

AGREEMENT

THIS AGREEMENT (“Agreement”) is made to be effective on the date of mutual execution indicated below between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **JOINING VISION AND ACTION, LLC**, a Colorado limited liability company, with its principal place of business located at 1525 Raleigh Street, 5th Floor, Denver, Colorado 80204 (the “Consultant”), individually, a “Party” and jointly the “Parties.”

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the City’s Manager of Finance (along with any designees including, without limitation, the City’s Manager of Budget and Management, collectively referred to herein as the “Manager”).

2. SERVICES TO BE PERFORMED:

a. As the Manager directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Services**, to the City’s satisfaction (collectively, “Services”).

b. The Consultant is ready, willing, and able to provide the Services required by this Agreement.

c. The Consultant shall faithfully perform the Services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM:

a. Term: The Agreement will commence as of **January 1, 2022** and, unless terminated earlier, shall expire on **December 31, 2024** (the “Initial Term”). Notwithstanding the foregoing, the Manager may extend the Initial Term on the same terms and conditions, for two (2) additional one (1) year terms (each a “Renewal Term”) by giving not less than ninety (90) days’ prior written notice of such extension to the Consultant. For purposes of this Agreement, if exercised a Renewal Term shall mean: 1) that first Renewal Term commencing on January 1, 2025 and concluding on December 31, 2025; and 2) that second Renewal Term commencing on January 1, 2026 and concluding on December 31, 2026.

b. **Work to be Completed:** Subject to the Manager's prior written authorization, the Consultant shall complete any work-in-progress as of the expiration date of the Initial Term and each Renewal Term, as applicable, and the Initial Term and Renewal Term(s), as applicable, of the Agreement will extend until the work is completed or earlier terminated by the Manager.

4. **COMPENSATION AND PAYMENT:**

a. **Budget.** The City shall pay, and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **EIGHT HUNDRED AND SIXTY-ONE THOUSAND TWO HUNDRED AND FORTY DOLLARS AND NO CENTS (\$861,240.00)** for the Management Term and the amount of **TWO HUNDRED AND EIGHTY-SEVEN THOUSAND AND EIGHTY DOLLARS AND NO CENTS (\$287,080.00)** for each Renewal Term, as applicable. Amounts billed may not exceed the rates and budget set forth in **Exhibit B**.

b. **Reimbursable Expenses:** Except as authorized under **Exhibit B**, there are no reimbursable expenses allowed under the Agreement. All of the Consultant's expenses are contained in **Exhibit B**.

c. **Invoicing:** Consultant shall provide the City with periodic invoices in conformance with **Exhibit B** in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., as amended, applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation, in the event that all Renewal Terms are effected, will not exceed **ONE MILLION FOUR HUNDRED AND THIRTY-FIVE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$1,435,400.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further Services, including any services performed by Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Consultant's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of

the City, and encumbered for the purpose of the 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.

e. No Duplication of Funds: The monies provided for and received under this Agreement are the only and sole funds received by the Consultant from or through the City for payment of the Services provided under this Agreement. In the event the Consultant shall receive any other monies from or through the City or any other party in order to provide the Services, then the compensation received hereunder may be reduced by such amount or amounts at the sole option of the City. The Consultant shall report promptly, in writing to the Manager, all amounts received upon receipt.

5. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, as amended, or for any purpose whatsoever. Without limiting the foregoing, the parties specifically acknowledge that: 1) the Consultant is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City); 2) the Consultant is not entitled to workers' compensation benefits from the City; and 3) the Consultant is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick-backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar

nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Consultant shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** 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 Consultant's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the 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 Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Consultant. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right

or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*, as amended.

10. INSURANCE:

a. General Conditions: Consultant 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. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, 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, Consultant 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. Consultant 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 Consultant. The Consultant 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 Consultant may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the

City's contract number be referenced on the Certificate. 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 Consultant'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), Consultant's and subconsultant'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, with the exception of Professional Liability, Consultant's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** Consultant 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 Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. **Workers' Compensation/Employer's Liability Insurance:** Consultant 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:** Consultant 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. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

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

i. Professional Liability (Errors & Omissions): Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.

11. DEFENSE AND INDEMNIFICATION:

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Consultant’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Consultant’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and reasonable attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

12. TAXES, CHARGES AND PENALTIES: 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.*, as amended. The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

13. ASSIGNMENT; SUBCONTRACTING: The Consultant shall not voluntarily or involuntarily assign or delegate any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment, delegation, or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment, delegation, or subcontracting, or to terminate the Agreement because of unauthorized assignment, delegation, or subcontracting. In the event of any subcontracting or unauthorized assignment or delegation: (i) the Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor, assign or delegate. Services subcontracted under this Agreement shall be specified by written agreement and shall be subject to each applicable provision of this Agreement and any and all applicable Federal laws and State laws with appropriate changes in nomenclature in referring to such subcontract. The Consultant shall submit proposed subcontract agreements to the Manager for the Manager's review and approval.

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

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

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters

that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code, as amended.

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

18. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §§ 2-51, *et seq.*, as amended, or the City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Consultant shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Consultant represents that it has disclosed any and all current or potential conflicts of interest regarding the matters contemplated under this Agreement. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Consultant by placing the Consultant's own interests, or the interests of any party with whom the Consultant has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Consultant written notice describing the conflict.

19. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Consultant at the address first above written, and if to the City at:

Manager of Finance or Designee
City and County of Denver
201 West Colfax Avenue, Department 1001
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353

Denver, Colorado 80202

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

20. NO EMPLOYMENT OF WORKERS WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE 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 Consultant 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 Consultant 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 Consultant 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 Consultant is liable for any violations as provided in the Certification Ordinance. If the Consultant 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 Consultant 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 Consultant from submitting bids or proposals for future contracts with the City.

21. DISPUTES: All disputes between the City and Consultant arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. §§ 56-106(b)-(f), as amended. For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

22. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable Federal law, the laws of the State, and the City Charter, the Denver Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the 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. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Consultant agrees not to refuse to hire, nor to discharge, promote or demote, nor to 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 or gender expression, marital

status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS:

a. Consultant 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 City Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver. Compliance with all such statutes, regulations and other documents is the responsibility of the Consultant, and the Consultant shall ensure that any and all subcontractors and subconsultants also comply with applicable laws.

b. Where the source of the funds, directly or indirectly for this Agreement is the Federal Government, the Consultant shall be responsible for determining which of the following terms are applicable to its products and/or services and agrees to the applicable provisions:

- (1) Equal Employment Opportunity Compliance: Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- (2) Davis-Bacon Act Compliance: Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- (3) Anti-Kickback Act Compliance: Contractor agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- (4) Contract Work Hours and Safety Standards: Contractor agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5);
- (5) Rights to Inventions Made Under a Contract or Agreement: Contractor agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;

- (6) Clean Air and Water Requirements: Consultant agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401, *et seq.*), and the Clean Water Act (33 U.S.C. 1251, *et seq.*). Consultant agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office;
- (7) Energy Conservation Requirements: The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201);
- (8) No Suspension or Debarment: Consultant certifies that neither it nor its principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency; and
- (9) Byrd Anti-Lobbying: If the Maximum Contract Amount exceeds \$100,000, the Consultant must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Consultant must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

25. PAYMENT OF CITY MINIMUM WAGE: Consultant shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., as amended, including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. sections. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual

or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. sections shall result in the penalties and other remedies authorized therein.

26. LEGAL AUTHORITY: The Consultant represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Consultant represents and warrants that he or she has been fully authorized by the Consultant to execute the Agreement on behalf of the Consultant and to validly and legally bind the Consultant to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Consultant or the person signing the Agreement to enter into the Agreement.

27. ORDER OF PRECEDENCE: In the event of any conflicts between the language of this Agreement and the exhibits attached and incorporated hereto, the language of the Agreement controls.

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

29. INTELLECTUAL PROPERTY RIGHTS:

A. City's Intellectual Property: The City and the Consultant intend that intellectual property includes without limitation any and all records, case files, databases, materials, information, text, logos, websites, mobile applications, domain names, templates, forms, documents, videos, podcasts, newsletters, e-mail blasts, URLs, domain names, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, multimedia or audiovisual materials, negatives, specifications, software, data, products, ideas, inventions, templates, know-how, studies, reports, and any other work or recorded information created, purchased, licensed, used, or supplied by the Consultant, or any of its subcontractors or other third party consultants, in connection with the Services provided under this Agreement, in preliminary or final forms, in paper or electronic format, and on any media whatsoever (collectively, "Materials"). All Materials shall belong to the City. The Consultant shall not use, willingly allow another to use, or cause any Materials to be used for any purpose other

than for the performance of the Consultant's duties and obligations under this Agreement without the prior, express written consent of the City.

B. New Original Works: The City and the Consultant intend that all property rights to new materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created, developed, or supplied by the Consultant in connection with the Services contemplated hereunder, any derivative works thereof, in preliminary or final form and on any media whatsoever (collectively, “New Original Works”), shall belong to the City free and clear from any and all claims of any nature relating to the Consultant’s contributions and other efforts. The Consultant shall disclose all such items to the City unless the Manager directs otherwise in writing. Consultant assigns to the City and successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the New Original Works and works based upon, derived from, or incorporating the New Original Works. Whether or not Consultant is under contract with the City at the time, Consultant shall execute applications, assignments and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses, trademarks, and other intellectual property rights related to the New Original Works.

C. Work for Hire: To the extent permitted by the U.S. Copyright Act, 17 U.S.C. §§ 101, *et seq.*, the New Original Works are a “work made for hire” and all ownership of copyright in the New Original Works shall vest in the City at the time the New Original Works are created. To the extent that the New Original Works are not a “work made for hire,” the Consultant hereby sells, assigns and transfers all rights, title and interest in and to the New Original Works to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. The Consultant shall not copyright, trademark, or patent any work, materials, devises, methods, processes, or products New Original Works developed by Consultant as a result of the Services described this Agreement without the prior written approval of the City and, if required, the Federal Government. To the extent that the Consultant cannot make any of the assignments required by this Section 27, the Consultant hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform,

transfer, distribute, sell, and create derivative works of the New Original Works and all works based upon, derived from, or incorporating the New Original Works by all means and methods and in any format now known or invented in the future. The City may assign, sell, and license its rights under this license. In addition, the Consultant grants to the City, and the Federal Government if required, (and to recipients of New Original Works distributed by or on behalf of the City) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and distribute the contents of the New Original Works.

D. License: The City hereby grants a non-exclusive license to the Consultant to use, during the Term, the Materials and the New Original Works for purposes of performing the Services only as well as any other Services-related materials, text logos, documents, booklets, manuals, references, guides, brochures, applications, forms, advertisements, photographs, data, ideas, methods, inventions, and any other work or recorded information furnished to the Consultant for purposes of this Agreement, whether in preliminary or final form and on any media. The Consultant may reproduce the Materials or New Original Works, add to them, combine them, or otherwise modify them only for purposes of performing the Services. Any other addition, combination, or modification will require the prior written consent of the Manager. The Consultant, upon the expiration or early termination of this Agreement, shall return all such Materials and New Original Works, and all copies thereof, or will provide written verification that all such Materials and New Original Works, and all copies thereof, have been destroyed by the Consultant.

E. Consultant's Pre-Existing Works: The Consultant shall retain all property rights to the Consultant's pre-existing materials, including derivative works, developed or created prior to the commencement date that are used in the performance of the Services contemplated hereunder and which are not otherwise considered to be Materials or New Original Works (collectively, "Pre-Existing Works"). The Consultant shall disclose to the Manager all Pre-Existing Works, including derivative materials thereof, that Consultant uses in providing the Services contemplated hereunder. The City will not copyright, trademark or patent any of the Pre-Existing Works. The Consultant hereby grants a non-exclusive limited license to the City to use the Pre-Existing Works.

F. Derivative Works: The Parties intend that derivative works shall include revisions, improvements, alterations, adaptations, translations, or modifications to the Pre-Existing Works or New Original Works, as appropriate. The Consultant shall not include any of the New Original Works in any derivative works to the Consultant's Pre-Existing Works.

G. Trademarks and Copyrights: Each Party to this Agreement acknowledges the validity of the other Party's service marks, trademarks, tradenames, patents, or copyrights, if any, and will not in any way infringe upon or otherwise harm the other Party's rights or interests in such intellectual property.

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

31. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Consultant shall notify the Manager in advance of the date and time of any presentation(s). Nothing in this provision precludes the transmittal of any information to City officials or employees.

32. CONFIDENTIAL INFORMATION:

A. City Proprietary and Confidential Information: The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Consultant may have access to proprietary information and confidential information that may be owned or controlled by the City, and that the disclosure of such information may be damaging to the City or third-parties. The Consultant agrees that all proprietary information and confidential information or any other data or information provided or otherwise disclosed by the City to the Consultant will be held in confidence and used only in the performance of its obligations under

this Agreement. The Consultant will exercise the same standard of care to protect such proprietary information and confidential information as a reasonably prudent Consultant would to protect its own proprietary or confidential data. For purposes of this Section 32, the City's proprietary information and confidential information will include, without limitation, all information that would not be subject to disclosure pursuant to the Colorado Open Records Act (C.R.S. §§ 24-72-201, *et seq.*) ("CORA") or applicable City ordinance, and provided or made available to the Consultant by the City. Such proprietary information and confidential information may be in hardcopy, printed, digital, electronic, or other format.

B. Use and Protection of Proprietary Information and Confidential Information:

(i) Except as expressly provided by the terms of this Agreement, the Consultant agrees that it will not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any proprietary or confidential information or any part thereof to any other person, party, or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Consultant further acknowledges that by providing proprietary information or confidential information, the City is not granting to the Consultant any right or license to use such information except as provided in this Agreement. The Consultant further agrees not to disclose or distribute to any other party, in whole or in part, the proprietary information or confidential information without written authorization from the City and will immediately notify the City if any proprietary information or confidential information is requested from the Consultant from a third party.

(ii) The Consultant agrees, with respect to the proprietary information and confidential information, that: (A) the Consultant will not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the City; (B) the Consultant will retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (C) the Consultant will, upon the expiration or earlier termination of this Agreement, at the City's election, either destroy (and, in writing, certify destruction) or return all such data or work products incorporating such data or information to the City.

(iii) The Consultant will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the

confidentiality, integrity, and availability of all electronically maintained or transmitted data received from, or on behalf of, the City. It is the responsibility of the Consultant to ensure that all possible measures have been taken to secure the computers or any other storage devices used for the services to be provided under this Agreement, the proprietary information, or the confidential information. This includes, without limitation, industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

(iv) The Consultant will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement will survive the expiration or earlier termination of this Agreement. The Consultant will not disclose proprietary information or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(v) If the City is furnished with proprietary data or confidential information that may be owned or controlled by the Consultant (“Consultant’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Consultant concerning Consultant’s Confidential Information. However, the Consultant understands that all the material provided or produced by Consultant under this Agreement may be subject to CORA. In the event of a request to the City for disclosure of such information, the City will advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its Consultant Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. The Consultant further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Consultant’s intervention to protect and assert its claim of privilege against disclosure under this Section 36 including, without limitation, prompt reimbursement to the City of all reasonable attorneys’ fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

(vi) Notwithstanding any other provision of this Agreement, the City is furnishing confidential information on an “as is” basis, without any support whatsoever, and

without representation, warranty or guarantee, including, but not in any manner limited to, fitness, merchantability, accuracy and completeness of the confidential information. The Consultant acknowledges and understands that confidential information may not be completely free of errors. The City assumes no liability for any errors or omissions in any confidential information. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Consultant agrees to contact the City immediately.

33. TRANSITION: The Consultant shall provide the City with no less than ninety (90) calendar days' prior written notice of an impending sale or cessation of its business, as well as any contingency plans in the event of such notice of sale or cessation. In connection with any sale or cessation of the Consultant's business with its customers, the Consultant shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of services with minimal disruption to the City. The Consultant shall coordinate closely with any successor selected by the City to ensure a successful transition to the new service and/or equipment, with minimal downtime and effect on the City, and all such transition work shall be coordinated and performed at no additional cost to the City in advance of the formal, final transition date that is mutually agreed-upon by the City and the Consultant. This section shall survive the termination of this Agreement.

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

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

36. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Consultant shall cooperate and comply with the provisions of City 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.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES AND EXHIBITS FOLLOW]**

Contract Control Number: FINAN-202159705-00
Contractor Name: JOINING VISION AND ACTION, LLC

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:

FINAN-202159705-00
JOINING VISION AND ACTION, LLC

By: DocuSigned by:
Marshall Vanderburg
2F889A02706A49A...

Name: Marshall vanderburg
(please print)

Title: Director of operations
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

SCOPE OF WORK

The consultant will perform in a professional manner the following services:

A. Write grants for City agencies. These grant opportunities may be from Federal, State, corporate, national or local foundation grant opportunities. Consultant will assist with developing logic models, evaluation plans, and obtaining data needed to support proposals.

B. Provide review services for grant applications that are prepared by City agency personnel. The purpose of such a review process is to improve the grant document and give constructive criticism or improvement. This review may extend to proper grammar and syntax used within grant narratives.

C. Conduct research of prospective grant opportunities for agencies upon request and deliver a written evaluation of these opportunities including, but not limited to, an explanation of the program, due dates, the amount of funding available, key requirements of the grantor, cash match requirements, the level of competitiveness of the program and an assessment of the readiness of the agency to take on the program if awarded.

D. Provide technical assistance with the grant seeking and management process such as assistance with DUNS and Federal SAM registration. Provide guides, training materials and general advice on meeting the federal requirements for securing these registrations.

E. Provide regular detailed reports to the City's Grants Administrator and other interested parties on the progress of grant writing services.

F. Assign a primary point-of-contact/liaison to respond to questions within a 24-hour time frame. The liaison will attend the monthly Grants Policy Advisory Committee.

G. Maintain a list of all grant writers on staff and on contract and update the City of any changes in a timely fashion.

H. Maintain a process of quality control and copy editing for all written documents submitted to the city, including draft documents.

I. Facilitate grant writing and grant preparation training for City staff.

J. Facilitate a two-hour annual strategic planning session for City grants staff and draft a written report on the outcomes of that session.

K. Facilitate meetings, strategic planning sessions, and provide subject matter expertise on special project areas such as donor management, evaluation, and other topics related to sponsorships and donations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/3/2021

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 MHIA, LLC 4704 Harlan St., Unit 660 Denver, CO 80212	CONTACT NAME: PHONE (A/C, No, Ext): (303) 237-5445	FAX (A/C, No): (303) 239-8807
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Joining Vision and Action LLC 1525 Raleigh St. 5th Floor Denver, CO 80204	INSURER A : Valley Forge Insurance Company	
	INSURER B : Pinnacle Assurance	
	INSURER C : Cna Insurance Company	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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
			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5085654782	12/7/2020	12/7/2021	EACH OCCURRENCE	\$ 1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
									\$
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							
A		AUTOMOBILE LIABILITY						<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS
			<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	5085654782	12/7/2020	12/7/2021	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY
								COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB						<input type="checkbox"/> OCCUR	
		EXCESS LIAB						<input type="checkbox"/> CLAIMS-MADE	
								DED	RETENTION \$
								EACH OCCURRENCE	\$
								AGGREGATE	\$
									\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A	4008297	2/1/2021	2/1/2022	E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		Professional Liab			4025462607	10/18/2020	10/18/2021	Per Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured on a primary and non contributory basis with a waiver of subrogation.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver 201 W Colfax Denver, CO 80202	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 