

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 **AMELIE COMPANY**, a Colorado corporation, with its principal place of business located at 2601 Blake St. Suite LL10 Denver, CO 80205 (the “Consultant”), collectively “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Consultant shall fully coordinate all services under the Agreement with the Director of Excise and Licenses, (“Director”) or, the Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Director directs, the Consultant shall diligently undertake, perform, and complete all of the services and produce all the deliverables, as more fully set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The Consultant is ready, willing, and able to provide the cost allocation services required by this Agreement.

c. The Consultant 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:

a. Initial Term. The Agreement will commence on January 1, 2023 and will expire on December 31, 2023 (the “Initial Term.”)

b. Renewal Terms. The City shall automatically renew the Initial Term for up to four (4) additional one-year terms by appropriation of sufficient amounts for the subsequent year by City Council. The first Renewal Term shall be from January 1, 2024 to December 31, 2024; the second Renewal Term shall be from January 1, 2025 to December 31, 2025; the third Renewal Term shall be from January 1, 2026 to December 31, 2026; and the fourth Renewal Term shall be from January 1, 2027 to December 31, 2027 (each an “Annual Renewal.”)

c. The Consultant shall complete the corresponding annual work and any work in progress by the end of each Annual Term as of the expiration date unless the work is earlier terminated by the Director.

4. COMPENSATION AND PAYMENT:

a. **Fee:** The City shall pay and the Consultant shall accept as the sole compensation for services rendered and costs incurred under the Agreement One Million Eight Hundred Seventy Five Thousand Dollars (\$1,875,000.00) if all Renewal Terms are effective by annual appropriation of the City at a not to exceed budget of Three Hundred Seventy Five Thousand Dollars (\$375,000.00) per each year of the Initial Term and the Renewal Terms. Amounts billed should not exceed the rates and budget set forth in **Exhibit B**, although line items in the budget may be adjusted as between items so long as (i) all phases of work required for the Term then in effect are completed and (ii) the adjustments shall not permit the annual costs to exceed the maximum annual amount of Three Hundred Seventy Five Thousand Dollars (\$375,000.00).

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement.

c. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. Maximum Contract Amount:

i. Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed One Million Eight Hundred Seventy Five Thousand Dollars (\$1,875,000.00) if all Renewal Terms are effective by annual appropriation of the City (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 Consultant beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Consultant's risk and without authorization under the Agreement.

- ii. 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. STATUS OF CONSULTANT: The Consultant is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Consultant nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant 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 the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant'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, the Consultant 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 the Consultant's possession, custody, or control by whatever method the City deems expedient. The Consultant 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. The Consultant shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

7. EXAMINATION OF RECORDS AND AUDIT: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Consultant’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Consultant shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Consultant to make disclosures in violation of state or federal privacy laws. Consultant shall at all times comply with D.R.M.C. 20-276.

8. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

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 the Consultant. 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:

a. **General Conditions:** Consultant agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Consultant shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, during any warranty period and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Consultant shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Consultant shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Consultant. The Consultant shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance:** Consultant may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. Consultant certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Consultant's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk

Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. Additional Insureds: For commercial general liability, excess/umbrella liability (if required), and auto liability, Consultant's and subcontractor's insurer shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

e. Subcontractors and Sub-consultants: Consultant shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Consultant and appropriate to their respective primary business risks considering the nature and scope of services provided.

f. Workers' Compensation/Employer's Liability Insurance: Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

g. Commercial General Liability: Consultant shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

h. Automobile Liability: Consultant shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

11. DEFENSE AND INDEMNIFICATION

a. Consultant hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting

from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant 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. Consultant will further indemnify, defend and hold the City harmless from and against any claims, losses, damages, liabilities or expenses (including reasonable attorneys’ fees and expenses) arising out of or resulting from any third party claim that the Work, when used by City in accordance with this Agreement, infringes, misappropriates or violates any United States patent issued as of the date hereof, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. If an injunction or order is obtained against the City’s use of the Works by reason of a claim of the type described above, or if in Consultant’s opinion, the Work is likely to become the subject of such a claim, Consultant shall take all necessary action to correct any such infringement or misappropriation to give the City the right to continue using the Work.

c. Consultant’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. Consultant’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.

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

e. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation.

The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

f. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

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.* The Consultant 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: The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this 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 this 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) the Consultant 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 the Consultant receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

16. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Consultant 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. 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.

18. 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; and the Consultant shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

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

19. 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, if to Consultant at the address first above written, and if to the City at:

Director of Excise and License or Designee
201 West Colfax Avenue, Dept. 206
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office

1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

20. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT

- a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).
- b. The Consultant certifies that:
 - i. At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future..
 - ii. It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.
 - iii. It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Consultant that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.
 - iv. It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
 - v. If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a

worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Consultant shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

vi. It will comply with a 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.

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

21. DISPUTES: All disputes between the City and Consultant arising out of or regarding 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 shall be the Director as defined in this Agreement.

22. 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.

23. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Consultant may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Consultant shall insert the foregoing provision in all subcontracts.

24. COMPLIANCE WITH ALL LAWS:

a. Consultant 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.

b. Where the source of the funds, directly or indirectly for this Agreement is the Federal Government, the Consultant shall be responsible for determining which of the following terms are applicable to its products and/or services and agrees to the applicable provisions:

- i.** Equal Employment Opportunity Compliance: Consultant agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60);
- ii.** Davis-Bacon Act Compliance: Consultant agrees to comply with the Davis-Bacon Act (40 U.S.C. 3148 to 3148) as supplemented by Department of Labor regulations (29 CFR part 5);
- iii.** Anti-Kickback Act Compliance: Consultant agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3);
- iv.** Contract Work Hours and Safety Standards: Consultant agrees to comply with Sections 102 and 107 of the Contract Work Hours and Safety

Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5);

- v.** Rights to Inventions Made Under a Contract or Agreement: Consultant agrees to comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency;
- vi.** Clean Air and Water Requirements: Consultant agrees to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et. seq.), and the Clean Water Act (33 U.S.C. 1251 et. seq.). Consultant agrees to report each violation of these requirements to the City and understands and agrees that the City will, in turn, report each violation as required to the appropriate EPA regional office;
- vii.** Energy Conservation Requirements: The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. (42 U.S.C. 6201);
- viii.** No Suspension or Debarment: Consultant certifies that neither it nor its Principals or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency; and
- ix.** Byrd Anti-Lobbying: If the Maximum Contract Amount exceeds \$100,000, the Consultant must complete and submit to the City a required certification form provided by the City certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with

obtaining any Federal contract grant of any other award covered by 31 U.S.C. 1352. Consultant must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

25. PAYMENT OF CITY MINIMUM WAGE: Consultant shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Consultant expressly acknowledges that Consultant is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Consultant, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

26. LEGAL AUTHORITY: Consultant 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 Consultant represents and warrants that he has been fully authorized by Consultant to execute the Agreement on behalf of Consultant and to validly and legally bind Consultant 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 Consultant or the person signing the Agreement to enter into the Agreement.

27. 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.

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

29. INTELLECTUAL PROPERTY RIGHTS: The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references,

guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Consultant 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," the Consultant (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

30. COMPLIANCE WITH PATENT, TRADEMARK AND COPYRIGHT LAWS.

The Consultant agrees that all work performed under this Agreement, shall comply with all applicable patent, trademark and copyright laws, rules, regulations and codes of the United States. The Consultant further agrees that it will not utilize any protected patent, trademark or copyright in performance of its work unless the Consultant has obtained proper permission and all releases and other necessary documents. If the Consultant specifies any material, equipment, process or procedure, which is protected, the Consultant shall disclose such patents, trademarks and copyrights in the construction drawings or technical specifications. Consultant agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Article 11, DEFENSE AND INDEMNIFICATION, from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance or work under this Agreement which infringes upon any patent, trademark or copyright protected by law.

31. 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, the Consultant'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.

32. ADVERTISING AND PUBLIC DISCLOSURE: The Consultant shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Consultant'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. The Consultant 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.

33. 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.

34. 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.

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Consultant 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.

36. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Consultant 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.

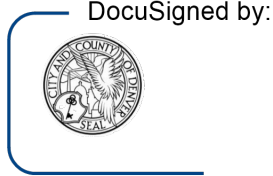
Remainder of page left intentionally blank.

Signatures follow.

Contract Control Number: EXCIS-202265807-00
Contractor Name: AMELIE COMPANY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 1/31/2023 | 8:16 AM PST

SEAL



CITY AND COUNTY OF DENVER:

ATTEST:

DocuSigned by:
Audrey Kline
E0F80F844070488...
Deputy Clerk and Recorder
Audrey Kline

By: DocuSigned by:
Laura E. Aldrete
430DD746625A4FD...
Deputy Mayor
Laura E. Aldrete

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: DocuSigned by:
Laurie J Heydman
020D9600518240A...
Assistant City Attorney
Laurie J Heydman

REGISTERED AND COUNTERSIGNED:

By: DocuSigned by:
Margaret Danuser
F121D4102D20400...
Chief Financial Officer
Margaret Danuser

By: DocuSigned by:
Timothy M. O'Brien
0209594F0B7045D...
Auditor
Timothy M. O'Brien

Contract Control Number:
Contractor Name:

EXCIS-202265807-00
AMELIE COMPANY

By: DocuSigned by:
Christine Anderson
C00B005F32E64B1...

Name: Christine Anderson
(please print)

Title: Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A

(exhibit follows)

SCOPE OF WORK:

Goal and Target Audience:

The primary objective of the marijuana prevention and education campaign is to increase accurate knowledge among Denver's youth, ages 12-18, of:

- Marijuana laws, in particular:
 - The legal age to purchase adult-use marijuana (21);
 - The legal age to purchase medical marijuana (18 with a medical marijuana registry card);
 - The legal age to have adult-use or medical marijuana delivered (21);
 - The legal age to enter a marijuana hospitality business (21);
 - That it is unlawful for a person younger than 21 to possess any amount of retail marijuana;
 - That it is unlawful for a person younger than 18 or without a medical marijuana registry card to possess any amount of medical marijuana;
 - That it is unlawful to give or sell marijuana to anyone younger than 21.
- Health impacts of underage marijuana use, including but not limited to:
 - Potential adverse effects of smoking, vaping, and dabbing;
 - Potential adverse effects of using high-potency marijuana products, such as concentrates, wax, and shatter;
 - Potential adverse effects of consuming edible marijuana products;
 - Potential adverse effects of secondhand marijuana smoke exposure;
 - Risks of driving while intoxicated or riding in a vehicle driven by an intoxicated person.
- Social impacts of underage marijuana use

A successful campaign will not employ scare tactics but will instead use positive, engaging messaging to teach youth about marijuana laws and the potential social and physiological impacts of underage marijuana use. The campaign will be grounded in positive youth development principles.

Deliverables:

Task 1: Strategic Planning

Amélie to evaluate the current campaign and make strategic recommendations on how to evolve the existing High Costs campaign. This includes the following efforts:

- At minimum, in FY23, two (2) campaign evaluation sessions will be conducted with a youth advisory board composed of Denver middle and high school students from diverse backgrounds and identities. This youth advisory board will be consulted throughout the campaign for further evaluation and insights.
- Utilization of research and data already available from the state of Colorado, provided by the City.
- Discussions with internal City departments, as applicable, to lend insight into existing efforts and identify opportunities for complementary efforts and messaging needs.

Strategic planning efforts to happen on a yearly basis—as applicable—throughout the contract period.

Task 2: Media Planning

Amélie to develop a paid media plan for the High Costs campaign. This includes the following efforts:

- Development of a paid media strategy and plan, including the negotiation and placement of mass media tactics based on target audiences, messages, and geographic focus as outlined in strategic planning efforts.

A new media plan to be developed (or updated, as applicable) on a yearly basis throughout the contract period.

Task 3: Campaign Development

Amélie to develop creative assets for the High Costs campaign, rooted in the initial campaign research efforts and strategic planning findings. This includes the following efforts:

- Development of creative assets, including the functions of creative conceiving, art direction, copywriting, production, project management, production planning, and more. This includes incorporation of the aforementioned youth advisor reviews and evaluations.
- Fulfillment of all necessary and recommended creative updates and general maintenance of the High Costs website.
- Creative development of a digital-only toolkit to aid community partners and agencies in delivering the campaign's educational messages to the target audience.

Creative development is ongoing throughout the contract period.

Task 4: Campaign Implementation

Amélie to deliver on the approved media plan, for each year of the contract. This includes the following efforts:

- Delivery of the paid media campaign to deliver campaign messages to the target audience. Implementation of the approved creative assets through approved campaign tactics, as well as monitoring, management, and optimization of assets while in-market.
- Media monitoring and tracking of media relations work completed by the City.

Task 5: Campaign Evaluation

Amélie to provide an evaluation of campaign efforts and performance. This includes the following efforts:

- One (1) post-campaign media report, including recommendations for future media planning. Reporting analysis may include, but is not limited to, tracking and reporting of print and out-of-home ad placements and impressions, unique website visits, ad engagement and digital media traffic. The post-campaign report will be delivered within 30 business days of flight end.
- Biennial execution of a post-campaign survey to evaluate Denver youth's awareness of the campaign, effectiveness of messaging beginning in FY24.

EXHIBIT B

(Exhibit follows)

WAGE RATES

| Description of Duties | Title of proposed team member | Fully loaded hourly rate for this role | Anticipated project hours | Name of proposed team member(s) | |
|--|---------------------------------------|---|----------------------------------|--|--|
| Provide strategic oversight of project and team. | Managing Director | 129.00 | 20.00 | Christine Cowan | |
| Supervise project, account service, budget and deliverables. | Account Supervisor | 129.00 | 276.00 | Katelyn Aberle Royer Lopez | |
| Account oversight and manages contact with client, status updates, ensures deliverables are met. | Account Manager | 129.00 | 91.37 | Eliot Guin | |
| Finalizes graphic design and layouts, sizing, versioning for all assets as needed to satisfy media buy, event and PR deliverables. | Production Designer | 129.00 | 114.00 | Mark Ward | |
| Directs creative assets through final production. | Creative Director | 129.00 | 50.00 | Jacqueline Mellow | |
| Concepts/designs creative ideas for existing and new assets. | Assoc. Creative Director/Art Director | 129.00 | 120.00 | Erin Culliney | |
| Writes copy for new and updated assets and manages copy, edits and revisions through production. | Senior Copywriter | 129.00 | 120.00 | Luca Vescovi | |
| Animates and edits all assets with motion. | Lead Motion Graphics Designer | 129.00 | 120.00 | Dan Ito | |
| Provides project/budget oversight, ensures deliverables are met. | Project Manager | 129.00 | 30.00 | Jenni Pinkelman | |
| Coordinate and manage administrative needs related to paid media | Media Coordinator | 129.00 | 198.39 | Stacie Bogan | |
| Supervise and make recommendations to execute efficient and effective paid media plan | Media Supervisor | 129.00 | | Jessica Fredericksen | |
| Provide insights and recommendations based on specific media channels (e.g. digital, social, etc.) | Media Channel Expert | 129.00 | | Jessica Fredericksen | |
| Create and recommend paid media plan and tactics based on campaign objectives | Media Planning/Strategy | 129.00 | | Jessica Fredericksen | |
| Execute buy based on approved plan. | Media Buying | 129.00 | | Lily Lungren Rob Loveless | |
| Pull data and metrics from all paid components to prepare all-encompassing campaign reports as needed | Media Reporting | 129.00 | | Rob Loveless | |
| | | | | | |
| | | | | | |

| | | | | |
|--|----------------|--------|--|----------------|
| Provide high level strategic direction for an effective plan | Media Director | 129.00 | | Colleen Madden |
|--|----------------|--------|--|----------------|

BUDGETING MATRIX

| Staff Resource/Task | Task 1 | Task 2 | Task 3 | Task 4 | Task 5 | TOTALS \$ |
|----------------------------|--------------------|--------------------|---------------------|---------------------|--------------------|---------------------|
| Account Team | \$5,000.00 | \$10,000.00 | \$20,000.00 | \$10,000.00 | \$5,000.00 | \$50,000.00 |
| Creative Team | \$1,000.00 | | \$70,436.91 | | | \$71,436.91 |
| Research Team | \$30,000.00 | | | | | \$30,000.00 |
| Media Team | | \$5,000.00 | | \$12,000.00 | \$8,592.50 | \$25,592.50 |
| Paid Media Budget | | | | \$145,000.00 | | \$145,000.00 |
| Production Budget | \$5,000.00 | | \$47,970.59 | | | \$52,970.59 |
| TOTALS | \$41,000.00 | \$15,000.00 | \$138,407.50 | \$167,000.00 | \$13,592.50 | \$375,000.00 |

- Task 1: Strategic Planning
- Task 2: Media Planning
- Task 3: Campaign Development
- Task 4: Campaign Implementation
- Task 5: Campaign Evaluation

EXHIBIT C

(exhibit follows)

Denver CO 80202

A handwritten signature in black ink, appearing to read "Christina Green", is written over a horizontal line.

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2022

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| | | |
|---|--|-----------------------|
| PRODUCER Abbie Davis Tanner Agency, Inc 3814 LOWELL BLVD DENVER CO 80211 (303) 333-0205 atanner@amfam.com | CONTACT NAME: American Family Insurance - Business Insurance | |
| | PHONE (A/C, No, Ext): (866) 908-0626 | FAX (A/C, No): |
| | E-MAIL ADDRESS: service@amfambusinessinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A : Midvale Indemnity Company | |
| | INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : | |

INSURED
 Amelie Company
 2601 BLAKE ST STE LL10
 Denver CO 80205

COVERAGES **CERTIFICATE NUMBER: 343183394405** **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 |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| | 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 OTHER: | | | | | | EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | CA00009654 | 04/08/2022 | 04/08/2023 | COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE AGGREGATE |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT |
| | PROFESSIONAL LIABILITY | | | | | | OCCURRENCE AGGREGATE |

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

| | |
|---|--|
| CERTIFICATE HOLDER THE CITY AND COUNTY OF DENVER ITS ELECTED AND APPOINTED OFFICIALS, 201 W Colfax Ave | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|--|

Denver CO 80202

A handwritten signature in black ink, appearing to read "Christina Green", is written over a horizontal line.

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DATE (MM/DD/YYYY)

12/16/2022

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

| | | |
|--|---|------------------------|
| PRODUCER American Family Insurance - Business Insurance PO Box 5316 Binghamton, NY 13902 | CONTACT NAME: American Family Insurance - Business Insurance | |
| | PHONE (A/C, No, Ext): 866-908-0626 | FAX (A/C, No): |
| | E-MAIL ADDRESS: service@amfambusinessinsurance.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Midvale Indemnity Company | NAIC # 27138 |
| INSURED AMELIE COMPANY 2601 BLAKE ST STE LL10 DENVER CO 80205 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |
| | INSURER G: | |

COVERAGES **CERTIFICATE NUMBER:** 28833663948223104282231215 **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 | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|------------------|
| A | COMMERCIAL GENERAL LIABILITY | | | BPP1046797 | 06/17/2022 | 06/17/2023 | EACH OCCURRENCE | \$2,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | Y | Y | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$300,000 |
| | | | | | | | MED EXP (Any one person) | \$5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$2,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$4,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | \$4,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | | |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | EACH OCCURRENCE | |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE | |
| | DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N | | | | | | PER STATUTE | OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> | | | N/A | | | E.L. EACH ACCIDENT | |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | |
| | PROFESSIONAL LIABILITY | | | | | | OCCURRENCE | AGGREGATE |

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

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| | AUTHORIZED REPRESENTATIVE |