



Purchase Order
No. 2024-00000515

DATE 09/24/2024

Ph. (970) 244-1513

Fax

Ship To
City of Grand Junction
Community Development
250 N. 5th St., Suite 142
GRAND JUNCTION, CO 81501

Bill To
City of Grand Junction
Community Development
250 N. 5th St., Suite 142
GRAND JUNCTION, CO 81501


Vendor
VENDOR NO. 10762
Public Health Institute
555 12th St. Suite 600
OAKLAND, CA 94607

PAGE 1 of 1
SHIP VIA
DELIVER BY 08/30/2025
FREIGHT TERMS
Payment Terms: Net 30 Days
Buyer Name: Kathleen Franklin
Buyer Email: kathleenf@gjcity.org

Reference Contract #5509-24-KF

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Lump Sum	CONTRACT SERVICES 100-310-010.7410 - Contract Svcs 31,000.00	31,000.0000	\$31,000.00
PURCHASE ORDER TOTAL				\$31,000.00

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544
Please send invoices to Keli Sheridan, Senior Administrative Assistant (970) 254-3826, keli.sheridan@gjcity.org and Henry Brown, Mobility Planner (970) 256-4105 henryb@gjcity.org

By: 



CITY OF GRAND JUNCTION, COLORADO

CONTRACT

This CONTRACT made and entered into this 20th day of September 2024, by and between the **City of Grand Junction**, Colorado, a government entity in the County of Mesa, State of Colorado, hereinafter in the Contract Documents referred to as the "Owner" and **Public Health Institute ("PHI")**, a California nonprofit public benefit corporation, hereinafter in the Contract Documents referred to as the "Consultant."

WITNESSETH:

WHEREAS the Owner received a comprehensive price proposal from the Consultant encompassing all that is required for the provision of the Service(s) delineated within the Contract Documents, referred to herein as the **CivicSpark Program Fellow #5509-24-KF**.

WHEREAS, the Contract has been awarded to the above-named Consultant by the Owner, and said Consultant is now ready, willing, and able to provide the Service(s) specified under the Contract Documents.

NOW, THEREFORE, in consideration of the compensation to be paid to the Consultant, the mutual covenants hereinafter set forth and subject to the terms hereinafter stated, it is mutually covenanted and agreed as follows:

ARTICLE 1

Contract Documents: It is agreed by the Parties hereto that the following list of instruments, and documents which are attached hereto, bound herewith, or incorporated herein by reference constitute and shall be referred to either as the "Contract Documents" or the "Contract", and all of the said instruments, and documents taken together as a whole constitute the Contract between the Parties hereto, and they are fully a part of this agreement as if they were set out verbatim and in full herein:

The order of contract document governance shall be as follows:

- a. The body of this Contract Agreement;
- b. Owner's General Terms and Conditions #5509-24-KF;
- c. Consultant's proposal (Exhibits A through E);
- d. Service Change Requests (directing changed service(s) to be performed);
- e. Field Orders;
- f. Change Orders.

ARTICLE 2

Definitions: The Owner's General Terms and Conditions apply to the terms used in the Contract and the Contract Documents.

ARTICLE 3

Contract Service(s): The Consultant agrees to administer the CivicSpark program as part of the federal AmeriCorps program. The Consultant shall provide all professional capacity-building services, and associated project implementation activities performed by AmeriCorps Members ("CivicSpark Fellows" or "Fellows") necessary to perform the services outlined in this agreement, including the assessment, recruitment, screening process, training, and management of Fellow, as well as anything necessary and required to complete the tasks associated with the Service(s) described, set forth, shown, and included in the Contract Documents.

ARTICLE 4

Contract Time: Adherence to the timeline is imperative for the fulfillment of this Contract. The Consultant hereby commits to initiating the provision of the Service(s) stipulated herein upon the full execution of this Contract and undertakes to complete and deliver the Service(s) within the timeframes delineated in the Consultant's price proposal.

ARTICLE 5

Contract Price and Payment Procedures: The Consultant shall accept as full and complete compensation for the performance and completion of all of the Service(s) specified in the Contract Documents, the amount **lump sum** of **Thirty-one Thousand and 00/100 Dollars (\$31,000.00)**. The amount of the Contract Price is and has heretofore been appropriated by the Grand Junction City Council for the use and benefit of this Project. The Contract Price shall not be modified except by Change Order or another written directive of the Owner. The Owner shall not issue a Change Order or other written directive that requires additional services to be performed, which services cause the aggregate amount payable under this Contract to exceed the amount appropriated for this Project, unless and until the Owner provides the Consultant written assurance that lawful appropriations to cover the costs of the additional services have been made.

ARTICLE 6

Contract Binding: The Owner and the Consultant each bind itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect of all covenants, agreements, and obligations contained in the Contract Documents. The Contract Documents constitute the entire agreement between the Owner and Consultant and may only be altered, amended, or repealed by a duly executed written instrument. Neither the Owner nor the Consultant shall, without the prior written consent of the other, assign or

sublet in whole or in part its interest under any of the Contract Documents. Specifically, the Consultant shall not assign any monies due or to become due without the prior written consent of the Owner.

ARTICLE 7

Severability: If any part, portion, or provision of the Contract shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having the authority thereover, only such part, portion, or provision shall be affected thereby and all other parts, portions, and provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, City of Grand Junction, Colorado, has caused this Contract to be subscribed and sealed and attested on its behalf; and the Consultant has signed this Contract the day and the year first mentioned herein.

The Contract is executed in two counterparts.

CITY OF GRAND JUNCTION, COLORADO

DocuSigned by:



By: _____

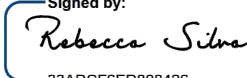
Kathleen Franklin, Senior Buyer

9/24/2024

Date

Public Health Institute

Signed by:



By: _____

Rebecca Silva, Vice President of Grants and Contracts

9/23/2024

Date



CivicSpark Program Fellow #5509-24-KF

Section 1.0. General Contract Terms and Conditions

- 1.1. **The Owner:** The City is the "Owner" that will act by and through its authorized representative(s); "Owner" or "City" may be used interchangeably throughout this document.
- 1.2. **Compliance:** The Consultant with its price proposal and signature hereunder, commits to adhere to all conditions, requirements, and instructions as stated or implied herein. Should the Owner omit anything necessary to the clear understanding of the requirements from this packet, or should it appear that various instructions conflict, the Consultant(s) shall secure instructions from the Purchasing Division.
- 1.3. **Controlling Authority:** The 2023 version of the City [Procurement Policy](#) is controlling.
- 1.4. **Public Disclosure:** Under the Colorado Open Records Act (CORA), all information (except for items designated as classified, confidential, or proprietary) within any bid or proposal is subject to public disclosure. Upon the issuance of an award and executed contract, both the solicitation file and the bid(s) or proposal(s) contained therein are subject to an [Open Records Request](#). In instances of Solicitation or Project cancellation, public disclosure is contingent upon adherence to pertinent laws.
- 1.5. **Public Disclosure Record:** If the Consultant knows its employee(s) or subcontractors have an immediate family relationship with an Owner employee or elected official, the Consultant must provide the Purchasing Agent with the name(s) of the individuals. The individuals are required to file a "Public Disclosure Record", and/or a statement of financial interest, before conducting business with the Owner.
- 1.6. **Gratuities:** The Consultant shall certify and agree that no gratuities or kickbacks were or will be paid in connection with this Proposal and/or an award of a Contract, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of a Contract. If the Consultant breaches or violates this warranty, the Owner may, at its discretion, terminate the Contract without liability to the Owner.
- 1.7. **Taxes:** The Owner is exempt from State, County, and Municipal Taxes and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.8. **The Contract:** The Consultant's proposal/submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute an enforceable Agreement (Contract) equally binding between the Owner and Consultant. The Contract represents the entire and integrated agreement between the Owner and the Consultant, collectively the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified with a Change Order or an Amendment.

- 1.9. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and the Consultant. By executing the Contract, the Consultant represents that it has familiarized itself with the conditions under which the Service is to be performed and correlated its observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by anyone, shall be as binding as if required by all. The Contract Documents intend to include all labor, materials, equipment, services, and other items necessary for the proper execution and completion of the Scope of Services as defined in the technical specifications contained herein.
- 1.10. Responsibility for those Performing the Service(s):** The Consultant shall be responsible to the Owner for the acts and omissions of its employee(s) and all other person(s) performing any of the Services under the Contract.
- 1.11. Indemnification:** The Consultant shall defend, indemnify, and save harmless the Owner, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Consultant, or of any Consultant's agent, employee, subcontractor or supplier in the execution of, or performance under, the Contract which may result from the price proposal award. The Consultant shall pay any judgment concerning costs that may be obtained by and/or against the Owner arising out of or under the performance or non-performance.
- 1.12. Payment & Completion:** As stated in the Contract, the Contract Sum represents the total amount payable by the Owner to the Consultant for execution of the Service(s) as outlined in the Contract Document(s). Before payment the Owner shall confirm that the contractual obligations have been satisfactorily fulfilled, and the Owner shall remit payment as outlined in the Contract Document(s). It is incumbent upon the Consultant to conduct its services following the generally accepted professional practices, and standards, consistent with the prevailing level of proficiency maintained by comparable professional entities within the relevant community. Furthermore, all Services rendered by the Consultant must adhere strictly to pertinent laws, ordinances, rules, and regulations.
- 1.13. Changes in the Service(s):** The Owner, without invalidating the Contract, may request changes in the Service(s) within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract sum, and the Contract time being adjusted accordingly. All such changes in the Service shall be authorized by Change Order and shall be executed under the applicable conditions of the Contract documents. A Change Order is a written order to the Consultant signed by the Parties issued after the execution of the Contract, authorizing a change in the Service or an adjustment in the Contract sum or the Contract time. The Contract sum and the Contract time may be changed only by Change Order.
- 1.14. Minor Changes in the Service(s):** The Owner shall have the authority to order minor changes in the Service(s) not involving an adjustment in the Contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents.

- 1.15. Acceptance Not Waiver:** The Owner's acceptance or approval of any Service(s) provided herein shall not in any way relieve the Consultant of its ongoing obligation to uphold the requisite standards of quality, integrity, and timeliness of its services. The Owner's approval or acceptance of, or remittance of payment for any service(s) shall not be construed as a future waiver of any rights under this Contract, nor shall it constitute a waiver of any potential claims arising from the performance under this Contract.
- 1.16. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting Contract. All amendments to the Contract shall be made in writing by the City Contract Administrator.
- 1.17. Assignment:** The Consultant shall not sell, assign, transfer, or convey the Contract resulting from this negotiation, in whole or in part, without prior written approval from the Owner.
- 1.18. Compliance with Laws:** The Consultant must comply with all applicable federal and state laws applicable to the Services. The Consultant hereby warrants that it is qualified to assume the responsibilities and render the Services described herein and has all requisite corporate authority, skills credentials, experience, and professional licenses in good standing as required by law.
- 1.19. Confidentiality:** Any information furnished by the Owner to the Consultant to facilitate the Service(s) or any information acquired by the Consultant during the course of executing the Service(s) stated herein shall be held under strict confidence.
- 1.20. Conflict of Interest:** No public official and/or Owner employee will have an interest in the Contract resulting from this negotiation.
- 1.21. Contract Termination:** The Contract shall remain in effect until any of the following occurs: (1) Contract expires; (2) Service(s) are delivered complete and final acceptance by the Owner or, (3) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty (30) days past notification.
- 1.22. Employment Discrimination:** During the performance of any Service(s), the Consultant agrees to:
- 1.22.1.** Not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Consultant. The Consultant agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 1.22.2.** In all solicitations or advertisements for employees placed by or on behalf of the Consultant, the Consultant asserts that it is an Equal Opportunity Employer.

- 1.22.3.** Notices, advertisements, and solicitations placed per federal law, rule, or regulation shall be deemed sufficient for meeting the requirements of this section.
- 1.23. Affirmative Action:** In executing a Contract with the City, the Consultant agrees to comply with Affirmative Action and Equal Employment Opportunity regulations, as mandated by applicable federal, state, and local laws.
- 1.24. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Consultant certifies that it does not and will not during the performance of the Contract employ workers without authorization or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or laws regulating immigration compliance.
- 1.25. Ethics:** No Consultant shall accept or offer gifts or anything of value and/or enter into any business arrangement with any employee, official, or agent of the Owner.
- 1.26. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the Contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the Contract or any part thereof or the right of the Owner to enforce any provision of the Contract Documents at any time under the terms thereof.
- 1.27. Force Majeure:** The Consultant shall not be held responsible for failure to perform the duties and responsibilities imposed by the Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Consultant unless otherwise specified in the Contract.
- 1.28. Independent Consultant:** The Consultant shall be legally considered an independent consultant and neither the Consultant nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Consultant, its servants, or agents. The Owner shall not withhold from the Contract payments to the Consultant any federal or state unemployment taxes, federal or state income taxes, Social Security, or any other amounts for benefits to the Consultant. Further, the Owner shall not provide to the Consultant any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 1.29. Ownership:** All Deliverables created by the Consultant for the Services shall become the property of the Owner. Except as the same is manifest from the Deliverables and the transfer of the same to the Owner, the Consultant shall not be deemed to have transferred, assigned, or divested its trade secrets, know-how, or intellectual property used or applied by the Consultant for the creation of the Deliverables.
- 1.30. Patents/Copyrights/Infringements:** The Consultant agrees to protect the Owner from any claims involving infringements of patent(s) and/or copyright(s). In no event shall the Owner be liable to the Consultant for any claims, damages, awards, and/or costs of defense arising on the grounds of infringement(s) by the Consultant. Patent/copyright infringement shall null and void any agreement resulting from the Consultant's price proposal.

The Consultant warrants that its Service(s) do not and will not infringe any patent(s), copyright(s), or intellectual property right(s). The Owner shall not be liable for any claims, damages, awards, and/or costs due to or arising from such infringement(s). Failure to comply with the representation shall render the Consultant's price proposal and resulting Contract null and void, except for the indemnification provisions outlined in Section 1.9 and this paragraph.

- 1.31. Governing Law:** The Contract and/or any agreement arising out of or under the Contract shall be deemed to have been made and shall be construed and interpreted by, the laws of the City of Grand Junction, Mesa County, Colorado. Any action arising out of or under the Contract shall be in District Court, 21st Judicial District, Mesa County, Colorado.
- 1.32. Expenses:** Expenses incurred in the preparation, submission, and presentation of a price proposal in response to this negotiation are the responsibility of the Consultant and shall not be charged to the Owner.
- 1.33. Sovereign Immunity:** The Owner specifically reserves and asserts its rights under Colorado law and the cases applying and construing the same, governmental immunity. See 24-10-101 C.R.S *et seq.*
- 1.34. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council for the stated fiscal year only. Colorado Law prohibits the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. The Contract, if any, will be subject to and must contain a non-appropriation of funds clause/limitation on multi-year fiscal obligation(s) as required by Article X, Section 20. of the Colorado Constitution, and other applicable law(s).
- 1.35. Performance of the Contract:** The Owner reserves the right to enforce the performance of the Contract in any manner prescribed by law or equity as deemed by the Owner to be in the best interest of the Owner (in the event of breach or default) of resulting Contract award.
- 1.36. Default:** The Owner reserves the right to terminate the Contract in the event the Consultant fails to meet delivery or completion schedules, or otherwise perform under the Contract. Breach of Contract or default authorizes the Owner to purchase like services elsewhere and charge the full cost to the defaulting Consultant.
- 1.37. Definitions:**
 - 1.37.1.** "Agency," "Consultant," "Firm," "Provider," or "Vendor" is the person, organization, entity, or consultant identified as such in the proposal and throughout the Contract. The term encompasses the Agency, Consultant, Firm, or its authorized representative(s).
 - 1.37.2.** "City" or "Owner" is the City of Grand Junction, Colorado, and is referred to throughout the Contract Documents.

- 1.37.3.** “Deliverable” refers to any tangible or intangible work product, report, document, presentation, or other output produced by the Consultant as part of the Service(s). All deliverables must comply with the Americans with Disabilities Act (ADA) and HB21-1110, which mandates adherence to the provisions outlined in §§24-85-101, C.R.S., and subsequent sections, as well as the Accessibility Standards for Individuals with a Disability established by the Office of Information Technology under section §24-85-103(2.5), C.R.S. Additionally, all documents must align with the State of Colorado's technology standards related to accessibility, including Level A.A. conformity with the latest iteration of the Web Content Accessibility Guidelines (WCAG) as integrated within the State of Colorado's technology standards.
- 1.37.4.** “Key Personnel” designates the crucial individual(s) from the Agency or Consultant or Firm essential for the successful execution and completion of the Services. The individual(s) will possess specialized skills, knowledge, or experience required for the Project's specific scope of work.
- 1.37.5.** “Offeror” refers to the person(s) legally authorized by the Agency, Consultant, or Firm to make an offer and/or submit a proposal.
- 1.37.6.** “Project” or “Work” refers to the endeavor outlined in this solicitation to create the product, service, or deliverable.
- 1.37.7.** “Services” includes all labor, materials, equipment, and/or professional skills necessary to produce the Work and meet the requirements of the Contract Documents.
- 1.37.8.** “Subcontractor” is a person(s) or organization that has a direct contract with the Firm or Consultant to perform any of the service(s). The term subcontractor is referred to throughout the Contract and means the subcontractor or its authorized representative.

Section 2.0. Insurance Requirements

- 2.1. Insurance Requirements:** The selected Consultant agrees to procure and maintain, at its own cost, policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant under the Contract. Such insurance shall be in addition to any other insurance requirements imposed by the Contract or by law. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed according to the Contract because it failed to procure or maintain insurance in sufficient amounts, durations, or types.

The Consultant shall procure and maintain and, if applicable, shall cause any subcontractor of the Consultant to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to the Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant under the Contract. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation: The Consultant shall comply with all State of Colorado Regulations concerning Workers' Compensation and other statutory insurances as required.

(b) Comprehensive General Liability Insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

TWO MILLION DOLLARS (\$2,000,000) per job aggregate.

The policy shall apply to all premises, products, and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interest provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) for each occurrence and

ONE MILLION DOLLARS (\$1,000,000) aggregate

Concerning each of the Consultant's owned, hired, or non-owned vehicles assigned to be used in the performance of the Service(s). The policy shall contain a severability of interest provision.

(d) Professional Liability & Errors and Omissions Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Consultant against liability incurred as a result of the professional Service(s) performed as a result of responding to this negotiation.

2.2. Additional Insured Endorsement: The policies required by paragraphs (b), and (c) above shall be endorsed to include the City, its elected and appointed Officials, employees, and volunteers as Additional Insureds. Every required policy above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under any policy required above



Exhibit A

Contracted Performance Measures and Policies

PHI has contracted with AmeriCorps to implement CivicSpark as an AmeriCorps program. **Fellows can only work on service outlined in performance measures approved by AmeriCorps and must abide by Federal guidelines for AmeriCorps program implementation.** Performance measures define how CivicSpark will provide service to Partner by: conducting assessments; implementing planning, research or implementation projects; engaging volunteers; and transferring knowledge to Partner staff. The project scope in Exhibit B must align with the measures below:

- 1) Capacity Building for Local Public Organizations – Fellows’ direct service hours should be spent building capacity for local service recipients to address their relative needs with regard to specific issues (e.g., climate, water, housing etc.). Fellows will address these needs by assisting one or more local service recipients to develop or implement projects that they would otherwise not be able to complete. Capacity building will be delivered in 3 stages, including: (1) gap assessments; (2) research, planning, and implementation service projects; and (3) transition of knowledge.
- 2) Volunteer Engagement – All Fellows should have the opportunity to build further capacity by engaging, recruiting, and supporting volunteers. Volunteers may be engaged as either one-time volunteers (e.g., – volunteers to assist for a specific event such as Earth Day or service activities) or as on-going volunteers such as interns).
- 3) Training and Professional Development for Fellows – Fellows can spend up to 20% of their service year (340 of their 1700 total hours) on training. Training includes the one-week orientation at the start of the service year, mid-year gathering, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Fellows have the training and tools they need to succeed in their service work and to grow as professionals.

The majority of the work provided by CivicSpark to Partner via direct service only involves the first measure (Capacity Building). The second and third measures are predominantly met through training, service and professional development activities provided to the Fellows by PHI. Some activities that occur while working with local government beneficiaries or other project partners may be considered training and professional development, such as networking events and trainings conducted by or attended in partnership with Partner.

Prohibited Activities: Federal guidelines further restrict certain activities, which cannot be engaged in by CivicSpark Fellows or Supervisors while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the CivicSpark program or AmeriCorps, this includes direct fundraising or grant writing which are not allowable activities in CivicSpark. **In addition to only working on contracted performance measure service activities, the following activities are prohibited** (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;



AmeriCorps



5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - (1) A business organized for profit;
 - (2) A labor union;
 - (3) A partisan political organization;
 - (4) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (5) An organization engaged in the religious activities described above, unless AmeriCorps assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as AmeriCorps may prohibit.

Fellows, like other private citizens, **may** participate in the above listed activities **on their own time, at their own expense, and on their own initiative**. However, the AmeriCorps logo **must not** be worn while doing so.

Reasonable Accommodations: Per Federal Guidelines and PHI policies, the CivicSpark programs and activities must follow equal opportunity employment requirements and be accessible to persons with disabilities by providing reasonable accommodation. In support of this:

1. PHI and Partner will comply with Equal Opportunity Employment guidelines.
2. PHI and Partner will endeavor to make reasonable accommodations to known physical or mental limitations of qualified AmeriCorps members with disabilities unless the accommodation would impose an undue hardship on the program operations.
3. PHI and Partner will endeavor to accommodate the sincere religious beliefs of AmeriCorps Members to the extent such accommodation does not pose an undue hardship on the Organization's operations.
4. PHI and Partner will not allow any form of retaliation against individuals who raise issues of equal employment opportunity or reasonable accommodation.

Non-Duplication and Non-Displacement: Federal guidelines further restrict engagement of CivicSpark Fellows to duplicate or displace staff (see [45 CFR § 2540.100\(e\)-\(f\)](#), noted below)



(e) **Nonduplication.** AmeriCorps assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, AmeriCorps assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.

(f) **Nondisplacement.**

- (i) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving AmeriCorps assistance.
- (ii) An organization may not displace a volunteer by using a participant in a program receiving AmeriCorps assistance.
- (iii) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
- (iv) A participant in a program receiving AmeriCorps assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
- (v) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
 - 1. Will supplant the hiring of employed workers; or
 - 2. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
- (vi) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
 - i. Presently employed worker;
 - ii. Employee who recently resigned or was discharged;
 - iii. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
 - iv. Employee who is on leave (terminal, temporary, vacation, emergency, or sick);
 - or
 - v. Employee who is on strike or who is being locked out.

Labor Union Concurrence: In following non-duplication and non-displacement AmeriCorps policies as noted above, the Partner must obtain the written concurrence of any local labor organization(s) representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out by the Fellow in Exhibit B if they:

- 1. Will serve as a placement site for AmeriCorps members (Fellows);
- 2. Has employees engaged in the same or substantially similar work as that proposed to be carried out by AmeriCorps members; and
- 3. Those employees are represented by a local labor organization.

Written concurrence can be in the form of a letter or e- mail from the local union leadership. Written concurrence should be included along with this contract if applicable.

Partner is not required to obtain labor organization concurrence if:



AmeriCorps



1. There are no local labor organizations representing employees of the Partner who are engaged in the same or substantially similar work as that proposed to be carried out; or
2. Partner is not required to consult with labor organizations, because there are no appropriate local labor organizations representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the Fellow.



AmeriCorps



Non-Harassment and Civil Rights Policy:



AmeriCorps

Employee Civil Rights and Non-Harassment Policy

AmeriCorps is committed to treating all persons with dignity and respect while building a diverse, equitable, inclusive workplace where benefits and opportunities for advancement are accessible to all. AmeriCorps maintains a zero-tolerance policy for any unlawful discrimination and harassing conduct towards any employee, intern, or contractor. As a federal agency, compliance with the anti-discrimination laws and the regulations enforced by the [United States Equal Employment Opportunity Commission](#), and the maintenance of a model EEO program are rigorously upheld. Building a culture of diversity, equity, inclusion, and accessibility demands the prevention of discrimination and harassment, along with taking swift action when it occurs.

AmeriCorps prohibits any forms of discrimination and harassment based upon a person's protected status. "Protected status" means a person's race, color, national origin, sex, age (40 and over), religion, sexual orientation, disability (mental, physical, or invisible), gender identity or expression, political affiliation, marital or parental status, pregnancy, genetic information (including family medical history), military service, their submission of a complaint, or activity in any Equal Employment Opportunity related activity. AmeriCorps seeks an environment that is free of discrimination and harassment, and to provide all employees the freedom to compete on a fair and level playing field.

AmeriCorps will not tolerate any harassment that may include slurs and other verbal or physical conduct that relates to an individual's gender, race, ethnicity, religion, sexual orientation, or any other protected status when such behavior has the purpose or effect of interfering with job performance or creating an intimidating, hostile, or offensive work environment. Every AmeriCorps employee should familiarize themselves with our [Anti-Harassment Policy and Procedure](#).

AmeriCorps does not tolerate harassment from any AmeriCorps employee; supervisor; manager; non-employee (e.g., contractors); national service members or volunteers.

Examples of harassing conduct include, but are not limited to: explicit or implicit demands for sexual favors; pressure to engage in a romantic relationship or for dates; deliberate touching of another person without consent, leaning over or cornering a person; repeated offensive teasing, jokes, remarks, or questions; unwanted letters, emails, text messages or phone calls; distribution or display of offensive materials, including on social media; offensive looks or gestures based on a person's gender, race, ethnicity, or religious baiting; physical assault or other threatening behavior; and demeaning, debasing, or abusive comments or other actions that intimidate and are based on a person's protected status. Conduct directed at a single individual in the workplace may create an offensive environment for others, even if they were not targeted.

Discrimination or harassment, when identified, will result in immediate corrective action by AmeriCorps. Any employee who violates this policy will be subject to appropriate discipline, up to and including removal from federal service. AmeriCorps' supervisors and managers will immediately notify the Office of Human Capital when they become aware of alleged discrimination or harassment by an employee, service member, or other individuals. After



consulting with the Office of Human Capital on appropriate measures, the supervisor or manager must take prompt action to effectively address any such conduct.

AmeriCorps prohibits retaliation or reprisal against any employee who raises discrimination or harassment concerns or participates in any Equal Employment Opportunity activity including filing a complaint against a supervisor or coworker, reporting harassment of a service member, volunteer, contractor, or employee, or providing a witness statement during an investigation.

Harassment and discrimination are unacceptable in AmeriCorps offices, facilities or campuses, virtual meetings, and in other service-related venues. This includes training sessions, convenings, off-campus service sites, service-related social events, and other off-site gatherings or events (whether in person or virtual).

Any AmeriCorps employee, former employee, or applicant for employment who believes they were harassed or discriminated against in violation of civil rights laws, regulations, or this policy, or who believes they were subject to reprisal for opposing discrimination or participating in the discrimination complaint proceedings (e.g., as a complainant or witness), should raise those concerns with AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the harassing or discriminatory action. Discrimination claims that are not brought to the attention of AmeriCorps' Civil Rights and Employment Branch within 45 calendar days of the occurrence may not be accepted for investigation if a formal complaint is filed.

The confidentiality of any employee who reports harassment or discrimination, or participates in a related investigation, will be protected to the greatest extent possible, as provided by law. AmeriCorps' Civil Rights and Employment Branch may be reached via (202) 606-3461 or eo@americorps.gov. Employees may also consider AmeriCorps' Alternate Dispute Resolution Program as an informal way to resolve workplace conflicts. If you are interested in learning more about our Alternate Dispute Resolution Program, please email adr@americorps.gov.

November 7, 2023

Date

Michael D. Smith
Chief Executive Officer
AmeriCorps



Exhibit B

Scope of Services

PHI will perform the following services:

1) General Program Responsibilities

- a. Provide clear guidelines to Fellows regarding AmeriCorps regulations and expectations.
- b. Recruit and train Fellows to provide capacity building services for the region.
- c. Work to provide support and guidance for Fellows, addressing any concerns that might develop during the service year.
- d. Hold Fellows accountable for the desired service results and work with Fellows on their professional development and behavior.
- e. Manage local government beneficiary and/or other partner service contracts.
- f. Share outcomes from service with Partner.
- g. Provide membership to PHI's national network for an additional fee, if desired. As a PHI member, you will have access to our wider organization's direct assistance and practical tools for implementing on-the-ground successes in your community. Member benefits including networking and best practices, event discounts, invitations to lunch & learns, news and action updates, resource highlights and policy action alerts.

2) Fellow Responsibilities

- a. Pass a state, national, and National Sex Offender Public Website (NSOPW) background check before starting their service year.
- b. Participate in a 1-week program orientation and complete at least 100 hours of training through dedicated Fellow training, development, and service days.
- c. Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 total hours, with at least 1300 hours dedicated to Partner project activities (see below).
- d. Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
- e. Complete accurate project reporting in a timely manner as required by AmeriCorps, including: assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments.
- f. Avoid participation in prohibited activities.
- g. Identify as a Fellow and wear AmeriCorps lapel pins or gear during service hours.
- h. Participate in days of national service including, but not limited to: Martin Luther King, Jr. Day of Service; State Day of Service, and AmeriCorps week Service Day.

3) Project Specific Scope of Work

- a. The Fellow will promote adoption of low- and zero-emissions transportation modes amongst Grand Junction community members.
 - i. In support of existing programs, such as Bike Month, Walk and Roll to School Day, GVT Fare-free days, League education, etc., the AmeriCorps Fellow will support marketing, outreach, recruitment, and participation via establishing, planning, and organizing engaging flyers, announcements, planning meetings, events, etc.
 1. For Bike Month, the Fellow will organize or participate in meetings with other planning stakeholders, plan the City contribution to public events,



manage outreach to local businesses and organizations to promote bike-to-work participation, and innovate on existing programming to broaden the demographic reach of participants, especially to focus on marginalized populations such as those experiencing travel challenges, those burdened by transportation costs, elderly, disabled, or transit-dependent.

2. For Walk and Roll to School Day, the Fellow will participate with D51 schools in planning and/or executing Safe Routes to School activities with the Grand Valley Regional Transportation Planning Office.
- ii. To develop and build new programs, such as air-quality monitoring, rides with representatives, Week without Driving, Teachers Incentive Program, traffic gardens and safety villages, etc., the AmeriCorps Fellow will identify and develop relationships with other practitioners and community stakeholders.
 1. The Fellow will collaborate with faculty from Colorado Mesa University's Environmental Sciences Department to plan for an air quality monitoring project to be included as a possible senior project for undergraduate students, including discussing methodology and assets from Mesa County Public Health, as available, and planning in conjunction with D51.
 2. For the Week without Driving, the Fellow will plan and prepare in coordination with the Grand Valley Regional Transportation Planning Office and Mesa County Public Health, as appropriate, including marketing and outreach to prepare for the City to participate in the event in September 2025.
 3. The Fellow will collaborate with the Grand Junction Fire Department to understand their interest in Safety Village, and research to see if their objectives can be consolidated into a Traffic Garden environment. The Fellow will coordinate with the Parks and Recreation Department to understand opportunities to establish a permanent Traffic Garden or to host one-off events, especially for the 2025 Summer Activities Guide or for Bike Month. The Fellow will document the planning process of any one-off events so that successful approaches can be more easily reapplied.
 4. The Fellow will coordinate with the Grand Valley Regional Transportation Planning Office and/or D51, as appropriate, to understand how the City could support Safe Routes to School and/or Travelers' Education Curriculum, for example, via helping fund a Teachers Incentive Program.
- b. The Fellow will have the opportunity to guide policy related to developing a more user-friendly urban fabric, supported by accessible and safe transportation options.



Exhibit C Partner Responsibilities

Partner will perform the following services:

- (1) Support Responsibilities
 - (a) Support Fellow recruitment by advertising your open placement through appropriate channels and networks (e.g., websites, newsletters, social media, job boards, etc.)
 - (b) Identify one staff member to act as the “Site Supervisor” for the project, and point person for both the Fellow and CivicSpark staff. At the time of this agreement, the Partner staff member assigned as Site Supervisor for the Fellow during their term of service is: *Henry Brown, Mobility Planner, henryb@gjcity.org*
 - (c) Site Supervisor shall support project implementation and professional development by:
 - (i) Setting aside at least 1 hour/week to check in with each Fellow and provide assistance for each approved project.
 - (ii) Familiarizing Fellows to the host organization (including safety procedures and protocols), resources, and project scope.
 - (iii) Completing an initial performance assessment of each Fellow (survey and goal setting) within 1 month of the start of the service year; conducting a mid-year performance review; and completing a final performance review survey prior to the end of the service year.
 - (iv) Seeking opportunities to integrate Fellows’ professional goals into project activities.
 - (v) As appropriate, facilitating Fellows’ transition at the end of their service year by introducing Fellows to relevant colleagues and networks.
 - (vi) Provide adequate professional workspace for Fellows within the office (e.g., desk, computer, phone, etc), and ensure that site and workplace are accessible to individuals with disabilities if needed. The Partner’s office address is: 250 N 5th St, Grand Junction, CO 81501.
 1. Provide a laptop or equivalent computer if Fellow(s) will be teleserving from home on a regular basis (e.g. hybrid schedule).
 2. If needed due to COVID or any other emergency reason, be able to support partial virtual service for Fellows (e.g., remote access to files, plans for virtual check-in and support, technology support for remote work)
 - (d) Develop defined project scope(s) and identify goals to be completed in an agreed upon timeframe.
 - (i) Ensure key staff for each defined project completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year.
 - (ii) Ensure key staff for each defined project participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.



- (e) Support implementation of project(s) consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
 - (f) Keep Regional Coordinators and/or other PHI staff apprised of project developments and/or challenges, and working to redefine project scope(s) and goals as necessary.
 - (g) If challenges arise (related to professionalism, work products, etc.) provide specific written feedback to the Fellow and share with PHI staff in a timely manner so PHI staff can assess the challenges and intervene as needed.
 - (h) Assist with occasional site visits to Partner by PHI staff.
 - (i) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
 - (j) Not offer the CivicSpark Fellow part- or full-time employment that is substantially similar to their CivicSpark scope of work, with a start date prior to the service year-end date. Such circumstances would constitute a material breach of this Agreement as described under 5. Termination above, and Partner would remain responsible for paying any remaining amounts due under this Agreement had the Fellow completed their project with the Partner.
- (2) Reporting Responsibilities
- (a) Complete applications for CivicSpark projects, identifying:
 - (i) Total hours desired for service work;
 - (ii) Identification of at least 2 projects for at least 1 beneficiary per fellow (or 1 project for 2 or more beneficiaries).
 - 1. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department.
 - 2. Specific eligibility requirements are provided here:
<https://civicsparkfellowship.org/partnership-opportunities>
 - (b) Ensure a staff person involved in the project from each local government beneficiary completes a pre-service capacity assessment survey before the start of the service year and a post-service capacity assessment towards the end of the year. The pre-service survey defines goals for the project and establishes a baseline perspective on issues relevant to the specific project issue (i.e., climate, water, housing, mobility, etc.). The post-service survey evaluates the degree to which the Fellows' work made progress toward the goals and baselines established in the pre-service capacity assessment survey.
 - (c) Ensure a staff person involved in the project from each local government beneficiary participates in a project interview early on in the service year (within the first 2-3 weeks), a part of the CivicSpark gap assessment process.
 - (d) Submit Fellow performance assessments on time, as described above.
 - (e) Complete any additional project reporting defined as necessary.
 - (f) Allow CivicSpark to share results of all reporting with the state service commission and AmeriCorps, for required grant reporting.



Exhibit D Compensation and Billing

This is a firm fixed price type agreement and compensation will be provided in a lump sum as described in this exhibit. Costs, total project hours¹, additional prep-hours and travel budget for support options on a per-Fellow basis are defined below.

PHI will receive no more than \$31,000, for 1 Fellow(s) for performing the services set forth in this Agreement.

	Per Fellow Benefits
Costs	\$31,000/Fellow Additional \$5,000/Fellow for returning Fellow to same site
Project Support	11 Months, 1,300+ project hours
Additional Benefits	Up to 80 additional project-prep hours. Up to 100 volunteer engagement hours.

PAYMENT OPTION

Lump Sum Payment — \$31,000

The Partner shall make a one-time, **lump sum payment** to PHI that covers the entirety of the amount due for services to be performed. Lump Sum payment is **due at contract signing**. If for some reason Fellow is unable to provide services for the full contract duration (e.g., a Fellow leaves the program for medical or personal reasons and a suitable replacement cannot be provided), Partner is responsible for the full contract amount regardless of hours of service actually provided. Partner must inform PHI prior to the project start if they need invoices to include specific format, tasks, billing codes, or other details.

¹ Note that project hours include all project related activities as well as basic administrative tasks related to CivicSpark service (e.g., completing timecards, progress reports, project related communications with PHI staff, etc.).



Partner Billing Contact Details & Instructions

Partner Organization Billing Address: 250 N. 5th Street, Grand Junction, CO 81501

Main Billing Contact

Name & Title: Keli Sheridan, Senior Administrative Assistant

Email Address: keli.sheridan@gjcity.org

Phone: (970) 254-3826

Billing Contact #2

Name & Title: Henry Brown

Email Address: henryb@gjcity.org

Phone: (970) 256-4105

Special Instructions for Invoicing (if any): Please email invoices to the billing contacts above and reference Contract # 5509-24-KF and Purchase Order - 2024-00000515.

Payments to be made by: Check ☐ ACH ☐ (see ACH instructions below)

Name & Title: _____

Date: _____

ACH Instruction	
Account Name	PUBLIC HEALTH INSTITUTE
Account Type	CHECKING
Account Number	4122400534
ACH Routing Number	121000248
SWIFT/BIC Code	WFBIUS6S
Bank Name and Address	WELLS FARGO BANK 420 MONTGOMERY ST. SAN FRANCISCO, CA 94104
EIN	94-1646278



Exhibit E

Reimbursable Expenses

PHI does not cover project-related expenses related to the service project. All project-related expenses are the responsibility of the Partner. This can occur by 1) Partner paying for these expenses directly; or 2) Partner has the Fellow pay for expenses themselves, and then reimburses Fellow for such expenses.

Expenses that the Partner should plan for include mileage, meals, event fees, and any other expenses needed for the Fellow to implement the project. Fellows should not incur expenses relating to the project unless the Partner has funds to cover such expenses.



Exhibit F Timeline

All tasks enumerated in Exhibit B – Scope of Services are expected to start on September 16, 2024, with a CivicSpark program Orientation, and will begin at the host site on September 23, 2024. Fellow activities should be completed by August 30, 2025.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AHT Insurance, A Baldwin Risk Partner 20 South King Street Leesburg VA 20175	CONTACT NAME: PHONE (A/C, No, Ext): 703-777-2341 FAX (A/C, No): 703-771-1852 E-MAIL ADDRESS:
INSURED Public Health Institute 555 12 th Street Suite 600 Oakland CA 94607	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insuran INSURER B: Berkshire Hathaway Homestate I INSURER C: INSURER D: INSURER E: INSURER F:
License#: CA#0658748 PUBLHEA-03	NAIC # 18058 20044

COVERAGES**CERTIFICATE NUMBER:** 1322333077**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2554731	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2554731	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB864089	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	PUWC436509	5/20/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Services Professional Liab			PHPK2554731	6/1/2024	6/1/2025	Per Occurrence \$ 1,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REF: Contract #5509-24-KF

The City, its elected and appointed Officials, employees, and volunteers is included as Additional Insured with respect to General Liability and Auto if required by written contract and subject to terms, conditions and exclusions of the policy.

Coverage is provided on a Primary & Non-Contributory basis on the General Liability and Auto if required by written contract and subject to terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER**CANCELLATION**

City of Grand Junction
250 North 5th Street
Grand Junction CO 81501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 11/29/2023	Countersigned By: _____ (Authorized Representative)
Named Insured: Public Health Institute	

SCHEDULE

Name of Person(s) or Organization(s): As per Written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY CLAUSE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is added to **SECTION IV-BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance:**

The insurance provided by this policy for any additional insured endorsement attached to this policy is primary when primary coverage is required in a written contract.

In addition, we will not seek contribution from any insurer when insurance on a non-contributing basis is required in a written contract for any additional insured endorsement attached to this policy.

For coverage to apply, the written contract must have been executed prior to the occurrence of "loss."

This endorsement supersedes anything to the contrary.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 05/20/2019

Name of Person or Organization (Additional Insured):

As required by written contract

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE**.

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.