

A G R E E M E N T

THIS AGREEMENT between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado and **COURT CHILD CARE CENTER**, a Colorado nonprofit corporation d/b/a/ Denver Warm Welcome Court Child Care Center, with an address of c/o Bailey & Peterson, PC, 1660 Lincoln Street, Suite 3175, Denver, Colorado 80264 (that Agreement; the “Agreement”).

RECITALS

A. The City wishes to lease a portion of the City-owned facility located at 270 14th Street, Denver, Colorado, to Contractor for it to provide for child care services to infants and small children who have accompanied individuals conducting business with the Court to facilitate the orderly and efficient transaction of the Court’s business; and

B. Contractor is a nonprofit organization that will provide child care services through a licensed and qualified child care provider agency.

NOW, THEREFORE, the parties hereby agree as follows:

1. DEFINITIONS.

- a.** “Abandoned Items” has the meaning set forth in Section 12.
- b.** “Authorized Clients” means Court Clients and other individuals designated to receive Child Care Services at the Site as agreed upon by the Presiding Judge and Contractor in writing.
- c.** “Center” and “Contractor” means Court Child Care Center, its officers, directors, agents, subcontractors, successors or assigns.
- d.** “Certification Ordinance” means the ordinance identified in Section 30 (a) of the Agreement.
- e.** “Child Care Services” means child care services provided to Authorized Clients at the Site under the Agreement.
- f.** “City” means the City and County of a Denver a municipal corporation of the State of Colorado.
- g.** “City Representative” means the Presiding Judge of the Denver County Court or his or her designee.
- h.** “Code” or “D.R.M.C.” means the Denver Revised Municipal Code.
- i.** “Commencement Date” is 12:00 a.m. January 1, 2014.
- j.** “Common Areas” means portions of the Building that are made available on a non-exclusive basis for general use in common of tenants, their employees, agents and invitees.

- k.** “Contractor” or “Center” means the Court Child Care Center.
- l.** “Court Administrator” means the administrator of Denver County Court.
- m.** “Court Clients” means those children whose parents, or the caregivers for the children, are defendants, witnesses, jurors, or other interested parties to matters before the Denver District, Denver Probate, Denver Juvenile, or Denver County Courts.
- n.** “Covered Worker” or “Covered Workers” has the meaning set forth in § 20-80(a) of the Denver Revised Municipal Code.
- o.** “Denver Courts” means the Denver County, District, Juvenile and or Probate Courts.
- p.** “Hazardous Substance” or “Hazardous Substances” means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government; any material or substance that is defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law; and includes asbestos, polychlorinated biphenyls, and petroleum.
- q.** “Include,” “includes,” and “including” (regardless of whether capitalized) are to be read as if they were followed by the phrase “without limitation” unless expressly qualified by words of limitation.
- r.** “Initial Expiration Date” is 11:59 p.m. December 31, 2014.
- s.** “Living Wage” refers to the wage(s) to be paid in accordance with Section 20-80 of the Code.
- t.** “Maximum Payment” means the total, maximum obligation of the City to Contractor under the Agreement that is to be paid by the City during the entire Term of the Agreement.
- u.** “Oversight Services” means Contractor’s responsibilities regarding provision of Child Care Services.
- v.** “Party” and “parties” (regardless of whether capitalized) refer only to the named entity(ies) that are signatories to the Agreement.
- w.** “Primary Term” means the period of time between the Commencement Date and Initial Expiration Date, inclusively.
- x.** “Provider” means the duly authorized subcontractor identified in Section 22.b. that performs the Child Care Services to Authorized Clients.
- y.** “Renewal Term” has the meaning set forth in Section 5.a.

z. “Services” means Child Care Services and Oversight Services, including performance of service or work by Provider.

aa. “Signs” means any sign, lettering, decal or design of Contractor placed in or upon the Site that is visible from the exterior of the Site.

bb. “Site” means the leased premises, as described in Section 6.a., below, including interior and exterior space but excluding common areas.

cc. “Subcontractor” means any entity providing any good or service under the Agreement, including independent contractors, suppliers or other entities.

dd. “Term” means the Primary Term and any Renewal Term. This definition, including its use, is case sensitive.

ee. “term” or “terms” means “terms, conditions, and covenants” of the Agreement. This definition, including use of these words, is case sensitive.

ff. “Trade Fixtures” means all trade fixtures, machinery, cabling and wiring, furnishings or other personal property installed at the Site and used in connection with the Child Care Services.

2. COORDINATION AND LIAISON.

a. Center shall fully coordinate all Services with the Presiding Judge of the Denver County Court (“Presiding Judge”) or his or her designee. The Court’s authorized representative for the purposes of contract administration is the Court Administrator. Also, as directed by the Presiding Judge or Court Administrator or both, Contractor shall coordinate matters with the Director of the Division of Real Estate. Unless otherwise expressly set forth in the Agreement, Center shall submit all correspondence, notices, and invoices to the Court Administrator.

b. All records, data, and documentation prepared by Center or on behalf of Center under the Agreement, when delivered to and accepted by the Presiding Judge, becomes the property of the City. Contractor shall allow the City to review any of the procedures used in performing Services, and to make available for inspection notes and other documents used in connection with the provision of Services and those relating to use and occupancy of the Site.

3. SERVICES TO BE PROVIDED.

a. Child Care Services. Throughout the duration of the Agreement, Contractor shall provide Child Care Services or cause them to be provided. In accordance with the terms of the Agreement, Contractor may subcontract with a Provider to perform Child Care Services. The parties acknowledge that the operation of a child care facility under the Agreement is a “[p]ublic services short-term child care facility” as defined in § 26-6-102 (6.7), C.R.S. 2013. Contractor shall comply with and shall ensure Provider complies with § 26-6-103.5, C.R.S. 2013.

b. Limitations; Hours of Operation.

1. Beginning on the Commencement Date and through the Term of the Agreement, Contractor shall provide Child Care Services or shall cause them to be provided at all times by way of properly trained, competent, and properly supervised personnel, for not more than twenty (20) children at any given time (of which there may not be more than five (5) infants at any given time) on a short term drop-in basis. All children must be between the ages of six weeks and twelve years of age, inclusive. Contractor shall establish and maintain a separate area within the Site for infant care. Child Care Services may only be provided to Authorized Clients and must be provided in accordance with **Exhibit A**.

2. Contractor shall provide or cause Child Care Services to be provided, Monday through Friday year-round at the Site, except for days when any of the Denver Courts are closed due to closure of City or State offices, unless otherwise modified by Contractor or Provider and the City Representative in writing. The Center must be open to provide services to Authorized Clients from 7:30 a.m. to 5:00 p.m., M.S.T., excluding lunch hour from 12:00 p.m. to 1 p.m.

c. **Standard of Child Care Services.** All Child Care Services must be provided in accordance with the Agreement and in full compliance with all applicable rules and regulations regarding child care, including those adopted by the Colorado Department of Human Services, effective as of the date of such child care.

d. **Investigations.** Contractor shall immediately notify the Presiding Judge of any investigation commenced, or any action taken, by any governmental agency, including the City's Department of Environmental Health, Division of Public Health Inspections, regarding or arising out of provision of Child Care Services and operation of the Court Child Care Center.

e. **Observation of Child Care Activities.** The City has the right to visit the Site and observe Child Care Services at any time with or without advance notice to Contractor. The City Representative is responsible for designating persons from the City who visit and observe as authorized representatives and will do so by either providing written or verbal documentation to Contractor. Contractor shall verify that each such visitor is an authorized representative by verifying that the person has been authorized by the City Representative and by inspecting the person's driver's license or other picture identification card (e.g., City and County of Denver identification badge). Contractor shall ensure that all authorized representatives sign the visitors log upon entry. Contractor may refuse access to visitors for whom the procedures above are not followed.

f. **Security.** Contractor is responsible for securing the Site and maintaining security systems and measures. The City has the right to enter the Site at reasonable hours to examine and inspect security and Contractor covenants that it will allow the City to enter the Site in accordance with this right. Contractor shall inspect such person's City and County of Denver identification badge and ensure that they sign the visitors log upon entry.

4. COMPENSATION AND PAYMENT; APPROPRIATION.

a. The sole compensation to be paid for Services provided and costs incurred under the Agreement during the Primary Term, may not exceed **Two Hundred Five Thousand Two**

Hundred Twenty-Five Dollars and Eight Cents (\$205,225.08). The sole compensation to be paid for Services provided and costs incurred under the Agreement for each of the four Renewal Terms is set forth in **Exhibit A**. The Maximum Payment for all services under the Agreement may not exceed **One Million Eighty Thousand Four Hundred Ninety-Two Dollars and Eighty-Eight Cents (\$1,080,492.88)**. No more than the amounts listed in the categories specified in **Exhibit A** may be spent for the purposes specified therein, except that the following budget modifications may be made provided no modification causes the total amount of the budgets for the Term to exceed the Maximum Payment: 1) line items within the budget for any given Renewal Term may be modified within said Renewal Term upon the prior written approval of the Presiding Judge; and, 2) the budgets for the Renewal Terms may be increased or decreased by an amount not to exceed five percent (5%) of the highest budget being modified upon the prior written approval of the Presiding Judge as long as the total budget for the Term does not require an upward adjustment of the Maximum Payment. Disbursement of funds is limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of Contractor to carry out the activities contained in the Agreement and the exhibits attached hereto.

b. The Agreement is funded solely by the Denver Victim Assistance and Law Enforcement (VALE) Fund. The parties acknowledge that the course of dealing with regard to invoicing and payments for services and child care services under the previous contracts relating to the subject matter of the Agreement is that the provider of child care services submitted invoices directly to the Court Administrator and the Court Administrator issued payment for child care services directly to that provider and that no payments were made to the Center for its obligations under those previous contracts. The parties consider this course of dealing to be compliant with the terms of those previous contracts and by the Agreement do not intend to alter the course of dealing but expressly clarify the manner by which invoices are submitted and satisfaction of payment obligations as follows:

c. Contractor shall ensure that by the fifteenth day of each month the invoice (including all back up documentation evidencing, in detail, the nature and propriety of the charges, such as time sheets, payrolls, receipts, and any other document pertinent in light of the nature of services to be performed under the Agreement) for Child Care Services provided during the preceding month is submitted to the Court Administrator. By the last business day of the month, Contractor shall submit a statement (and supporting documentation if requested by the City) listing all donations, contributions, or grants it received, if any, concerning the Child Care Center. Contractor shall ensure that an authorized representative of the entity submitting the invoice to the City certifies the accuracy of each invoice and that each invoice references the Contract Control number of the Agreement as designated below on the City's signature page. Upon receipt and approval of invoices by the Court Administrator, the City shall issue payments for Child Care Services subject to its procedures. Payments will be made payable to and issued directly the Provider, unless otherwise agreed to by the parties.

d. All of the City's obligations related to or arising out of the Agreement are subject to and contingent upon the continuing availability of monies designated for the purposes of funding the operation and maintenance of a Denver Court Child Care Center from the VALE Fund. If the VALE Fund does not contain sufficient funds to enable the City to make all or any part of the above payments to Contractor, then 1) the parties may terminate or suspend the

Agreement upon mutual written agreement; or 2) Contractor may elect to continue to perform under the Agreement. The City is not obligated to seek other monies through appropriations or otherwise to provide any of the above payments. Contractor acknowledges that (i) the City does not by the Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) the Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. TERM.

a. Primary Term/Renewal Terms. The term of the Agreement is from the Commencement Date and expires on the Initial Expiration Date, unless sooner terminated. The City has the option to renew the Primary Term for up to four (4) additional one year terms (each a "Renewal Term"). The First Renewal Term is from January 1, 2015, to December 31, 2015; the Second Renewal Term is from January 1, 2016, to December 31, 2016; the Third Renewal Term is from January 1, 2017, to December 31, 2017; and the Fourth Renewal Term is from January 1, 2018, to December 31, 2018. Each Renewal Term will be deemed to have been exercised by the City upon effective date of City Council action in appropriating funds for the City's payment obligations under the Agreement for another year, provided, however, that the Presiding Judge may nullify the exercise of any option by providing written notice to Contractor within 30 days of the effective date of the corresponding City Council action. This right to nullify is in addition to the City's termination rights set forth elsewhere in the Agreement. Other than exercise of the option for a Renewal Term, which also serves to authorize payment for Child Care Services for each Renewal Term, no modifications may be made to the terms of the Agreement unless done by written amendment executed in the same manner as this instrument. If an appropriation for the Agreement is not made for a future fiscal year, the City will be deemed to have thereby failed to exercise its option to renew the Agreement for the subsequent Renewal Term and the Agreement will terminate at the expiration of the then current Term. If the City exercises its option to renew the Agreement, its obligation to make payments to Contractor only extend to monies appropriated by the Denver City Council, paid into the City Treasury, and encumbered for the purposes of the Agreement.

b. Upon the expiration or earlier termination of the Agreement, Contractor shall surrender and deliver possession of the Site to the City. In the event that Contractor fails to surrender the Site upon termination or expiration of the Agreement, then Contractor shall remain in the Site only at the will of the City and shall defend and indemnify City against any and all loss or liability resulting from any delay of Contractor in not surrendering the Site.

6. SITE LEASE.

a. Subject to the terms of the Agreement, the City hereby grants to Contractor, and Contractor accepts from the City, the exclusive use and occupancy of the site located at 270 Fourteenth Street, Denver, Colorado 80202, which contains approximately 4,373 square feet of rentable area, (2,315 square feet of interior space and 2,058 square feet for exterior) as more particularly shown in **Exhibit B**, together with all improvements and appurtenances located thereon, for Contractor's use in providing Services ("Site"). The City further grants to Contractor, its agents, employees and invitees, the nonexclusive right to use the Common Areas of the Building. The City has the right from time to time to change the location or character of

the Common Areas, make alterations, additions, or repairs to the Common Areas. Contractor shall pay to the City as rent for the space, One Dollar (\$1.00) per year.

b. During the Term, the City shall, furnish or cause to be furnished the electricity, gas and water necessary to serve the Site. During the time Contractor occupies the Site, the City further agrees to furnish central heat and air conditioning in season, at such times as the City normally furnishes those services for the building in which the Site is located; electrical facilities at standard outlets for sufficient power to operate data processing machines, photocopy machines, personal computers, and similar machines; mechanical, exterior and common space maintenance services; HVAC maintenance services; and telephone conduits as designated for the Site by the Design Plan.

c. At no additional charge to Contractor, the City shall provide local telephone service for the child care facility space, for Contractor's use in providing Child Care Services. The City shall further provide access to long distance telephone service for the child care facility space, for Contractor's use in providing Child Care Services under the Agreement, provided that Contractor shall immediately, upon notice from the City, reimburse the City for any and all long distance or other special charges incurred by any person using such line, whether or not such person is employed by or was authorized by Contractor to incur such charges on the line, and whether or not such charge was actually incurred in the course of Contractor's business in providing its services hereunder.

d. Contractor shall furnish at its expense all furniture, equipment, wiring, cabling, and supplies which are required for the proper and adequate performance of Contractor's duties under the Agreement. Contractor is responsible for maintaining all equipment and furniture in good and safe condition, including repair and replacement when necessary, without reimbursement from the City.

e. The Agreement was entered into after completion of the Justice Center. With the approval of Contractor's Board of Directors, which approval may not be unreasonably withheld, the City has the right to relocate the site for services from the Site to the Justice Center, excepting the Van Cise-Simonet Detention Center, provided, however, that the Center will not be liable for construction or relocation costs.

7. USE. The Site is to be used and occupied by Contractor solely for the purpose of operating a child care center. Contractor shall use the premises in a careful, safe, and proper manner; and shall not use or permit the Site to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. Contractor shall not commit or suffer to be committed any waste or damage upon the Site or any nuisance to be created or maintained thereon. Contractor shall also keep the Site free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, and agents. The City shall collect garbage from the dumpster outside the Site in the normal and usual course of City garbage collection.

8. REPAIRS.

a. By City. Unless otherwise expressly stipulated herein, City is not required to maintain or make any other improvements to or repairs of any kind or character on the Site during the Term, with the limited exception of: 1) repairs as may be deemed necessary by City for normal maintenance operations of the Site; 2) standard building interior maintenance services customarily provided by the City to office tenants including replacement of light bulbs as necessary and waxing of floors on a quarterly basis; and 3) maintenance of the structural integrity of the building and building systems, including glass, similar to maintenance performed on other City facilities by the City's Department of General Services.

b. By Contractor. Contractor is responsible for all repair and maintenance to the Site that may be required due to damages caused by Contractor's negligence, or the negligence of Contractor's employees, agents or subcontractors, and, except as provided in Section 8.a., for any repairs and maintenance required due to Contractor's use of the Leased Premises beyond normal wear and tear. Contractor shall make no alterations in or additions or repairs to, nor post any signage on, the Site without first obtaining the written consent of City, which City shall grant or withhold in its sole discretion. Contractor shall, after obtaining the City's written consent, repair any damage resulting from Contractor's occupancy of the Site.

9. TRADE FIXTURES. Upon the City's prior written consent, which may not be unreasonably withheld, Contractor may install Trade Fixtures; provided the Trade Fixtures must be installed and maintained in a proper, lawful and workmanlike manner, without causing damage to the Site, and may not interfere with or damage the mechanical or electrical systems or the structure of the Building. Contractor shall submit an annual inventory list of Trade Fixtures to the Presiding Judge and the Director of Real Estate. Contractor shall promptly repair at its own expense any damage to the Site or the Building resulting from the installation or removal of Trade Fixtures. If Trade Fixtures are not removed within a reasonable period after the expiration or earlier termination of the Term: 1) they will be deemed conclusively to have been abandoned by Contractor; 2) they may be appropriated, sold, destroyed or otherwise disposed of by the City without notice or obligation to compensate Contractor or to account therefore; and 3) Contractor is liable to the City for all reasonable costs incurred by the City in connection with the removal and disposition of Trade Fixtures.

10. SIGNS. All Signs are subject to the City's approval, which approval may not be unreasonably withheld, and must conform to the uniform pattern of identification signs for the Building, if any, as prescribed by the City from time to time. Contractor is responsible for all expenses relating to Signs, including production, placement, and removal. Contractor shall remove Signs before expiration or termination of the Agreement. By City's execution of the Agreement, it approves signs currently in place at the Site.

11. ENTRY BY CITY. Contractor shall allow representatives of the City authorized by the Manager of the Department of General Services, or his designee, to enter into and upon the Site at all reasonable hours for inspections, maintenance, and repairs deemed necessary by City. Contractor shall inspect the City and County of Denver identification badge of each of these representatives and ensure they sign the visitors log upon entry.

12. CARE AND SURRENDER OF THE SITE. At the expiration or termination of the Agreement, Contractor shall deliver up the Site to City in as good a condition as at date of possession by Contractor, ordinary wear and tear excepted; and Contractor shall remove all of Contractor's movable furniture and other effects. All moveable furniture and other effects not removed will be considered abandoned conclusively ("Abandoned Items"). Without any obligation to account for Abandoned Items and without prior notice to Contractor or any other person, the City may appropriate, sell, store, destroy, or otherwise dispose Abandoned Items. Contractor shall pay the City all expenses incurred in connection with Abandoned Items. Contractor's obligation to observe or perform this covenant survives the termination of the Agreement. Contractor shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and that become payable during the Term upon Contractor's operations, occupancy, or conduct of business at the Site, or upon Contractor's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Site.

13. LOSS OR DAMAGE. The City is not liable for or responsible to Contractor for any loss or damage to any property or person occasioned by theft, war, flood, lightning, drought, earthquake, fire, tornado, explosion, civil disturbance, act of God or public enemy, terrorist act, military action, epidemic, famine or plague, injunction, riot, strike, insurrection, court order, or requisition or order of any governmental entity other than the City. In the event of a fire or other casualty affecting the Site, Contractor shall give written notice to City immediately. In the event the Site is damaged or destroyed by casualty, fire or otherwise, to the extent rendered untenable, the City may rebuild or repair the damaged or destroyed portions. If the City elects not to proceed with the rebuilding or repair of the Site, either party may terminate this Lease.

14. HAZARDOUS SUBSTANCES. No Hazardous Substance may be used, stored, generated, or disposed of on or in the Site by Contractor, Contractor's agents, employees, contractors, or invitees. If this prohibition is violated, Contractor's duties under the Indemnification Section will also cover all costs incurred arising out of any investigation of the Site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limiting the foregoing, if the prohibition regarding Hazardous Substance is violated and the presence of any Hazardous Substance at the Site results in contamination, at its sole expense, Contractor shall promptly take all necessary actions to return the Site to the condition existing prior to the presence of any such Hazardous Substance at the Site. Before commencing any remedial actions, Contractor shall obtain City's approval. Contractor is not liable for any Hazardous Substance that existed on the before it occupied the Site under any agreement regarding use of the Site between the parties.

15. TERMINATION.

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately or as otherwise set forth in the termination notice, and without cause upon twenty (20) days prior written notice to Contractor. However, nothing herein gives or may be construed to give Contractor the right to occupy the Site or perform services under the Agreement beyond the time when performance of its obligations under the Agreement become unsatisfactory to the City.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if 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 crimes of violence, sexual assault, assault, battery, child abuse or endangerment, neglect of a child, child sexual assault, bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice unless otherwise indicated therein.

c. If the City terminates for cause other than the reasons set forth in the preceding paragraph, Contractor has ten (10) days from the date of any Notice of Default to correct the deficiency in performance of obligations to the City's satisfaction. If Contractor cures the deficiency within the ten (10) day period, it shall notify the City in writing of the cure. In the event the deficiency is not cured or is not cured to the City's satisfaction within the ten (10) day period, the Agreement is terminated. If the City issues three (3) notices of default within any twelve month period, regardless of whether different reasons gave rise to any of the notices and whether cured, the third notice of default will result in termination all of Contractor's rights under the Agreement, including the right to cure.

d. If the City terminates the Agreement, payment for Services will be paid only for that portion of services satisfactorily completed in accordance with the Agreement at the time of notice of such action. Moreover, if the Agreement is terminated, Contractor shall immediately surrender and deliver possession of the Site to the City and do all things necessary to timely discontinue Child Care Services.

e. Nothing in the Agreement precludes the City from attempting to enforce all of its rights and remedies provided at law or in equity. Contract or may terminate the Agreement for substantial breach by the City that has not been corrected within thirty (30) days of Contractor's written notice of the breach. Upon receipt of termination notice from Contractor based on substantial breach, the City may require Contractor to make any necessary arrangements to transfer Contractor's activities to another contractor or to the City.

16. INSURANCE.

a. General Conditions. At the time of or before executing the Agreement, Contractor shall secure the insurance required of it as indicated below and shall ensure that all subcontractors obtain the insurance covering all operations, goods or services provided pursuant to the Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension of it, during any warranty period, and for three (3) years after its termination. The required insurance must 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 must contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. The notice must be sent thirty (30) days before cancellation or non-renewal unless it is due to non-payment of premiums, for which notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage by certified mail, return

receipt requested within three (3) business days of notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, Contractor shall notify the City. Contractor is responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Contractor. 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 the Agreement. All notices required above, must be sent to the persons identified in the Notice section of the Agreement and must include the City contract control number that is on the signature page of the Agreement.

b. Proof of Insurance. Contractor shall ensure that a copy of the Agreement is provided to the insurance agent or broker providing the required insurance coverages. No services relating to the Agreement may be provided before placement of coverages required under the Agreement. Contractor covenants that the certificate of insurance attached as **Exhibit C**, which should be an ACORD certificate, complies with all insurance requirements of the 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 the Agreement does not act as a waiver of Contractor's breach of the Agreement or of any of the City's rights or remedies under the Agreement. The City's Risk Management Office may require additional proof of insurance, including policies and endorsements.

c. Additional Insureds. For commercial general liability and auto liability, Contractor shall ensure that subcontractor's insurer(s) shall name 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 the Agreement, Contractor shall ensure that subcontractor's insurer(s) shall waive subrogation rights against the City.

e. Subcontractors. All subcontractors are subject to all of the requirements in the Insurance section and Contractor shall ensure that all subcontractors procure and maintain the coverages in subparagraph's g.1. through 3. below. The Office of Risk Management may waive or reduce coverages by prior written authorization. Contractor shall provide proof of insurance for all subcontractors upon request by the City.

f. Contractor Required Coverages. Contractor shall procure and maintain directors and officers' liability coverage in the amount of \$500,000.

g. Coverages of Subcontractors. Each subcontractor is subject to all of the requirements in the Insurance section, except as expressly otherwise stated, and shall procure and maintain the coverages below.

- 1. Workers' Compensation/Employer's Liability Insurance.** Subcontractor 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. Subcontractor expressly represents to the City, as a material representation upon which the City is relying in entering into the Agreement, that none of Subcontractor'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 the Agreement, and that any such rejections previously effected, have been revoked as of the date Subcontractor executes the Agreement

2. **Commercial General Liability.** Subcontractor 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.
3. **Business Automobile Liability.** Subcontractor 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 the Agreement.

h. Additional Provisions.

1. For commercial general liability, the policy must provide for, or not exclude as expressly stated below, the following:
 - A. That the Agreement is an Insured Contract under the policy;
 - B. Defense costs are outside the limits of liability;
 - C. A severability of interests or separation of insureds provision (no insured vs. insured exclusion);
 - D. A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
 - E. Any exclusion for sexual abuse, molestation or misconduct has been removed or deleted.
3. For claims-made coverage, 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.
4. 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, Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

17. INDEMNIFICATION.

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

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

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

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

e. Contractor shall pass through the indemnity provisions in 17 (a) through (d) in all contracts with any subcontractors performing services arising out of or relating to the Agreement. The City shall provide the subcontractor with prompt notice of any claim for which indemnification may be sought hereunder.

18. 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.* Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property, including to land, facilities, improvements, or equipment.

19. EXAMINATION OF RECORDS; 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 any directly pertinent books, documents, papers and records of Contractor involving

transactions related to the Agreement until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations

20. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS. Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A thereto 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 the City barring Contractor from City facilities or participating in City operations.

21. NO SALE OR ADVERTISING OF TOBACCO PRODUCTS. Contractor, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13 which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. “Sale” includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. “Advertising” includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

22. ASSIGNMENT AND SUBCONTRACTING.

a. The City is not obligated or liable under the Agreement to any party other than Contractor. Contractor shall not voluntarily or involuntarily assign any of its rights or obligations under the Agreement, sublet the Site in whole or part, or subcontract performance obligations without the City’s prior written approval. Consent may be granted or denied at the sole and absolute discretion of the City. Any attempt by Center to assign its rights or obligations or subcontract performance obligations without the City’s prior written consent will be void and, at the City’s option, automatically terminates the Agreement. The City has sole and absolute discretion whether to consent to any assignment of rights or obligations and subcontracting of performance obligations under the Agreement. In the event of any subcontracting or unauthorized assignment: (i) Contractor remains responsible to the City; and (ii) neither event creates a contractual relationship between the City and subcontractor or assignee.

b. The parties acknowledge that at the time of execution of the Agreement, Mile High Montessori Early Learning Centers, a Colorado nonprofit corporation, is the Provider.

c. Pass Through Requirements.

1. In addition to pass through indemnity requirement set forth above and without limiting the need for Contractor to pass through any other provisions of the Agreement to enable it to comply with the Agreement, Contractor shall pass through the following requirements in all contracts with any subcontractor providing any goods or services arising out of or relating to the Agreement:

A. Subcontractor expressly recognizes the City and County of Denver as an intended third party beneficiary of its agreement with Contractor; and

B. Subcontractor hereby waives all rights, claims, or remedies (at law or in equity) against the City and agrees that any of Subcontractor's rights, claims, or remedies are solely against Contractor.

2. Certification Ordinance; Living Wages. Contractor shall also pass through the requirements in Section 30 and Section 31 of the Agreement regarding prohibition of employment of illegal aliens to pursuant to Division 5 of Article IV of Chapter 20 and payment of living wages pursuant to § 20-80 *et seq.* of the Code, respectively.

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

24. NO THIRD PARTY BENEFICIARY. Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity, including any subcontractor providing services under the Agreement. Any person or entity other than the City or Contractor receiving services pursuant to, or in any way benefitting from, the Agreement is an incidental beneficiary only.

25. DISPUTES. Except as expressly stated below, all disputes between the City and Contractor arising out of or relating to the 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 is the Presiding Judge or the Director of the Division of Real Estate, as the City in its sole determination deems appropriate. Suits by third parties against the City, suits for contribution, or suits for indemnification (any of which suits relate to Contractor's performance of the Agreement), however, are not subject to administrative hearing and are to be heard in District Court of the State of Colorado Second Judicial District.

26. WAIVER.

a. 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 obligation, covenant, default that may then exist on the part of Contractor or Provider. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

b. Since, as set forth in Section 4.c., the City will make payments directly to the Provider, Contractor hereby waives all rights, claims, and remedies (at law or in equity) against the City relating to or arising out of the City's payment obligation for Child Care Services.

27. GOVERNING LAW; VENUE. The Agreement is to be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and

Executive Orders enacted or promulgated pursuant to the Charter and Code. The Charter, Revised Municipal Code and Executive Orders of the City and County of Denver are expressly incorporated into the Agreement. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado Second Judicial District.

28. CONFLICT OF INTEREST; PROHIBITED TRANSACTIONS.

a. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under the Agreement. Contractor further covenants that in the performance of the Agreement, no person having any such interest will be employed.

b. No official, officer, or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described in the Agreement; Contractor shall not hire or contract for services any official, officer, or employee of the City or any other person in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.8, 1.2.9 and 1.2.12.

29. NO DISCRIMINATION IN EMPLOYMENT. In connection with the performance of work under the Agreement, 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 variance, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts hereunder.

30. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT.

a. The Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments.

b. Contractor certifies that:

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

c. Contractor also agrees and represents that:

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

3. It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the 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 the Agreement, and that otherwise requires Contractor 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the 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. Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate the Agreement for a breach of the Agreement. If the Agreement is so terminated, 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 Contractor from submitting bids or proposals for future contracts with the City.

31. PAYMENT OF LIVING WAGES.

a. The Agreement is subject to the payment of living wages pursuant to § 20-80 *et seq.*, D.R.M.C., due to the nature of Services performed at the Site. Pursuant to § 20-80, D.R.M.C., Contractor shall ensure that every Covered Worker, as defined in § 20-80(a) D.R.M.C., working directly upon the Site under the Agreement, is paid the full amounts accrued at the time of payment, computed at wage rates not less than that specified in § 20-80(c), D.R.M.C., regardless of any contractual relationship that may be alleged to exist between Contractor or any subcontractor and their respective workers. Contractor shall post in a prominent place that is easily accessible to the Covered Workers the scale of wages to be paid to such workers.

b. Contractor shall furnish to the City Auditor, or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers

working under the Agreement, either for Contractor or any subcontractor. All payroll records must include information showing the number of hours worked by each Covered Worker, the hourly pay of each Covered Worker, any deductions made from pay, and the net amount of pay received by each Covered Worker. Each payroll record must be accompanied by a sworn statement of Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under the Agreement, either for Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in those records, that no deductions were made other than those set forth in the records, and that all Covered Workers employed on work under the Agreement, whether by Contractor or any subcontractor, were paid the living wages as set forth in the Agreement.

c. Increases in living wages pursuant to § 20-80, D.R.M.C., effective after the date of the Agreement are not mandatory on either Contractor or the subcontractors if the term of the Agreement one year or less. Increases in the living wages pursuant to § 20-80, D.R.M.C., are mandatory for Contractor and Contractor's subcontractors if the duration of the contract is longer than one year. Future increases for contracts more than one year are effective on the anniversary date of the Agreement. In no event will any increases in living wages over the amount stated in the Agreement result in any increased liability on the part of the City, and the possibility and risk of any increase is assumed by Contractor. Decreases in living wages after the date of the Agreement are prohibited.

d. If any worker to whom the living wages are to be paid, employed by Contractor or any subcontractor to perform work hereunder, has been or is being paid a rate of wages less than that required by this Section 31, the Presiding Judge may, at the Presiding Judge's option, by written notice to Contractor, withhold further payment to Contractor or suspend or terminate Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. If the Agreement is terminated due to a breach of this Section 31, Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

32. COMPLIANCE WITH ALL LAWS. 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.

33. STATUS OF CONTRACTOR. Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither 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.

34. NO AUTHORITY TO BIND CITY TO CONTRACTS. 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 D.R.M.C.

35. NOTICES. Unless expressly stated otherwise, all notices provided for or required by the Agreement, including those concerning termination or default, alleged or actual violations of the terms of the Agreement, and matters of similar importance must be hand delivered, sent by

overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, to the parties as indicated below. Notices hand delivered or sent by overnight courier are effective upon delivery; notices sent by certified mail are effective upon receipt; and notices sent by mail are effective upon deposit with the US Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered; substitutions, however, will not become effective until actual receipt of written notification.

If to the City

Office of the Presiding Judge of Denver County Court
1437 Bannock Street, Room 108
Denver, Colorado 80202

Director
Division of Real Estate
201 West Colfax Avenue, Department 904
Denver, Colorado 80202

With a copy of any such notice to:

Denver County Court Administrator
1437 Bannock Street, Room 112
Denver, Colorado 80202

And copies of any notice concerning termination, default, alleged or actual violations of the Agreement to:

Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

If to Contractor:

Court Child Care Center
c/o Randall M. Livingston
Bailey & Peterson, P.C.
1660 Lincoln Street, Suite 3175
Denver, Colorado 80264

36. COLORADO GOVERNMENTAL IMMUNITY ACT. The City is relying upon, and has not waived the monetary limitations or any other rights, immunities and protection provided by the Colorado Governmental Immunity Act, Title 24, Article 10, C.R.S.

37. SEVERABILITY. Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion thereof 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.

38. SURVIVAL OF CERTAIN PROVISIONS. The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, 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.

39. NO CONSTRUCTION AGAINST DRAFTING PARTY. The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because the Agreement or any provisions thereof were prepared by a particular party.

40. GENERAL CONSTRUCTION.

a. The captions and headings set forth in the Agreement are for convenience of reference only and may not be construed so as to define or limit its terms.

b. Unless otherwise specified, any general or specific reference to statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto, means statutes, laws, regulations, charter or code provisions, ordinances, and executive orders, including memoranda thereto, as amended or supplemented from time to time and any corresponding provisions of successor statutes, laws, regulations, charter or code provisions, ordinances, or executive orders, including memoranda thereto.

c. References to any particular City department are to be construed to include any department, division, or office that becomes responsible for the functions performed by the named department on the Commencement Date.

41. LEGAL AUTHORITY.

a. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement.

b. Contractor warrants and guarantees that the person or persons signing and executing the Agreement on behalf of Contractor, has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

c. The City shall have the right, at its option, to either temporarily suspend or permanently terminate the Agreement, if there is a dispute as to the legal authority: (i) of Contractor to enter into the Agreement or (ii) of the person signing the Agreement on behalf of Contractor to so sign the Agreement. The City shall not be obligated to pay Contractor for any performance of the provisions of the Agreement after the City has suspended or terminated the Agreement as provided in this Section.

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

43. COUNTERPARTS OF THE AGREEMENT. The Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

44. ORDER OF PRECEDENCE. The Agreement consists of the recitals, the numbered paragraphs, and the exhibits listed below, which are incorporated into the Agreement. The terms found in numbered paragraphs of the Agreement control over any conflicting or inconsistent provisions in the exhibits.

Exhibit A, Budget

Exhibit B, Map of Site

Exhibit C, Certificate of Insurance

45. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS. The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. Except as expressly provided in Section 5.a. regarding Renewal Terms, no subsequent novation, renewal, addition, deletion, or other amendment will have any force or effect unless embodied in a written amendment to the Agreement properly executed by the parties. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to it will have any force or effect or bind the City.

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

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: COURT-201312192-00

Contractor Name: COURT CHILD CARE CENTER

By: Randall M Livingston

Name: RANDALL M. LIVINGSTON
(please print)

Title: President, Board of Directors
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

DENVER COUNTY COURT
 ACTUAL & BUDGETED CHILD CARE EXPENSES BY YEAR
 2014 THRU 2018

| | 2014 | 2015 | 2016 | 2017 | 2018 |
|---------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| EXPENSES | | | | | |
| PERSONNEL (benefits %) | 31.5% | 31.5% | 31.5% | 31.5% | 31.5% |
| EMPLOYEE PAYROLL | \$ 129,905.00 | \$ 133,180.00 | \$ 137,821.00 | \$ 141,947.00 | \$ 146,191.00 |
| EMPLOYEE FICA | 40,920.08 | 41,951.70 | 43,413.62 | 44,713.31 | 46,050.17 |
| OTHER (TRANSLATION SERVICES) | - | - | - | - | - |
| TOTAL PERSONNEL | 170,825.08 | 175,131.70 | 181,234.62 | 186,660.31 | 192,241.17 |
| OPERATING | | | | | |
| PROGRAM SUPPLIES & FOOD | \$ 3,000.00 | \$ 3,100.00 | \$ 3,200.00 | \$ 3,300.00 | \$ 3,400.00 |
| PARKING PERMITS / BUS PASSES | 5,100.00 | 5,150.00 | 5,200.00 | 5,250.00 | 5,300.00 |
| MILEAGE EXPENSE | - | - | - | - | - |
| TRAINING / TA | 750.00 | 750.00 | 750.00 | 750.00 | 750.00 |
| OFFICE SUPPLIES & MARKETING | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 | 2,000.00 |
| GENERAL LIABILITY INSURANCE | 2,350.00 | 2,400.00 | 2,450.00 | 2,500.00 | 2,500.00 |
| BOARD DNO INSURANCE | 950.00 | 1,000.00 | 1,050.00 | 1,100.00 | 1,100.00 |
| MISC. | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 | 1,500.00 |
| TOTAL OPERATING | 15,650.00 | 15,900.00 | 16,150.00 | 16,400.00 | 16,550.00 |
| ADMINISTRATIVE SUPPORT | | | | | |
| MONTHLY FEE | \$ 18,750.00 | \$ 18,750.00 | \$ 18,750.00 | \$ 18,750.00 | \$ 18,750.00 |
| TOTAL ADMIN SUPPORT | 18,750.00 | 18,750.00 | 18,750.00 | 18,750.00 | 18,750.00 |
| TOTAL CHILD CARE EXPENSE | \$ 205,225.08 | \$ 209,781.70 | \$ 216,134.62 | \$ 221,810.31 | \$ 227,541.17 |



FOTBAL ESTABLISHMENT

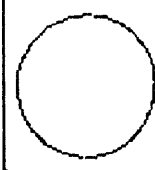
1400 17th Street, Suite 200
Denver, Colorado 80202
Tel: 303.441.4000
Fax: 303.441.4000
www.fotbal.com

ART OF CONSTRUCTION

Construction Division, 1400 17th Street, Suite 200, Denver, Colorado 80202
Tel: 303.441.4000
Fax: 303.441.4000
www.artofconstruction.com

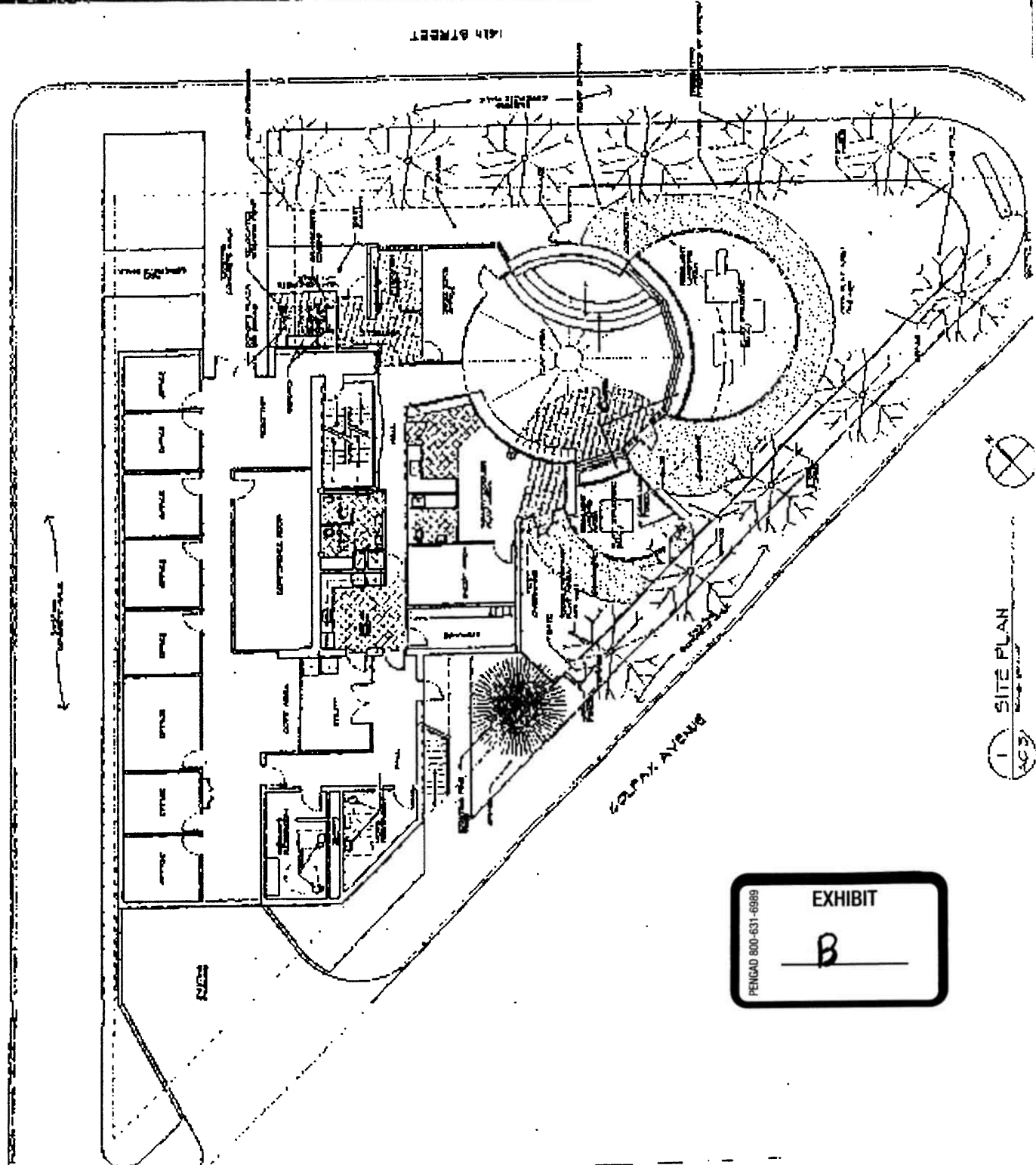
CITY COURT CHILD CARE FACILITY RENOVATION & REMODEL

City and County of Denver



| | |
|--------------|--|
| Project Name | |
| Project No. | |
| Product No. | |
| Date | |
| Scale | |
| Author | |
| Checker | |
| Reviewer | |
| Approver | |
| Discipline | |
| Product No. | |
| Date | |

SITE PLAN



1 SITE PLAN
AC3

PENGAD 800-631-6999

EXHIBIT

 B

EXHIBIT C

CERTIFICATES OF INSURANCE



COURCHI-01

GROL11

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/4/2013

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--|
| PRODUCER Colorado Nonprofit Insurance Agency 789 Sherman Street, Suite 260 Denver, CO 80203 | CONTACT NAME: PHONE (A/C No. Ext): (303) 894-0298 FAX (A/C No.): (303) 894-0161 E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Court Child Care Center 1660 Lincoln St Ste 3175 Denver, CO 80264 | INSURER A: Carolina Casualty Insurance | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------|-----|---------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | Directors and Office | X | | 31162809 | 1/18/2013 | 1/18/2014 | Directors & Officers 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Evidence of Directors & Officers Liability Only.

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver, *Denver County Court*
 1437 *Bannock Street, Room 108*
 Denver, CO. *80202*

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanette Wilson

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CERTIFICATE OF LIABILITY INSURANCE

MILEH-0

OP ID: BD

DATE (MM/DD/YYYY)

07/15/13

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Cherry Creek Ins. Agency, Inc. Suite 500 5660 Greenwood Plaza Blvd. Greenwood Village, CO 80111 Cherry Creek Insurance Agcy | 303-799-0110 | CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: | | | | | | | | | | | | | | | | | | | | |
|--|---------------------------------------|---|-------------------------------|--|--------|------------|---------------------------|--------------|------------|---------------------------------------|--|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | 303-799-0156 | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER B:</td> <td>Philadelphia Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Pinnacol Assurance | 41190 | INSURER B: | Philadelphia Insurance Company | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
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| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Mile High Montessori ELC Debra Houdelette 1780 Marion Street Denver, CO 80218 | | | | | | | | | | | | | | | | | | | | | | |

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

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|-----------------------------------|
| B | GENERAL LIABILITY | | | | | | EACH OCCURRENCE \$ 1,000,000 | |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | X | X | PHPK1035760 | 06/30/13 | 06/30/14 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 5,000 | |
| B | <input checked="" type="checkbox"/> Abuse/Molestation | | | PHPK1035760 | 06/30/13 | 06/30/14 | PERSONAL & ADV INJURY \$ 1,000,000 | |
| B | <input checked="" type="checkbox"/> Professional | | | PHPK1035760 | 06/30/13 | 06/30/14 | GENERAL AGGREGATE \$ 3,000,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMPIOP AGG \$ 3,000,000 | |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 | |
| | <input type="checkbox"/> ANY AUTO | | | X | PHPK1035760 | 06/30/13 | 06/30/14 | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | | | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | | | \$ |
| | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | | | | EACH OCCURRENCE \$ 2,000,000 | |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ | |
| | <input type="checkbox"/> CLAIMS-MADE | | | PHUB424624 | 06/30/13 | 06/30/14 | \$ | |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10000 | | | | | | \$ | |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | WC STATU-TORY LIMITS | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | | | 0875922 | 01/01/13 | 01/01/14 | OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | E.L. EACH ACCIDENT \$ 500,000 | |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 | |

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

270 14th St, Denver 80202; The City & County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the commercial general liability and the business auto policy. Waiver of Subrogation applies.

*10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER**CANCELLATION**

City & County of Denver
 1437 Bannock St Rm 108
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Becky Dorn

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