







Social Sustainability
222 Laporte Avenue
PO Box 580
Fort Collins, CO 80522
970.221.6757

MEMORANDUM

DATE: November 30, 2022

TO: Kelly DiMartino, City Manager

THRU: Ted Hewitt, Assistant City Attorney 
Beth Yonce, Director, Social Sustainability Department 

FROM: Brittany Depew, Homelessness Specialist 
Amanda McGimpsey, Social Sustainability Recovery Specialist 

CC: Tyler Marr, Deputy City Manager
Meaghan Overton, Senior Manager, Social Sustainability
Josh Birks, Deputy Sustainability Director

RE: **Signatures requested – 1 Document – DocuSign:**
ARPA Homelessness Grant Funding Service Agreements: Seasonal Overflow Shelter (SOS)

Via DocuSign, a Services Agreement between the City and 1 nonprofit community partner will be routed for signatures, supporting 1 projects/programs. This Service Agreement details the scope and terms for one grant funding award (ARPA), Seasonal Overflow Shelter (SOS), as determined through a review process approved by the City's ARPA Recovery Team.

- \$146,000 will be committed for Seasonal Overflow Shelter (SOS) services through this funding agreement to open a winter homeless shelter at 117 N. Mason operated by the local nonprofit, Fort Collins Rescue Mission.
- 1 individual service agreement will be executed.
- The grant term runs November 1, 2022 through April 30, 2023. Drawdowns will occur in by the end of the term.

Signatures requested are:

1. Approval as to form by the Assistant City Attorney
2. CC to the Interim Deputy City Manager and Chief Sustainability Officer, then auto-forwarded to
3. City Manager for signature
4. Attestation by City Clerk

The documents will be automatically returned to Brittany Depew, Social Sustainability (221-6595, bdepew@fcgov.com) through the DocuSign system.

SUBRECIPIENT SERVICE AGREEMENT**AMERICAN RESCUE PLAN ACT (ARPA) – STATE AND LOCAL FISCAL RECOVERY FUNDS (SLFRF) - Subaward**

THIS SUBRECIPIENT SERVICE AGREEMENT (“Agreement”), is entered into by and between the City of Fort Collins, Colorado, a municipal corporation (“City”) and Denver Rescue Mission dba Fort Collins Rescue Mission, a Colorado nonprofit (“Subrecipient”), by which the Subrecipient agrees to carry out specific activities using the City’s ARPA-SLFRF funding, and establishing certain other terms and conditions of operation, and shall be effective on the date last signed below.

Federal Award Applicable to this Subrecipient Agreement

Federal Awarding Office	United States Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.019
Federal Award ID Number	SLFRP0415
Federal Award Date	May 13, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 603

Subaward Information

Subrecipient Name	Denver Rescue Mission dba Fort Collins Rescue Mission
Subrecipient’s UEI	ZM7NDB2YQLK9
Performance Start and End Dates	November 1, 2022 – April 30, 2023
Budget Period Start and End Dates	November 1, 2022 – April 30, 2023
Amount of Federal Funds Obligated by this action by the City to the Subrecipient	\$146,000
Total Amount of Federal Funds Obligated to the Subrecipient by the City including the current financial obligation	24/7 Shelter: \$144,000
Total Amount of the Federal Award committed to the Subrecipient by the City	\$290,000

THE PARTIES agree as follows:

ARTICLE I. PROJECT**SECTION 1. SCOPE OF SERVICES**

(A) The City will provide Subrecipient up to **\$146,000** in SLFRF reimbursement funding (the “Funds”) to cover the reasonable costs of the Project described in attached Exhibit A, consisting of one (1) page and incorporated by this reference.

The City's total funding obligation for the Project shall not exceed **\$146,000** unless agreed to in advance by the City, in writing. A project budget is attached as Exhibit B, consisting of one (1) page and incorporated by this reference. Exhibit B demonstrates the eligible and appropriate expenditures for the Funds. The Subrecipient, subject to the City's written approval, may request from the City a revision or amendment to Exhibit B to accommodate emerging funding needs related to the Project.

SECTION 2. TERM OF AGREEMENT

The term of this Agreement is **November 1, 2022 through April 30, 2023**. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the City determines that the Subrecipient has completed all applicable administrative actions and all Project work under this Agreement. No Funds may be reimbursed for expenditures incurred after April 30, 2023.

SECTION 3. PROGRAM REPORTING

The Subrecipient shall submit such reports as required by the City to meet its local obligations and its obligations to the federal government. The City will prescribe the report format, as well as the time and location for submission of such reports. Required reports include but are not limited to the following:

(A) Quarterly reports which shall include progress made to date, or justification for lack of progress, in providing the services specified in Article I, Section 1, Scope of Services, of this Agreement. Reports will include performance data, financial data as well as any required documentation of eligible populations as defined by the United States Treasury Department's Final Rule governing SLFRF expenditures.

(B) End-of-term progress report on the measurable outcomes specified in Article I, Section 1, Scope of Services, of this Agreement.

(C) Close out reports including a final performance report and final financial report, upon termination or completion of the award.

Quarterly reports are due 15 calendar days after the end of the quarter. The final performance report will be due 30 calendar days after the Agreement term expires.

The Subrecipient will retain documentation that can corroborate reports and the City retains the right to request a spot file audit to verify that the documentation is occurring and accurately represents the reporting.

In addition, the Subrecipient will promptly notify the City at the address specified in Article IV, Section 3 of this Agreement of any change in Subrecipient's personnel directly connected with the Project or administration of Funds subject to this Agreement.

SECTION 4. SUBRECIPIENT REPRESENTATIONS

(A) Subrecipient represents and warrants to City that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and

perform this Agreement; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws. The City will not determine or exercise control as to general procedures or formats necessary for Subrecipient to meet this warranty.

(B) Subrecipient represents and warrants to City that the awarded Funds are necessary to accomplish the financial requirements of the Project. Subrecipient represents and warrants the expenditures of Funds will be made in accordance with applicable federal laws and rules, including the United States Department of the Treasury's final rule titled "Coronavirus State and Local Fiscal Recovery Funds", available here <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>, and only to eligible individuals and entities.

(C) Subrecipient represents and warrants to the City its registration in SAM.gov is current.

ARTICLE II. FINANCIAL CONDITIONS

SECTION 1. BUDGET AND COMPENSATION

(A) Reimbursement. The City shall reimburse the Subrecipient its allowable costs incurred to provide the Project services ("Project Costs") identified in this Agreement in a total amount not to exceed **\$146,000** to be paid solely from SLFRF funding received by the City from the United States Department of the Treasury (the "Funds") upon presentation of properly executed monthly reimbursement forms as provided or approved by the City. The Subrecipient may not request reimbursements under this Agreement until the Funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed. Allowable costs shall mean those necessary and proper costs identified in the Subrecipient's Project Budget (Exhibit B) and approved by the City unless any or all such costs are disallowed by the Funding Details Document (Exhibit F), or by the State of Colorado or the terms of the United States Treasury Department's Final Rule governing SLFRF expenditures. The funding period for eligible expenses is November 1, 2022 through April 30, 2023.

(B) Priority of Funds. The Subrecipient agrees to utilize the Funds to supplement rather than supplant funds otherwise available. To the extent available, the Subrecipient must disburse funds available from program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional payments of the Funds. Such payments or reimbursements shall constitute full and complete payment by the City under this Agreement.

(C) Withholding or Cancellation of Funds. The City reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement. The Subrecipient agrees that Funds determined by the City to be surplus upon completion of the Project will be subject to cancellation by the City. The City shall be relieved of any obligation for payments if Funds allocated to the City cease to be available for any cause other than misfeasance of the City itself.

(D) Allowable Costs. The City may choose to require reimbursement for costs disallowed by the United States government. Should such a request be made, the Subrecipient will be liable to the City for these funds.

(E) Indirect Cost Rate. In the event the Subrecipient intends to seek reimbursement for indirect costs, the Subrecipient herein certifies such indirect cost rate shall not exceed the de minimus rate of ten (10) percent.

(F) Compliance with Laws and Regulations. Subrecipient is responsible for complying with all applicable terms of the American Rescue Plan Act, as well as all other applicable state, federal, and local laws. Subrecipient verifies that it has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect Subrecipient's performance under this Agreement. Subrecipient acknowledges that any payments or reimbursements made under this Agreement must comply with all applicable requirements of ARPA, Treasury's implementing regulations of ARPA, and 2 CFR Part 200 et seq. Further, Subrecipient verifies that it has reviewed and will comply with applicable provisions of the Compliance and Reporting Guidance issued by the United States Department of the Treasury (released on February 22, 2022), which is incorporated by this reference and available here: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

(G) All budget revision and/or amendment requests will be reviewed and approved or denied by the City in its discretion.

(H) Time of Payment: Payment shall be made as soon as practicable upon receipt of requested documents sent electronically to amcgimpsey@fcgov.com and bdepew@fcgov.com.

(I) Where Payments Are Made: Payments shall be made by electronic deposit into Subrecipient's bank account, according to a process established by Subrecipient with the City.

SECTION 2. DOCUMENTATION OF PROJECT COSTS AND OTHER FINANCIAL REPORTING

All Project Costs shall be supported by properly executed payrolls, time records, invoices, vouchers or other official documentation, as evidence of the nature and propriety of the charges. All accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible, and upon reasonable notice, the City shall have the right to audit the records of the Subrecipient as they relate to the Project Services. To receive partial or full reimbursement of the total Funds, the Subrecipient shall report progress towards the Measurable Outcomes detailed in Exhibit A that is reasonably proportional to the reimbursement amount requested, or reasonable justification for lack of progress.

The Subrecipient shall also:

(A) Maintain an effective system of internal fiscal control and accountability for all Funds and property acquired or improved with such Funds, and make sure the same are used solely for allowable costs.

(B) Keep a continuing record of all Project disbursements by date, check number, amount, vendor, description of items purchased and line item from which money was expended, as reflected in the Subrecipient's accounting records. The line item notations must be substantiated by a receipt, invoice marked "Paid," or payroll record.

(C) Maintain payroll, financial, and expense reimbursement records for a period of five (5) years after receipt of final payment under this Agreement.

(D) Permit inspection and audit of its records with respect to all matters authorized by this Agreement by representatives of the City or the United States Department of the Treasury at any time during normal business hours and as often as necessary.

(E) Inform the City concerning any Funds allocated to the Subrecipient that the Subrecipient anticipates will not be expended during the Agreement period, and permit reassignment of the same by the City to other subrecipients.

(F) Repay to the City any Funds in its possession at the time of termination of this Agreement that may be due to the City or United States government.

(G) By executing this Agreement, Subrecipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

(H) In any fiscal year in which Subrecipient expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, Subrecipient must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If Subrecipient expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by City and appropriate officials. Subrecipient shall provide City with a copy of Subrecipient's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of SUBRECIPIENT's most recently ended fiscal year.

SECTION 3. REIMBURSEMENT

In the event the City or United States Department of the Treasury determines any Funds were expended by the Subrecipient for unauthorized or ineligible purposes or the expenditures constitute disallowed costs in any other way, the City or United States Department of the Treasury may order repayment of the same. The Subrecipient shall remit the disallowed amount to the City within thirty (30) days of written notification of the disallowance.

Upon closeout of this Agreement, the Subrecipient must promptly refund to the City any balances of unobligated SLFRF Funds that are not authorized to be retained for use in other projects and any accounts receivable attributable to the use of SLFRF Funds.

SECTION 4. INSURANCE

Without limiting any of Subrecipient's obligations hereunder, Subrecipient shall provide and maintain insurance coverage naming the City as an additional insured under this Agreement of the type and with

the limits specified within Exhibit C, consisting of one (1) page, attached hereto, and incorporated herein by this reference. The Subrecipient before commencing services hereunder, shall deliver to the City's Purchasing Director, purchasing@fcgov.com or P. O. Box 580, Fort Collins, Colorado 80522, one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

SECTION 5. APPROPRIATION

To the extent this Agreement or any provision in it constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which no such supporting appropriation has been made.

ARTICLE III. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The Subrecipient, in performance of this Agreement, agrees to comply with all applicable Federal, State and local laws and ordinances, and the rules and regulations promulgated by the U.S. Department of the Treasury, including but not limited to Section 603(b) of the Social Security Act and all related federal regulations, and the following:

A. FEDERAL REQUIREMENTS

SECTION 1. UNIFORM ADMINISTRATIVE REQUIREMENTS

Subrecipient shall comply with all applicable provisions of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, including 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements for federal awards.

SECTION 2. FEDERAL STANDARDS FOR EMPLOYMENT PRACTICES

- (A) The Subrecipient shall comply with Executive Order 11246 as amended by Executive Order 12086 and the regulations issued pursuant thereto (41 CFR Chapter 60) and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action Employer.

Where employees are engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, they shall not be required or permitted to work, be trained or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

- (B) Subrecipient is a faith-based organization that sincerely believes that providing the programs or services funded is an expression of its religious beliefs, that employing individuals of a particular religious belief is important to its religious exercise, and that having to abandon its religious hiring practice to receive federal funding would substantially burden its religious exercise.
- (C) Subrecipient will not discriminate against beneficiaries (or prospective beneficiaries) of programs or services funded on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.
- (D) Subrecipient will keep any explicitly religious activities separate in time or location from any programs or services funded under the agreement.

SECTION 3. DISCRIMINATION PROHIBITED

(A) The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding. The City requires its vendors to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party vendors and their subcontractors at every tier.

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

(C) Subrecipient agrees to comply with the requirements of the attached Exhibit D, consisting of three (3) pages and incorporated herein by this reference.

(D) If assignment and/or subcontracting has been authorized in writing, said assignment or subcontract shall include appropriate safeguards against discrimination in client services binding upon

each contractor or subcontractor. The Subrecipient shall take such action as may be required to ensure full compliance with the provisions of this section, including sanctions for noncompliance.

SECTION 4. ARCHITECTURAL BARRIERS ACT/AMERICANS WITH DISABILITIES ACT

The Subrecipient shall meet the requirements, where applicable, of the Architectural Barriers Act and the Americans with Disabilities Act.

SECTION 5. ANTI-LOBBYING

The Subrecipient certifies that:

(A) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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, 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 contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION 6. PUBLICATIONS

Publications – Any publications produced under this Agreement must display the following language: "This project is being supported, in whole or in part, by federal award number SLFRP0415 awarded to the City of Fort Collins by the U.S. Department of the Treasury."

SECTION 7. ENCOURAGEMENTS

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

(B) Reducing Text Messaging While Driving – Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the City encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving, and the City has established workplace safety policies to decrease accidents caused by distracted drivers.

B. STATE AND LOCAL REQUIREMENTS

SECTION 1. CONFLICT OF INTEREST

No member, officer, or employee of the Subrecipient, its designees or agents, no member of the governing body of the City of Fort Collins, and no other public official, employee, or Board or Commission member of the City of Fort Collins who exercises any function or responsibilities with respect to the City's SLFRF funding program, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or any Subagreement hereto, or the proceeds thereof. Any potential conflict on the part of any of these parties shall be disclosed to representatives of the City's Social Sustainability Department or the City Attorney's Office.

ARTICLE IV: GENERAL CONDITIONS

SECTION 1. LICENSING AND PROGRAM STANDARDS

The Subrecipient agrees to comply with all applicable Federal, State, County or Municipal standards for licensing, certification and operation of facilities and programs, and accreditation and licensing of individuals, and any other standards or criteria as described in the Agreement to assure quality of services; and the Subrecipient agrees to obtain, at its own expense, all necessary licenses and permits. All references in this Agreement to federal, state or local laws, regulations or policies shall be deemed to refer to such laws, regulations or policies as are in effect as of the date of this Agreement or as may hereafter be amended.

In the event of an investigation pertaining to, or a suspension of any license or permit related to the services for which the City is providing funding under this Agreement, the City may terminate this Agreement and withhold all further payment of the Funds, and may require the Subrecipient to remit to the City all (or a portion of) the Funds theretofore received under this Agreement.

SECTION 2. INDEMNITY

The Subrecipient agrees to defend, indemnify and save harmless the City, its appointed and elected officers and employees from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims or lawsuits for damages resulting from personal or bodily injury, including death at any time resulting from there, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen directly or indirectly out of or in consequence of or the performance of this Agreement, whether such injuries to persons or damage to property is due to the negligence or reckless or willful misconduct of Subrecipient, its subcontractors, agents, successor, assigns. This provision shall be inapplicable to the extent the City is judicially found solely negligent for such damage or injury.

SECTION 3. NOTICES

Any notices required to be given by the City to the Subrecipient or by the Subrecipient to the City shall be in writing and delivered to the following parties by hand, by U.S. Mail, or by overnight commercial courier at the following addresses:

City:

Social Sustainability Department, Attn: Amanda McGimpsey
City of Fort Collins

PO Box 580 (222 Laporte Ave, 80521)
Fort Collins CO 80522-0580

Subrecipient:

Fort Collins Rescue Mission
316 Jefferson Street
Fort Collins, CO 80524

Notices shall be deemed received upon delivery if delivered by hand, the next business day if sent by commercial courier, or on the third business day after mailing if sent by U.S. Mail.

SECTION 4. ASSIGNMENT AND SUBCONTRACTING

The Subrecipient shall not assign or subcontract any portion of the services provided within the terms of this Agreement without obtaining prior written approval from the City. All terms and conditions of this Agreement shall apply to any approved subcontract or assignment related to the Agreement.

SECTION 5. RESERVATION OF RIGHTS

Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

SECTION 6. AMENDMENTS TO AGREEMENT

This Agreement cannot be amended or modified except in writing, signed by both parties.

SECTION 7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement or to provide in any manner the activities or other performance as agreed to herein, the City reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the Subrecipient from incurring additional obligations of Funds until the City is satisfied that corrective action has been taken or completed. The option to withhold the Funds is in addition to, and not in lieu of, the City's right to terminate as provided in Article IV Section 8 below. The City may also consider performance under this Agreement when considering future awards.

SECTION 8. TERMINATION

(A) Termination for Cause - If the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this Agreement is of such scope and nature that the City deems continuation of this Agreement to be substantially non-beneficial to the public interest;
- (2) The Subrecipient has failed to take satisfactory corrective action as directed by the City or its authorized representative within the time specified by same; or

- (3) The Subrecipient has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement;

then, following notice to the Subrecipient and a reasonable opportunity to cure, the City may pursue such remedies as are available in accordance with 2 CFR 200.339 including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons therefore, and the effective date. The effective date shall not be prior to notification of the termination by the City to the Subrecipient. Costs resulting from obligations incurred by the Subrecipient after termination of the Agreement are not allowable and will not be reimbursed by the City unless specifically authorized in writing by the City.

(B) Termination for Convenience. The award may be terminated for convenience, in whole or in part, as follows:

- (1) By the City with the consent of the Subrecipient. The two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
- (2) By the Subrecipient upon submitting written notification to the City. The written notification must set forth the reasons for the termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, the City may terminate the award in its entirety if the City determines that the remaining portion will not accomplish the purpose for which the award was made.

(C) Termination for Withdrawal, Reduction or Limitation of Funding. In the event that SLFRF funding is not received from the United States government, or is withdrawn, reduced or limited in any way after the effective date of this Agreement and prior to its normal completion, the City may summarily terminate this Agreement as to the Funds not received, reduced or limited, notwithstanding any other termination provision of this Agreement. If the level of funding is reduced to such an extent that the City of Fort Collins deems that the continuation of the Project is no longer in the best interest of the public, the City may summarily terminate this Agreement in whole notwithstanding any other termination provisions of this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

(D) Continuing Obligations. When an award is terminated the Subrecipient remains responsible for compliance with the closeout and post-closeout obligations described in this Agreement.

SECTION 9. CLOSE-OUT

Upon termination of this Agreement, in whole or in part for any reason including completion of the Project, the following provisions shall apply:

- (A) Upon written request by the Subrecipient, the City shall make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments;

(B) The Subrecipient shall submit to the City within thirty (30) days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a program audit by the City or its designee;

(C) The City's closeout of Funds will not occur unless and until all applicable legal requirements and all outstanding issues with the Subrecipient and/or any sub-subrecipients or subcontractors have been resolved to the satisfaction of the City.

SECTION 10. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the City and the Subrecipient agree that the proper venue for such action is the Larimer County, Colorado, District Court. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Colorado, both as to interpretation and performance.

SECTION 11. SEVERABILITY CLAUSE

If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

SECTION 12. INTEGRATED DOCUMENT

This Agreement with any attachments incorporated by reference, constitutes the entire agreement between the parties and both parties acknowledge that there are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

SECTION 13. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

SECTION 14. NO EMPLOYEE RELATIONSHIP

The services to be performed by Subrecipient are those of an independent service provider and not of an employee of the City of Fort Collins.

SECTION 15. SUBRECIPIENT CERTIFICATION

By signing below, the Subrecipient certifies that it understands the requirements of, will comply with, and, during the term of this Agreement will remain in compliance with, Title VI of the Civil Rights Act of 1964 (42 USC 2000d) and its implementing regulations. All representations made by the Subrecipient to the City either in this Agreement or for the purpose of inducing the City to execute this Agreement are hereby certified to be true and correct.

Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of the most recent signatory.

THE CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

Date: 12/5/2022

DocuSigned by:
Kelly DiMartino
By: 0B86D5871D89400...
Kelly DiMartino, City Manager

ATTEST: DocuSigned by:
Anissa Hollingshead
38AAA4B7FAA34E5...
City Clerk

Anissa Hollingshead
(Printed Name)

APPROVED AS TO FORM:

DocuSigned by:
Ted Hewitt
0071938290D24D5...
Assistant City Attorney

Ted Hewitt
(Printed Name)

SUBRECIPIENT:
DENVER RESCUE MISSION DBA FORT COLLINS RESCUE MISSION

Date: 11/29/2022

DocuSigned by:
Seth Forwood
By: AD28F74D48D441B...
Senior Director

ATTEST: DocuSigned by:
Josh Gappelt
FF6D377BA814488...
Vice President of Programs

Federal I.D. #: 84-6038762

EXHIBIT A SCOPE OF SERVICES

SECTION 1. SCOPE OF SERVICES

The City will provide Subrecipient an estimated \$146,000 from SLFRF funding (the “Grant”) to cover the reasonable costs of the following (the “Project”):

- Seasonal Overflow Shelter (SOS) services at 117 North Mason Street shelter location. Services should begin prior to December 1, 2022, run through at least April 20, 2023 and conclude on or before April 30, 2023.

all for providing expanded shelter bed capacity during winter months to men experiencing homelessness in Fort Collins. The Project is outlined in more detail in the supplemental documents [Exhibit E].

The City expects the Subrecipient to make measurable progress towards the following programmatic measurable outcomes:

- 350 of unduplicated individuals served at 117 N Mason location during the funding period
- 5,700 of bed nights at 117 N Mason location during the funding period (aka # of duplicated clients)

The City will reimburse eligible Project expenses that occur from November 1, 2022 through April 30, 2023 using SLFRF Funds. The City’s total Grant funding obligation for the Project shall not exceed \$146,000 Dollars unless agreed to in advance by the City, in writing.

Subrecipient will use the Grant to assist with salary and benefits as outlined in the Project Budget [Exhibit B].

EXHIBIT B PROJECT BUDGET

Activity Name	Description	Estimated Amount
Salary and Benefits (Shelter Staff)	Three, full-time (5/8 hr days) shelter staff positions for swing shift (2:00 to 10:30pm) provides two people each evening. This may also include flexing staff from regular FCRM shelter to 117 N Mason location.	\$95,650
Salary and Benefits (Operational Staff)	Operational Staffing: Take over meals/ clean facility and process Laundry. This would result in two positions that would work 8 hours a day. FCRM ESC staffing would provide support for the other 2 days. Temporary part time Chef 1 to cover increase in meals for auxiliary shelter (30 hours a week). This may also include flexing staff from regular FCRM shelter to 117 N Mason location.	\$50,350
	Total Amount	\$146,000

EXHIBIT C INSURANCE

The Subrecipient will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Subrecipient shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Subrecipient, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Subrecipient under this Agreement.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Subrecipient's general liability and automobile liability insurance policies **by marking the appropriate box or adding a statement to this effect on the certificate**, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Subrecipient shall maintain during the life of this Agreement for all of the Subrecipient's employees engaged in work performed under this agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Subrecipient shall maintain during the life of this Agreement such General Liability as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for General Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Subrecipient shall maintain during the life of this Agreement such Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for Automobile Liability, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Subrecipient shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

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

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

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

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

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

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

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the

Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

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

EXHIBIT E SUPPLEMENTAL DOCUMENT



Revised 8/18/2022

Supplemental Documents:

Seasonal Overflow Shelters

Please complete the following form and return to amcgimpsey@fcgov.com

Organization Name: Denver Rescue Mission dba Fort Collins Rescue Mission

Main Contact Information for Contracting (Name and email): Seth Forwood,
sforwood@denrescue.org

Organization Address: 316 Jefferson St. Fort Collins, CO, 80524

1. UEI Number: ZM7NDB2YQLK9

For more information on how to find your UEI number, visit: <https://sam.gov/content/duns-uei>

2. Is your organization registered on SAM.gov as Active? Yes

Scope of Work

3. Briefly describe the services you will provide utilizing these requested funds.

We will provide overflow overnight sheltering including breakfast and dinner service for up to 44 more guests in the months of November through April. |

4. Your organization will be asked to report on the following items. Please provide estimated goals for each item. These should be achievable within the funding period.

Description	Estimated total
# of unduplicated individuals served at 117 location during the funding period	350
# of bed nights at 117 location during the funding period (aka # of duplicated clients)	5,700

5. When applicable, your organization will also be asked to report on basic client demographic information such age and race. Does your organization already collect this type of information? Does your organization have any restrictions on releasing this type of information?

We do collect this information, but we do not have the current ability to split out demographics by location. I believe we could release this information across both facilities currently in an unidentified manner with enough lead time. We are working on being able to split out data for each location.

Funding Information

6. Provide a brief budget breakdown with major line items. For each category include a description and the total anticipated expense.

Budget Category	Description	Estimated Expense
Shelter Staff	Three, full-time (5/8 hr days) shelter staff positions for swing shift (2:00 to 10:30pm) provides two people each evening. Two, full-time (4/10 hr days) shelter staff positions for overnight shift (10:00pm to 8:30am) provides one person each night.	\$95,650

American Rescue Plan Act: Supplemental Documents

Revised 8/18/2022

Operational Staff	Operational Staffing: Take over meals/ clean facility and process Laundry. This would result in two positions that would work 8 hours a day. FCRM ESC staffing would provide support for the other 2 days. Temporary part time Chef 1 to cover increase In meals for auxiliary shelter (30 hours a week)	\$50,350
Total Requested		\$146,000

Additional Information

☒ Please complete the online Grant Recipient Qualification Survey from our finance team.

EXHIBIT F FUNDING GUIDE

Revised 1/3/2022



American Rescue Plan Act (ARPA): Seasonal Overflow Shelters (SOS) – Funding Details

About the Funding

The City of Fort Collins has received federal funding through the American Rescue Plan Act (ARPA) to address recovery efforts related to the COVID-19 public health emergency.

The City will award a portion of these funds to expand homeless shelter bed capacity at local shelters during winter months to prevent temperature-related life-threatening situations. Continue and/or expand 24/7 emergency shelter services available through existing contracts with local nonprofits. The Seasonal Overflow Shelter (SOS) services will serve persons experiencing homelessness in Fort Collins.

Funding Period

The funding period is November 1, 2022 – April 30, 2023.

- Funding may support prior eligible expenses already incurred during the funding period, as well as upcoming expenses that are anticipated during the funding period.
- A Subrecipient Service Agreement must be executed before funding is made available for reimbursement.
- Funds are delivered via reimbursement of eligible expenses within 30-days of financial invoices being submitted.

Eligible Expenses & Activities

Funding awards may only be used to cover costs that:

- Are necessary expenditures incurred to provide SOS shelter services to persons experiencing homelessness in response to and in recovery from the COVID-19 public health emergency.
- Were incurred during the period that begins on November 1, 2022 and ends on April 30, 2023.
- Were not already offset or recovered by any other designated funding sources.

American Rescue Plan Act: 2022 Funding Details for SOS | Page 1 of 4

Examples of Eligible Programming Activities:

- Activities related to offering SOS services that may include:
 - Expanded bed capacity during evening hours at an existing or new shelter location during winter months
 - Related services such as meals and case management as applicable

Examples of Eligible Expenses (not limited to):

- Necessary increases in staff capacity and other relevant operational needs
- Increase in expenses related to utilities, cleaning, maintenance, and other day-to-day requirements to meet the needs of SOS

Eligible Populations

- Funded programs must serve Fort Collins residents and program activity must occur in Fort Collins.
- Program participants must be a person experiencing homelessness in Fort Collins.

Exclusions

The City is unable to contribute funding towards:

- Revenue replacement, including the replacement of uncollected fee-for-service revenues or cancelled fundraising events or activities
- Damages covered by insurance
- Payroll or benefits expense for employees whose work duties are not substantially dedicated to the eligible activities supported with this funding
- Hazard pay
- Staff positions that are fundraising or administrative in nature
- Other operating expenses not related to recovery from the COVID-19 pandemic
- Costs that are eligible for reimbursement from other federal or state sources
- Any other excluded expenses outlined in the SLFRF Final Rule from the U.S. Department of the Treasury. You can view this document here:
<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Documentation of Eligible Populations

The federal government has released specific requirements for documenting eligible populations as "impacted" or "disproportionately impacted." The City will require subrecipients to meet federal documentation standards.

The City finds that it is reasonable to assume that if an individual is utilizing an SOS service, they meet the requirements to be defined as an "impacted" population. Therefore, to meet documentation requirements, Subrecipients will only need to submit a letter verifying that they provide SOS shelter services to their clients experiencing homelessness.

You can read the full guidance provided by the federal government here (page 16-20):

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule-Overview.pdf>

Subrecipient Material Requirements

Before contracting, all Subrecipients are required to provide the following information.

Financial Risk Questionnaire

A supplemental Financial Risk Questionnaire is required to be completed in order to be considered for this award. The Questionnaire will help confirm that the organization has the accounting practices needed to track federal funding and will provide opportunities for the City to address any concerns before contracting begins.

Applicants must provide satisfactory answers in order to accept a funding award. City staff will review the Questionnaire answers and will give an opportunity to the applicant to address any concerns. The City retains the right to revoke the award decision if the applicant cannot provide a satisfactory answer.

Please contact Amanda McGimpsey (amcgimpsey@fcgov.com, 970.416.4399) if you have questions.

Unique Entity ID (UEI) Number

To apply, all applicants must have a Unique Entity ID (UEI) number. As of April 4th, 2022, the federal government has transitioned from using a DUNS number to a UEI number when applying for federal funding.

- **If your organization already has an account at SAM.gov**, your organization has already been assigned a UEI number and you can locate it in your SAM.gov account.
- **If your organization does not have a SAM.gov account**, please create an account on SAM.gov and once registered your organization will be issued a UEI number.

For more information on how to find your UEI number, visit: <https://sam.gov/content/duns-uei>

Monitoring Requirements

The federal government has advised all jurisdictions that a federal audit of ARPA funding will occur periodically. To prepare, the City is requiring that all ARPA funding recipients provide quarterly reporting on related finances and pre-determined measurable outcomes. In addition, ARPA recipients will need to retain documentation that can corroborate the reporting and the City may request a spot file audit to verify that the documentation is occurring and accurately represents the reporting.

In addition, an annual report at the conclusion of the funding period will be required. This report will include similar information from the quarterly reports but may request additional information such as qualitative data like testimonials.

Demographic Information Collection:

The federal government has requested that jurisdictions provide, to the extent possible, data disaggregated by race, ethnicity, gender, income, and other relevant factors. Therefore, in

Revised 1/3/2022

order to be compliant with this federal request, the City will also request that Subrecipients provide this data to the extent possible.

To view full guidance, visit the SLFRF Compliance and Reporting Guidance here:

<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>

Additional Details

- Funding is provided as reimbursement for expenditures.
- Reimbursement requests will be submitted as an 'invoice' to designated City staff email address.
- Invoices must include documentation sufficient to demonstrate that the amount of the reimbursement payment has been used in accordance with the funding agreement.
 - Receipts, Timesheets, Paystubs, etc.
- Recipient organization is subject to records monitoring related to the program or project receiving assistance, including verification of Fort Collins residency of clients benefiting from the funding.
- Programmatic reports will be required quarterly and at the end of the funding term.
- Additional terms and conditions set forth in a Subrecipient Service Agreement signed by both the grantee and the City. (Examples available for review upon request)

Questions?

The following City staff are available to answers any questions:

Amanda McGimpsey:	970.416.4399	amcgimpsey@fcgov.com
Brittany Depew:	970.221.6595	bdepew@fcgov.com

The City of Fort Collins will make reasonable accommodations for access to City services, programs and activities and will make special communication arrangements for persons with disabilities. All venues for participation in this process are fully accessible. Please call 970.416.4254 for assistance. Auxiliary aids and service aids are available for persons with disabilities. V/TDD: Dial 711 for Relay Colorado to call 970.221.6757. All materials or translators are available in Spanish or other languages on request. Please call 970.416.4254 or email tidesix@fcgov.com.