - 3,000 pieces of clothing from its clothing bank
 - Financial assistance with utilities, hotel stays and housing rental deposits
 - 1,500 bus passes
 - Naloxone kits and training to schools, businesses and health care providers
 - 3,000 Naloxone kits, 1,700 Fentanyl test strips
 - Narcan kits and training to schools, businesses and health care providers
 - Since 2017, 190,000 syringes disposed properly.
- (i) Subrecipient has recently purchased a 14,000 sq. ft. property in the heart of the Bessemer neighborhood located at 219 W. Northern Avenue near 1-25. This location will be the start of a revitalization of this once thriving community. This location will house some of the following programs,
- Life skills training for youth and re-entering citizens. Telehealth urgent care services
 - Adult education
 - Coordinated Entry System Access Point and yoga, meditation for

- youth and adults.
 - CRAFT (Wellness Reinforcement and Family Training); fresh food and a commodities access site
 - Case management services
 - Pro-Social education and activities for youth
 - Peer support
- (j) The work of revitalizing 219 W. Northern Ave., will be led by SCHRA Founder/CEO Judy Solano, supported by SCHRA's board of directors. Current staff and community partners already providing services at SCHRA's current location will expand and allow other agencies and organizations to be onsite at the new wellness center. The revitalization effort will proceed as follows:
- Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
 - Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
 - Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.
- (k) Client data will be collected by all participating organizations in the Unite Us platform. Unite Us standardizes how health and social care providers communicate and track outcomes together. It aligns all stakeholders from healthcare, government, and the community around a shared goal to improve health. It is a proven infrastructure which provides both a person-centered care coordination platform and a hands-on community engagement process; it works hand-in-hand with the community to ensure services are seamlessly delivered to the people who need them most. This system is currently being utilized by SCHRA and several community-based organizations to communicate client needs to one another.
- (l) The proposed wellness center can be viewed as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA continues to work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:
- comprehensive supports around substance use prevention and recovery
 - telehealth medicine
 - crisis intervention
 - life skills and job training for youth and adults
 - wellness services such as yoga and meditation
 - social resources such as transportation, food, and a space for

community engagement

- (m) This Subrecipient Agreement presents an opportunity to use ARPA funds to address the negative economic impacts caused by COVID-19 that consequentially impact basic needs and the ability to access health resources. Prior to the pandemic, Bessemer was a struggling neighborhood. The effects of COVID-19 on this community, whether directly or indirectly, places it at greater need for support.
- (n) SCHRA continues its work as a trusted community leader to bring COVID-19 vaccinations to communities and people in Pueblo who have experienced difficulties with accessing the vaccine. One of the pillars of SCHRA's Harm Reduction approach is trust as evidenced in the power of grassroots campaigns to reach all community members. To date, SCHRA has partnered with several Pueblo agencies, including the Pueblo City-County Library District, to administer 5,127 COVID-19 vaccines. Recently, Health Colorado, Inc. contributed significant funding for SCHRA to continue this work. SCHRA's response to the pandemic is indicative of how SCHRA views its responsibilities to the Pueblo community as it continues to battle COVID-19 and its impacts that will unfold over many years. Creating a wellness center that provides comprehensive social and health solutions in Bessemer will counter the identified and yet to be identified impacts of COVID-19 in one of Pueblo's most under-resourced neighborhoods.
- (o) SCHRA leadership has purposefully developed a model of operation that collaborates with local and statewide entities. In many instances, SCHRA serves as the coordinator of services, bringing valuable supports to the people and neighborhoods that most need them. For example, SCHRA collaborates with Front Range Clinic to place a qualified staff at SCHRA's location within the Bessemer neighborhood to deliver Medication Assisted Treatment. SCHRA closely partners with Vivent Health, a Denver nonprofit experienced in prevention services, to offer HIV/HEP C testing and education, leading to the prevention and treatment of communicable diseases in Pueblo. SCHRA is the lead agency for the Pueblo Harm Reduction Project, a partnership between SCHRA, the Pueblo County Sheriff's Office, and the Pueblo Department of Public Health and Environment to deliver professional/personal development curriculum in the criminal justice system, transitional community wellness, harm reduction, and prevention supports. Under this project is a community-based component supported by the Colorado Health Foundation that focuses on job and personal skills development with underserved youth. The underserved youth SCHRA is impacting with the launch of the Neighborhood Harm Reduction Project is inspirational. Within this first cohort of 12 participants for the first part of 2021, Subrecipient is seeing young people go from not communicating with staff to talking about their hopes, dreams, and career goals. The opportunities this program brings to underserved youth will aid Pueblo's economic recovery from the COVID-19 pandemic.
- (p) Most recently, and as a result of Subrecipient's relationship with Health Colorado, Inc. (Pueblo's Regional Accountability Entity), SCHRA has

welcomed the on-site and telemedicine services of Care on Location to its clients, connecting individuals and families who face barriers or stigma around accessing vital health and mental health support to these services. Care on Location provides a skilled clinician during SCHRA's Saturday safe syringe access and resource Saturdays to address physical health and mental health needs.

- (q) SCHRA continues to grow rapidly each year because of its many partnerships and diverse funding streams. Approximately 10% of SCHRA's resources come from individual contributions, including volunteer time and donations. Some of Subrecipient's funders include:
- Caring for Colorado
 - Colorado Department of Human Services (Office of Behavioral Health)
 - Colorado Department of Public Health and Environment
 - Colorado Health Foundation
 - Community Services Advisory Commission
 - Health Colorado, Inc.
 - Packard Foundation
 - United Way of Pueblo
- (r) The foundation and staff infrastructure for the proposed wellness center in Bessemer is strong. Many of the services that will be provided at the center are already happening on a smaller scale and for a specific population. SCHRA's plan to enhance and expand these services to the entire community is a goal which can be reached. SCHRA has doubled in capacity over the past two years. As the recipient of several grant funds, Subrecipient will continue to move toward a community-wide Harm Reduction model.
- (s) Harm Reduction recognizes addiction can be heavily influenced by social systems and environment and works to bring equitable health access and racial justice to those impacted by drug use. The pandemic has added another layer of obstacles that has increased drug use, the need for mental health supports, and other health and social service needs. The sustainability of these services is important to SCHRA, and Subrecipient will continue to leverage partnerships and funding resources to support the impact ARPA funds will bring to the Pueblo community.
- (t) 31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:
- (1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
- (i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture,

exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and

- (ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- (u) 31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including “Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance,” (emphasis added). The definition of capital expenditures includes construction and improvements and
- (v) This ARPA grant award is modeled after the State of Iowa’s “vertical infrastructure” program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. IRS designation as a 501(c)(3) nonprofit entity;
 - 3. Certificate of Good Standing from the Office of the Secretary of State;
 - 4. Documentation, in the form of grant awards or letters of commitment of grant awards, evidencing that Subrecipient has sufficient financial resources, in addition to this ARPA grant, to complete the Project.
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit “C” hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed the City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City including but not limited to any lien and/or contractor and subcontractor releases requested by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Nine Hundred Seventy-Five Thousand Dollars (U.S. \$975,000.00). City shall make said funds available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient. The use of said funds shall be limited to expenditures to offset the costs for the rehabilitation, construction, development, engineering and architectural work for a rehabilitated building located at 219 W. Northern Ave. ("Premises") in the Bessemer neighborhood, from which the Subrecipient shall provide expanded services, as set forth in this Subrecipient Agreement. The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with draw packages for the costs and expenses to rehabilitate the Premises, including construction materials, labor costs, payments to a general contractor and subcontractors and all other construction-related expenses.
- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. PROHIBITION

At no time during the term of this Agreement and for a period of five years thereafter, subject to and as set forth in below Paragraph 6, shall Subrecipient use any portion of the Project including the property at 219 W. Northern Ave., Pueblo, CO 81004, for the purposes of any syringe services or needle exchange services. Violation of this condition shall result in Subrecipient being liable and obligated to pay City all funds disbursed to Subrecipient under this Agreement and shall result in termination of this Agreement for cause.

6. TERM OF PROJECT AND AGREEMENT

The term of the Project shall be from Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided. The provisions of this Agreement pertaining to Prohibition, Subrecipient records, monitoring and evaluation, files and information, insurance and liability shall survive the expiration of the term of this Agreement and any other termination of this Agreement and continue in effect for a period of five years following any such termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

7. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

8. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

9. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31

CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

10. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

11. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

12. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

13. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

14. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

15. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

16. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 16 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

17. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions

of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

19. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

20. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

21. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

22. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

23. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

24. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

25. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

26. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

27. SIGNATURES. The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

- (1) Use CLRF Funds to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and wellness center.
- (2) The work of revitalizing 219 W. Northern Ave. shall proceed as follows:
 - Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.

- Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
 - Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.
- (3) Client data shall be collected by all participating organizations in the Unite Us platform.
- (4) The wellness center shall operate as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA shall work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:
- comprehensive supports around substance use prevention and recovery
 - telehealth medicine
 - crisis intervention
 - life skills and job training for youth and adults
 - wellness services such as yoga and meditation
 - social resources such as transportation, food, and a space for community engagement

C. Budget \$975,000.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

- (7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;
- (8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;
- (9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;
- (10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;
- (11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);
- (12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;
- (13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);
- (14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));
- (15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;
- (16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;
- (17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];
- (18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;
- (19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);
- (20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and
- (21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).
- (22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR

Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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 Agreement , the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) 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 an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The applicable regulations, policies, guidelines and requirements of 2 CFR Part 200 as they relate to the acceptance and use of federal funds under this federally-assisted program including but not limited to (a) Compliance by Subrecipient and all of its subcontractors with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision; and (b) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Subrecipient and all of its subcontractors will to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders which Subrecipient may enter into.

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.
If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____ Name	_____ Name
_____ Address	_____ Address
_____ Social Security Number	_____ Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys

due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.