

**A G R E E M E N T**

**THIS AGREEMENT** is made and entered into as of the date of final execution by all parties, and is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **DENVER METRO CONVENTION AND VISITORS BUREAU, INC.**, a Colorado nonprofit corporation, doing business as VISIT DENVER, having an office at 1555 California Street, Suite 300, Denver, Colorado 80202 (the "Contractor"; the Contractor and the City are each individually referred to herein as a "Party" and together as the "Parties").

**W I T N E S S E T H :**

**WHEREAS**, the City desires to engage the Contractor for the provision of convention and tourism marketing services to promote the City as a visitor destination by the Contractor, subject to certain requirements and restrictions; and

**WHEREAS**, the City and the Contractor recognize and anticipate that funding for this Agreement shall be provided from receipts from the City's "Lodger's Tax", as the same may be defined, imposed and limited by the provisions of the Denver Charter and Revised Municipal Code; and

**WHEREAS**, the City expects that VISIT DENVER will continue to be the primary convention and tourism marketing organization for the City in the future as demonstrated in part by its ability to achieve the goals agreed upon in this Agreement; and

**WHEREAS**, it is the intent of the City that VISIT DENVER shall perform the services stated herein through the year 2033, subject to the provisions hereof and as may be limited by applicable law; and

**WHEREAS**, the City desires to have the Contractor continue to provide such convention and tourism marketing services, for the Colorado Convention Center and otherwise within the City and County of Denver; and

**WHEREAS**, the Contractor warrants that it employs, and throughout the duration of this Agreement will continue to employ, sufficient professional staff fully capable of providing such marketing services; and

**WHEREAS**, the Contractor further warrants that it possesses the fiscal and administrative capability necessary to account for and to expend all City funds provided it in full compliance and conformance with the terms and conditions of this Agreement; and

**WHEREAS**, the Contractor is ready, willing and able to perform services for the City as herein described; and

**WHEREAS**, the City and the Contractor recognize that convention and tourism marketing under this Agreement may be performed by a partnership of interests between the Parties; and

**WHEREAS**, the Contractor will incorporate the City brand, as determined by the City, when promoting and marketing Denver;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties contained herein, and for other good and valuable consideration, the Parties do mutually agree as follows:

## **SECTION 1. FORM OF AGREEMENT**

This Agreement shall consist of the terms and conditions contained in the following numbered paragraphs together with any exhibits attached or otherwise by reference made a part hereof. In the event of any conflict between or among the terms and conditions contained in such numbered paragraphs of this document and any such exhibits, which conflict cannot be resolved so as to give full effect to both or all provisions, then the provisions contained in this document shall be deemed to be controlling over the exhibits.

## **SECTION 2. SCOPE OF SERVICES**

This Agreement shall not govern funds the Contractor derives from sources other than funds paid by the City as appropriated by the City Council of the City for the purposes of this Agreement.

The Contractor, assuming full and complete responsibility for the implementation and operation of convention and tourism marketing services including the collection of tourism data as herein specified, shall perform the services set forth in **Exhibit A** attached hereto, according to the terms and conditions of this Agreement, and as further described in this Section 2:

A. Services itemized in the "VISIT DENVER Annual Marketing Plan and Performance Metrics" (herein, "Marketing Plan") filed in the office of the Executive Director of Denver Arts & Venues (the "Executive Director") and the City Council and incorporated by this reference as if fully set forth herein, to be updated annually not later than September 1. The Marketing Plan shall include and address the monthly reporting and performance measures listed on **Exhibit A and B** attached hereto, such other matters as Contractor believes are important to evidence performance of its convention and tourism marketing services, and additional matters as requested by the Manager pursuant to the process set forth below, and shall incorporate any necessary or desired revisions or updates to the exhibits to this Agreement. The Executive Director shall provide written comments and suggested changes regarding the Marketing Plan to the Contractor no later than October 10. Failure by the Executive Director to provide comments and suggested changes to the Marketing Plan by this date shall be deemed approval of the proposed plan. The Contractor shall provide a final Marketing Plan to the Executive Director and City Council no later than November 15, which shall specifically incorporate the Executive Director's comments and suggested changes (including, without limitation, any comments and suggested changes to the exhibits). If the Contractor disagrees with changes suggested by the Executive Director, the Parties will in good faith meet to resolve which changes will be incorporated into the Marketing Plan.

B. The Contractor shall also report on indicators, as further set forth in **Exhibit C**, entitled Reporting Indicators, attached hereto, which indicators will be jointly reviewed and updated as mutually agreed upon at the end of the fifth (5th) year of this Agreement to ensure the indicators remain appropriate and relevant.

C. The Contractor's performance shall further be in accordance with the form of "Monthly Expenditure, Funding and Budget Recap for City Funds", attached hereto and labeled as **Exhibit D** to be completed and submitted each month during the term hereof.

D. The Contractor shall provide a convention and tourism marketing report monthly, reporting on indicators as listed on **Exhibit C**. The Contractor will also provide additional information as reasonably requested.

E. The Contractor shall support the furtherance of the City's equity values by adopting and maintaining a Diversity, Equity & Inclusion (DEI) Statement and incorporating the values set forth in such Statement in internal training initiatives and vendor selection criteria, and shall feature diverse communities in marketing, advertising, and other promotional materials.

### **SECTION 3. TIME OF PERFORMANCE**

The services of the Contractor shall commence on January 1, 2024, and shall be undertaken and completed in such sequence and professional manner as to assure their expeditious completion in light of this Agreement. This Agreement is a ten (10) year Agreement, expiring at 11:59:59 p.m. on December 31, 2033, subject to the unilateral option of the City to terminate this Agreement upon not less than six (6) months written notice to the Contractor if funds are not appropriated for this Agreement by the Denver City Council. Subject to the Executive Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the term of this Agreement will extend until the work is completed or earlier terminated by the Executive Director.

### **SECTION 4. RECORDS, REPORTS AND INSPECTION**

#### **A. Establishment and Maintenance of Records.**

The Contractor shall establish and maintain financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor. The Contractor shall retain such financial and performance records for a period of five (5) years. The Contractor will maintain separate financial accounting records and bank accounts for funds paid to the Contractor pursuant to this Agreement.

#### **B. Documentation of Costs.**

All costs shall be supported by properly executed payrolls, time records for personnel, invoices, agreements or vouchers, or other official documentation evidencing in complete and proper detail the nature and propriety of the charges.

**C. Reports and Information.**

The Contractor shall furnish to the Executive Director such statements, records, reports, data, and information as the Executive Director may request pertaining to matters covered by this Agreement. Except as otherwise expressly provided herein, the Contractor will submit said reports on the date(s) designated by the Executive Director. In addition, the Contractor will submit all regularly required activity and booking reports in formats as specified herein. Without limiting the foregoing, the Contractor shall on an annual basis provide a report to the Executive Director identifying all contracts, subcontracts or other agreements pursuant to which Contractor receives services or supplies in excess of \$10,000 paid for with funds hereunder (“Subsidiary Contracts”), which report shall include the name of the entity receiving funds, the services or supplies provided, the amount of each Subsidiary Contract, and the extent to which each service provider or supplier is a minority or woman owned business.

**D. Audits.**

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

**E. Performance Reviews.**

The Executive Director may at his discretion commence monthly or quarterly meetings with the Contractor to review the status of this Agreement with regard to compliance and progress towards goals.

**SECTION 5. COORDINATION AND LIAISON**

The Contractor and the City agree that during the term of this Agreement the Parties shall coordinate, as appropriate, all services hereunder with any interested City agency or any person or firm designated by the Executive Director or her or his designee or by the Contractor and with other governmental agencies or persons or firms any of which might be performing work upon or be interested in all or any part of the services performed by the Contractor hereunder.

The Mayor of Denver and the Denver City Council President shall each appoint a representative as an at-large member of the Contractor’s Board of Directors. In addition, the

Denver City Council member whose district includes that portion of downtown Denver in which the Colorado Convention Center is located shall be offered a membership on the Contractor's Board of Directors as an at-large member. The Executive Directors of Denver Arts & Venues and Denver Economic Development & Opportunity will each be offered a membership to the nonvoting Community Board of Directors.

## **SECTION 6. NON-DISCRIMINATION**

In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

The City encourages the use of qualified small business concerns doing business within the Denver metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women. The Contractor is encouraged, with respect to the goods or services to be provided under this Contract, to use a process that includes small business concerns, including minority and woman owned companies, when considering and selecting any subcontractors or suppliers. The Contractor agrees to actively recruit (i) minority and women owned business memberships; (ii) minority and women owned suppliers, contractors and consultants; and (iii) minority and women oriented conventions. The Contractor further agrees to include in the draft Marketing Plan its plan for use of small business concerns doing business within the Denver metropolitan area that are owned and controlled by, economically or socially disadvantaged individuals, including but not limited to, African Americans, Hispanics, Native Americans (American Indians), Asians, and/or women.

## **SECTION 7. COMPLIANCE WITH LAWS; VENUE**

The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

## **SECTION 8. ASSIGNABILITY; INUREMENT; NO THIRD-PARTY BENEFICIARIES**

The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this Agreement because of unauthorized assignment or subcontracting; provided, however, that the Contractor shall have the right without the Executive Director's consent to enter into subcontracts for the performance of routine services not involving

its primary duties of convention and tourism marketing for such items as, but not limited to, printing and computer services. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in this Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

## **SECTION 9. COPYRIGHTS**

If this Agreement results in any publication, book or other printed materials or video or electronic presentation which may be copyrighted, the author is free to copyright the work, but the City reserves a royalty-free nonexclusive and irrevocable license to reproduce, publish, or otherwise use and may authorize others, subject to the prior written approval of the Contractor, to use such copyrighted materials or materials which can be copyrighted for use in connection with official City programs or activities. The Contractor shall acknowledge the financial support by the City and County of Denver in brochures, pamphlets, advertising, annual reports, press releases, and similar material when appropriate.

## **SECTION 10. PROHIBITED EXPENDITURES**

The Contractor shall not utilize any funds received under the provisions of this Agreement for the purchase of alcohol, for the reimbursement of personal expenses, or for the reimbursement of travel expenses for a spouse or other family member of the traveler. The Contractor shall not utilize any funds received under the provisions of this Agreement for the purchase, acquisition or receipt of any real property nor shall the Contractor pledge any funds received under any provision of this Agreement for the issuance or guarantee of any debt for the purchase.

## **SECTION 11. USE AND DISPOSITION OF PERSONAL PROPERTY**

### **A. Ownership During Usage by Contractor.**

All office equipment, supplies, materials and other personal property purchased in whole or in part with funds provided the Contractor pursuant to this Contract and used for the administration of this Contract or in the administration of a program operated by the City shall be the sole and exclusive property of the City unless otherwise approved in writing by the Executive Director. The Contractor shall not remove, alter or dispose of any office equipment, supplies, materials or other personal property prior to termination of this Agreement, except in the ordinary course of business.

**B. Disposition of Personal Property.**

All personal property purchased with funds provided hereunder in the possession of the Contractor or the Contractor's representative(s) shall be listed on an "official inventory list" provided to the City annually, and returned to the City immediately upon termination of this Agreement, except as permitted pursuant to subsection 11A above. The Contractor shall be responsible for any item(s) which are included on the Contractor's official inventory list, except for items which have been replaced, consumed, or disposed of in the ordinary course of business. If these items are not returned to the City, the Contractor shall forthwith reimburse the City for the appraised value of said item(s), less reasonable depreciation, as mutually agreed upon by the City and the Contractor.

**SECTION 12. COMPENSATION**

**A. Maximum Agreement Liability.** The maximum financial obligation of the City hereunder shall not exceed: (i) the amount authorized for expenditure each year from the revenues apportioned to the Convention Marketing and Tourism Promotion Project in the General Government Special Revenue Fund, raised at the rate of two and three quarters percent (2.75%) of gross taxable sales that are subject to lodger's taxes (the "Base Lodger's Tax Payment Amount"), less (ii) an amount equal to the lodger's tax derived by applying the "VISIT DENVER Lodger's Tax Project Rate" to the revenues from the purchase price paid for lodging under Article IV of Chapter 53 of the City Code within the "CNB Project Area" described in **Exhibit E**, attached hereto and incorporated herein (the "CNB Project Funds"). The "VISIT DENVER Lodger's Tax Project Rate" means 1.75% applied to the purchase price paid for lodging within the CNB Project Area only. The amount derived by subtracting the CNB Project Funds from the Base Lodger's Tax Payment Amount is referred to herein as the "VISIT DENVER Project Funds."

Upon the earlier of (1) payment in full of the obligations of the City under the CNB Cooperation Agreement or (2) February 1, 2036, the provisions of Section 12A(ii) hereof related to the CNB Project Funds shall terminate and the City shall be obligated to pay the amount set forth in Section 12A(i) to the Contractor in compliance with this Agreement.

The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City. The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Contractor shall promptly pay when due, all undisputed taxes, bills, debts and obligations it incurs performing the services under this Agreement. The Contractor shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**B. Expenses.**

All expenses shall be in accordance with the VISIT DENVER Expense Policy as set forth in **Exhibit F**, attached hereto and incorporated herein.

**C. Payment.**

Monthly payments by the City to the Contractor under this Agreement shall be made on or about the twentieth day of each month, upon the authorization of the Executive Director, and shall be in the amount of the VISIT DENVER Project Funds received on account of the month two months prior to the month of payment.

**SECTION 13. TERMINATION FOR BREACH**

Upon breach, giving written notice in accordance with this Section may terminate this Agreement. A breach shall include, but not be limited to, uncured default, which is a failure to comply with any or all items contained within this Agreement, including substantive portions of any incorporated exhibit or other document specifically incorporated herein, and/or any provision of any subsequent executed amendments to this Agreement. No notice of termination may be effective until the expiration of ninety (90) days following notice of default given pursuant to Section 25 hereof, or failure to comply with any provision of this Agreement or any exhibit or other document specifically incorporated herein. Notice of default shall specify the specific default(s), the date upon which the default(s) occurred, if known, and state that the default is to be cured within forty-five (45) days thereafter or that evidence must be provided that correction of such default has been satisfactorily commenced, with the completed correction of same as promptly as reasonably practicable thereafter, to be determined in the discretion of the non-defaulting party. Upon cancellation or termination of this Agreement under this Section, no further funds shall be payable or paid hereunder and the City shall be responsible only for the payment for services satisfactorily rendered hereunder prior to the effective date of such termination or cancellation, as the parties hereto agree and acknowledge that the only basis upon which such Lodger's tax revenue can be lawfully paid to the Contractor by the City is the performance by the Contractor of the services provided for in this Agreement. Nothing contained in this section shall be construed to limit the City's discretion with regard to any decision not to renew this Agreement as set forth in sections 3 and 12 above.

**SECTION 14. AMENDMENTS**

Except as provided for herein, the Parties acknowledge and agree that the provisions contained herein including the exhibits, as well as the Marketing Plan constitute the entire Agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and are of no effect. No alterations, amendments, changes, unless executed by a written instrument with the same formality as this Agreement, shall be valid. It is further agreed and understood that this Agreement shall, subject to the provisions of Section 8, "Assignability," be binding on, extend to and inure to the benefit of the successors and assigns of the respective parties hereto.



## **SECTION 15. PERSONNEL AND SERVICES**

All services required herein will be performed by the Contractor under the supervision of its President and Chief Executive Officer and its Board of Directors.

## **SECTION 16. INDEMNIFICATION**

The Contractor agrees to protect, defend, and save harmless the City against any demand for payment for the use of any copyrighted or patented material, process, article or device that may enter into the manufacture, construction, or otherwise form a part of the work or services covered by this Agreement. The Contractor further agrees to release, defend, indemnify and save harmless the City, its officers, agents and employees from any and all claims, damages, suits, costs, expenses, liability, actions or procedures of any kind of nature whatsoever, including Workers' Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of, directly or indirectly, the Contractor's operations in connection herewith, or the Contractor's use or occupancy in a negligent manner, of any City property, and including acts and omission of the Contractor's officers, employees, representatives, suppliers, invitees, contractors and agents; provided, however, that the Contractor need not release, indemnify or save harmless the City, its officers, agents, and employees from damages resulting from the sole negligence of the City's officers, agents and employees.

## **SECTION 17. STATUS OF THE CONTRACTOR**

The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

## **SECTION 18. NO WAIVER OF RIGHTS**

The City and County of Denver expressly reserves all rights granted by statute or other applicable law. No provision of this Agreement, including the attachments, exhibits, and other documents related thereto, shall be construed as a waiver of any statutory or other legal rights which may be available to the City and the Contractor. No assent, expressed or implied, to any breach of any one or more of the covenants, provisions and agreements of the agreement shall be deemed or taken to be by the City or the Contractor as a waiver of any succeeding or other breach.

## **SECTION 19. CONTRACTOR INSURANCE**

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to

the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. **Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit G**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. **Workers' Compensation/Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

G. **Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate.

H. Automobile Liability: The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. Media Professional Liability: The Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 in the aggregate. The policy shall include, but not be limited to, coverage for libel, slander, infringement of copyright, invasion of the right of privacy, and unauthorized use of titles, formats, ideas, characters, plots or other material used in the publication or design. The policy shall be kept in force, or a Tail policy placed, for three (3) years.

## **SECTION 20. COUNTERPARTS OF THE AGREEMENT**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

## **SECTION 21. PARAGRAPH HEADINGS**

The captions and heading set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

## **SECTION 22. SEVERABILITY**

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

## **SECTION 23. CONSTRUCTION**

This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same.

## **SECTION 24. MEDIATION**

In the event a dispute occurs between the Contractor and the Executive Director over the performance, terms, conditions, or provisions of this Agreement, before breach of contract or termination proceedings are initiated, the Mayor shall appoint a mediator from the legal profession, not associated with either party, to review and render a recommendation on the dispute. Fees and expenses charged by the mediator will be shared equally among the Parties.

## **SECTION 25. LINE OF AUTHORITY AND NOTICES**

The Executive Director or her or his designee shall be the City's administrator of this Agreement. All administrative and performance reports, memoranda, correspondence, and other

submittals required of the Contractor shall be directed to the Executive Director. The Contractor shall designate a person within its organization through which City initiated communications will be transmitted.

Notwithstanding the above, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and other notices of similar importance shall be made by the Contractor to the Executive Director of Denver Arts & Venues, City and County of Denver, 1345 Champa St., Denver, CO 80204, and by the City to VISIT DENVER, Attn: President/CEO, 1555 California Street, Suite 300, Denver, Colorado 80202. Said notices shall be delivered personally during normal business hours to the appropriate office, above, or by prepaid U.S. Certified Mail, "Return Receipt Requested." Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. The Parties may from time-to-time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered but such substitutions shall not be effective until actual receipt of written notification.

## **SECTION 26. REASONABLENESS OF CONSENT OR APPROVAL**

Whenever in this Agreement any Party shall have any right or duty of consent or approval of any act, document or submission of or by the other Party, such approval shall not be unreasonably withheld. The determination of reasonableness may include considerations of public and governmental policy, regulatory rules, regulations, guidelines, and written policies, moral and ethical standards as well as business and economic considerations.

## **SECTION 27. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(3) It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the

E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

(6) It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

C. The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

**SECTION 28. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS.** This Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.

**SECTION 29. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS.** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

**SECTION 30. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS.** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**SECTION 31. CITY EXECUTION OF AGREEMENT.** This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**[REMAINDER OF PAGE INTENTIONALLY BLANK;  
SIGNATURE PAGES FOLLOW.]**

**Contract Control Number:** THTRS-202264279-00  
**Contractor Name:** DENVER METRO CONVENTION & VISITORS  
BUREAU, INC.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

THTRS-202264279-00  
DENVER METRO CONVENTION & VISITORS  
BUREAU, INC.

DocuSigned by:  
*Richard Scharf*  
By: F4228039C65A479...

Name: Richard Scharf  
(please print)  
Title: President & CEO  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)



## EXHIBIT A

### SCOPE OF SERVICES: VISIT DENVER

- A) The Contractor, assuming full and complete responsibility for the implementation and operation of convention and tourism marketing services including the collection of tourism data as herein specified shall perform according to the terms and conditions of this Agreement, the following services as listed in Exhibits A and B.
- B) Perform the following services to market the City of Denver as a leisure travel and tourism destination and sell the Colorado Convention Center for meetings and conventions:
- Comply with the booking policies applicable to the Colorado Convention Center, as the same may be amended from time to time.
  - Develop an annual Marketing Plan & Performance Metrics included as Exhibits B and C.
    - o See details in Exhibit B
    - o Submitted annually to the City no later than September 1 for the following calendar year
  - Provide a convention and tourism marketing report monthly and quarterly, reporting on indicators as listed in Exhibit C. Contractor will also provide additional information as reasonably requested.
    - o See details in Exhibit C
  - Submit written report annually to city stakeholders, including but not limited to the Mayor's Office, Denver City Council, Denver Arts & Venues (DAV), Department of Finance (DOF), Denver Department of Economic Development & Opportunity (DEDO), and Denver International Airport (DEN)
    - o See details in Exhibit C
    - o Seek invitation to present report annually in Q1 for the preceding year at a Council Committee at the approval of the Council President Included in Exhibit C and is called Annual Report
  - Revisit Performance Metrics and Indicators at Year 5 of the contract to ensure relevancy
  - Complete and submit monthly "Monthly Expenditure, Funding and Budget Recap for City Funds" (Exhibit D)
- C) Support Colorado Convention Center's competitive advantage by providing 'best practices' report annually from convention centers/businesses in Denver's competitive set Included in Marketing Plan under situational analysis
- D) Support the furtherance of City and County of Denver's equity values by:
- Adopting and maintaining a Diversity, Equity & Inclusion (DEI) Statement and incorporating the values set forth in such Statement in internal training initiatives and vendor selection criteria
  - Leading semi-annual outreach meetings with diverse small and medium-sized arts, cultural and community organizations to explain the marketing benefits available to them

- Highlighting and featuring diverse communities in marketing, advertising, and other promotional materials
- E) Support Denver's economic development and business attraction efforts by:
- Meeting semi-annually with DEDO to review upcoming conventions, understanding the level or attendees (C-Level)
  - Collaborating on business/event attraction efforts
  - Exploring industry trends that impact the tourism/convention sector and other economic development areas
- F) Ensure City & County of Denver representation in Visit Denver governance, including:
- The Mayor of Denver and the Denver City Council President shall each appoint a representative as an at-large member of the Board of Directors.
  - In addition, the City Council member whose district includes that portion of downtown Denver in which the Convention Center is located shall be offered a membership on the Board of Directors as an at-large member.
  - Representatives of DAV and DEDO to serve as nonvoting Community Board members
- G) Assistance as requested by City and County of Denver, including but not limited to sharing digital assets, supporting mutually agreed upon citywide special events, etc.
- H) The Contractor may, from time to time, use its private funds to conduct tourism and convention related activities and programs which may include purchasing alcohol in the ordinary course of business consist with industry practices.

## Exhibit B –

### Marketing Plan Table of contents and Performance Metrics

- I. Introduction and Strategic Overview
  - A. To incorporate all. VISIT DENVER activities and how they interrelate
- II. Situation Analysis
  - A. Competitive data compared to other comparable markets
  - B. Colorado Convention Center’s competitive advantage by providing 'best practices' report annually from convention centers/businesses in Denver’s competitive set
- III. Goals and Objectives
- IV. Target Audiences
- V. Key Messages
- VI. Strategies and Supporting Tactics
- VII. Research and Evaluation: Performance Measures and Indicators
  - A. All *performance measures* shall be reported by monthly goals, year-to-date goals and 5-year average comparisons if available. All *indicators* shall be reported on Exhibits B and C quarterly or annually with 5-year average comparisons if available. VISIT DENVER is not accountable for indicator results or trends.

#### Performance Measures

- A. Convention Sales Performance
  - 1. Convention room nights and estimated economic impact
    - a. Lead (Tentative) and Definite/Confirmed
  - 2. Hotel leads generated
- B. Leisure Tourism
  - 1. Leisure travel room nights booked and estimated economic impact (includes, but not limited to online commerce, domestic group and international travel, consumer and sporting events and marketing and promotional efforts.
  - 2. Leisure tourism marketing
    - a. Advertising impressions
    - b. Digital engagements
      - 1. Website/mobile visits
      - 2. Social media

C. Public Relations

1. Earned Media Value of VISIT DENVER-generated stories and/or mentions: Local; International; National (including but not limited to Consumer, Meeting/Travel Trade)

D. Visitor Inquires/Touchpoints (including but not limited to):

1. Visitors assisted at Visitor Information Centers
2. Requests for official visitor publications
3. Subscribers to online newsletters & promotions
4. Other digital information sources (E.g. Chatbot, QR codes, etc.)

E. VISIT DENVER Customer Service Evaluation Survey Performance

VIII. Budget

## **Exhibit C – Reporting Indicators**

Monthly - Due by end of each month:

- Convention and tourism marketing report
  - Denver City and County hotel occupancy, daily average rates, and RevPAR data
  - VISIT DENVER online/interactive traffic to Denver City and County websites that are relevant to the visitor
  - VISIT DENVER Post Convention Survey Results on Denver's image as a destination
  - Five most visited Denver.org web pages

Quarterly - Due first day of the quarter:

- Look ahead to upcoming meetings/conventions, including attendance and hotel room nights

Annually - Due by end of January:

- Convention Sales Conversion: Lead (Tentative) Bookings to Definite/Confirmed
- Convention Sales Lost Business Report
- VISIT DENVER Post Convention Survey Results for Hotel and Center Performance
- Participation levels, based on available and applicable metrics, in VISIT DENVER events (e.g., Denver Restaurant Week, Denver Arts Week and Denver Beer Week)
- VISIT DENVER Tourists, Meeting Planners and Branding Research when commissioned
- Advertising Return On Investment (ROI) research when commissioned

Annually – Due on date noted:

- Domestic Leisure Visitors and Spending, reported June 15<sup>th</sup>.
- International Leisure Visitors, reported June 15<sup>th</sup>.
- Economic Impact Research including job development, reported on July 15<sup>th</sup>.

**EXHIBIT D****Monthly Expenditure, Funding and Budget Recap for City and County of  
Denver contract funds Fiscal Year 20xx****Expenditures By Department**

	Current Month			Year to Date		
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenue						
Lodger's Tax	\$0	\$0	\$0	\$0	\$0	\$0
<hr/>						
<u>Department Expenses</u>						
Administration	\$0	\$0	\$0	\$0	\$0	\$0
Executive	\$0	\$0	\$0	\$0	\$0	\$0
Convention Sales	\$0	\$0	\$0	\$0	\$0	\$0
Convention Advertising	\$0	\$0	\$0	\$0	\$0	\$0
Convention Service	\$0	\$0	\$0	\$0	\$0	\$0
Tourism	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$0	\$0	\$0	\$0	\$0	\$0
Fulfillment	\$0	\$0	\$0	\$0	\$0	\$0
Internet	\$0	\$0	\$0	\$0	\$0	\$0
Communications/PR	\$0	\$0	\$0	\$0	\$0	\$0
Information Centers	\$0	\$0	\$0	\$0	\$0	\$0
Consumer Marketing	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Income (Loss)</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Expenditures By Line Item**

	Current Month			Year To Date		
	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>	<u>Budget</u>	<u>Actual</u>	<u>Variance</u>
Wages & Salaries	\$0	\$0	\$0	\$0	\$0	\$0
Employee Fringe Benefits & Taxes	\$0	\$0	\$0	\$0	\$0	\$0
Insurance	\$0	\$0	\$0	\$0	\$0	\$0
Professional Services	\$0	\$0	\$0	\$0	\$0	\$0
Faculties & Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Office & Computer Supplies	\$0	\$0	\$0	\$0	\$0	\$0
Postage/Freight/Delivery/Fulfillment	\$0	\$0	\$0	\$0	\$0	\$0
Phones	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$0	\$0	\$0	\$0	\$0	\$0
Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0
Registration for Trade Shows & Conventions	\$0	\$0	\$0	\$0	\$0	\$0
Advertising	\$0	\$0	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**EXHIBIT E**

**PROPERTY TAX INCREMENT AREA  
SALES TAX INCREMENT AREA  
APPROPRIATED LODGER'S TAX PROJECT AREA**

**Colorado National Bank (918 17th St.) – Legal Description**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DENVER, STATE OF COLORADO, AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

LOTS 26 THROUGH 32, INCLUSIVE, BLOCK 108, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, CONTAINING 21,963 SQUARE FEET OR 0.504 ACRE MORE OR LESS.

PARCEL B:

THAT PART OF LOTS 23 THROUGH 25, INCLUSIVE, AND THE NORTHEASTERLY 4.00 FEET OF LOT 22, BLOCK 108, EAST DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 25; THENCE NORTHWEST ALONG THE NORTHEAST LINE OF LOT 25, 125.21 FEET TO THE MOST NORTHERLY CORNER OF LOT 25; THENCE SOUTHWEST ALONG THE NORTHWEST LINE OF LOTS 25, 24 AND 23, A DISTANCE OF 62.63 FEET; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 37.75 FEET; THENCE SOUTHWEST PARALLEL WITH THE NORTHWEST LINE OF LOTS 23 AND 22, A DISTANCE OF 16.55 FEET TO THE SOUTHERLY LINE OF THE NORTHEASTERLY 4.00 FEET OF LOT 22; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 77.21 FEET; THENCE NORTHEAST PARALLEL WITH THE SOUTHEAST LINE OF LOTS 22 AND 23, A DISTANCE OF 5.13 FEET TO A POINT OF CURVE; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1.50 FEET, A CENTRAL ANGLE OF 89 DEGREES 57 MINUTES 05 SECONDS, AN ARC DISTANCE OF 2.35 FEET; THENCE SOUTHEAST PARALLEL WITH THE NORTHERLY LINE OF LOT 22, A DISTANCE OF 8.75 FEET TO THE SOUTHEAST LINE OF LOT 23; THENCE NORTHEAST ALONG THE SOUTHEAST LINE OF LOTS 23, 24 AND 25, A DISTANCE OF 72.54 FEET TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

CONTAINING 9,221 SQUARE FEET OR 0.212 ACRE MORE OR LESS.

PARCEL C:

NON-EXCLUSIVE 'GARAGE EASEMENTS', 'PLAZA EASEMENT', 'UTILITIES EASEMENTS' AND 'BRIDGE EASEMENTS' AS SET FORTH AND MORE FULLY DESCRIBED IN PARAGRAPH(S) 1, 2 AND 3 OF THE EASEMENT AGREEMENT RECORDED MARCH 28, 1990 AT RECEPTION NO. 900026864; AS AMENDED AND RESTATED AND MORE FULLY DESCRIBED IN THE EASEMENT AGREEMENT RECORDED MAY 15, 1997 AT RECEPTION NO. 9700062638; AND FURTHER AMENDED AND RATIFIED UNDER THAT AMENDED, RESTATED AND SUPPLEMENTAL EASEMENT AGREEMENT RECORDED JULY 27, 2000 AT RECEPTION NO. 2000107010, DENVER COUNTY, COLORADO RECORDS.

PARCEL D:

NONEXCLUSIVE EASEMENT FOR UNDERGROUND SANITARY SEWER LINES AND RELATED IMPROVEMENTS AS SET FORTH AND MORE FULLY DESCRIBED IN THE SANITARY SEWER EASEMENT RECORDED JUNE 1, 2000 AT RECEPTION NO. 2000076172, DENVER COUNTY, COLORADO RECORDS.

## **Exhibit F Expense Policy**

According to the IRS, expenses that are ordinary and necessary to conduct business on behalf of VISIT DENVER, or incurred as a result of attending a bureau-sponsored event, are considered business expenses and covered under this policy. Unless required by the job, most events are voluntary and non-exempt employees are not entitled to overtime compensation unless approved in advance. Invitations extended by a partner/member for an event or activity to learn more about their product/service is voluntary, and considered a business activity because you are attending as a representative of VISIT DENVER.

It is the goal of VISIT DENVER to receive maximum benefit for every dollar spent. The primary responsibility for control of expenses lies with each individual employee. However, it is the obligation of the President/CEO, Vice Presidents and Directors to review and maintain proper control of all expenses.

While no policy can outline acceptable business expenses in all instances, employees are expected to exercise prudent judgments regarding all business-related expenses. Employees submitting expenses that are not in compliance with this policy risk a delayed, partial, or forfeited reimbursement. Cases of significant and/or repeated abuse or non-compliance with this policy may result in disciplinary action up to and including employee termination.

### **EXPENSE REPORTS & DOCUMENTATION**

There are two types of expense reports, 1) corporate credit and 2) cash. Monthly corporate credit card expense reports, including all documentation and signature approvals, must be submitted to the Accounting Department by the 15th of each month. All expense reports for cash reimbursements must be submitted to the Accounting department within 3 weeks from the date of occurrence of the expense.

Itemized receipts are required for all corporate card and out-of-pocket expenditures. All expense reports are reviewed by the Accounting Department. Incomplete expense reports, including those without proper documentation and explanations, will be returned for completion.

There are certain out-of-pocket cash expenses such as tips, mileage, cash only transportation providers, car washes for company vehicles, etc., whereby a receipt is not readily obtainable; in those instances, it is permissible for employees not to submit a receipt. However, employees should submit the description of expense (tips, miles, etc.), location, event type,



etc. An expense report for these transactions, with signature approval, should be submitted to accounting for reimbursement within 3 weeks of the expense.

All Expense reports must include:

1. Name of employee, date, vendor, event type, (tradeshow, familiarization tour, site visit, convention, etc.) description of expense, totals and the employee's signature.
2. Fully itemized receipts for **ALL** expenditures, group size (a list of persons in attendance if possible), purpose of meeting, place, and when possible, room night total.
3. Whenever possible, the employee should avoid charging incidentals, meals, etc. to their room so that the hotel folio includes only the actual room and tax charges.
4. Employee and approving supervisor signatures.

The employee's departmental supervisor (Associate Director or higher) must approve expense reports. The President/CEO's expense report must be approved by the Board Chair or other VISIT DENVER officer.

The Executive Vice President of Finance has the authority to approve expense reports for employees reporting to a Director, Vice President or President/CEO in their absence. Upon their return, these expense reports will be submitted to the employee's supervisor for their review and approval.

To adhere to the terms of the VISIT DENVER contract with the City & County of Denver it is necessary to properly code as follows:

1. City (Public) Expenses:
  - a. For all other business expenses: hotel, airfare, tips, transportation, parking, mileage, incidentals and business center costs.
2. Non-City (Private) Expenses:
  - a. For all meals and entertainment; including personal non-entertainment meals and all beverages including alcohol. You may **not** expense alcohol when not entertaining.
  - b. Gifts.

### **CORPORATE CREDIT CARD**

VISIT DENVER corporate credit cards are issued to most employees. Whenever possible, employees should use their corporate credit card for all reasonable and necessary expenses incurred for the benefit of VISIT DENVER. Credit limits and/or credit limit increases are determined by the Executive Vice President of Finance and Administration and/or the Accounting Director.

Personal charges are not allowed on VISIT DENVER credit cards. An employee's supervisor will review and approve all charges. The Accounting Department will also review all charges.

### **ENTERTAINMENT & MEAL EXPENSES**

The primary financial objective of VISIT DENVER is to receive maximum economic benefit for the City & County of Denver for every dollar spent. To that end, employees should exercise good judgment in the use of VISIT DENVER funds for entertainment and meals. All expenses will be within limits established by the VISIT DENVER annual budget. The departmental supervisor (Associate Director or higher) will authorize expenses as deemed appropriate.

The justification for spending VISIT DENVER funds for entertainment is to promote additional tourism, convention business, and destination media coverage and/or industry services.

The following is a list of guidelines regarding entertainment expenditures that override all other policies:

1. Expenses for spouses or other family members are not permissible without prior approval from the President/CEO or their designee.
2. Entertainment expenses incurred in an employee's residence are not permissible without prior approval from the President/CEO or their designee.
3. Expenses are **NOT** permissible if it relates to any cabaret, strip club, or establishments of questionable character.
4. Expenses for personal alcohol consumption are not permitted. However, alcohol consumption while entertaining clients and/or stakeholders is permissible, while maintaining a professional demeanor.

Entertainment and meal costs are reimbursable only when official VISIT DENVER business is conducted. The itemized receipt (a summary credit card receipt is **not** adequate documentation) along with a description as to the business purpose, location, group size (site itinerary acceptable) must be provided with the expense report. Names of guests should be provided whenever possible. Meals provided during working staff meetings are allowed if: conducted during normal business hours, of reasonable cost, and substantiated as to the nature and benefit of the meeting. Employee names should also be provided.

Meal expenses are limited to what is reasonable for the geographic area of travel. If an employee is attending a tradeshow where meals are provided, employees are expected to be reasonable and exercise good judgment in purchasing additional meals. VISIT DENVER reserves the right to disallow any meal expenses not having sufficient proof of actual expenditures and/or a valid reason.

Room service should only be used in extenuating circumstance, such as arriving late to the destination, inclement weather, illness, etc.

The departmental supervisor (Associate Director or higher) will authorize expenses for participation by VISIT DENVER employees at banquets or charitable events on a case-by-case basis.

## **ACCOMMODATION EXPENSES**

### **HOTELS**

If VISIT DENVER business requires an employee to be away from home overnight, expenses will be allowed for what management deems a reasonable amount for accommodations. Employees should utilize conference room blocks when available. Note: Local hotel stays (Denver-based employee staying in a local area hotel) will not be reimbursed under most circumstances. Prior approval must be granted by the President/CEO or their designee.

VISIT DENVER management recognizes guestroom rates vary from one geographical area to another. When you are not able to use the host/conference/convention hotel, your hotel selection should be in the "moderate full service" range. We will not ask our employees to stay in hotels that are not clean, safe, or do not provide the necessary amenities, but the use of luxury or high rate hotels should not be used without extenuating circumstances and approved prior to travel. Proximity to your meeting location should be considered as transportation costs and your time are factors when selecting your hotel.

In-room refreshments (refreshment center/mini-bars) will not be reimbursed by VISIT DENVER unless there are extenuating circumstances.

### **HOME SHARE PROPERTIES (Airbnb, VRBO, etc.)**

Home share properties should rarely be utilized when traveling. Proof of comparable pricing and participation in local lodger's tax collection by the property is required for this to be a viable option. Prior approval from your supervisor is required.

## **TRANSPORTATION EXPENSES**

Travel arrangements must be authorized in advance by the traveler's supervisor. The supervisor should evaluate what mode of transportation is appropriate given the nature of the assignment. Transportation expenses are subject to the budget availability of the department, and the optimal time and budgetary trade-off for transportation services.

**AIR TRANSPORTATION**

The departmental supervisor (Associate Director or higher) will authorize each trip as deemed appropriate. VISIT DENVER employee will determine the preferred flights, departure and return dates, times, ticket cost for air travel based on the following parameters:

<u>FLIGHT TIME</u>	<u>FARE TYPE</u>
6 Hours or longer	Premium Economy or eligible for Business Class
Less than 6 hours	Economy or Premium Economy

Flight time is defined as total in-flight travel time of all legs and does not include time between flights. Exceptions to these guidelines require approval of the President/CEO. Upgrades to first class through frequent flyer programs provided by the airlines are allowed if documented as not costing the organization more than the fares class listed above. VISIT DENVER corporate credit cards should be used for all appropriate company expenses. Purchasing internet access on a flight is allowed if there is a business reason to utilize the service.

When traveling for VISIT DENVER, it is allowable to combine your business trip with personal travel. VISIT DENVER will only pay for the business portion of your airfare. You must obtain approval from your supervisor to extend a business trip and purchase airfare for the trip.

Airfare for a combined business/personal trip should be purchased using your corporate MasterCard. You must submit a comparison quote to document the cost of the business-only fare (quote should be from purchase date). Compare the cost of the combined trip airfare with the cost of the business-only airfare. If the extended trip results in a higher cost, you need to reimburse VISIT DENVER for the difference in airfare as soon as possible after the purchase occurs.

**GROUND TRANSPORTATION**

**COMPANY VEHICLE**

The company vehicle is primarily reserved for site visits. If the company vehicle is not reserved for a site visit, it may be used for other official VISIT DENVER business.

**PERSONAL VEHICLE (including mileage reimbursement)**

1. There is an assumption that VISIT DENVER employees will use their personal vehicles for business from time to time.
2. If an employee uses their personal vehicle for official business, mileage is reimbursable. See mileage section below.
3. Regardless of your daily mode of commuting transportation, when using your vehicle for business, you are responsible for paying for your mileage and parking as it relates to getting to/from work.

4. Mileage Reimbursement (per Internal Revenue Service (IRS))
  - a. VISIT DENVER reimburses mileage as based on the standard mileage rate set by the IRS.
  - b. This rate includes the deductible costs of operating an automobile for business purposes.
  - c. This reimbursement covers all fuel, maintenance, insurance, transportation, and operating costs.
  - d. Fuel costs are included in the per-mile reimbursement rate and are not reimbursed separately for use of privately-owned vehicles.
5. Damage to a privately-owned vehicle used for VISIT DENVER business is covered by the individuals' private insurance, costs for which are included in the mileage reimbursement. VISIT DENVER does not assume responsibility for deductibles or other uninsured loss to the vehicle.
6. Daily business mileage calculation (utilize mileage calculator)
  - a. Regularly scheduled workday:
    - i. Total miles traveled less commute and personal mileage.
    - ii. The cost of commuting between your residence and your place of work is non-reimbursable.
  - b. Non-scheduled work day:
    - i. Total miles traveled less personal mileage.
    - ii. The cost of commuting between your residence and your place of work is reimbursable.

#### **RENTAL CAR**

Some circumstances may require the employee to use a rental vehicle. The employee will select an economical automobile. VISIT DENVER does provide liability and property damage coverage for travelers while driving a rental car in the city or out of town. The employee should use their corporate credit card for rental car charges. The employee should decline all automobile insurance coverage offered by the rental car company. It is the responsibility of the employee to fill the gas tank prior to returning the vehicle. Prior approval from your supervisor is required.

#### **RIDE SHARING SERVICES (UBER, LYFT)**

- Travel to and within destination city where conducting business—allowed
- Travel within home city (e.g. Denver Metro), trip limited to 10 miles or less—allowed
- Travel to and from Denver International Airport (DEN)—always allowed, including to/from residence
- Residence
  - Scheduled work days, trip begins/ends at residence—not allowed (with exception of airport)
  - Non-scheduled work days, trip beginning/ending at residence—allowed

\*Note: Car pool when possible

There is an assumption that each employee will do a reasonability test before electing to utilize rideshare services. The reasonability test factors in both cost and efficiency. Uber Black is acceptable when transporting clients or large groups.

Similar to the IRS mileage reimbursement directive, trips to/from your residence are not reimbursable on normally scheduled work days. If you are required to work on a non-scheduled work day, VISIT DENVER will reimburse the cost of your trip cost.

VISIT DENVER reserves the right to disallow some or all ride share trip expenses if deemed unreasonable/excessive.

**OTHER GROUND TRANSPORTATION**

Other transportation should be considered if it is obviously more economical than substantial parking fees and mileage. VISIT DENVER will not pay or reimburse any employee for town cars, unless documented as more economical than alternate transportation and approved in advance by the departmental supervisor (Associate Director or higher). Other acceptable means of transportation include, but not limited to:

1. Taxi
2. Public Transit
3. Shuttle
4. Car2go

Due to liability risks, the following modes of transportation are not allowed, unless for a pre-approved client activity:

1. Rental Moped/Scooter
2. Rental Electric Scooter (Lime, Bird)
3. Rental Bikes (Bike share)

**PARKING, TOLLS & OTHER VEHICLE EXPENSES**

1. Parking
  - a. General - When utilizing parking, the employee should use the most economical option available taking into consideration weather, safety and convenience.
  - b. Airport - When parking at the airport, length of trip and departure/arrival times should be considered. Parking is allowed anywhere at the airport.
2. Tolls - Reimbursable when reasonable and conditions necessitate their use.
3. Other - Parking and moving violations are not reimbursable.

**EXAMPLES/SCENARIOS**

Category	EE + Client	EE Only
Company Vehicle	Allowed	Allowed
Personal Vehicle	Allowed	Allowed
Rental Car	Allowed	Supervisor
Ride Share	Allowed	Allowed

Other Transportation	Allowed	Allowed
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Category	Scheduled Work Day (e.g. weekday)	Unscheduled Work Day (e.g. weekend)
DEN to/from Home	Allowed	Allowed
DEN to/from Office	Allowed	Allowed
Home to Mtg/Event	Disallowed	Allowed
Mtg/Event to Office	Allowed	Allowed
Office to Mtg/Event	Allowed	Allowed
Mtg/Event to Home	Disallowed	Allowed

Category	Scheduled Work Day (e.g. weekday) *	Unscheduled Work Day (e.g. weekend)
DEN to/from Home	Allowed	Allowed
DEN to/from Office	Allowed	Allowed
Home to Mtg/Event	Allowed	Allowed
Mtg/Event to Office	Allowed	Allowed
Office to Mtg/Event	Allowed	Allowed
Mtg/Event to Home	Allowed	Allowed

\*See **Mileage Reimbursement** under **Ground Transportation/Personal Vehicle**

## **OTHER MISCELLANEOUS EXPENSES**

### **INCIDENTAL EXPENSES**

VISIT DENVER will not reimburse for incidental expenses such as newspaper, magazines, books, laundry, beverages or food not associated with meals, health club fees, movies, spas, personal hygiene items, etc. These expenditures, if made, are the responsibility of the employee. If a trip is extended to a period of more than five (5) consecutive overnights, VISIT DENVER will reimburse for reasonable cleaning and laundry expenses.

### **TIPPING**

Standard tipping or gratuity guidelines are as follows:

1. Entertainment and meals
  - a. Should not exceed 20% of the total bill.
  - b. Should a larger gratuity be automatically charged to a bill due to size of party or other extenuating circumstances this limit will be waived.
  - c. If the tip is high in relation to the bill because of the establishment giving complimentary food or beverage this circumstance should be explained.
2. Catering - Should not exceed 18% of the total bill.
3. Bellman/Skycap - Authorized tipping for baggage handling should not exceed \$2.00 per bag.
4. Housekeeping - Should not exceed \$3.00 per day.
5. Valet Service - Should not exceed \$5.00 or 20% of service per occurrence.
6. Ride shares or Taxis - Should not exceed 15% of the total fare.

**EXHIBIT G**

**To Follow**



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/15/2022

**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).**

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> IMA Denver Team	
	<b>PHONE (A/C No. Ext):</b> 303-534-4567	<b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Philadelphia Indemnity Insurance Company	
	<b>INSURER B:</b> *Pinnacol Assurance	
<b>INSURED</b> Denver Metro Convention & Visitors Bureau 1555 California Street, Ste. 300 Denver CO 80202	DNVRMET2	<b>INSURER C:</b>
		<b>INSURER D:</b>
		<b>INSURER E:</b>
		<b>INSURER F:</b>
		<b>NAIC #</b>
		18058
		41190

**COVERAGES****CERTIFICATE NUMBER:** 381441742**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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2428589	6/16/2022	6/16/2023	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" 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			PHPK2428589	6/16/2022	6/16/2023	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"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB819647	6/16/2022	6/16/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	4115109	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured on the General Liability policy, if required by written contract or agreement subject to the policy terms and conditions.

**CERTIFICATE HOLDER**

City and County of Denver  
 1345 Champa St.  
 Denver CO 80204

**CANCELLATION**

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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