

A G R E E M E N T

THIS AGREEMENT between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **FRANK MOYA**, Attorney at Law, with a principal place of business located at 1724 Ogden Street, Denver, CO 80218-1018, (“Law Firm”), collectively the City and Law Firm are referred to as the “parties”.

The parties agree as follows:

1. COORDINATION COUNTY COURT ADMINISTRATOR: Law Firm shall fully coordinate all services under to the Agreement with the Presiding Judge of the Denver County Court, (“Presiding Judge”) or his or her designee. The Court’s authorized representative for the purposes of contract administration is the Court Administrator and Law Firm shall submit all correspondence regarding contract administration, payment requests, and reports to the Court Administrator.

2. PROFESSIONAL SERVICES TO BE PERFORMED: As assigned by the Presiding Judge, Law Firm shall provide the legal services identified below in accordance with the terms and conditions set forth below. Law Firm shall provide:

(a) The services of at least four full-time and one half-time attorneys, duly licensed and authorized to practice law in Colorado, to represent indigent defendants charged with municipal ordinance offenses in Courtrooms 3F, 3G, and 3H of the Denver County Court.

(b) Legal services to indigent homeless individuals for a special docket administered by the Court to dispose of any and all outstanding municipal criminal matters.

(c) Legal counsel and shall present program information to eligible municipal defendants with mental health issues in the Court to Community (or its successor specialty court) program, as well as attend staffing sessions with program team members.

(d) Legal services to indigent defendants in certain proceedings as necessary and appropriate, upon appointment thereof.

(e) All training and supervision of attorneys employed by Law Firm necessary to furnish professional legal representation and shall designate an attorney employed by Law Firm, as the lead/supervising attorney for these purposes. The lead/supervising attorney shall be responsible for maintaining full-time coverage of courtrooms 3F, 3G, and 3H; will function as the primary backup attorney; act as the primary liaison with the Court; and shall be available upon reasonable notice to confer with the trial judges and magistrates regarding legal representation being provided in the courtrooms. If the designated lead/supervisor is no longer employed by Law Firm, Law Firm shall notify the Presiding Judge in writing, no later than forty-eight (48) hours before the date of that person’s last day of work for Law Firm and the name of the person who will assume the duties and responsibilities of the lead/supervising attorney under the Agreement.

(f) Monthly case management reports to the Presiding Judge and the Court Administrator. These reports shall include, by courtroom, the total number of defendants represented, the number of cases that reach disposition, and the number of appeals. Other case management information may be requested throughout the year by the Presiding Judge.

3. **TERM:** The Agreement will commence on January 1, 2014 and will expire on December 31, 2014 (the “Term”).

4. **PAYMENT:**

(a) **Monthly Retainer Fee.** For all services provided under the Agreement, the City shall pay to Law Firm and Law Firm shall accept a monthly retainer for all services to be performed and costs incurred in the amount of **Forty-Three Thousand Seven Hundred Fifty Dollars (\$43,750)**, which shall be paid on a monthly basis. The monthly retainer fee includes all costs incurred by Law Firm for all documents sought for *in camera* review from the City’s Department of Safety and Law Firm shall neither seek nor obtain payment of cost of this discovery by direct court order or from any other source.

(b) **Monthly Statement of Services.** Law Firm shall submit a monthly invoice briefly describing the legal services provided with itemization of date and time (hours and tenths or fractions of hours); the name and position of each service provider and that provider’s billing rate, a separate itemized statement of all eligible expenses incurred during the billing period, and the total amount due for the invoicing period. All invoices shall reference the Contract ID Number. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice of Law Firm. Any questions regarding the eligibility of an expense must be resolved in writing by the Court before Law Firm incurs any such expense.

(c) **Maximum Contract Amount.**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED TWENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$525,000.00)** (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 Law Firm beyond that specifically stated herein. Any services performed beyond those duly authorized pursuant to the Agreement are performed at Law Firm’s risk and without authorization under the Agreement.

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

multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. STATUS OF LAW FIRM: Law Firm is an independent contractor retained to perform professional or technical services for limited periods of time. Neither Law Firm 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 may terminate the Agreement at any time, with or without cause. The effective date of termination will be the date set forth in the termination notice. If Law Firm's services are terminated, it will be paid only for that portion of services satisfactorily completed in accordance with the Agreement through the effective date of termination.

(b) Notwithstanding the preceding paragraph, the City may terminate the Agreement if Law Firm 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 Law Firm'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, Law Firm shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for services duly requested and satisfactorily performed as described in the Agreement.

7. EXAMINATION OF RECORDS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of Law Firm, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

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

9. INSURANCE:

(a) **General Conditions.** At the time of or before executing the Agreement, Law Firm shall secure the following insurance covering all operations, goods or services provided pursuant to the Agreement. Law Firm shall keep the required insurance

coverage in force at all times during the term of the Agreement, including any extension of it, during any warranty period, and for three (3) years after its termination. The required insurance must be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy must contain a valid provision or endorsement requiring notification to the City in the event any of the required policies are canceled or non-renewed before the expiration date thereof. The notice must be sent thirty (30) days before cancellation or non-renewal unless it is due to non-payment of premiums, for which notice shall be sent ten (10) days prior. If written notice is unavailable from the insurer, Law Firm shall provide written notice of cancellation, non-renewal and any reduction in coverage by certified mail, return receipt requested within three (3) business days of notice by its insurer(s). If any policy is in excess of a deductible or self-insured retention, Law Firm shall notify the City. Law Firm is responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in the Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of Law Firm. Law Firm shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under the Agreement. All notices required above, must be sent to the persons identified in the Notice section of the Agreement and must include the City contract control number that is on the signature page of the Agreement.

(b) Proof of Insurance. Law Firm shall provide a copy of the Agreement to its insurance agent or broker. Law Firm may not commence services or work relating to the Agreement prior to placement of coverages required under the Agreement. Law Firm covenants that the certificate of insurance attached as **Exhibit A**, which should be an ACORD certificate, complies with all insurance requirements of the Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in the Agreement does not act as a waiver of Law Firm's breach of the Agreement or of any of the City's rights or remedies under the Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

(c) Additional Insureds. For commercial general liability and auto liability, Law Firm insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(d) Waiver of Subrogation. For all coverages required under the Agreement, Law Firm's insurer shall waive subrogation rights against the City.

(e) Subcontractors and Sub-consultants. All subcontractors and subconsultants, including independent contractors, suppliers, or other entities providing goods or services required by the Agreement, are subject to all of the requirements in the Insurance section and shall procure and maintain the same coverages required of Law Firm. Law Firm shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that they

maintain the required coverages. Law Firm agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

(f) Workers' Compensation/Employer's Liability Insurance. Law Firm 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. Law Firm expressly represents to the City, as a material representation upon which the City is relying in entering into the Agreement, that none of Law Firm's officers or employees who may be eligible under any statute or law to reject workers' compensation insurance shall effect such rejection during any part of the term of the Agreement, and that any such rejections previously effected, have been revoked as of the date Law Firm executes the Agreement.

(g) Commercial General Liability. Law Firm shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

(i) Professional Liability (Errors & Omissions). Law Firm shall maintain limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. Policy shall include a severability of interest or separation of insured provision (no insured vs. insured exclusion) and a provision that coverage is primary and non-contributory with any other coverage or self-insurance maintained by the City.

(j) Additional Provisions.

- (1)** For commercial general liability, the policies must provide the following:
 - (A)** That the Agreement is an Insured Contract under the policy;
 - (B)** Defense costs outside the limits of liability;
 - (C)** A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (D)** A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (2)** For claims-made coverage, the retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

- (3) Law Firm shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, Law Firm will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION:

(a) Law Firm 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 the 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 Law Firm or its subcontractors and sub-consultants 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) Law Firm’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. Law Firm’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

(c) Law Firm shall defend any and all Claims that 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.

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

(e) This defense and indemnification obligation shall survive the expiration or termination of the Agreement.

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

12. ASSIGNMENT; SUBCONTRACTING: Law Firm shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under the Agreement without obtaining the Presiding Judge's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of the Agreement by the City. The Presiding Judge 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) Law Firm shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to 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.

14. 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 Law Firm receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

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

16. SEVERABILITY: Except for the provisions of 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.

17. 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. Law Firm 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) Law Firm acknowledges that it and its attorneys are bound by the Colorado Rules of Professional Conduct applicable to Colorado attorneys, including without limitation Rule 1.7, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Law Firm, including any of its employees and independent contractors, if any, shall not engage in any transaction, activity or conduct

that would result in a conflict of interest under the Agreement or result in any other violation of the Colorado Rules of Professional Conduct. Law Firm shall ensure that all of its employees and independent contractors, if any, comply with the Colorado Rules of Professional Conduct in relation to services provided under the Agreement.

18. 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 Law Firm at the address first above written, and if to the City as indicated below. Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

Presiding Judge
Denver County Court
1437 Bannock St., Room 108
Denver, Colorado 80202-5310

With a copy of any such notice to:

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

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

(a) The Agreement is subject to D.R.M.C. Division 5 of Article IV of Chapter 20, and any amendments (the "Certification Ordinance").

(b) Law Firm certifies that:

- (1) At the time of its execution of the Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

(c) Law Firm also agrees and represents that:

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

- (2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to Law Firm that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, through participation in the E-Verify Program.
- (4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires Law Firm to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. Law Firm will also then terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S, or the City Auditor, under authority of D.R.M.C. § 20-90.3.

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

20. DISPUTES: All disputes between the City and Law Firm 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 will be the Presiding Judge.

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

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, Law Firm may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. Law Firm shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Law Firm shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

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

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

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

27. INTELLECTUAL PROPERTY RIGHTS: The City and Law Firm intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by Law Firm and paid for by the City pursuant to the Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. Law Firm shall disclose all such items to the City.

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,” Law Firm (by the Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

29. ADVERTISING AND PUBLIC DISCLOSURE: Law Firm shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of Law Firm’s advertising or public relations materials without first obtaining the written approval of the Presiding Judge. 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. Law Firm shall notify the Presiding Judge in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

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

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

32. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Law Firm 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 may result in contract personnel being barred from City facilities and from participating in City operations.

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

34. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Law Firm 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.

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Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: COURT-201313489-00

Contractor Name: MOYA, FRANK

By: Frank Moya

Name: FRANK MOYA
(please print)

Title: Proprietor
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

VNA
R054

DATE (MM/DD/YYYY)
10-16-2013

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

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

PRODUCER HUB INTERNATIONAL INS SVCS INC/PHS 340887 P: (866) 467-8730 F: (877) 905-0457 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): (866) 467-8730 FAX (A/C, No): (877) 905-0457 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED FRANK MOYA ATTORNEY AT LAW 1724 OGDEN ST DENVER CO 80218	INSURER A : Hartford Casualty Ins Co	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			34 SBA VS5257	01/08/2013	01/08/2014	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> General Liab	<input checked="" type="checkbox"/>	<input type="checkbox"/>				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
A	AUTOMOBILE LIABILITY			34 SBA VS5257	01/08/2013	01/08/2014	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input type="checkbox"/>	<input type="checkbox"/>					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Those usual to the Insured's Operations. The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured for commercial general liability and automobile liability.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver
Department of Public Works
201 W COLFAX AVE DEPT 611
DENVER, CO 80202

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2013

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

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

PRODUCER: HUB International Ins Svcs Inc, 1125 17th Street, Suite 900, Denver, CO 80202, 888 795-0300
CONTACT NAME: Samantha Hewitt, PHONE: 303-382-5166, FAX: 866-243-0727, E-MAIL ADDRESS: samantha.hewitt@hubinternational.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Darwin National Assurance Co. NAIC #: 16624, INSURER B: CA License #0757776

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, and a summary row for 'Lawyers Prof' with policy number 03044327 and limits of 1,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
This section intentionally left blank.

CERTIFICATE HOLDER: City & County of Denver, Denver County Court, Office of the Presiding Judge, 1437 Bannock St Room 108, Denver, CO 80202
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: [Signature]