### AGREEMENT

THIS AGREEMENT is made between the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "City"), and THE DENVER FOUNDATION, a Colorado non-profit corporation whose address is 1009 Grant St., Denver, CO 80203 (the "Contractor"), jointly (the "Parties").

### RECITALS

A. DEDO's Mission as memorialized in Executive Order 28 includes working to ensure an inclusive and innovative economy for all Denver residents and neighborhoods, and stabilizing neighborhoods economically to increase economic resiliency for Denver.

B. DEDO's Mission further includes reducing involuntary displacement and improving job access by promoting responsible growth that preserves the character and vitality of Denver's neighborhoods.

C. DEDO's Functions as memorialized in Executive Order 28 include (i) retaining and attracting companies to sustain and grow Denver's tax base and create job opportunities for residents; (ii) providing outreach, technical assistance and capacity building that focuses on educating and growing small businesses; (iii) developing and implementing strategies that create equitable choices for residents and local businesses who choose to prosper in place; and (iv) anticipating and ameliorating involuntary displacement and disruptive neighborhood changes

D. DEDO's Community Support Mini Grant and Nonprofit Capacity Building Program (the "Program") is designed to strengthen communities by increasing their capacity to meet the needs of residents and foster culturally vibrant neighborhoods.

E. The Program will provide funding for small, community-driven projects that enhance neighborhoods and address local challenges. Additionally, specific funds are reserved for nonprofit organizations to receive technical assistance aimed at strengthening their operational capacity.

F. The Program will advance valid and valuable public purposes of business retention in Denver neighborhoods, capacity building, and reduction of involuntary displacement.

### TERMS AND CONDITIONS

The Parties agree as follows:

1. <u>COORDINATION AND LIAISON</u>: The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Economic Development & Opportunity ("Executive Director") or the Executive Director's Designee.

### 2. <u>SERVICES TO BE PERFORMED</u>:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on Exhibit A,
Scope of Work, to the City's satisfaction.

**b.** The Contractor is ready, willing, and able to provide the services required by this Agreement.

**c.** The Contractor 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 this Agreement and in accordance with the terms of this Agreement.

3. <u>TERM</u>: This Agreement will commence on April 1, 2025, and will expire on December 31, 2026 (the "Term"). 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 will extend until the work is completed or earlier terminated by the Executive Director.

### 4. <u>COMPENSATION AND PAYMENT</u>:

a. <u>Budget</u>: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under this Agreement the line item amounts set forth in the budget contained in **Exhibit B**. Amounts billed may not exceed the budget set forth in **Exhibit B**.

**b.** <u>**Reimbursable Expenses:**</u> There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

**c.** <u>Invoicing</u>: The Contractor shall provide the City with a monthly invoice 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., applies to invoicing and payment under this Agreement.

### d. <u>Maximum Contract Amount</u>:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED THOUSAND DOLLARS** (**\$500,000.00**) (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at the Contractor's risk and without authorization under this 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. <u>STATUS OF CONTRACTOR</u>: 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 Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

# 6. <u>TERMINATION</u>:

**a.** The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Executive Director.

**b.** Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor 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, bidrigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

**d.** If this 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 Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this 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 Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **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 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 foregoing 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 audit 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.

8. <u>WHEN RIGHTS AND REMEDIES NOT WAIVED</u>: 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 Contractor. 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 this Agreement constitutes a waiver of any other breach.

### 9. <u>INSURANCE</u>:

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. <u>Proof of Insurance</u>: 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 D**, 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.** <u>Additional Insureds</u>: For Commercial General Liability, Business Auto Liability, Cyber, 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.** <u>Waiver of Subrogation</u>: For all coverages required under this Agreement, the Contractor's insurer shall waive subrogation rights against the City.

e. <u>Subcontractors and Subconsultants</u>: 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. <u>Worker's Compensation and Employers Liability Insurance</u>: 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.** <u>Commercial General Liability</u>: 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. <u>Business Automobile Liability</u>: 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. <u>Cyber Liability</u>: The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

**j.** <u>Commercial Crime</u>: The Contractor shall maintain minimum limits of \$1,000,000 in commercial crime insurance coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. The City and County of Denver shall be named as Loss Payee as its interest may appear.

### 10. <u>DEFENSE AND INDEMNIFICATION</u>:

**a.** The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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 the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

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

c. The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City shall be in addition to any other legal remedies available to the City and shall not be considered the City's exclusive remedy.

**d.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor 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.

11. <u>TAXES, CHARGES AND PENALTIES</u>: 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 taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. <u>ASSIGNMENT; SUBCONTRACTING</u>: 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. 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 subconsultant, subcontractor or assign.

13. **INUREMENT:** 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.

14. <u>NO THIRD PARTY BENEFICIARY</u>: 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.

**15.** <u>NO AUTHORITY TO BIND CITY TO CONTRACTS</u>: The Contractor 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. **16.** <u>SEVERABILITY</u>: 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.

### 17. <u>CONFLICT OF INTEREST</u>:

**a.** No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor 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. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**b.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor 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 this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. <u>NOTICES</u>: All notices required by the terms of this 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 the Contractor at the address first above written, and if to the City at:

Executive Director of Denver Economic Development & Opportunity or Designee Denver Economic Development Opportunities 201 W. Colfax Ave., Dept. 205 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.

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

20. <u>GOVERNING LAW; VENUE</u>: 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. 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).

21. <u>NO DISCRIMINATION IN EMPLOYMENT</u>: 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.

22. <u>COMPLIANCE WITH ALL LAWS</u>: 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.

23. <u>COMPLIANCE WITH DENVER WAGE LAWS</u>: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor 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 Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, 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.

24. **LEGAL AUTHORITY:** The Contractor 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.

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

26. <u>ORDER OF PRECEDENCE</u>: In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

27. <u>INTELLECTUAL PROPERTY RIGHTS</u>: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions,

and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials 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 rights in perpetuity.

28. <u>SURVIVAL OF CERTAIN PROVISIONS</u>: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City 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.

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

### 30. <u>CONFIDENTIAL INFORMATION</u>:

a. <u>City Information</u>: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties.

The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**31.** <u>**CITY EXECUTION OF AGREEMENT:**</u> 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.

**32.** <u>AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS</u>: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this 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.

**33.** <u>USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS</u>: 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.

34. <u>ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS</u>: 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 this 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.

### 35. PERSONAL INFORMATION AND DATA PROTECTION:

"Data Protection Laws" means (i) all applicable international, federal, A. state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below in Paragraph 25.B); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, Contractor shall provide for the security of all City Data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act, (v) the Children's Online Privacy Protection Act (COPPA), (vi) the Family Education Rights and Privacy Act (FERPA), and (vii) Colorado House Bill 18-1128.

**B.** "<u>Personal Information</u>" means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual's physical, physiological, mental, economic, cultural, or social identity.

C. <u>Compliance with Law and Regulation</u>: The Contractor confirms and warrants that it complies with any and all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

D. Software Programs; Security of Personal Information and access to **Software Programs:** The Contractor will use the software programs designated by the City to collect, use, process, store, or generate all data and information, with or without Personal Information, received as a result of the Contractor's services under this Agreement. The Contractor will fully comply with any and all requirements and conditions associated with the use of said software programs as provided by the City. In addition, the Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing. The Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children's Online Privacy Protection Act (COPPA), and (ii) Colorado House Bill 18-1128. The Contractor shall submit to the Executive Director, within fifteen (15) days of the Executive Director's written request, copies of the Contractor's policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.

E. <u>Confidentiality; No Ownership by Contractor</u>: Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by the Contractor as highly confidential information. The Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by the Contractor in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by the Contractor pursuant to this Agreement ("City Work Product"). The Contractor has an obligation to immediately alert the City if the Contractor's security has been breached or if the Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

F. Contractor Use of Personal Information and City Work Product: The Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for the Contractor's own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in "data mining" of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

G. <u>Employees and Subcontractors</u>: The Contractor will ensure that, prior to being granted access to Personal Information or City Work Product, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those Contractor Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to the Contractor under this Agreement. Prior to allowing any Contractor Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Contractor shall require any such Contractor Staff to review and agree to the usage and access terms outlined in this Agreement. The Contractor will inform its Contractor Staff of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Personal Information, City Work Product, 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. Unless the Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

H. Loss of Personal Information or City Work Product: In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, the Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable

from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures the Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of the Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps the Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by the Contractor. This Section will survive the termination of this Agreement.

I. **Data Retention and Destruction:** Using appropriate and reliable storage media, the Contractor will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, at the City's election, the Contractor will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, the Contractor will supply the City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by the Contractor, the Contractor will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that the City reasonably anticipates. Oral requests by the City for a hold on record destruction will be reduced to writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with the Contractor regarding the preservation and disposition of these records. The Contractor shall

continue to preserve the records until further notice by City. This Section will survive the termination of this Agreement.

J. <u>No Other Databases</u>: The Contractor will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under this Agreement. This Section will survive the termination of this Agreement.

K. <u>Data Transfer Upon Termination</u>: Upon termination or expiration of this Agreement and City's request, the Contractor will ensure that all Personal Information and City Work Product is securely transferred to the City, or a party designated by the City, within thirty (30) calendar days. The Contractor will ensure that the data will be provided in an industry standard format. The Contractor will provide the City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of the Contractor's business with its customers, the Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to City. The Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on the City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by the Contractor and the City. This Section will survive the termination of this Agreement.

### [THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW.]

Contract Control Number: Contractor Name: OEDEV-202578945-00 THE DENVER FOUNDATION

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

SEAL

### **CITY AND COUNTY OF DENVER:**

**REGISTERED AND COUNTERSIGNED:** 

ATTEST:

By:

**APPROVED AS TO FORM:** 

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

### OEDEV-202578945-00 THE DENVER FOUNDATION

DocuSigned by: By:

Dace West

(please print)

Title: \_\_\_\_\_\_\_Chief Impact Officer \_\_\_\_\_\_\_(please print)

# ATTEST: [if required]

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

Name: \_\_\_\_\_

(please print)

Title: \_\_\_\_\_

(please print)

### COMMUNITY SUPPORT MINI GRANT & NONPROFIT CAPACITY BUILDING PROGRAM

### SCOPE OF WORK

### I. PURPOSE

The Community Support Mini Grant and Nonprofit Capacity Building Program is designed to strengthen communities by increasing their capacity to meet the needs of residents and foster culturally vibrant neighborhoods. Administered by The Denver Foundation and monitored by Denver's Economic Development and Opportunity's (DEDO) Division of Neighborhood Equity and Stabilization (NEST), the program will provide funding for small, community-driven projects that enhance neighborhoods and address local challenges. Additionally, specific funds are reserved for nonprofit organizations to receive technical assistance aimed at strengthening their operational capacity. The goal of the program is to empower diverse community stakeholders—residents, nonprofits, and microbusinesses—by offering both neighborhood-level project funding and targeted capacity-building support for nonprofits to better serve their communities.

The contract term begins April 1, 2025, and ends December 31, 2026. The 2025 budget is \$500,000, while the 2026 budget depends on city approval. The Denver Foundation must disburse funds by October 1 each year, if applicable.

### II. SUMMARY OF SERVICES

NEST will administer a contract in the amount of \$500,000 for The Denver Foundation to provide grants to fund projects aligned with the goals of the program. The types of capacity building grants are described below. The budget shall be funded by General Funds in accordance with Exhibit B.:

- Community Support Mini Grants \$300,000
  - Provide Community Support Mini Grant awards for nonprofit organizations, community groups, and microbusinesses (with annual revenue of less than \$500,000) to fund stakeholder-led projects focused on meeting neighborhood needs and fostering community building opportunities.
  - Awards will be granted in the amount of \$500 \$10,000 per project
- Nonprofit Capacity Building \$200,000
  - Provide nonprofit organizations grant awards for capacity building support aimed at strengthening their operational development.
  - Includes support for fundraising, financial management, community engagement, resident leadership development, effective communication, stakeholder engagement, and strategic planning.
  - Awards will be granted in the amount of \$2,000 \$20,000

Stakeholder group and nonprofit organization projects must take place in and/or serve the residents of NEST target neighborhoods including Athmar Park, Barnum, Barnum West, Clayton, College View, East Colfax, Elyria Swansea, Globeville, Kennedy, Lincoln Park, Mar Lee, Montbello, Ruby Hill, Sun Valley, Valverde, Villa Park, Westwood, Windsor, and any other priority neighborhoods established by NEST.

TDF/MG/VPL	EXHBIT A
OEDED: 202578945	Page <b>1</b> of <b>3</b>
4/1/2025-12/31/2026	

Refer to Exhibit B for detail regarding the minimum required number of projects to be funded.

### III. SCOPE OF WORK

The Denver Foundation will oversee the grant administration and distribution of the funds to awardees, including the below tasks:

- . Review and revise grant applications with DEDO input
- . Work with DEDO staff on metrics to evaluate program impact
- . Create, promote, and/or distribute joint outreach and collateral to potential eligible applicants. Materials to be approved by both entities prior to publishing TDF marketing team and DEDO's Marketing and Communications team.
- . Actively recruit stakeholders and nonprofit organizations residing in and/or serving NEST neighborhood to apply for the grants.
- . Collaboratively manage application with DEDO.
- . Provide technical assistance, support, and field questions from potential applicants.
- . Collect all applications and compile eligible applicant pool for selection committee review.
- . Recruit, train and manage committee members who reside in and/or serve NEST neighborhood residents. The selection committee will be comprised of community members not seeking grant funds, TDF staff, City and County of Denver staff, and members of the community from NEST neighborhoods.
- . Selection committee will evaluate submitted applications and recommend awardees. Final grant approval is made by the DEDO Executive Director or assigned representative.
- . Host a community event with DEDO to announce the grant recipients
- . Process checks for organizations' awards
- . Manage financial compliance of funds
- . Manage awardee reporting
- . Submit a final report to DEDO

Stakeholder group and nonprofit organization projects must take place in and/or serve the residents of NEST target neighborhoods including Athmar Park, Barnum, Barnum West, Clayton, College View, East Colfax, Elyria Swansea, Globeville, Kennedy, Lincoln Park, Mar Lee, Montbello, Ruby Hill, Sun Valley, Valverde, Villa Park, Westwood, Windsor, and any other priority neighborhoods established by NEST.

### IV. DELIVERABLES

The Denver Foundation shall execute the terms of the contract beginning April 1, 2025, and shall, at a minimum, provide the following services:

- Fund at least 40 small community driven projects and nonprofit capacity building grants
- Provide outreach to residents, microbusinesses and nonprofit organizations in NEST neighborhoods via multiple channels
- Host a community event with DEDO to announce the grant recipients

EXHBIT A Page **2** of **3** 

- Submit a final report with invoices, including a cumulative activity report with final invoice by December 31, 2025 for the 2025 round of funding, and on December 31, 2026 for the 2026 round of funding, if funding is approved.
  - Final report will include metrics developed by DEDO/TDF, evaluation of program impact, itemized account of expenditures, matching funds (if applicable), photos/testimonials, flyers/announcements, challenges, next steps, etc.
- V. BUDGET

The maximum amount for this contract is \$500,000. The budget shall be funded by General Funds, 93% of the funds(\$465,000) will be disbursed as grant awards to recipients and 7% (\$35,000) will cover administrative services.

These funds will be used to cover Community Support Mini Grant and Nonprofit Capacity Building grants and associated costs (see Exhibit B budget). The funding will be reimbursable for appropriate expenses for the contract period beginning on April 1, 2025.

Advanced payments are allowable under this contract if there is a true business need to receive funding for immediate cash disbursement. To receive advanced funding:

- The Denver Foundation must provide a letter of detailed reasoning regarding why funding is needed immediately and the potential impacts on services should advanced payment not be granted.
- All advanced funds need to be distributed to organizations within 7-10 business days of receiving payment from DEDO and all reconciliation paperwork to settle advanced amounts needs to be submitted to DEDO within 30 business days.
- If DEDO then issues an advanced payment to The Denver Foundation, The Denver Foundation must provide a detailed reconciliation of the payment before any additional payments will be issued by DEDO. This reconciliation may include bank statements, canceled checks, and/or any documentation regarding how the advanced payment funds were disbursed.
- If supporting documentation cannot be provided by The Denver Foundation, or for whatever reason The Denver Foundation will not be able to distribute advanced funds according to the contract agreement, The Denver Foundation will be liable for reimbursing DEDO the full amount of advanced payment received.



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Community Support Mini Grant & Nonprofit Capacity Building Program PROGRAM YEAR 2025 BUDGET SUMMARY

A. Respondent:	The Denver Foundation	D. Contract Number:	202578945
B. Project:	y Support Mini Grant & Nonprofit Capacity Buildin	E. Contract Period:	April 1, 2025 - December 31, 2026
C. Program Year:	2025	F. Requested Amount:	\$ 500,000
8		•	

### Budget Summary for Community Support Mini Grant & Nonprofit Capacity Building Program

(1)	(2)		(2) (3)		(4)		(5)		(6) Agency Total (All Funding Sources)	
Item of Expenditure		al Project Cost sted from DEDO Other Federal Funding Funding				Other City and Denver Fu	•			
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel	\$-	#DIV/0!	\$-	#DIV/0!	\$ -	#DIV/0!	\$-	#DIV/0!	\$-	100.00%
Fringe	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Office Expenses, Supplies, & Equipment	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Communication	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Insurance	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Subcontractor	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
Other Direct Costs	465,000	50.00%	-	0.00%	-	0.00%	465,000	50.00%	930,000	100.00%
Indirect Costs	35,000	50.00%	-	0.00%	-	0.00%	35,000	50.00%	70,000	100.00%
Direct Costs excluded from MTDC	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	100.00%
TOTAL	\$ 500,000	50.00%	\$-	0.00%	\$ -	0.00%	\$ 500,000	50.00%	\$ 1,000,000	100.00%

I: Respondent Authorization

Signature of Respondent Official Date

Name (Type or print)

Title (Type or print)

J: City and County of Denver Authorization

Date

Name (Type or print)

Signature

Title (Type or print)



# CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Community Support Mini Grant & Nonprofit Capacity Building Program PROGRAM YEAR 2025 DEDECONNEL & CHUNCE FUNCTE PERSONNEL & FRINGE BUDGET

A. Respondent: The Denver Foundation					-	C: Contract Nu	mber: 202578945
B. Program:	Community Support Mini Gra	nt & Nonnrofit C	anacity Building	Program		iod: April 1, 2025 - December 31, 2026	
b. rrogram.	Community Support Will Gia	an & Honpront C	apacity Dunuing	Tiogram	-	D: Contract Per	April 1, 2025 - December 51, 2026
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Position/Title	Employee(s) Name	No. Employee(s)	Annual Salary (\$)	Full-time Equivalent	Total Program Cost (\$)	DEDO Share (\$)	Brief Summary of Job Responsibilities (If not enough room include separate sheet).
		Employee(s)	Salary (5)	(FTE)	Cost (3)		(
					\$0	\$0	
					\$0	\$0	
					\$0		
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
				\$0	\$0		
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
					\$0	\$0	
(9) Totals					\$0	\$0	
F. Fringe Benefits and Total Personnel	Cost						
Type of Fringe Benefits, includes the					Total Cost	DEDO Share	Please Show Calculations Below:
following, but not limited to:					(\$)	(\$)	
(10) Social Security & Medicare (FICA)					\$0	\$0	= 0.00% x Line 9
(11) Federal Unemployment Tax (FUTA)					\$0	\$0	= 0.00% x Line 9
(12) State Unemployment Insurance (SUI)	)				\$0 \$0	\$0	= 0.00% x Line 9
(13) Workers Compensation						\$0	= 0.00% x Line 9
(14) Other (Please List)						\$0	= 0.00% x Line 9
(15) Other Please List)						\$0	= 0.00% x Line 9
(16) Total Fringe Benefits (Add Lines 10-	-15)			\$0	\$0		
(17) Total Personnel Costs (Line 9 plus	Line 16)		\$0	\$0			
				-			

A. Respondent:



### DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Community Support Mini Grant & Nonprofit Capacity Building Program PROGRAM YEAR 2025

NON-PERSONNEL BUDGET

C: Contract Number: 202578945

The Denver Foundation mmunity Support Mini Grant & Nonprofit Capacity Building Prograding Contract Period: April 1, 2025 - December 31, 2026 B. Program:

(1)	(2)	(3)	(4)
Item of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)
OFFICE EXPENSES, SUPPLIES, & EQUIPMENT TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
COMMUNICATION TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
INSURANCE TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
SUBCONTRACTOR TOTAL	\$0	\$0	Includes the following, but not limited to:
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
OTHER DIRECT COSTS TOTAL	\$465,000	\$465,000	Includes the following, but not limited to:
Funds available for Mini-grant Grantmaking	\$279,000	\$279,000	The Denver Foundation will disburse awarded grant funds to a minimum of 30 organizations in amounts ranging from \$500.00 to \$10,000.00.



### CITY AND COUNTY OF DENVER DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY Community Support Mini Grant & Nonprofit Capacity Building Program PROGRAM YEAR 2025 NON-PERSONNEL BUDGET

(5) TOTAL NON-	PERSONNEL COSTS	\$500,000	\$500,000				
		\$0	\$0				
		\$0	\$0				
		\$0	\$0				
		\$0	\$0				
		\$0	\$0				
DIRECT COSTS EX TOTAL	CLUDED FROM MTDC	\$0	\$0	Includes the following, but not limited to:			
		\$35,000	\$35,000	TDF Administrative Fee of 7% to administer the program and disseminate the payments to the awardees.			
INDIRECT COSTS	TOTAL	\$35,000	\$35,000	Represents the common costs associated with the efforts of operations and is estimated using the Modified Total Direct Method			
		\$0	\$0				
		\$0	\$0				
		\$0	\$0				
Item	of Expenditure	Total Program Cost (\$)	DEDO Share of Cost (\$)	Brief Line Item Description & Justification (Please show justification for Total Cost in the Budget Narrative)			
	(1)	(2)	(3)	(4)			
B. Program: mm	nunity Support Mini Grant & Non	profit Capacity Building Prog	D: Contract Period:	April 1, 2025 - December 31, 2026			
A. Respondent:	The Denver Fo	oundation	C: Contract Number:	202578945			

# EXHIBIT C

### FISCAL SYSTEM DESIGN:

This section is designed to provide the financial and administrative requirements applicable to federally funded programs function as required partners in the One-Stop system. It contains the common requirements for grants and financial management found in OMB Uniform Guidance 2 CFR §200 and DOL Exceptions 2CFR §2900.

### 1.1 Cost Principles, Allowable Costs and Unallowable Costs

- 1.1.1 Costs must be necessary and reasonable. Any cost charge to a grant must be necessary and reasonable for the proper and efficient performance and administration of the grant. A grantee or subawardee is required to exercise sound business practices and to comply with its procedures for charging costs.
- 1.1.2 *Costs must be allocable:* A grantee may charge costs to the grant if those costs are clearly identifiable as benefiting the grant program. Costs charged to the grant should benefit only the grant program, not other programs or activities. In order to be allocable, a cost must be treated consistently with like costs and incurred specifically for the program being charged. Shared costs must benefit both the ETA grant and other work and be distributed in reasonable proportion to the benefits received.
- 1.1.3 Costs must be authorized or not prohibited under Federal, State, or local laws or regulations: Costs incurred must not be prohibited by any Federal, State, or local law.
- 1.1.4 *Costs must receive consistent treatment by a grantee*: A grantee must treat a cost uniformly across program elements and from year to year. Costs that are indirect for some programs cannot be considered direct ETA grant costs.
- 1.1.5 *Costs must not be used to meet matching or cost-sharing requirements:* A grantee may not use federally funded costs, whether direct or indirect, as match or to meet matching fund requirements unless specifically authorized by law.
- 1.1.6 *Costs must be adequately documented:* A grantee must document all costs in a manner consistent with GAAP. Examples include retaining evidence of competitive bidding for services or supplies, adequate time records for employees who charge time against the grant, invoices, receipts, purchase orders, etc.
- 1.1.7 *Costs must conform to ETA grant exclusions and limitations*: A grantee or sub-grantee may not charge a cost to the grant that is unallowable per the grant regulations or the cost limitations specified in the regulations.

### 2.1 Cash Management

Disbursements shall be processed through the Denver Economic Development & Opportunity(DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.

2.1.1 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor should submit expenses to DEDO on or before the last day of each month for the previous month's activity.

- 2.1.2 Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers need to be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
- 2.1.3 The Contractor shall submit the final voucher for reimbursement no later than thirty (30) days after the end of the contract period.
- 2.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget within the Scope of Work.
- 2.1.5 The standardized DEDO "Expense Certification Form" must be included with each reimbursement or draw-down request.

### 3.1 Expense Guidelines

- 3.1.1 Payroll
  - 3.1.1.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
  - 3.1.1.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
  - 3.1.1.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.
- 3.1.2 Fringe Benefits
  - 3.1.2.2 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will

be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

- 3.1.3 Food Purchases will not be reimbursed.
- 3.1.4 Administration and Overhead Cost Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.

### 4.1 Per Diem and Travel Expense Limitation

- 4.1.1 Service providers are required to develop and maintain policies regarding compensation for staff and participant travel costs. Meals, lodging, rental cars, airfare, mileage for employee-owned cars, and other travel expenses may be paid for staff and participants who travel as part of their job, training activity or grant purpose.
- 4.1.2 Documentation of the purpose and cost of travel must be maintained. The documentation should include the time of travel in order to compute and verify allowed per diem amounts. No employee may be reimbursed for expenses incurred in going to and from work. Lunches and/or dinners in your home office city outside the scope of an agenda are prohibited.

### 5.1 Procurement, Inventory and Disposal

- 5.1.1 Service providers are delegated authority to make purchases of equipment, supplies and services as described below. Service providers are responsible for ensuring the vendors selected are not debarred or suspended by checking the information on the following federal government website: http://epls.arnet.gov.
  - 5.1.1.1 Micro Purchases under \$3,000. All service providers may purchase items with a value of less than \$3,000 using any open and fair procurement method that best meets the agency's needs. The method should assist the service provider in obtaining a high quality product for a fair price. Documentation should be maintained of the need for the item and its benefit to the program.

5.1.1.2 Limited Solicitation for Services - The vendor agrees, at minimum, to follow the city's procurement policy as codified in the Denver Municipal Code of Regulations (DRMC) 20-61 through 20-69 and Executive Order 8 Memorandum B.

5.1.1.3 Formal Competition - Large Purchases over \$150,000 for services and for supplies. Large purchases are typically included in the provider

1000

agreement as part of the major purpose of the provider agreement, although this is not a requirement. Large purchases are subject to all the requirements of medium purchases, and in addition must use a formal, closed-bid procurement process. Service providers must obtain and document prior approval from DEDO.

- 5.1.1.4 *Inventory* Service providers must maintain physical control of the asset to ensure adequate safeguards are in place to prevent loss, damage or theft of property. Adequate maintenance procedures must be in place to keep the property in good condition.
- 5.1.1.5 *Disposition Service* Providers may dispose of equipment and supplies according to agency policy when the fair market value of the equipment unit, or the aggregate fair market value of the supplies, is less than \$5,000.

### 6.1 Program Income

- 6.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 6.1.2 Program income which was not anticipated at the time of the award may be added to the award and must be used for the purposes and under the conditions of the award. The cost of generating program income must be subtracted from the amount earned to establish the net amount of program income available for use under the award when these costs have not been charged to the program. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 6.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

### 7.1 General Reimbursement Requirements

7.1.1 *Invoices:* All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the

form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

7.2.1 *Capital Purchases:* As stewards of federal monies, DEDO must ensure that all purchases that are reimbursed with grant monies will fulfill the goals of the grant-funded program as stated in the Scope of Work. Significant purchases of capital (i.e., equipment) made in the last quarter of the contract will receive extra scrutiny to ensure that certain purchases will be used for grant-funded program needs. If it is found that capital purchases will not provide significant increased benefits to the grant-funded program, DEDO reserves the right to consider such costs as disallowed and reject requested reimbursement.

### 8.1 Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

- 8.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 8.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 8.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- 8.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 8.1.5 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 8.1.6 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

- 8.1.7 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 8.1.8 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

### 9.1 Audit Requirements

- 9.1.1 The Service Provider is responsible for independent annual audits of its Provider Agreement and costs associated therewith. If a Service Provider qualifies under the Single Audit Act amendments of 1996, the Service Provider shall have an audit conducted in accordance with Office of Management and Budget (OMB) Uniform Guidance §2 CFR Part 200 Subpart F and the applicable audit standards set forth in the Standards for Audit of Governmental Organizations, Programs, Activities, and Functions issued by the Comptroller General of the United States.
- 9.1.2 Any audit findings in connection with this Provider Agreement shall be resolved with the Grantor within 180 days of the publication of the final audit report. The Grantor may, in its sole discretion, also require additional audits. The Service Provider will pay these additional costs.
- 9.1.3 Responsibility for audit costs and for maintaining complete financial records remains with the service provider.
- 9.1.4 Service providers having a single audit conducted are to inform the auditing firm that audits are to be made in accordance with the:
  - Generally Accepted Governmental Auditing Standards (GAGAS)
  - OMB Uniform Guidance 2 CFR §200 Subpart F
  - AICPA Generally Accepted Auditing Standards

### 10.1 Budget Modification Requests

- 10.1.1. All modifications to the budget require submittal by Contractor of a written justification and the new budget documents.
- 10.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

### 11.1 Bonding

11.1.1 DEDO may require adequate fidelity bond coverage, in accordance with §2 C.F.R.
200.304(b), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

### 12.1 Records Retention

- 12.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 12.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.
- 12.1.3 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 12.1.4 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

### 13.1 Contract Close-Out

- 13.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within thirty (30) days after the Agreement end date, or sooner if required by DEDO in writing.
- 13.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
- 13.1.3 DEDO will close out the award when it determines that all applicable administrative and all required work of the contract have been completed.

# 14.1 Collection of Amounts Due

14.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may 1) Make an administrative offset against other requests for reimbursements, 2) other action permitted by law.

ACORD <sup>®</sup> CERTIFICATE OF LIABILITY INSURANCE									-	(MM/DD/YYYY) 25/2025		
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.												
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).												
	DUCER				CONTA	СТ						
599	Morton Insurance & Risk Management Minite   599 Topeka Way, Suite 301 FAX   Castle Rock CO 80109 ADRESS: contact@mortoninsurance.com											
Ca	STIE ROCK CO 80109				ADDRE							
				1			• •			NAIC #		
INSU	PED			DENFO-1	1		nsurance Gro	up		41386		
Th	e Denver Foundation urtney Clapp			DENIOT	L	кв: Pinnaco кс: Risk Pla	Assurance	ces		41190		
100	09 Grant Street				INSURE	RD: Coalition	n Insurance S	ervices				
De	nver CO 80203				INSURE	RE:						
					INSURE	RF:						
CO	VERAGES CER	TIFIC		NUMBER: 360451376				<b>REVISION NUMBER:</b>				
	HIS IS TO CERTIFY THAT THE POLICIES				VE BEE	N ISSUED TO				ICY PERIOD		
	DICATED. NOTWITHSTANDING ANY RE											
	ERTIFICATE MAY BE ISSUED OR MAY I XCLUSIONS AND CONDITIONS OF SUCH								O ALL I	HE TERMS,		
INSR		ADDL	SUBR		BEEN	POLICY EFF (MM/DD/YYYY)		LIM		1		
LTR A		INSD	WVD	POLICY NUMBER 3607-26-87 WUC		(MM/DD/++++) 1/1/2025	(MM/DD/YYYY) 1/1/2026		1			
							5	EACH OCCURRENCE DAMAGE TO RENTED	\$ 1,000,0			
							X.	PREMISES (Ea occurrence)	\$ 100,00			
	······						ie:	MED EXP (Any one person)	\$ 10,000			
							6	PERSONAL & ADV INJURY	\$ 1,000,0	000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,0	000		
	X POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG		000		
	OTHER: https://wd15.i-c								\$			
A				7362-58-26		1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,0	\$ 1,000,000		
	ANY AUTO						1	BODILY INJURY (Per person)	\$			
	ALL OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident	:) \$			
	X HIRED AUTOS X NON-OWNED AUTOS						8	PROPERTY DAMAGE (Per accident)	\$			
									\$			
A	X UMBRELLA LIAB X OCCUR			5671-64-52		1/1/2025	1/1/2026	EACH OCCURRENCE	\$ 10,000	0,000		
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$ 10,000	),000		
	DED RETENTION \$								\$			
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4241271		1/1/2025	1/1/2026	X PER OTH- STATUTE ER				
		N/A						E.L. EACH ACCIDENT	\$ 1,000,0	000		
	OFFICER/MEMBER EXCLUDED?							E.L. DISEASE - EA EMPLOYE	E \$ 1,000,	000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000,0	000		
A C	Business Pers Prop D&O			3607-26-87 WUC GQ732DMLA253		1/1/2025 1/1/2025	1/1/2026 1/1/2026	Property D&O	150,00 5,000,0			
D	Cyber Liability			CCP1009723-00		2/7/2025	2/7/2026	Cyber	1,000,0	000		
				· .								
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC 732DMLA220, D&O Excess: 5,000,000	LES (A	CORE	101, Additional Remarks Schedu	ile, may b	e attached if mo	re space is requir	ed)				
GQ	322DMLA220, Crime Excess: 1,000,000	)										
As	required by written contact, the City and	Cou	nty of	Denver, its Elected and A	ppointe	d Officials, Er	mployees and	Volunteers are included	as Addi	tional Insured		
IOF	the Commercial General Liability and the	e Bus	siness									
CE	RTIFICATE HOLDER				CANC	ELLATION	30					
				2.						1		
	City and County of Denver Department of Economic D	evel	opm	ent & Opportunity	THE	EXPIRATION	N DATE THE	ESCRIBED POLICIES BE ( EREOF, NOTICE WILL EY PROVISIONS.				
	101 W Colfax Ave			-	AUTHO	RIZED REPRESE	NTATIVE					
	Suite 850 Denver CO 80202					viel. yene						

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD EXHIBIT D PAGE 1 OF 1