

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

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **MILE HIGH UNITED WAY, INC.**, a Colorado nonprofit corporation, whose address is 711 Park Avenue West, Denver, Colorado 80205 (the “Contractor”), jointly “the parties”.

### **RECITALS:**

**A.** The novel coronavirus (COVID-19) is a global pandemic impacting people and economies worldwide; and

**B.** The Mayor declared a state of local disaster emergency on March 12, 2020, pursuant to C.R.S. 24-33.5-701, et seq., brought on by the spread of COVID-19; the Governor of the State of Colorado declared a Disaster Emergency (D 2020 003) dated March 11, 2020, on the same basis; and the President of the United States issued a Declaration of Emergency on March 13, 2020 due to the COVID-19 crisis; and

**C.** Due to the COVID-19 pandemic and the ongoing public health emergency that Colorado has been battling since March of 2020, many small businesses in the city, including those that are subject to mandatory capacity restrictions, have suffered severe declines in revenue during the pandemic; and

**D.** The closure of small businesses in the city also has a devastating effect on employees of those businesses, will further strain the state's unemployment insurance program, and will have other ripple effects throughout the state; and

**E.** As the city moves to heightened restrictions on business operations to help contain COVID-19 and to protect the health of all Coloradans, it is imperative that the city and the state provide relief to those small businesses in order to stem the tide of business closures, protect the state's and the city's economy and their communities, and help small businesses continue their operations and retain their employees; and

**F.** Pursuant to Senate Bill 20B-001, the State created in the Division of Local Government in the Department of Local Affairs a small business relief program (the “Program”) to allocate money to eligible local governments to provide relief payments to eligible small businesses operating within the geographical boundaries of those eligible local governments; and

**G.** The City, through its Denver Economic Development & Opportunity (“DEDO”) office, was allocated money pursuant to the Program; and

H. DEDO does not have the resources available to perform the services as described herein related to the distribution of relief payments to eligible small businesses within the City pursuant to the Program; and

I. The City wishes for the Contractor to provide the services described herein.

**NOW THEREFORE**, in consideration of the premises and the Parties' mutual covenants and obligations, the Parties agree as follows:

1. **COORDINATION AND LIAISON:** 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. **SERVICES TO BE PERFORMED:**

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, the 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. **TERM:** This Agreement will commence on January 1, 2021, and will expire on December 31, 2021 (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. **COMPENSATION AND PAYMENT:**

a. **Budget:** 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. **Reimbursable Expenses:** There are no reimbursable expenses allowed under this Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit B**.

c. **Invoicing:** 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. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FOUR MILLION FIVE HUNDRED ONE THOUSAND FORTY-THREE DOLLARS AND NO CENTS (\$4,501,043.00)** (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 obligation of the City for payments under this agreement, whether direct or contingent, is limited to monies appropriated by the General Assembly of the State of Colorado and the City Council and paid into the City Treasury under the Small Business Relief Program described in Senate Bill 20B-001, 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. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) 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, kickbacks, collusive bidding, bid-rigging, 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:** 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 the City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the forgoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability

Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all time comply with D.R.M.C. 20-276.

**8. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the 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. INSURANCE:**

**a. General Conditions:** The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of this Agreement. 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 contain a valid provision or endorsement requiring notification to the City in the event any of the above-described 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. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance

coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**b. Proof of Insurance:** The Contractor shall provide a copy of this Agreement to its insurance agent or broker. 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 C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

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

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

**e. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. The Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. The Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**f. Workers' Compensation/Employer's Liability Insurance:** The Contractor shall maintain the coverage as required by statute for each work location and

shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. The Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date the Contractor executes this Agreement.

**g. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

**h. Business Automobile Liability:** The Contractor shall maintain Business Automobile Liability with 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. Additional Provisions:**

(i) For Commercial General Liability, the policy must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are outside the limits of liability;
- (c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

- (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.
- (b) The Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required

per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

**10. DEFENSE AND INDEMNIFICATION:**

**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. **TAXES, CHARGES AND PENALTIES:** The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* 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. **ASSIGNMENT; SUBCONTRACTING:** 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 sub-consultant, subcontractor or assign.

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

14. **NO THIRD PARTY BENEFICIARY:** 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. **NO AUTHORITY TO BIND CITY TO CONTRACTS:** 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. **SEVERABILITY:** Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent

jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**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. NOTICES:** 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  
101 W. Colfax, Suite 850  
Denver, CO 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. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:**

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

**b.** The Contractor certifies that:

**(1)** At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

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

**c.** The Contractor also agrees and represents that:

**(1)** It shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

**(2)** It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

**(3)** It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

**(4)** It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

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

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

20. **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.

21. **GOVERNING LAW; VENUE:** 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).

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or 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, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**23. COMPLIANCE WITH ALL LAWS:** 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.

**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. NO CONSTRUCTION AGAINST DRAFTING PARTY:** 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. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.

**27. INTELLECTUAL PROPERTY RIGHTS:** 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. SURVIVAL OF CERTAIN PROVISIONS:** 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. ADVERTISING AND PUBLIC DISCLOSURE:** 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. CONFIDENTIAL INFORMATION:**

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

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

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

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



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

OEDEV-202157370-00  
MILE HIGH UNITED WAY, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

OEDEV-202157370-00  
MILE HIGH UNITED WAY, INC.

By: SEE NEXT PAGE

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

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

ATTEST: [if required]

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

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

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

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

OEDEV-202157370-00  
MILE HIGH UNITED WAY, INC.

By: 

Name: Michael Burke  
(please print)

Title: Chief Financial Officer  
(please print)

ATTEST: [if required]

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

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

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

**Exhibit A**  
**SCOPE OF SERVICES**  
**PROJECT NAME: Mile High United Way – SMALL BUSINESS RELIEF FUND (SBERF)**  
*Under SB20B-001 Program*  
**ACTIVITY NAME: CITY of DENVER SMALL BUSINESS RELIEF from COVID19 Impacts**  
**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY (DEDO)**

**INTRODUCTION**

**Period of Performance Start and End Dates:** January 1, 2021 – December 31, 2021

**PROJECT DESCRIPTION:**

- The purpose of this contract agreement is to provide a contract for **\$4,501,043.00** through the Denver Office of Economic Development and Opportunity’s (DEDO) Division of Business Development. **In response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Fund Program (SBERF), DEDO will provide assistance in the form of grants to eligible Denver businesses experiencing economic impacts resulting from COVID-19.** These funds will be provided to Mile High United Way (MHUW) and drawn from the Small Business Emergency Relief Fund Program Grant Funds set forth in Exhibit B Budget. Any extension of the program shall be at the DEDO’s sole discretion. This award is not for Research and Development (R&D).

**Funding Source:** State General Funds – SB20B-001  
**Amount:** \$4,501,043.00

Small Business Relief Grants	<b>\$4,501,043.00</b>
------------------------------	-----------------------

**Organization:** Mile High United Way  
**EIN#:** 84-0404235  
**DUNS#:** 064071343  
**SAM.gov Expiration Date:** 11/03/2021  
**Address:** 711 Park Avenue West, Denver CO 80205  
**Contact Person:** Michael Burke  
**Phone:** (303)-561-2210  
**Email:** [Michael.Burke@unitedwaydenver.org](mailto:Michael.Burke@unitedwaydenver.org)

**Organization Type:**

- Non-Profit    For-Profit    Individual    Partnership    Corporation    Publicly Owned  
 Other

**Contractor Relationship:**

- Unit of Government    Public Agency    Sub-awardee/Subrecipient    Vendor    Beneficiary  
 Community Based Development Organization (CBDO)

**ACTIVITY DESCRIPTION:**

***Description of Activity and Program Requirements and Responsibilities***

MHUW is a 501(c)3 non-profit community outreach center based in Denver, Colorado which opened in 2014 and whose work includes facilitating grants and donor-directed funding payments. MHUW houses the organization’s staff and programs including the 2-1-1 Help Center that responds to more than 78,000 requests for help each year from individuals and businesses. MHUW will prepare a letter (with content

provided by DEDO) on their letterhead to accompany the grant disbursement to the qualified business. The letter shall be subject to DEDO’s review and approval prior to delivery to grant recipients. MHUW will provide a weekly list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation.

**1. Description of Activity:** The purpose of this contract agreement is to provide a not to exceed award for up to **\$4,501,043.00** as set forth in Ex B-Budget through the Denver Office of Economic Development and Opportunity’s (DEDO) in response to the COVID-19 outbreak, and as part of its Small Business Emergency Relief Program. DEDO will provide to Mile High United Way, for disbursement to eligible Denver businesses, grant funds under the Small Business Emergency Relief program for the purpose of increased mitigation of negative economic impacts of small businesses due to the COVID19 Pandemic.

**2. Funds will be used for:** MHUW to prepare and deliver micro grants (either electronically or by mail) to qualifying small businesses as directed by DEDO and to issue the IRS1099 forms to grant recipients. Allotment of Funds will include **\$4,501,043.00** to be utilized for small businesses through the previously established Small Business Emergency Relief Fund Program (SBERF). Funding also covers administrative support to MHUW for the management, consultation and technical support of this program.

**3. Implementation Plan and Timeline:**

The following table outlines the implementation plan and timelines for this contract:

Task	Projected Beginning & End Dates
Prepare payments to businesses referred by DEDO staff and issue to awarded businesses within five business days.	January 2021 through December 2021
Provide consulting and technical assistance services to DEDO	January 2021 through December 2021

**BUDGET:**

Please refer to Ex B-Budget Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations.  Yes  No

If Yes, describe:

Non-personnel costs are being funded.  Yes  No

**REPORTING:**

Under the SBERF grant program, MHUW will provide weekly a list of all grants paid out, including business name, payment date, and amount, with accompanying proof of payment documentation. MHUW will also provide proof of issuance of the IRS1099 issued to grant recipients.

Regardless of when the executed contract was received by the Contractor, Contractor is responsible for submitting a report from the start date of the contract; even if no activity was conducted or expensed. Contractor should report “No Activity” or outline those activities reimbursed with grant funds. If the Contractor completes the project and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.

Contractor will email the aforementioned report to the Business Development Representative: Joanne Greek at [joanne.greek@denvergov.org](mailto:joanne.greek@denvergov.org)



# Ex B - Program Budget and Cost Allocation Plan Summary

Contractor Name: Mile High United Way Program Year: 2021

Project : Mile High United Way - SMALL BUSINESS RELIEF FUNDING (SBERF) Under SB20B-001 State of CO Program STATE of CO SMALL BUSINESS RELIEF for DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY DEDO - SMALL BUSINESS RELIEF FUND (SBERF) Under SB20B-001 State of CO

Contract Dates: 1/1/2021 to 12/31/2021 DEDO Project Specialist Joanne Greek

Budget Category	Agency Total (All Funding Sources)
<b>Personnel: Name and Job Title</b>	Total
<i>Job Title</i>	\$0.00
<i>Job Title</i>	\$0.00
<b>Total Salary:</b>	
<b>Fringes</b>	
<b>Personnel Total:</b>	
<b>Non-Personnel:</b>	Total
Small Business Emergency Relief Fund (SBERF)	\$4,286,707.62
Other Direct Expense Administrative Costs (SBERF)	\$214,335.38
	\$0.00
	\$0.00
	\$0.00
	\$0.00
<b>Total Non-Personnel</b>	<b>4,501,043</b>
<b>Total Project Cost</b>	<b>4,501,043</b>
<b>Program Income (through funded activities)</b>	
<b>Non-Project:</b>	
<i>Personnel Costs:</i>	
<i>Non-Personnel Costs:</i>	
<i>Other (Specify):</i>	
<b>Total Non-Project Cost</b>	<b>-</b>
<b>Grand Total</b>	<b>4,501,043</b>

**Ex B1 - Budget Narrative**

**Mile High United Way**

**PROJECT NAME: Mile High United Way – SMALL BUSINESS EMERGENCY RELIEF FUND (SBERF)**

***Funded by STATE of CO SB20B-001***

**ACTIVITY NAME: CITY of DENVER SMALL BUSINESS RELIEF from COVID19 Impacts**

**Denver Economic Development & Opportunity (DEDO)**

**A. Direct Services:**

Mile High United Way will administer the State of Colorado’s SMALL BUSINESS RELIEF PROGRAM Grant made available to the City and County of Denver under **SB20B-001**.

The program will allow for the disbursement of grant funds, up to a maximum of \$7,000 for eligible small businesses for the purposes of increased mitigation of negative economic impacts of small businesses due to the COVID19 Pandemic.

Grants will include up to but no more than **\$4,286,707.62** to be utilized for small businesses through the previously established Small Business Emergency Relief Fund (SBERF)

**TOTAL Direct Expenses: \$4,286,707.62**

**B. Other Direct Expense:**

The Grant will fund the Small Business Emergency Relief Fund (SBERF). Mile High United Way will collect 5% of total direct costs which will not exceed **\$214,335.38**.

Administrative Fee (5% of total direct costs on gross grant awards of (\$4,286,707.62): **\$214,335.38**

This will be distributed as described in the Fee and Payment Schedule included in this Exhibit B-1.

**TOTAL Professional Services: \$214,335.38**

**TOTAL Amount Requested from DEDO: \$4,501,043.00**

At DEDO’s discretion, modifications to any services that require line item budget changes, which do not increase the total funding to the Contractor and do not modify the total maximum administration fee, may be made without a formal budget modification process.

**C. Fee and Payment Schedule**

1. The maximum budget for this contract is **\$4,501,043.00** to fund the Small Business Emergency Relief Fund (SBERF), inclusive of (i) grants disbursed to grant recipients and (ii) fees to MHUW as further described herein and as set forth in the Fee Schedule below.
2. An initial transfer of **\$4,286,707.62** is expected to be made at the onset of the project, which shall be disbursed as grants to eligible businesses as identified by DEDO under the SBERF. DEDO may change the amount of this initial payment in its sole discretion. If the total grants disbursed do not equal the maximum allowable disbursement amount, or if this Agreement is terminated by the City, upon completion of the program or termination by the City, as applicable, MHUW shall reimburse DEDO the remaining amount, through a credit in the final invoice or through direct payment at the direction of DEDO Finance.

**Ex B1 - Budget Narrative**

**Mile High United Way**

**PROJECT NAME: Mile High United Way – SMALL BUSINESS EMERGENCY RELIEF FUND (SBERF)**

***Funded by STATE of CO SB20B-001***

**ACTIVITY NAME: CITY of DENVER SMALL BUSINESS RELIEF from COVID19 Impacts**

**Denver Economic Development & Opportunity (DEDO)**

3. MHUW may invoice against the administrative support fee periodically. MHUW may invoice periodically up to 5% of the grant amounts disbursed under the Small Business Emergency Relief Fund (SBERF), with the appropriate supporting documentation provided by MHUW as set forth in the applicable Scope of Work, including the issuance of the IRS1099s. The total administrative fee is not to exceed **\$214,335.38**.
  
4. The parties may mutually agree to adjust the payment schedule in the event actual work performed warrants an adjustment, but in no event shall total funds received by MHUW exceed the Maximum Contract Amount or the “Total” set forth in the Fee Schedule table below.

**Fee Schedule**

<b>Service</b>	<b>Budget</b>
Small Business Emergency Relief Fund (SBERF)	<b>\$4,286,707.62</b>
Administrative support fee	<b>\$214,335.38</b>
<b>Total:</b>	<b>\$4,501,043.00</b>





Ex C

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/25/2020

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

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

<b>PRODUCER</b> IMA Select LLC 1705 17th Street Suite 100 Denver CO 80202	<b>CONTACT NAME:</b> Katie Sunwold <b>PHONE (A/C No. Ext):</b> 303-615-7723 <b>E-MAIL ADDRESS:</b> katie.sunwold@imacorp.com	<b>FAX (A/C, No):</b> 303-534-0600
	<b>INSURER(S) AFFORDING COVERAGE</b>	
License#: PC-1115916 MILEHIG-03	<b>INSURER A:</b> Philadelphia Indemnity Insuran	18058
<b>INSURED</b> Mile High United Way Inc 711 Park Avenue West Denver, CO 80205	<b>INSURER B:</b> *Pinnacol Assurance	41190
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 1436412242 **REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PHPK2183844	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	PHPK2183844	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	PHUB739156	9/30/2020	9/30/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	4097077	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cyber Liability			PHSD1576872	9/30/2020	9/30/2021	Per Claim & Aggregate \$2,000,000
A	Professional Liability			PHPK2183844	9/30/2020	9/30/2021	Per Claim (\$1M), Agg \$2,000,000
A	Sexual Abuse & Molestation			PHPK2183844	9/30/2020	9/30/2021	Per Claim & Aggregate \$1,000,000

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

The City and County of Denver Office of Economic Development, its elected and appointed officials, employees and volunteers are named as Additional Insured with regards to the General Liability and Auto Liability Policies.

**CERTIFICATE HOLDER** **CANCELLATION**

City & County of Denver Office of Economic Development 201 W Colfax Avenue, Department 1005 Denver CO 802020000 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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