

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 **REGENTS OF THE UNIVERSITY OF COLORADO DENVER**, a body corporate, for and on behalf of the University of Colorado Denver | Anschutz Medical Campus], whose address is Grants & Contracts, MS F428, AMC Bldg 500, 13001 E 17th Place Rm W1124, Aurora, Colorado, 80045-2571 (the “Contractor”), jointly (“the Parties”).

The Parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under this Agreement with the Executive Director of Denver Economic Development & Opportunity (“Executive Director”) or the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A Scope of Services, Exhibit B Budget, and Exhibit C Financial Administration**, to the City’s satisfaction. The Contract shall perform the services in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Commerce (“DOC”) or the City. **Exhibits A, B, and C** are attached hereto and incorporated herein by this reference as if fully set forth herein.

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

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

3. TERM: This Agreement commenced on November 15, 2023, and will expire on October 31, 2025 (the “Term”), unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. The Term and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Economic Development Administration (“EDA”) Build to Scale (B2S) program funds or other EDA assets.

4. COMPENSATION AND PAYMENT:

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

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

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

d. Maximum Contract Amount:

(1) Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FIVE HUNDRED THIRTY-TWO THOUSAND DOLLARS (\$532,000.00)** (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 this Agreement.

(2) The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and paid into the City Treasury as applicable cost under the Build to Scale Agreements referred to below. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF CONTRACTOR: The Contractor is an independent Contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or Directors of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **CONDITIONS:** This Agreement is also subject to, and the Contractor shall comply with:

- a. the Build to Scale Program award entered into by and between the City and DOC;
- b. the DOC Financial Assistance Standard Terms and Conditions;
- c. Department of Commerce Pre-Award Notification Requirements for Grans and Cooperative Agreements (79 FR 78390); and
- d. Build to Scale EDA Specific Award Conditions.

Additionally, this Agreement is subject to the City's Charter and all applicable City ordinances, as the same may be amended from time to time.

7. **TERMINATION:**

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

b. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, 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 this Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in this Agreement.

d. If this Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under this Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents

and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination “DRAFT-INCOMPLETE”.

8. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

a. The Contractor represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

b. The Contractor will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction unless authorized by the federal agency from which the transaction originated.

c. The Contractor shall include the certification contained in subparagraph A of this Section in any and all subcontracts hereunder and shall require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

d. The Contractor will immediately notify DEDO in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this Agreement, or if due to changed circumstances the Contractor or any of its principals have subsequently been excluded by a federal agency.

e. The representation made in subparagraph A of this Section is a material representation of fact upon which reliance was placed when this transaction was entered into.

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States

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

10. AUDIT REQUIREMENTS: Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Uniform Guidance”) and applicable federal regulations.

11. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

12. INSURANCE:

a. General Conditions: At all times during the term of this Agreement, including any renewals or extensions, the Contractor shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. This obligation shall survive the termination of this Agreement.

b. Additional Insureds: For Commercial General Liability and Auto Liability, subcontractors’ and subconsultants’ (Subcontractors) insurer(s) shall include Contractor and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

c. Subcontractors and Subconsultants: The Contractor shall ensure that all such Subcontractors maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor agrees to provide proof of insurance for all such Subcontractors upon request by the Contractor. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor 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.

d. Worker's Compensation and Employers Liability Insurance:

Subcontractors shall maintain 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.

e. Commercial General Liability:

Subcontractor shall maintain a Commercial General Liability insurance policy with minimum 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 (if applicable), and \$2,000,000 policy aggregate.

13. DEFENSE AND INDEMNIFICATION: It is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this Agreement will be construed as: (i) an express or implied waiver by either Party of their respective governmental immunity; (ii) an express or implied acceptance by either Party of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.; (iii) a pledge of the full faith and credit of either Party; or (iv) the assumption by either Party of a debt, agreement, or liability of the other Party in violation of Article XI, Section 1 of the Constitution of Colorado.

14. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

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

assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any subconsultant, subcontractor or assign.

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

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

18. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

20. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion,

will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

21. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of Denver Economic Development & Opportunity or
Designee
Denver Economic Development Opportunities
101 W. Colfax Ave., Suite 850
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.

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

23. GOVERNING LAW; VENUE: This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action

relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

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

25. 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.

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

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

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

29. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor agree that 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 of the Contractor (collectively “Contractor Materials”) made available, directly or indirectly, by the Contractor to City as part of the Scope of Services, are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. The Contractor Materials, processes, methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

30. SURVIVAL OF CERTAIN PROVISIONS: The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor’s obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

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

32. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise

the same standard of care to protect such Proprietary Data and information as a reasonably prudent Contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

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

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

35. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations. The Contractor shall cooperate and comply with the provisions of 2 CFR Part 182 regarding a Drug-Free Workplace.

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

Exhibit List

Exhibit A – Scope of Services

Exhibit B – Budget

Exhibit C – Financial Administration

Exhibit D – Certificate of Insurance

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

Contract Control Number:
Contractor Name:

OEDEV-202368028-00
REGENTS OF THE UNIVERSITY OF COLORADO
DENVER

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

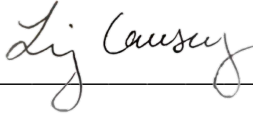
By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-202368028-00
REGENTS OF THE UNIVERSITY OF
COLORADO DENVER

By:  12/13/23

Name: Liz Causey
(please print)

Title: Manager of Contracts
(please print)

**EXHIBIT A
SCOPE OF SERVICES**

PROJECT NAME: EDA TECH UP PARTNER AGREEMENT

ACTIVITY NAME: Tech Up - CU Denver Mid-Level Entrepreneurship Program

**DENVER ECONOMIC DEVELOPMENT & OPPORTUNITY &
University of Colorado Denver (CU Denver)**

Federal Award ID (FAIN) #: ED22HDQ0240183
Assistance Listing Number: CFDA 11.302
Federal Award Date: 11/01/2022
Federal Awarding Agency: U.S. Department of Commerce, Economic Development Administration
Pass-Through Entity: City and County of Denver
Awarding Official: Eric Smith

I. INTRODUCTION

Period of Performance Start and End Dates: 11/01/2022 – 10/31/2025

Subaward Project Description:

The purpose of this contract agreement is to provide a **Subaward** for up to \$532,000 through Denver Economic Development and Opportunity (DEDO) Division of Entrepreneurship & Innovation. These funds will be provided to University of Colorado Denver (CU Denver) to be utilized for the Tech Up Program. The program is designed to deliver entrepreneurial support for early and mid-stage business participants with a focus on underrepresented founders of color. The award is not for Research and Development (R&D).

Funding Source: Federal Financial Assistance Award Amount: \$532,000

Seminars	\$177,333.34
Deep Horizons	\$177,333.33
Imaginator Academy	\$177,333.33

Sub-awardee Organization: University of Colorado Denver (CU Denver)
EIN#: ZXMLJ7G7XLE1 TPID: 84-6000555
DUNS#: 0410963140000
SAM.gov Expiration Date: 03/26/2024
Address: 1800 Grant Street, Suite 600 Denver, CO 80203
Contact Person: Liz Causey or Garrett Steed
Phone: 303 724 0090
Email: xenia@ucdenver.edu

Organization Type:

Nonprofit For-profit Individual Partnership Corporation Publicly Owned Other

**EXHIBIT A
SCOPE OF SERVICES**

Council District(s): City-wide **Neighborhood(s):** City-wide **Census Block(s):** n/a
(only required for Low Mod Area)

Contractor Relationship:

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

The Federal Funding Accountability and Transparency Act (FFATA)

1. In the business's or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:
 Yes No

If YES, continue to statement 2.

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific SAM.gov record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:
 Yes No

If YES, stop here. If NO, continue to statement 3.

3. Provide the names and amounts of the five most highly compensated officers or executives:

- | | | |
|---|------------------------------|--|
| Program income (of any type, e.g., fees) will be generated by this activity. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Contract will be funding architectural, engineering or other project soft cost. | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| If yes, final project be completed within 24 months. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| Purpose of this activity is to: | | |
| Help prevent homelessness | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Help the homeless | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Help those with HIV/AIDS | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Primarily help persons with disabilities | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |

EXHIBIT A
SCOPE OF SERVICES

II. ACTIVITY DESCRIPTION

Description of Activity and Program Requirements and Responsibilities

1. **Description of Activity:** The purpose of this contract agreement is to provide a not to exceed award for up to \$532,000 as set forth in Exhibit B- Program Budget. CU Denver will deliver and support seminars for early and mid-stage business participants with a focus on underrepresented founders of color. The seminars will further the learnings provided during the pre-accelerator programs offered through Tech Up.

2. **Use of Funds:** CU Denver will deliver services to business participants.

The program will provide services to business participants in three phases:

• Phase 1: Seminars

CU will design, deliver and support eight one-day seminars for early- and mid-stage business participants with a focus on BIPOC founders. The seminars will further the learnings provided during the pre-accelerator phases. Business participants who complete five of the seminars will be offered a certificate in entrepreneurship. The seminars will focus on execution of the milestones created as part of the pre-accelerator program and help the business participant further their growth of the business. The seminars may include lean marketing; funding sources and entrepreneurial finance; new venture leadership; new venture operations and project management; digital disruption of traditional industries; disruption in finance and real estate; legal issues; and writing compelling business plans, biotechnology and entrepreneurship, and mission-driven entrepreneurship.

Eight seminars will be offered five times in Period 1 of the agreement with 10 business participants per seminar, resulting in 80 unique business participants for Period 1. Sixteen seminars will be offered five times in Year 2 of the agreement with 10 business participants per seminar, resulting in 160 unique business participants for Year 2. This totals 240 for the duration of the agreement.

Phase II: THE CLIMB

THE CLIMB is an annual event series and pitch competition that helps future business owners transform concepts into viable companies through mentorship, education, financial support, and real-world industry exchanges. Participants will apply and compete through an exclusive Tech Up track category with its own award prize exclusive to underrepresented BIPOC-owned ventures focused on using technologies and human-centered design. Leading up to Pitch Night, a series of immersive workshops will invite participants to identify and address weaknesses in their ideas; design and test solutions; and discover viable solutions to keep their business moving forward. Participants will also be able to build their professional networks and work closely with professional mentors to develop entrepreneurial competency.

Program will be offered four times over the agreement period (twice as virtual and twice as in-person) with up to 10-15 grant-affiliated/BIPOC participants (e.g., applicants) per competition for a total of 40-60 grant-affiliated/BIPOC participants.

**EXHIBIT A
SCOPE OF SERVICES**

- Phase III: JUMP Incubator

The JUMP Incubator is a hybrid program offered by CU Denver’s Jake Jobs Center for Entrepreneurship that is designed for early-stage startups looking for the resources and guidance to take their concept beyond the ideation stage. Led by an experienced team of academics and serial entrepreneurs, this program can help startups execute new product development processes through a suite of learning and mentorship opportunities. Weekly workshops will be led by an expert guest speaker and weekly one-hour meetings with a team mentor are required. Participating teams are also given a stipend for the program; free, dedicated workspace; equity-free membership; weekly coaching and leadership development; peer-to-peer accountability; networking opportunities; and exclusive opportunities to pitch their ideas to secure funding. Teams will finish the program by developing a minimum viable product and pitch deck.

Program will be offered once per year for a total of two times over the agreement period with a cohort of up to 10-20 business participants each year for a total of 30 business participants.

3. Implementation Plan and Timeline:

The following table outlines the implementation plan for this contract.

	Deliverables	Projected Beginning & End Dates
<u>Phase One Year One – Q1 of 2024</u>	Course development and implementation of initial phases of program	March 2024
Final Billing thru Q1 of 2024		\$109,122
<u>Phase Two Year One – Q2 of 2024</u>	Administration of programming and courses	April 2024 – June 2024
Final Billing of Q2 of 2024		\$124,758
<u>Phase Three Year One – Q3 of 2024</u>	Administration of programming and courses	July 2024 – Sept 2024
Final Billing of Q3 of 2024		\$93,507
<u>Phase Four Year One – Q4 of 2024</u>	Administration of programming and courses	Oct 2024 – Dec 2024
Final Billing of Q4 of 2024		\$92,372
<u>Phase One Year Two – Q1 of 2025</u>	Administration of programming and courses	Jan 2025 – March 2025
Final Billing of Q1 of 2025		\$163,050
<u>Phase Two Year Two – Q2 of 2025</u>	Administration of programming and courses	April 2025 – June 2025
Final Billing of Q2 of 2025		\$196,070
<u>Phase Three Year Two – Q3 of 2025</u>	Administration of programming and courses	July 2025 – Sept 2025
Final Billing of Q3 of 2025		\$142,820

**EXHIBIT A
SCOPE OF SERVICES**

<u>Phase Four Year Two – Q4 of 2025</u>	Administration of programming and courses	Oct 2025 – Dec 2025
Final Billing of Q4 of 2025		\$142,301

TOTAL: \$1,064,000

4. DEDO’s Responsibilities

- Refer business participants to program.
- Offer space for programs at the Commons and Park Hill Entrepreneurship Center.
- As the recipient of the EDA Grant, DEDO will coordinate the required reporting.

5. Objective & Outcome and Indicators

Objective (Select one)

- Enhance Suitable Living Environment
- Create Decent Housing
- Promote Economic Activity

Outcome (select one)

- Availability/Accessibility
- Affordability
- Sustainability

Outcomes established for the program

Recognizing that many external and internal factors can contribute to outcomes, the following outcomes are aspirational and can be categorized as follows:

- Business creation
- Business revenue stabilization
- Business capacity and resiliency
- Neighborhood business activation

Indicators

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable
HUD Indicators:
Money Leveraged: Not applicable Number of proposed outcomes (from 1 st page): Not applicable Income Levels of people/family (are required to be reported if applicable to outcome): Not applicable Race and Ethnicity- (are required to be reported if applicable to outcome): Not applicable
Specific Indicators: Specific to this particular scope of work
Not applicable

**EXHIBIT A
SCOPE OF SERVICES**

Housing and Neighborhood Outcomes (To be reported on the Outcome and Performance Measurement Report OPMR):

Not applicable

III. Budget

Refer to Exhibit B Budget Cost Allocation Plan and Budget Narrative for a detailed, estimated description and allocation of funds.

Organization receives income from operations.

Yes No If Yes, describe:

Non-personnel costs are being funded.

Yes No

IV. Reporting

As the recipient of the federal funds, DEDO will coordinate the required reporting.

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CU Denver Subaward Budget Detail - updated 11-27-23

Sponsor: City and County of Denver's Denver Economic Development and Opportunity (DEDO)
 Prime Sponsor: Economic Development Administration (EDA)

Institution: The Regents of the University of Colorado
 on behalf of the University of Colorado Denver

Title: Denver's TechUp Build to Scale Venture Challenge
 (Innovation/ENTP Seminar Series for Underrepresented Groups)

CU Denver Project Director: Sarah (Beatrice) Soenke
 Asst. Director of Marketing and Communications
 Faculty Lead: Madhavan Parthasarathy
 Director of Jake Jabs Center for Entrepreneurship, Business School Professor

Duration: 03/01/24- 12/31/25

3% Institutionally allowed escalation factor

	Salary Base & Type	Period 1 03/01/24 - 12/31/24 (10 mos.)		Year 2 01/01/25 - 12/31/25 (12 mos.)		Total Project Costs		
		Sponsor Request	CU Denver Cost Match	Sponsor Request	CU Denver Cost Match	Sponsor Request	CU Denver Cost Match	Total Project
A. Personnel								
Principal Investigator: Sarah Soenke	(Cal 12-month)							
2.40 calendar months Per. 1 (20% effort equivalent as cost match)		\$80,506	\$16,101			\$0	\$16,101	\$16,101
3.60 calendar months Yr. 2 (30% effort equivalent as cost match)					\$24,876	\$0	\$24,876	\$24,876
Faculty Lead & Seminar Academic Director: Madhavan Parthasarathy	(AY 9-month)							
0.72 AY months (8% effort AY equivalent as cost match)		\$161,628	\$12,930			\$0	\$12,930	\$12,930
1.44 AY months (16% effort AY equivalent as cost match)					\$26,636	\$0	\$26,636	\$26,636
Grant and Event Manager: TBN	(Cal 12-month)							
10.00 calendar months Per. 1 (100% 10 mos., 90.5% sponsor/9.5% match)		\$70,000	\$52,815	\$52,815	\$5,518	\$52,815	\$5,518	\$58,333
12.00 calendar months Yr. 2 (100% effort equivalent, 90.5% sponsor/9.5% match)				\$65,251	\$6,850	\$65,251	\$6,850	\$72,101
Assistant Director of Operations & Program Manager: Clair Sims	(Cal 12-month)							
1.20 calendar months Per. 1 (10% effort equivalent as cost match)		\$80,000	\$8,000			\$0	\$8,000	\$8,000
2.40 calendar months Yr. 2 (20% effort equivalent as cost match)					\$16,480	\$0	\$16,480	\$16,480
JUMP Incubator: Student Hourly Assistants (720 hrs Yr 1, 800 hrs Yr 2)	\$25/hour	\$18,000		\$20,000		\$38,000	\$0	\$38,000
Total Salaries and Wages Costs		\$70,815	\$42,549	\$85,251	\$74,842	\$156,066	\$117,391	\$273,457
B. Fringe Benefits								
37.42% PD Soenke (University Staff, Full-time)		\$0	\$6,025	\$0	\$9,309	\$0	\$15,334	\$15,334
30.02% Faculty Lead and Academic Director Parthasarathy (Faculty, Full-time)		\$0	\$3,882	\$0	\$7,996	\$0	\$11,878	\$11,878
37.42% Grant and Event Manager, TBN (University Staff, Full-time)		\$19,763	\$2,065	\$24,417	\$2,563	\$44,180	\$4,628	\$48,808
37.42% Program Manager Sims (University Staff, Full-time)		\$0	\$2,994	\$0	\$6,167	\$0	\$9,161	\$9,161
0.77% JUMP Incubator: Student Assistants (Student, Part-time hourly)		\$139	\$0	\$154	\$0	\$293	\$0	\$293
Total Fringe Benefits Costs		\$19,902	\$14,966	\$24,571	\$26,035	\$44,473	\$41,001	\$85,474
C. Travel								
No Travel Costs Requested						\$0	\$0	\$0
D. Equipment								

	Period 1 <i>03/01/24 - 12/31/24 (10 mos.)</i>		Year 2 <i>01/01/25 - 12/31/25 (12 mos.)</i>		Total Project Costs				
	Sponsor Request	CU Denver Cost Match	Sponsor Request	CU Denver Cost Match	Sponsor Request	CU Denver Cost Match	Total Project		
No Equipment Costs Requested					\$0	\$0	\$0		
E. Supplies									
Seminar Course Development Supplies	\$373	\$4,094	\$374	\$4,100	\$747	\$8,194	\$8,941		
Total Supplies Costs	\$373	\$4,094	\$374	\$4,100	\$747	\$8,194	\$8,941		
F. Contractual									
No Contractual Costs Requested					\$0	\$0	\$0		
G. Construction									
No Construction Costs Requested					\$0	\$0	\$0		
H. Other Direct Costs									
		<i>Total Costs</i>							
Seminar Facilitators Stipends (8-16 non-employees, 5 seminars/yr @ \$2000/seminar)		\$2000/seminar	\$50,000	\$30,000	\$100,000	\$60,000	\$150,000	\$90,000	\$240,000
Seminar Mentor Stipends (8 non-employees @ \$3,000/yr)		\$3,000/yr ea.	\$23,000	\$1,000	\$23,000	\$1,000	\$46,000	\$2,000	\$48,000
Seminar Course Development Stipends (8 courses per year @ \$3,000 each)		\$3,000/seminar topic	\$12,000	\$12,000	\$12,000	\$12,000	\$24,000	\$24,000	\$48,000
Seminar Course Development: Platform/Digital Design Services			\$3,000	\$2,000	\$6,000	\$4,000	\$9,000	\$6,000	\$15,000
Seminar Marketing/Event Costs			\$11,350	\$34,050	\$30,000	\$50,000	\$41,350	\$84,050	\$125,400
THE CLIMB Prize Money				\$8,000		\$10,000	\$0	\$18,000	\$18,000
THE CLIMB: Marketing/Event Costs				\$16,500		\$16,500	\$0	\$33,000	\$33,000
JUMP Incubator: Workshop Facilitators		\$1,000/workshop	\$6,000		\$6,000		\$12,000	\$0	\$12,000
JUMP Incubator: Participant Stipends		\$2,000/participant		\$20,000		\$40,000	\$0	\$60,000	\$60,000
Total Other Direct Costs			\$105,350	\$123,550	\$177,000	\$193,500	\$282,350	\$317,050	\$599,400
I. Total Direct Costs			\$196,440	\$185,159	\$287,196	\$298,477	\$483,636	\$483,636	\$967,272
J. Indirect Costs									
City and County of Denver limited 10% TDC			\$19,644	\$18,516	\$28,720	\$29,848	\$48,364	\$48,364	\$96,728
K. Total Project Costs			\$216,084	\$203,675	\$315,916	\$328,325	\$532,000	\$532,000	\$1,064,000

PART 1: PERSONNEL & BENEFITS

Principal Investigator and Assistant Director Marketing and Communications (Sarah Soenke):

Contributing 20% of time during the 10-month Period 1 and 30% of time during Year 2 toward directing the project, marketing, advertising, and otherwise promoting the Seminar Series, THE CLIMB, and the JUMP Incubator program. The Project Director will work directly with all program parties.

Current Base Salary \$80,506. Institutionally allowable 3% annual increase was applied in Year 2, and standard University of Colorado Denver institutionally approved fringe benefit rates 37.42% for University Staff were used. 100% of this portion will be included in the university match.

Academic Faculty Director (Madhavan Parthasarathy): Contributing 8% of time during the 9-month academic year Period 1 and 16% of time during the 9-month academic year of Year 2 toward supporting the development and expansion of the Seminar Series program. The Academic Faculty Director will work with academic parties to support quality across subject matters and facilitation support.

Current Base Salary is \$161,628. Institutionally allowable 3% annual increase was applied in Year 2, and standard University of Colorado Denver institutionally approved fringe benefit rates 30.02% for Faculty were used. 100% of this portion will be included in the university match.

Assistant Director of Operations (Clair Sims): Contributing 10% of time during the 10-month Period 1 and 20% of time during Year 2 toward supporting the development and expansion of the Seminar Series program. The Program Manager will work with external parties to review and contract the best fit for program facilitation.

Current Base Salary is \$80,000. Institutionally allowable 3% annual increase was applied in Year 2, and standard University of Colorado Denver institutionally approved fringe benefit rates 37.42% for University Staff were used. 100% of this portion will be included in the university match.

Grant and Event Manager (TBN): Contributing 90% time toward the Seminar Series and 10% of their time toward the JUMP Incubator program. Responsible for all day-to-day responsibilities around the Seminar Series, including procurement, vendor contracts, facility scheduling, grant reporting, operational communications, and success for the program. This will be a contract to-be-hired position.

Base salary estimated at \$70,000. Institutionally allowable 3% annual increase was applied in Year 2, and standard University of Colorado Denver institutionally approved fringe benefit rates 37.42% for University Staff were used. 90.5% of costs supported by grant funds, 9.5% of funds provided through institutional matching funds.

JUMP Incubator: Student Hourly Assistants: Contributing 100% time toward the JUMP Incubator program. Part-time, graduate student hourly positions will assist the planning, logistics, and facilitation of the JUMP Incubator program. 720 hours are planned for the 10-month Period 1 and 800 hours planned in Year 2.

Standard Business School hourly rates for graduate students of \$25 per hour were budgeted. Standard University of Colorado Denver institutionally approved fringe benefit rates 0.77% for university student part-time employees were used. 100% of costs supported by grant funds.

TOTAL SPONSOR REQUEST FOR EMPLOYEE CONTRIBUTIONS: **\$200,539**

TOTAL MATCH FOR EMPLOYEE CONTRIBUTIONS: **\$158,392 (IN CASH EFFORT CONTRIBUTIONS)**

PART 2: OTHER DIRECT COSTS FOR SEMINAR SERIES

Facilitation: The Seminar Series program will pay up to sixteen (16) facilitators to instruct each course topic and four (4) mentors to support the attendees of the Seminar Series.

8 adjunct instructors @ \$2,000 per seminar topic (offered 5 times per year) = \$80,000 in Period 1. 16 adjunct instructors @ \$2,000 per seminar topic (offered 5 times per year) = \$160,000 in Year 2. 62.5% of this contribution will be from grant funds and 37.5% will be included in the university match.

Mentors will be paid \$3,000 each per year X 8 = \$24,000 for Period 1 and Year 2, totaling \$48,000. 95.8% of this contribution will be from grant funds and 4.2% will be included in the university match.

Course Development: These seminars will be designed to develop skills related to entrepreneurship, innovation, and a lean mindset focused on growth and sustainability. Funds will be used to support meetings, time, and support materials/software to build out each seminar course.

8 courses @ \$3,000 per seminar topic paid directly for instructors' time in Period 1 for a total of \$24,000 and 8 additional courses @ \$3,000 per seminar topic paid directly for instructors' time in Year 2 for a total of \$24,000. 50% of costs will be supported from grant funds and 50% matched from the university. \$8,941 additional budget for development supplies and \$15,000 additional budget for platform and digital design support for the first two years. 47% of costs will be supported from grant funds and 53% matched from the university.

Marketing/Communications, General Operations, and Official Function: Supporting costs to build awareness and engagement around the seminar program. Costs include web development, marketing, advertising, promotions, and registration through online/mobile formats. Additionally, costs will support the Center in hosting the Seminar Series. Marketing and communications funds will focus primarily on promotions to target underrepresented minority groups.

Total Marketing and Event Costs \$125,400 for all years. 33% of costs will be supported from grant funds and 67% matched from the university.

THE CLIMB | Startup Pitch Competition: THE CLIMB is hosted twice a year — once as a virtual competition in the fall and once as an in-person competition in the spring. This competition is open to all college students in Colorado, though attendance at Pitch Night in April is open to the public. Pitch finalists will receive cash and in-kind awards to help launch and develop their validated concepts.

Grant participants competing in THE CLIMB will be awarded \$8,000 (\$4,000 per competition) in prize money for Period 1 and \$10,000 (\$5,000 per competition) in Year 2 for a total of \$18,000.

Total for THE CLIMB: Marketing/Event Costs will be \$33,000 for both Period 1 and Year 2. 100% will be matched from the university.

JUMP Incubator: The Jake Jobs Center for Entrepreneurship will host and run an incubator program once a year designed for early-stage startups looking for the resources and guidance to take their concept beyond the ideation stage.

10% of the Grant and Event Coordinator's time for scheduling and meeting needs through grant funds accounted for under EMPLOYEE CONTRIBUTIONS above. Costs for six workshop facilitators, paid \$1,000 per workshop and totaling \$12,000 for Period 1 and Year 2, will be sourced from grant funds. The remaining \$60,000 will be sourced from university matching funds to support participant stipends and enrollment.

TOTAL SPONSOR REQUEST FOR SUPPLIES & OTHER DIRECT COSTS: **\$283,097**

TOTAL MATCH FOR SUPPLIES & OTHER DIRECT COSTS: **\$325,244 (IN CASH)**

TOTAL DIRECT COSTS

TOTAL SPONSOR REQUEST DIRECT COSTS: **\$483,636**

TOTAL UNIVERSITY DIRECT COST MATCH: **\$483,636**

INDIRECT COSTS

TOTAL SPONSOR INDIRECT COSTS (City of Denver sponsor required 10% of TDC): **\$48,364**

TOTAL UNIVERSITY MATCH INDIRECT COSTS (City of Denver sponsor required 10% of TDC): **\$48,364 (IN KIND UNRECOVERED INDIRECT COSTS)**

TOTAL PROJECT COSTS

GRAND TOTAL OF SPONSOR REQUEST: \$532,000.00

GRAND TOTAL OF UNIVERSITY/JJCE MATCH: \$532,000.00

TOTAL PROJECT COST: \$1,064,000

EXHIBIT C
FINANCIAL ADMINISTRATION

1.1 Compensation and Methods of Payment

- 1.1.1 Disbursements shall be processed through the Denver Economic Development Opportunity (DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must submit expenses and accruals to DEDO on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense, except for the final voucher for reimbursement.
- 1.1.3 The Contractor shall submit the final voucher for reimbursement no later than **forty-five (45) days after the end of the contract period.**
- 1.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

- 1.2.1 In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to DEDO in order to be paid.
 - a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.
 - b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).
- 1.2.2 No more than six (6) vouchers may be submitted per contract per month, without prior approval from DEDO.
- 1.2.3 All vouchers for all Agreements must be correctly submitted within forty-five (45) days of the Agreement end date to allow for correct and prompt closeout.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

- 1.2.5 Only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
- 1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
- a. Amount of the request in total and by line item;
 - b. Period of services for current reimbursement;
 - c. Budget balance in total and by line item;
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to DEDO prior to the draw request.
- 1.2.8 The standardized DEDO “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

- 1.3.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
- 1.3.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

- 1.3.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

1.4 Fringe Benefits

- 1.4.1 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

1.5 General Reimbursement Requirements

- 1.5.1 Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 1.5.2 Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- 1.5.3 Pager/Cell Phone: Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
- 1.5.4 Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.
- 1.5.5 Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received

by DEDO within forty-five (45) days after the end of the service period stated in the contract.

2.1 Program Income

- 2.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
- 2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
- 2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

3.1 Financial Management Systems

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

- 3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.

- 3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 3.1.5 Applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 3.1.7 The Contractor shall maintain separate accountability for DEDO funds as referenced in the OMB Omni Circular.
- 3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

4.1 Audit Requirements

- 4.1.1 If the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 A copy of the final audit report must be submitted to the DEDO Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- 4.1.3 A management letter, if issued, shall be submitted to DEDO along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to DEDO within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to DEDO

funding, the Contactor shall prepare and submit a Corrective Action Plan to DEDO in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.

All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **DEDO Financial Management Unit**; DEDOFMUAcctsPayable@denvergov.org

- 4.1.4 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.5 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

5.1 Budget Modification Requests

- 5.1.1 Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require only notification to DEDO with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by DEDO. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
- 5.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

6.1 Procurement

- 6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.
- 6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

- 6.1.3 If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

7.1 Bonding

- 7.1.1 DEDO may require adequate fidelity bond coverage, in accordance with , 2 CFR 200.304(b) where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

- 8.1.1 The Contractor must retain for five (5) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

9.1 Contract Close-Out

- 9.1.1 All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by DEDO in writing.
- 9.1.2 Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
- 9.1.3 DEDO will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, DEDO reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

10.1 Collection of amounts due

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, DEDO may; 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor or, 3) other action permitted by law.



University of Colorado

Boulder | Colorado Springs | Denver | Anschutz Medical Campus

UNIVERSITY RISK MANAGEMENT

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To the Certificate Holder:

Enclosed please find a copy of the certificate of insurance for the Board of Regents of the University of Colorado (the University). The certificate is provided as required by an agreement.

The University's Self Insured Retention (SIR) and its excess insurance coverage do not anticipate nor allow naming others as Additional Insured or providing a Waiver of Subrogation.

Also, as a public entity, the University retains sovereign immunity under the eleventh Amendment to the U.S. Constitution and the Colorado Governmental Immunity Act (the Act). The University cannot waive any rights or obligations related to such immunity.