

**LICENSE AGREEMENT
(2100 31st St, Denver, CO 80216)**

THIS LICENSE is entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule city and municipal corporation of the State of Colorado (“City” or “Licensor”) and **INFORMATION TECHNOLOGY DISASTER RESOURCE CENTER, INC**, a foreign nonprofit corporation registered in the state of Texas, whose address is 3934 Sandshell Drive, Fort Worth, TX 76137 (“Licensee”), effective as of the date set forth on the city’s signature page (“Effective Date”).

1. GRANT AND SCOPE OF LICENSE: The City grants to the Licensee, its Licensees, sublicensees, agents and invitees, a non-exclusive revocable license and subject to the conditions and terms in this License, to park and store one (1) trailer, also referred to as a Community Response Trailer, on City owned property at 2100 31st Street, Denver, CO 80216 (as depicted in **Exhibit A**, attached hereto and incorporated by this reference (the “**Premises**”). The storage details of this trailer are further described in the attached **Exhibit B**, which is incorporated here by reference (the “**Allowable Use**”). Licensee may only use the Premises to store the trailer and may not conduct business or activities from the trailer while it is parked on the Premises. The depiction of the Premises contained in **Exhibit A** may undergo small modifications upon the written authorization of the Director of the Division of Real Estate to correct minor or technical errors.

2. TERM: The term of this non-exclusive revocable license commences on **March 1, 2024** and ends no later than **February 28, 2027**. The Licensee shall have, and it is hereby granted, TWO (2) successive options to extend the Term for a period of ONE (1) year (“Option” or “Option to Extend”). Such Option to Extend will begin respectively upon the expiration of the initial Term. All the terms, covenants, and provisions of this Lease, including Fee, shall apply to and during the Option to Extend. In order to exercise such Option to Extend, the Licensee shall give Licensor written notice of such exercise no later than thirty (30) days prior to the end of the initial Term of this License. Such written notice must then be executed by both Parties. The Director of Real Estate shall be authorized to sign the Option to Extend notice on behalf of the City. Upon the failure of Licensee to exercise its Option to Extend, and, in any event, upon expiration of the Term, the Licensee shall have no further or additional right to renew or extend the Lease.

3. **FEE**: Licensee agrees to pay the City a fee (the “License Fee”) of **TEN DOLLARS AND ZERO CENTS (\$10.00)** annually for the Allowable Use. The License Fee is payable upon execution of this Agreement, starting from the effective date of this Revocable License. All payments hereunder shall be made payable to Manager of Finance and delivered to:

City and County of Denver
Department of Real Estate
201 W. Colfax Avenue, Department 1010
Denver, CO 80202

4. **REPORTING**: Licensee must submit a report upon the completion of the Term stated in **Section 2** to the Director of Real Estate as justification for the public purpose of the License. In a short report of one or two pages, the Licensee must address (a) the continued public purpose and benefit to the City of Licensee’s operations on the leased property; (b) Description of Licensee’s use of the property in the past / current month; and (c) Operational / Program Plans for the current / coming months.

5. **REVOCATION AND RETAINED RIGHTS OF CITY**: The City retains the absolute right to revoke the License for any reason. Revocation shall be in writing signed by the Director of Real Estate (the “Director”). The City reserves the right to own and occupy the Premises in any manner that does not unreasonably interfere with the exercise of the rights granted by this License.

6. **USE OF PREMISES**: As a condition of the License, Licensee shall use the Premises as follows:

- a. **Use**. The Premises shall only be used for the Allowable Use.
- b. **Other Permits**. Licensee shall comply with all applicable laws, rules, or regulations of the City. Nothing in this License shall relieve Licensee from complying with other regulatory requirements applicable to the License and the Allowable Use. Individuals planning to use the parking spaces licensed to Licensee must request and obtain a security badge that will authorize parking access to the Premises.
- c. **Damage or Injury**. The City shall not be responsible or liable for injuries to persons or damage to property when such injuries or damage are caused by or result from the Licensee’s use of the Premises under the terms of this License.

7. **TERMINATION**: Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event this License is canceled, terminated or revoked by either party before the expiration of its term, the Licensee shall at its sole expense remove any personal property from the Premises, and shall restore the Premises to the extent required by the Director. The provisions of Section 8 shall apply to any damage to the Premises.

8. **NO COST TO CITY**: The exercise of the privileges granted by this License shall be without cost or expense to the City, other than expenses described in Section Seven.

9. **MAINTENANCE**: Licensee is responsible for all maintenance and care for its trailer on Premises.

10. **DAMAGE TO CITY PROPERTY**: Any property of the City damaged or destroyed by Licensee incident to the use of this License shall be promptly repaired or replaced by Licensee to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require Licensee to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Allowable Use.

11. **COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS**: Licensee shall comply with all applicable local, state, and federal environmental rules, regulations, statutes, laws or orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. For purposes of this License, the terms "Hazardous Materials" shall mean asbestos and asbestos-containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides and any hazardous waste as defined at 42 U.S.C. § 6903(5) of the Solid Waste Disposal Act, or the Colorado law governing hazardous waste C.R.S. § 25-15-101, et seq., any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

12. **INSURANCE**:

a. **General Conditions**: Licensee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services

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provided pursuant to this Agreement. Licensee shall keep the required insurance coverage in force at all times during the term of the 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, Licensee 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. Licensee 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 Licensee. The Licensee 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:** Licensee may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Licensee certifies that the certificate of insurance attached as **Exhibit C**, 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 Licensee'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), Licensee and subLicensee'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, Licensee's insurer shall waive subrogation rights against the City.

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

f. **Workers' Compensation and Employer's Liability Insurance:** Licensee 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:** Licensee 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:** Licensee shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used at the Leased Premises.

13. DEFENSE AND INDEMNIFICATION:

a. Licensee 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 License ("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 Licensee or its subLicensees 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. Licensee'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 Information Technology Disaster Resource Center, Inc - License Agreement
Jaggaer CCN: FINAN-202473299

Claim. Licensee'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. Licensee 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 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 License shall in no way lessen or limit the liability of the Licensee under the terms of this indemnification obligation. The Licensee 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 License.

14. NOTICES: All notices required to be given to the City or Licensee shall be in writing and sent by certified mail, return receipt requested, to:

Licensee: Information Technology Disaster Resource Center, Inc
PO Box 79146
Fort Worth, TX 76179

City: Mayor
City and County of Denver
1437 Bannock Street, Room 350
Denver, Colorado 80202

Director of Real Estate
201 W. Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Denver City Attorney
201 W. Colfax Avenue, Dept. 1207
Denver, Colorado 80202

Any party may designate in writing from time to time the address of substitute or additional persons to receive such notices. The effective date of service of any such notice is the date on which mailed or personally delivered.

15. COMPLIANCE WITH LAWS: All persons or entities utilizing the Premises pursuant to this License shall observe and comply with the applicable provisions of the Charter, ordinances, and rules and regulations of the City and with all applicable Colorado and federal laws.

16. SEVERABILITY: The promises and covenants contained in this License are several in nature. Should any one or more of the provisions of this License be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of the License.

17. APPLICABLE LAW/VENUE: Each and every term, condition, or covenant of this Easement is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable federal law, the Charter of the City and County of Denver, and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant to the Charter. The applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, are expressly incorporated into this License as if fully set out by this reference. Venue for any action relating to this License shall be in the State District Court in the City and County of Denver, Colorado.

18. NO DISCRIMINATION: In connection with the performance of an Allowable Use under this License, Licensee 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, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, protective hairstyle, or disability, and further agrees to insert the foregoing provision in all subcontracts hereunder.

19. ENTIRE LICENSE: This License is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification shall have any force or effect, unless embodied in this License in writing.

20. AMENDMENTS: No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this License properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this License or any written amendment to this License

shall have any force or effect nor bind the City. This License and any amendments to it shall be binding upon the Parties and their successors and assigns.

21. **AUTHORITY**: Licensee represents and warrants that the person signing this License has the authority to execute and deliver this License on behalf of Licensee.

22. **APPROPRIATION**: All obligations of the City under and pursuant to this License are subject to prior appropriations of monies expressly made by the City Council for the purposes of this License and paid into the Treasury of the City.

23. **CONFLICT OF INTEREST BY CITY OFFICERS**: Licensee represents that to the best of its information and belief no officer or employee of the City is either directly or indirectly a party to or in any manner interested in this License except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

24. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent, or employee of the City shall be charged personally or held contractually liable under any term or provision of this License or because of any breach thereof or because of its or their execution, approval, or attempted execution of this License.

25. **EXAMINATION OF RECORDS AND 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 Licensee's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Licensee 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 the Licensee to make disclosures in violation of state or federal privacy laws. The Licensee shall at all times comply with D.R.M.C. 20-276.

26. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Licensee consents to the use of electronic signatures by the City. The License, and any other documents requiring a signature hereunder, 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 License 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 License 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.

27. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable,, the Licensee shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City’s Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Licensee expressly acknowledges that the Licensee is aware of the requirements of the City’s Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Licensee, 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.

28. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Licensee 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.

Exhibit List

Exhibit A – Depiction of the Premises

Exhibit B – Allowable Use

Exhibit C – Certificate of Insurance

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Contract Control Number:
Contractor Name:
RESOURCE CENTER, INC

FINAN-202473299-00
INFORMATION TECHNOLOGY DISASTER

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

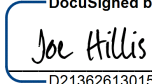
By:

By:

By:

Contract Control Number:
Contractor Name:
RESOURCE CENTER, INC

FINAN-202473299-00
INFORMATION TECHNOLOGY DISASTER

By:  DocuSigned by:
D213626130154CB...

Name: Joe Hillis
(please print)

Title: Operations Director, ITDRC
(please print)

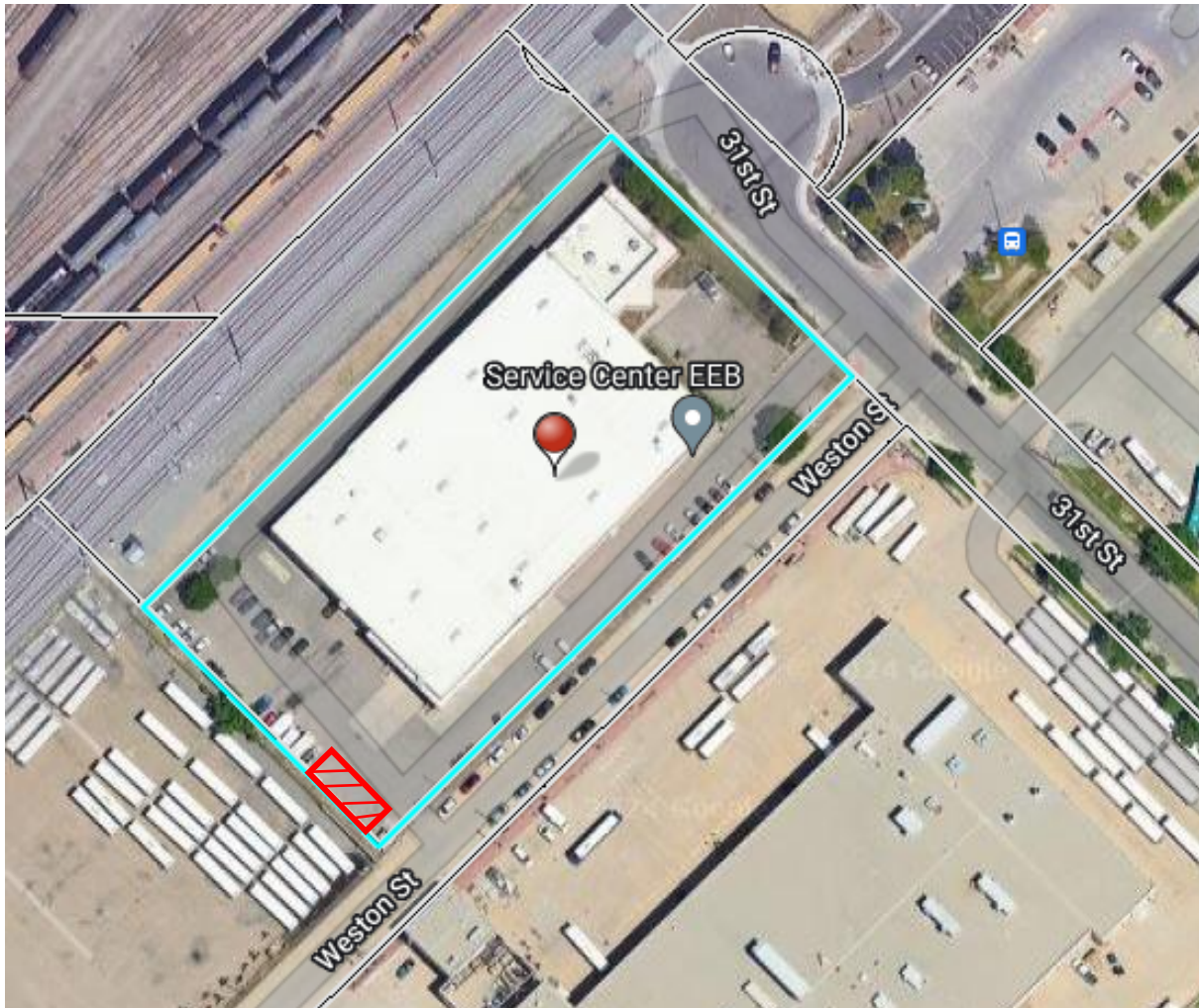
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A



 Parcel


 Area for trailer at EEB.

EXHIBIT B

Allowable Use

Information Technology Disaster Resource Center (ITDRC) would like to keep one of their Community Response trailers at the Electronic Engineering Bureau (EEB).

The EEB is a City and County of Denver facility located at 2100 31st Street, Denver, CO 80216.

The trailer would be parked at the EEB facility available for deployment by ITDRC personnel when needed. ITDRC may deploy the trailer for an event that may occur within FEMA Region 8 or based on their radius for deployment of this type of asset from the EEB's location.

The City and County of Denver is willing to allow ITDRC to keep their community response trailer at the facility outside in our fenced lot at their own risk.

ITDRC will schedule time for updating and performing any needed maintenance on the trailer and equipment during business hours. If the trailer needs to be deployed after-hours, access will be available via the process and numbers listed below.

When ITDRC needs normal business hours access, the EEB is open 0600-1800 M-F excluding weekends and city holidays, they will call the EEB at 720-865-0050 and notify on-duty personnel that they will be out to maintain the equipment. If the trailer needs to be deployed after-hours, ITDRC personnel may make the request to have someone escort them into the facility for access by first contacting the OEM Duty Officer at 720-865-5500. If the OEM Duty Officer is not available to provide access, the EEB on-call technician may be contacted to provide after-hours access, the EEB call out number is 720-865-0061. If there is a major event occurring requiring city personnel after-hours access may be delayed or not available based on the availability of city resources.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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.

Table with PRODUCER (Unbridled Insurance Agency), INSURED (Information Technology Disaster Resource Center, Inc), CONTACT NAME, PHONE, FAX, E-MAIL ADDRESS, and INSURER(S) AFFORDING COVERAGE (Alliance of Nonprofits for Insurance, Texas Mutual Insurance Company).

COVERAGES CERTIFICATE NUMBER: 650252733 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.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, and Workers Compensation and Employers' Liability.

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 Insureds as respects the General Liability.

Table with CERTIFICATE HOLDER (Mayor City and County of Denver) and 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: Tyler L McGee).

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USAA Insurance Agency Inc.		NAMED INSURED INFORMATION TECHNOLOGY DISASTER RESOURCE CENTER DBA: ITDRC PO BOX 79146 FORT WORTH, TX 76179	
POLICY NUMBER 04305476		EFFECTIVE DATE: 02/22/2024	
CARRIER Progressive County Mutual Insurance Company	NAIC CODE 29203		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Additional Coverages

Insurance coverage(s)	Limits
Uninsured/Underinsured Motorist	\$30,000/\$60,000
Uninsured Motorist Property Damage	\$25,000 w/\$250 Ded

Description of Location/Vehicles/Special Items

Scheduled autos only

2023 STALLION Trailer 7SWBE1219PM002789	
Comprehensive	\$500 Ded
Collision	\$500 Ded

Liability coverage may not apply to all scheduled vehicles.