

# EXHIBIT A

## INTERGOVERNMENTAL AGREEMENT

**THIS INTERGOVERNMENTAL AGREEMENT** is made between the **CITY OF COMMERCE CITY**, a municipal corporation of the State of Colorado (the “City”) and **ADAMS COUNTY**, whose address is 4430 S. Adams County Parkway, Brighton, CO 80601 (the “County”), each a “Party” and jointly “the Parties”.

The Parties agree as follows:

**1. COORDINATION AND LIAISON:** The County shall fully coordinate all services under the Agreement with the Manager of the Community-Well Being Division or designee (the “Manager”).

**2. SERVICES TO BE PERFORMED:**

**a.** As the City directs, the County shall diligently undertake, perform, and complete the services and produce all the deliverables set forth on **Exhibit A, Scope of Work**, to the City’s satisfaction.

**b.** The County is ready, willing, and able to provide the services required by this Agreement.

**c.** The County shall faithfully perform the services provided in accordance with the terms of the Agreement.

**3. TERM:** The Agreement will commence on the date the last signatory for the City signs the Agreement and will expire on December 31, 2026 (the “Term”).

**4. COMPENSATION AND PAYMENT:**

**a. Maximum Contract Amount:**

**(1)** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by County beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at County’s risk and without authorization under the Agreement.

**(2)** The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Commerce City’s City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City hereby affirms that sufficient funds have been appropriated and are available to satisfy its payment obligations

under this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

**b. Budget; Deposit of Funds.** The City shall pay, and the County shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amounts set forth in the budget contained in **Exhibit A**. Upon the execution of this Agreement, the City will pay to the County a refundable deposit in an amount that equals the Maximum Contract Amount. The County shall use the funds deposited to pay for the services set forth in **Exhibit A**. At the end of the Term, the County shall promptly return any deposited but unused funds. The City reserves the right to seek reimbursement if any funds deposited with the County are used for purposes other than the services set forth in **Exhibit A**.

**c. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the County's expenses are contained in the budget in **Exhibit A**.

**d. Financial Reporting:** The County shall provide the City with a quarterly report detailing all expenditures made pursuant to this Agreement in a format and with a level of detail acceptable to the City, including all supporting documentation required by the City.

**e. American Rescue Plan Act Provisions:**

**(1)** The County agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, "ARPA"). The Parties acknowledge that all funding from ARPA (collectively, "ARPA Funds") may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021, and ends on December 31, 2026:

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

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that

are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

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

(d) To make necessary investments in water, sewer, or broadband infrastructure.

(2) The County shall only utilize ARPA Funds for the purposes described in the Scope of Services attached as **Exhibit A**. The County agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit B**. All reports detailing how funds were expended by the County pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The County shall segregate and specifically identify the expenditures billed to the City to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the County for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

(3) The County agrees and acknowledges that all services performed and/or goods provided by the County using ARPA Funds must be performed and/or provided, respectively, by the County no later than December 31, 2026.

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

5. **STATUS OF COUNTY:** The County is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the County nor any of its employees are employees or directors of the City.

6. **TERMINATION:**

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

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the County or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with County's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the County shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

7. **EXAMINATION OF RECORDS:** The County shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the County's use of ARPA Funds pursuant to this Agreement. The County shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under this Agreement or expiration of the applicable statute of limitations.

When conducting an audit of the use of ARPA Funds, the City shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the County to make disclosures in violation of state or federal privacy laws.

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

**9. INSURANCE:** Each party shall, at its own expense, keep in full force and effect during the term of this Agreement, or an extension of or amendment thereto, insurance in such amount as necessary to comply with the limitation set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq..

**10. GOVERNMENTAL IMMUNITY:** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

**11. ASSIGNMENT; SUBCONTRACTING:** The County shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the City's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The City has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the County shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**12. INUREMENT:** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**13. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the County receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**14. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The County lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Commerce City Revised Municipal Code.

**15. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

**16. CONFLICT OF INTEREST:**

**a.** No employee of the County shall have any personal or beneficial interest in the services or property described in the Agreement. The County shall not intentionally hire, or contract for services with, any employee or officer of the City that would be in violation of any City laws, rules or policies.

**b.**

The County shall not engage in any transaction, activity, or conduct that would result in a conflict of interest under the Agreement. The County represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the County by placing the County's own interests, or the interests of any party with whom the County has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the County written notice describing the conflict. In the event this Agreement is terminated under this Section 16, the County shall retain any funds necessary to meet any outstanding financial obligation that it has incurred based on this Agreement for the benefit of Commerce City residents.

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

Adams County: Community Safety and Well-Being Department  
Attn: Matt Riveria, Director  
4430 S. Adams County Parkway  
Brighton, CO 80601,

With a copy of any such notice to:

Adams County Attorney's Office  
Attn: Jennifer Stanley  
4430 S. Adams County Parkway, Suite C5000B  
Brighton, CO 80601

If to the City at:

Manager of Community-Well Being  
City of Commerce City  
7190 Colorado Blvd.  
Commerce City, CO 80022

With a copy of any such notice to:

City Attorney  
City of Commerce City  
7887 East 60<sup>th</sup> Avenue  
Commerce City, CO 80022

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**18. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, and the laws of the State of Colorado, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court for Adams County, Colorado.

**19. COMPLIANCE WITH ALL LAWS:** The County shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules and regulations of the City of Commerce City.

**20. LEGAL AUTHORITY:** The County represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of County represents and warrants that he has been fully authorized by County to execute the Agreement on behalf of County and to validly and legally bind County to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either County or the person signing the Agreement to enter into the Agreement. In the event this Agreement is terminated under this Section 20, the County shall retain any funds necessary to meet any outstanding financial obligation it has incurred based on this Agreement for the benefit of Commerce City residents.

**21. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

**23. SURVIVAL OF CERTAIN PROVISIONS:** The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the County's insurance and governmental immunity obligations survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**24. CONFIDENTIAL INFORMATION:** All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 et seq. The County does not guarantee the confidentiality of any records.



**25. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City of Commerce City, and if required by Charter, approved by the City Council.

**26. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the either Party at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the other Party. Any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved by both Parties.

**27. PROTECTIONS FOR DATA PRIVACY:** County shall implement and maintain reasonable security procedures and practices compliant with C.R.S. § 24-73-102(2)(a-b) with respect to any personal identifying information, as defined in C.R.S. § 24-73-101(4)(b), disclosed to County in the course of performing the Services. County will notify the City within twenty-four (24) hours of County's determination that a security breach has occurred, as defined in C.R.S. § 24-73-103(1)(b), with regard to any personal information, as defined in in C.R.S. § 24-73-103(1)(g), disclosed to County in the course of performing the Services, and will conduct such investigation and provide such notice as required by law in the event of such breach.

**28. ACCESSIBILITY.**

**a.** County will comply with and the services provided under this Agreement will be in compliance with all applicable provisions of §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability ("Accessibility Standards"), as established by the State of Colorado Office of Information and Technology ("OIT") pursuant to § 24-85-103(2.5) C.R.S. County will also comply with all State of Colorado technology standards related to technology accessibility with Level AA of the most current version of the Web Content Accessibility Guidelines ("WCAG"), incorporated in the State of Colorado technology standards.

**b.** The City may require the County's compliance to the State of Colorado's Accessibility Standards to be determined by a third-party selected by the City to attest to the County's Services complying with §§ 24-85-101, et seq., C.R.S., and the Accessibility Standards established by OIT.

**29. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** County consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**Exhibit List**

**Exhibit A** – Scope of Work.

**Exhibit B** – Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement as of \_\_\_\_\_, 2025.

**CITY OF COMMERCE CITY**

\_\_\_\_\_  
Steve J. Douglas, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dylan A. Gibson, City Clerk

\_\_\_\_\_  
Eliot C. Schaefer,  
Senior Assistant City Attorney

**ADAMS COUNTY**

\_\_\_\_\_  
Lynn Baca, Chair  
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk to the Board

\_\_\_\_\_  
Adams County Attorney's Office

## EXHIBIT A

### Scope of Services for

### Intergovernmental Agreement

### Pathways to Stability Program

#### **Purpose:**

In partnership with Adams County, this program aims to provide temporary emergency motel placement for Community Well-Being (CWB) clients facing housing instability. This program will assist individuals and families in situations including, but not limited to, fleeing domestic violence, exiting from a hospital to provide respite care, and those in need of temporary housing as they move toward permanent housing solutions.

#### **Background and Funding:**

The City of Commerce City allotted \$80,000 to provide stable housing services to CWB through motel stays. This program is funded through the American Rescue Plan Act (ARPA) from the Coronavirus State and Local Recovery Fund (SLFRF). These funds must be expended by December 31, 2026.

The maximum compensation for this agreement shall not exceed \$80,000, including an administrative fee of up to \$5,600 reimbursable for hours worked. An upfront payment of \$80,000 will be made upon the execution of this agreement.

#### **Objectives:**

1. Provide Emergency Motel Stays: Emergency stays will be provided for eligible clients to stay during periods of displacement to ensure stability.
2. Foster Safe Transitions: Help individuals transition from hospitals or fleeing domestic violence to ensure safety.
3. Support Housing Transitions: Assists clients in transitioning from homelessness into identified permanent housing for stability.
4. Discretionary Housing Support: With the approval from the Manager of CWB, additional situations that may require temporary housing support.

#### **Eligibility Criteria:**

- Emergency motel stays will be provided for clients who meet specific criteria, including those fleeing from domestic violence, exiting a hospital in need of respite care, or experiencing housing displacement.
- Referrals will be submitted by CWB staff and processed by Adams County, with prioritization for those in urgent need of assistance.

### **Referral Process and Motel Coordination:**

- Adams County will follow its Pathways to Stability Policy and Procedures.

### **Roles and Responsibilities:**

Adams County Program Manager: Homelessness Administrator

- Manage motel contracts, grant funding, and program budget.
- Ensure compliance with grant funding and county policies.
- Maintain positive relationships with hotels.
- Periodically review and update program policies and procedures.
- Initiate program evaluation as needed.
- Initiate Pathways to Stability Appeals Committee meetings as needed.
- Accept eligible participants into the program and approve the length of stay.
- Decide the hotel location alongside the referring navigator and participant.
- Book hotel rooms through the hotel's chosen process.
- Manage invoices and ensure timely payment.
- Ensure the participants are enrolled in the Pathways to Stability program in HMIS with the correct bed nights.
- Provide quarterly expense reports and referral data, including households served and client demographics, to the CWB Manager.

CWB Manager: Community Well-Being Manager

- May approve clients who do not fall within the usual criteria.
- Ensure the referring navigator completes feedback surveys.
- Track client progress and outcomes to ensure the program's effectiveness in meeting clients' needs.
- Provide regular communication to the Adams County Program Manager to assess program outcomes, identify areas for improvement, and ensure that the goals of the program are being met.

Referring Navigator: Various

- Submit intake paperwork for their client.
- Relay check-in and check-out information to the client.
- Recommend a length of stay to the program manager.
- Meet with their client at least weekly to check in on progress and stability goals.
- Meet with the client if there is an incident that results in a transfer or ban from the program.
- Complete feedback survey with client.

Participant(s): Various

- Follow the rules and regulations of the hotel and Pathways to Stability Program.
- Work diligently on stability goals alongside the referring navigator.
- Pursue opportunities that move households closer to stable housing.

- Respectfully communicate issues and grievances to appropriate parties.

**Reports and Reporting Schedule:**

Quarterly Reporting Schedule:

Calendar Year	Period of Activity	Report Due Date
2025	January 1, 2025 – March 31, 2025	April 4, 2025
2025	April 1, 2025 – June 30, 2025	July 4, 2025
2025	July 1, 2025 – September 30, 2025	October 3, 2025
2025	October 1, 2025 – December 31, 2025	January 2, 2026
2026	January 1, 2026 – March 31, 2026	April 3, 2026
2026	April 1, 2026 – June 30, 2026	July 3, 2026
2026	July 1, 2026 – September 30, 2026	October 2, 2026
2026	October 1, 2026 – December 31, 2026	January 1, 2027

- Number of Commerce City households placed in motels during the reporting period
- Number of nights in the motel per household
- Reason for motel stay
- Nights of unsheltered homelessness averted
- Household demographics:
  - Number of people in the household
  - Number of children under the age of 18
  - Income

## **EXHIBIT B**

### **CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

County acknowledges that the funding for this Agreement is provided through the American Rescue Plan Act (ARPA). Accordingly, County agrees to comply with the following additional terms:

**A.** During the performance of this Agreement, the County agrees as follows:

The County will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The County will take affirmative action to the extent permitted by law to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The County agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The County will, in all solicitations or advertisements for employees placed by or on behalf of the County, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The County will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. Reserved

5. Reserved.

6. The County will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor as authorized by applicable law for purposes of investigation to ascertain compliance with such applicable rules, regulations, and orders.

7. In the event of the County's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, to the extent applicable, and such other sanctions may be imposed and remedies invoked as provided in Executive Order



11246 of September 24, 1965, to the extent applicable, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The County will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event County becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the County may request the United States to enter into such litigation to protect the interests of the United States.

**B.** If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, County shall comply with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. The City of Commerce City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**C.** If this Agreement exceeds \$150,000, County agrees to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

**Clean Air Act**

**1.** The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

**2.** The County agrees to report each violation to the City of Commerce City and understands and agrees that the City of Commerce City will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

**3.** The County agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

**Federal Water Pollution Control Act**

**1.** The County agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

**2.** The County agrees to report each violation to the City of Commerce City and understands and agrees that the City of Commerce City will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

**3.** The County agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

**D.** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.