

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 the **STATE OF COLORADO, DEPARTMENT OF HIGHER EDUCATION, BY THE STATE BOARD FOR COMMUNITY COLLEGES AND OCCUPATIONAL EDUCATION FOR THE USE AND BENEFIT OF THE COMMUNITY COLLEGE OF DENVER**, with an address of P.O. **Box 173363, Campus Box 211, Denver, CO 80127-3363** (the "Contractor"), collectively "the parties".

The parties agree as follows:

1. **COORDINATION AND LIAISON:** Contractor shall fully coordinate all services under the Agreement with the Director of Workforce Development, Office of Economic Development, ("Director") or, the Director's Designee.

2. **SERVICES TO BE PERFORMED:**

(a) As the Director directs, 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 and Fee Schedule**, to the City's satisfaction.

(b) Contractor is ready, willing, and able to provide the services required by the Agreement.

(c) 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 the Agreement and in accordance with the terms of the Agreement.

3. **TERM:** The Agreement will commence on January 1, 2019, and will expire on December 31, 2019 (the "Term"). Subject to the Director's prior written authorization, 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 Director.

4. **COMPENSATION AND PAYMENT:**

(a) **Budget:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and all costs incurred under the Agreement an amount not to exceed the line item amounts set forth in the budget 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 the Agreement. All of Contractor's other expenses are contained in the budget in **Exhibit B**.

(c) **Invoicing:** 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 the Agreement.

(d) Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Five Hundred Sixty-Four Thousand Dollars and Zero Cents (\$564,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. EMPLOYMENT WITH FUNDS: In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the City's Office of Economic Development in the workforce job system, www.connectingcolorado.com or other system as may be required.

6. 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.

7. TERMINATION:

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

(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 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 Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

(c) Upon termination of the Agreement, with or without cause, 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 the Agreement.

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

8. 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 any pertinent books, documents, papers and records of Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

9. 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 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 the Agreement constitutes a waiver of any other breach.

10. INSURANCE: The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended. The Contractor shall maintain at all times during the Term such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor's liabilities under the Act and under this Agreement. Proof of such insurance is contained in **Exhibit C**. This obligation shall survive the termination of this Agreement.

11. LIABILITY/COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the Contractor and the City each represent that they are a self-insurer as permitted by the Colorado Governmental Immunity Act, and that each will continue to qualify as a self-insurer or will obtain commercial insurance in connection with the subject matter of this Agreement. Neither party shall have any liability or responsibility to anyone for any act or omission of the other. Each party is responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., *et seq.*) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

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

13. ASSIGNMENT; SUBCONTRACTING: Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) 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.

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

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

16. 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 Denver Revised Municipal Code.

17. NO AUTHORITY TO BIND CONTRACTOR TO CONTRACTS: The City lacks any authority to bind the Contractor on any contractual matters. Final approval of all contractual matters that purport to obligate the Contractor must be executed by the Contractor in accordance with State law.

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

19. CONFLICT OF INTEREST:

(a) No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. 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) Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. 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 Contractor by placing Contractor's own interests, or the interests of any party with whom 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 the Agreement in the event it determines a conflict exists, after it has given Contractor written notice describing the conflict.

20. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, as set forth below. 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.

Notice to the City:

Director of Workforce Development or Designee
Office of Economic Development
City and County of Denver
201 West Colfax Avenue, Dept. 1011
Denver, CO 80202

With a copy of any such notice to:

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

Notice to the Contractor:

Vice President of Administrative Services/CFO
Community College of Denver
Campus Box 211
P.O. Box 173363
Denver, CO 80217-3363

With a copy of any such notice to:

Contracts Coordinator
Community College of Denver

Campus Box 211
P.O. Box 173363
Denver, CO 80217-3363

21. GOVERNING LAW; VENUE: The 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 the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

22. 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 identity or gender expression, marital status, or physical or mental disability. Contractor shall insert the foregoing provision in all subcontracts.

23. 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.

24. LEGAL AUTHORITY: 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 the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he 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 of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

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

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and 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 Contractor and paid for by the City pursuant to the Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Contractor shall disclose all such items to the City and shall register such items in the name of the City and County of Denver unless the Director directs otherwise in writing. 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," Contractor (by the 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 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.

29. ADVERTISING AND PUBLIC DISCLOSURE: Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. Contractor shall notify the 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. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: 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.

33. 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.

End.

**Signature pages and exhibits follow this page.
Remainder of page intentionally left blank.**

**Exhibit A – Scope of Work
Exhibit B – Budget
Exhibit C – Certificate of Insurance**

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: OEDEV-201846237-00

Contractor Name: STATE OF COLORADO, DEPARTMENT OF
HIGHER EDUCATION, BY THE STATE BOARD
FOR COMMUNITY COLLEGES AND
OCCUPATIONAL EDUCATION FOR THE USE & BENEFIT OF
COMMUNITY COLLEGE OF DENVER

By:  _____

Name: DR EVERETTE J. FREEMAN
(please print)

Title: PRESIDENT
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



**SCOPE OF SERVICES
COMMUNITY COLLEGE OF DENVER
WORKNOW PARTNERSHIP
JANUARY 1, 2019 TO DECEMBER 31,2019**

1.0 PURPOSE

1.1 To create a partnership that supports the development of a local worker pipeline for infrastructure construction job opportunities through collective career information, education and training, and employment or navigation services. This partnership believes in the efficiency and effectiveness of collaboration between for-profit and non-profit organizations; government and non-government organizations; community- and faith-based organizations; business; education; and labor in developing a quality workforce and sustainable neighborhoods.

1.2 Colorado Resource Partners (CORE Partners) represents an alliance of partners, resourced through Community College of Denver’s Center for Workforce Initiatives (CWI) to achieve three main objectives:

- a) Foster demand-driven skills attainment and employment using regional infrastructure projects as a catalyst
- b) Enable upward mobility for all metro Denver residents and families
- c) Align and integrate programs and services and promote exchange of best practices and technical assistance

1.3 This integrated training and resource partner platform will present an employment platform co-convened by CWI and Denver Workforce Services, in partnership with regional infrastructure projects. WORKNOW exists to coordinate community-centered hiring on infrastructure projects to improve access for local residents and to provide project contractors with a pipeline of local workers in craft and professional service positions.

2.0 GOALS OF THE PARTNERSHIP

2.1 The short-term goals of this structure are:

- a) To be or provide resources to integrate training and community resource partners for comprehensive construction work readiness
- b) Find and prepare workforce for construction industry opportunities—including craft, office, professional service and small business development
- c) Place, retain and advance these workers

2.2 Long-term goals include:

- a) Scalable supportive services, particularly access to child care to support working families
- b) Build incomes for families through high-wage jobs and targeted resource support
- c) Resolve barriers that prevent people of color and women from finding and keeping good construction jobs

**SCOPE OF SERVICES
COMMUNITY COLLEGE OF DENVER
WORKNOW PARTNERSHIP
JANUARY 1, 2019 TO DECEMBER 31,2019**

3.0 OUTCOMES

- 3.1** Develop in tangent with Denver Workforce Services a PR/Marketing plan for WORKNOW “Denver” and selected City funded projects.
- 3.2** Serve an anticipated minimum of 200 individuals through prioritized training activities to include OSHA 10 certification, pre-apprenticeship activities, and middle skill upgrades including Estimating, Blueprint Reading, Stormwater Management to occupations and apprenticeship pathways such as Framing, Mechanical/ Sheet Metal, Pipe Fitting, Drywalling, Electrician, Carpentry, Concrete and Masonry, Millworks, Glaziers and Glass Work, Iron Working, Roofing, Electric, Plumbing, Equipment Operators, and other trades needed to support construction on City projects. Training activities to include tuition support for registered apprenticeship programs in the categories listed above (estimated at a minimum of 125)
- 3.3** Through program partners provide supportive service provisions to include boots, books, tools, fees associated with Driver’s License, reinstatement, and transit assistance to an estimated minimum number of 200 individuals
- 3.4** Assist with the development and execution of pilot workforce programs associated with city projects, such as Colorado Convention Center Expansion Project, NWC, DEN Pena Blvd Phase I and GES Environmental Mitigation work, including but not limited to:
- a) Alignment with WORKNOW training and navigation partners and intake/ service procedures
 - b) Support of apprenticeship programs
 - c) Payment to associated partners per pilot program requirements
 - d) Coordination with WORKNOW PR/Marketing plan to execute recruitment and outreach events
- 3.5** Based on services performed, partner agrees to the following services/deliverables related to outcomes and reporting:
- a) Connectivity between disadvantaged Denver communities and city projects – *Tracking:* monthly reporting on number of people within designated zip codes/communities participating in training, workshops, apprenticeships and/or employed on a city project due by the 4th of each month.
 - b) Mitigation of barriers of those residents from disadvantaged Denver communities – *Tracking:* monthly reporting on cost per participant for support services in designated zip codes/communities as well as breakdown on the type of services utilized/barriers addressed due by the 4th of each month.
 - c) Marketing plan for WORKNOW “Denver” and City and County of Denver, OED Workforce Services to be named on the website, press releases and media as a lead funder and partner.

**EXHIBIT B
BUDGET**

LINE ITEM	AMOUNT	ACTIVITIES
Participant Direct Services (training, support services, etc.)	Total Not to Exceed \$481,860	
Training	Anticipated at \$158,460	<ul style="list-style-type: none"> • WORKNOW anticipates serving a minimum of 200 total individuals through training funds in this category • Prioritized training activities to include OSHA 10 certification, pre-apprenticeship activities, and middle skill upgrades including Estimating, Blueprint Reading, Stormwater Management to occupations and apprenticeship pathways such as Framing, Mechanical/ Sheet Metal, Pipe Fitting, Drywalling, Electrician, Carpentry, Concrete and Masonry, Millworks, Glaziers and Glass Work, Iron Working, Roofing, Electric, Plumbing, Equipment Operators, and other trades needed to support construction on City projects. • Training activities to include tuition support for registered apprenticeship programs in the categories listed above (estimated at a minimum of 125)
Navigator Support targeted for city projects	Not to exceed \$121,380 Quarterly billings based on expenditures.	<ul style="list-style-type: none"> • Funding to be leveraged by Gary Community Investments, CDOT and NWC to provide partial funding for Navigator roles to provide direct career navigation & training referrals at WORKNOW partner locations, as approved by Denver Workforce Services and Center for Workforce Initiatives.
Supportive Services	Anticipated at \$135,420	<ul style="list-style-type: none"> • Estimate minimum number of 200 WORKNOW participants receiving supportive services through program partners • Supportive Service provision such as boots, books, tools, fees associated with Driver’s License reinstatement, tutoring support and transit assistance through CORE partners
Employer Resources and Services	Not to Exceed \$66,600	<ul style="list-style-type: none"> • Activities include WORKNOW for OED staff members and selected developers/contractors • Activities also include post- placement career coaching for incumbent workers through CORE partners

**EXHIBIT B
BUDGET**

WORKNOW General & Administrative	<i>Total not to exceed \$82,140</i>	
Marketing and Communications Platform	Not to Exceed \$70,000 Quarterly billings based on expenditures.	<ul style="list-style-type: none"> Funding to be leveraged by CDOT and NWC to support WORKNOW communications and recruitment; specific marketing collateral as requested
Fiscal Support	Not to exceed \$12,140	<ul style="list-style-type: none"> To include direct fiscal oversight to receive, and indirect administrative oversight
TOTAL CONTRACT AMOUNT: \$564,000.00		

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It does not amend, extend or alter the coverage afforded below.

INSURED

The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

SOURCES OF COVERAGE

Cov A... State Risk Management Office

Cov B... State Risk Management Office

All coverages are effective continuously per State Law.

COVERAGES

Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES....: This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.

ADDITIONAL INSURED: The Colorado constitution prohibits including certificate holders as additional insureds.

INDEMNIFICATION and HOLD HARMLESS clauses: This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION

Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

CERTIFICATE HOLDER

Certificate #:

Issue Date:

Attn:

Eileen Taylor

AUTHORIZED REPRESENTATIVE

Updated June 2016