

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into, effective as of the date set forth in this Agreement (“**Effective Date**”), by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “**City**”) and, **ROCKY MOUNTAIN OFFICIALS, LLC** a Nevada limited liability company, with an address of 19483 E Tufts Cir, Centennial, CO 80015 (the “**Contractor**”), which may be individually referred to herein as a “**Party**” or jointly referred to as the “**Parties**”.

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

1. WORK TO BE PERFORMED:

A. Sports Officials and Referees Services: The Contractor shall diligently and professionally perform the sports officials and referee services and produce all the deliverables described in the attached **Exhibit A** and the Schedule and Rates in **Exhibit B**, which are both incorporated herein by this reference. The Contractor shall faithfully perform the work required under this Agreement in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent professionals who perform work of a similar nature to the work described in this Agreement. Any professional services specified under this Agreement which requires the employment of licensed or registered personnel shall be performed by licensed or registered personnel. Contractor acknowledges and agrees that the services performed under this Agreement is for the benefit and enjoyment of sports participants as well as park patrons and the general public. Any breach of or failure to abide by Park Rules and Regulations shall be deemed a material breach of this Agreement, as set forth in Section 4 of this Agreement.

B. Oversight: The Contractor shall conduct the work under the general direction of and in coordination with the Executive Director of the Denver Department of Parks and Recreation or other designated supervisory personnel (the “**Executive Director**”) and the Department employee(s) assigned to manage this work (the “**Department**”) and make every reasonable effort to fully coordinate all services with any City agency or any person or firm under contract with the City doing work which affects the Contractor’s work. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Executive Director, shall become the property of the City. The

Contractor agrees to allow the City to review any of the procedures used by it in doing the work under this Agreement and to make available for inspection all notes and other documents used in performing the work.

2. **TERM:** The term of the Agreement commences on January 1, 2024 and expires on January 1, 2027 unless this Agreement is terminated earlier as provided in this Agreement or is extended as provided in a separate amendment to this Agreement (“**Term**”).

3. **COMPENSATION AND PAYMENT:**

A. **Maximum Contract Amount:** The Maximum Contract Amount to be paid by the City to the Contractor shall in no event exceed the sum of **SEVEN HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$750,000.00)**, unless this Maximum Contract Amount is increased by a duly authorized and written amendment to this Agreement executed by the Parties in the same manner as this Agreement.

B. **Payments:** Weekly payments shall be made to the Contractor in accordance with the progress of the work based on the schedule and rates as set out in **Exhibit B**. Weekly invoices submitted by the Contractor to the Department must fully document services rendered including, but not limited to, the dates, number and types of games officiated, and number of sports officials or referees provided. The invoices must be approved by the Executive Director in writing in order to be eligible for compensation under this Agreement. All invoicing and payments are subject to the City’s Prompt Payment Ordinance, §§ 20-107 through 20-118, Denver Revised Municipal Code (“**D.R.M.C.**”) Payment will be made on complete and responsive invoices as soon as reasonably possible once the City has fully processed the invoice in the City’s financial system of record.

C. **Subject to Appropriation; No Multiple Year Obligation:** It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. The Contractor acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

D. **Amendment:** The Contractor acknowledges that the City is not obligated to execute an amendment to this Agreement for any further phase of work by the Contractor other

than the work described in **Exhibit A**, and that any further phase of work performed by Contractor beyond that specifically described or without an amendment to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

4. TERMINATION:

A. Termination for Convenience of the City: The Executive Director, upon giving twenty (20) calendar days written notice (unless a longer period is given), may terminate this Agreement, in whole or part, when it is in the best interest of the City as determined by the Executive Director. Any unfinished portion of the work shall be faithfully and timely performed by the Contractor to the extent directed by the Executive Director (in the Executive Director's discretion), and compensation for all such authorized Work performed shall be paid to the Contractor in accordance with this Agreement.

B. Termination for Cause: The City and the Contractor shall each have the right to terminate this Agreement, with cause, upon written notice to the other party. A termination shall be deemed "with cause" when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party. In addition, the City shall have the right to terminate this Agreement immediately for cause 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature, in connection with the Contractor's business. Nothing herein shall be construed as giving the Contractor the right to continue performing work under this Agreement beyond the time when the Executive Director notifies the Contractor that the Contractor's work has become unsatisfactory to the Executive Director and the Executive Director is terminating the Agreement, except to the extent that the Executive Director specifies certain work to be completed prior to terminating this Agreement.

C. Compensation: If this Agreement is terminated by the City for cause, the Contractor shall be compensated for all work satisfactorily completed and delivered to the City, and such compensation shall be limited to: (1) the sum of the amounts contained in invoices already submitted and approved by the Executive Director and (2) the cost of any work which the

Executive Director authorizes in writing which the Executive Director determines is needed to accomplish an orderly termination of the work. If this Agreement is terminated by the City without cause or by the Contractor with cause, the Contractor shall also be compensated for any reasonable costs the Contractor has actually incurred in performing authorized work hereunder prior to the date on which all work is terminated. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

5. RIGHTS AND REMEDIES NOT WAIVED: In no event shall any action or inaction, including any payments to the Contractor, by the City constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the City's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

6. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time. Neither the Contractor nor the Contractor's employees or officers are employees or officers of the City under Chapter 18 of the D.R.M.C., or for any purpose whatsoever. Without limiting the foregoing, the Contractor and the Contractor's employees and officers: a) are not entitled to workers' compensation benefits through the City; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, or shall be construed, to constitute a joint venture between the Parties.

7. INSURANCE:

A. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better.

Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the (Contractor/Consultant). The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

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

C. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

E. Subcontractors and Subconsultants: Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage

as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

F. Workers' Compensation/Employer's Liability Insurance: The parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. §8-40-202(2)(a). It is understood and agreed by the parties that the City does not (1) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work exclusively for the City for the period of time specified in the term of this Agreement; (2) establish a quality standard for the Contractor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the work will be performed; (3) pay a salary or hourly wage to the Contractor instead of the fixed contract rate stated herein; (4) terminate the work of the Contractor for cause during the term of this Agreement unless the Contractor violates the terms of the Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (5) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (6) provide tools or benefits to the Contractor; (7) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (8) pay the Contractor personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor; and (9) combine the regular operation of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

These provisions are separately stated in **Exhibit D**, "Separate Declaration Regarding Independent Status", constituting the writing mandated by C.R.S. 8-40-202(2)(b), which must be signed and notarized by the Contractor and the Executive Director. The Mayor hereby delegates to the Executive Director the authority to execute on behalf of the City **Exhibit D**, "Separate Declaration Regarding Independent Status."

G. Commercial General Liability: Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if

applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation or misconduct.

H. Personal Automobile Liability: Contractor shall ensure personal automobile insurance is in force with current state minimum limits for all vehicles used in performing services under this Agreement Contractor represents, as material representations upon which the City is relying, that Contractor does not own any fleet vehicles and that in performing Services under this Agreement, Contractor's owners, officers, directors, and employees use their personal vehicles. Contractor shall ensure that any person operating a motor vehicle in performing Services under the Agreement shall keep in full force Personal Auto Liability coverage with minimum required limits.

8. DEFENSE & INDEMNIFICATION:

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

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

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of 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 this Agreement shall in no

way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor 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 this Agreement.

9. PERSONAL PROPERTY: The City assumes no responsibility whatsoever for any Personal Property provided by the Contractor for the performance of this Agreement. City may provide certain City-owned Personal Property to the Contractor for the purposes of performing the Agreement. Contractor agrees he or she is solely responsible for the care and protection of the City-owned Personal Property while it is in the Contractor's possession and control. Contractor further agrees that City is not responsible for or obligated to defend, protect or indemnify the Contractor for any loss or damage caused by the Contractor. The City may, upon notice, hold Contractor responsible for the loss or damage of City-owned Personal Property in the Contractor's possession or control.

10. COLORADO GOVERNMENTAL IMMUNITY ACT: The Parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, *et seq.*, C.R.S.

11. PERMITS, LICENSES, TAXES, CHARGES AND PENALTIES: The Contractor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become delinquent. The Contractor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to be come delinquent. The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts which the City may be required to pay under § 20-107 to § 20-115, D.R.M.C. The City is a tax exempt entity.

12. 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 Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. 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 the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20- 276.

13. ASSIGNMENT & SUBCONTRACT: Unless otherwise expressly provided in this Agreement, the Contractor covenants and agrees that the Contractor will not assign, transfer or subcontract the Contractor's rights and obligations under this Agreement without obtaining the prior written consent of the Executive Director. Such consent may be granted or denied at the sole and absolute discretion of said Executive Director. Any assignment or subcontract approved by the Executive Director may require new or extended insurance being provided by the Contractor or the Contractor's assignee or subcontractor, as specified in the Executive Director's written consent. Any attempt by the Contractor to assign, transfer or subcontract the Contractor's rights and obligations under this Agreement without such prior written consent of the Executive Director is ineffective and void, and in no way binding on the City. In such event, the Executive Director may elect, at the discretion of said Executive Director, to terminate this Agreement and all rights of the Contractor under this Agreement and/or to seek such other remedies available to the City under law.

14. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action to or by any third person or entity. Any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which purport to obligate the City must be executed by the City in accordance with the City's Charter and the D.R.M.C.

16. INTEGRATION & AMENDMENTS: This Agreement, including the exhibits and attachments hereto (each of which is specifically incorporated herein), is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification hereto shall have any force or effect unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other modification shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the City at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the City.

17. SEVERABILITY: If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the City, the validity of the remaining portions or provisions shall not be affected, if the intent of the Parties can be fulfilled.

18. CONFLICT OF INTEREST:

A. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement; and the Contractor shall not hire, or contract for services with, any employee or officer of the City 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 which would result in a conflict of interest under this Agreement. The Contractor represents that the Contractor 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, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the City has given the Contractor written notice describing the conflict.

19. NOTICES: All written notices required by the terms of this Agreement shall be made by hand delivery, by overnight courier service, or by certified mail, return receipt requested, with such notices by the Contractor being made to:

Executive Director of Parks and Recreation

201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

With a copy to: Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, Colorado 80202

And by the City being made to the Contractor at the address set forth on the first page of this Agreement. All notices are effective upon delivery by personal delivery or overnight courier service or upon receipt by certified mail, return receipt requested.

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

21. GOVERNING LAW; COMPLIANCE WITH LAW; VENUE:

A. Governing Law: This Agreement shall 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 hereby 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 and supplements to the same.

B. Compliance with Law: The Contractor shall perform or cause to be performed all services and work under this Agreement in full compliance with all applicable laws, codes, rules, regulations and orders of the United States of America and the State of Colorado, as well as the Charter, ordinances, rules, regulations, and Executive Orders of the City and County of Denver.

C. Venue: Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

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

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

24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of this provision or refusal to cooperate with implementation of the policy can result in the City barring the Contractor from City facilities and from participating in City operations.

25. EMPLOYEES & AGENTS: With respect to the Work performed under this Agreement and to the extent that the Contractor retains any youth workers seventeen years of age or younger, the Contractor shall not hire, retain, or knowingly engage or permit the services of any supervisor, employee, volunteer, agent, or subcontractor who is an adult (eighteen years of age or older) with a felony criminal conviction or convictions, or who has been charged with a felony crime, involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children or youth. A "conviction" shall mean a plea of guilty, a plea of nolo contendere, a finding of guilt, a default judgment, or a deferred judgment and sentence. The Contractor shall use every reasonable means available to confirm through a national criminal background check that any supervisor, employee, volunteer, agent, or subcontractor who is an adult engaged in any Work under this Agreement or having contact with youth working under this Agreement, have not been convicted or charged as set forth above and shall immediately and fully inform the Executive Director if the Contractor becomes aware of any such conviction or charge. The Contractor shall provide proof of said background checks to the Executive Director upon request. If such a criminal conviction exists and the Contractor believes there are extenuating circumstances that should be considered, the Contractor may request, in writing, that the Executive Director waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-

101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Executive Director. Failure to comply with this Section or failure to promptly discharge an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the Executive Director, at the Executive Director's option, to immediately terminate this Agreement. Acknowledging and agreeing that the City has no meaningful control over any adult supervisor, employee, volunteer, agent, or subcontractor the Contractor may engage in this Work or allow to have contact with youth working under this Agreement, the Contractor agrees to release and waive any claims or defenses which it could or may potentially assert against the City arising from or related to any failure to comply with this Section or failure to achieve the purpose of this Section to protect children and youth working under this Agreement. The Contractor specifically 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 arising from or related to Contractor's failure to comply with this Section in accordance with Section 8 of this Agreement entitled "Defense & Indemnification".

26. PROPRIETARY OR CONFIDENTIAL INFORMATION; OPEN RECORDS:

A. City Information: The Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, the 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 confidential information may be damaging to the City or third parties. The Contractor agrees that all proprietary data or confidential information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of the Contractor's obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such proprietary data and confidential information as a reasonably prudent contractor would to protect the Contractor's own proprietary data or confidential information. Proprietary data and confidential information shall include, but not limited to, any materials or information which is designated or marked "Proprietary" or "Confidential" by the City or its agents, provided to or made available to the Contractor by the City subject to a confidentiality agreement or notice of confidentiality, or used by the City under a licensing agreement or other authorization by the owner of the materials or information. Proprietary data and confidential information may be in hardcopy, printed, digital or electronic

format.

(1) Use of Proprietary Data or Confidential Information: Except as expressly provided by the terms of this Agreement and subject to written permission of the Executive Director, the Contractor agrees that the Contractor shall not disclose, disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available the proprietary data or confidential information, or any part thereof, or any repackaged form of the proprietary data or confidential information, or any part thereof, to any other person, party or entity in any form or media for any purpose other than performing the Contractor's obligations under this Agreement. The Contractor further acknowledges that by providing this proprietary data or confidential information, the City is not granting to the Contractor any right or license to use such data or information except as provided in this Agreement.

The Contractor agrees that any ideas, concepts, knowledge, computer programs, or data processing techniques developed by the Contractor or provided by the City in connection with this Agreement, including any proprietary data or any confidential information, shall be deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Contractor agrees, with respect to the proprietary data and confidential information, that: (1) the Contractor shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Executive Director; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data or information; (3) the Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or information or work products incorporating such data or information to the City.

(2) Employees and Subcontractors: The Contractor shall inform the Contractor's employees and officers of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose proprietary data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

(3) Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing proprietary data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any

manner limited to, fitness, merchantability or the accuracy and completeness of the proprietary data or confidential information. The Contractor is hereby advised to verify the Contractor's work performed in reliance upon the proprietary data or confidential information. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, the Contractor agrees to contact the City immediately.

B. Contractor's Information: The Parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., and that in the event of a request to the City for disclosure of such information, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of the Contractor's proprietary or confidential material. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and the Contractor agrees to intervene in such lawsuit to protect and assert the Contractor's claims of privilege and against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor's intervention to protect and assert the Contractor's claim of privilege against disclosure under this Section including, but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

27. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the 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 the 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.

28. SOFTWARE PIRACY PROHIBITION: The Contractor shall perform no work under this Agreement that results in or from the acquisition, operation, maintenance, or use of

computer software in violation of United States copyright laws or applicable licensing restrictions. The Contractor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Contractor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the City determines that the Contractor is in violation of this provision, the City may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Contractor.

29. LEGAL AUTHORITY: The Contractor assures and guarantees that the Contractor possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the Contractor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth. The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either the Contractor or the person(s) signing the Agreement to enter into this Agreement.

30. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

31. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement shall control.

32. SURVIVAL OF CERTAIN PROVISIONS: The terms and conditions of this Agreement, together with the exhibits and attachments hereto, that, by reasonable implication, contemplate continued performance, rights or compliance beyond the expiration or termination of this Agreement, shall survive the Agreement and shall continue to be enforceable. Without limiting the generality of the foregoing, the Contractor's obligations to provide insurance and to indemnify the City shall 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.

33. INUREMENT: The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns,

to the extent that such assignments are authorized under this Agreement.

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

35. COUNTERPARTS OF THIS AGREEMENT: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

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

Exhibit List

Exhibit A – Scope of Work

Exhibit B – Schedule and Rates

Exhibit C – Certificate of Insurance

Exhibit D – Separate Declaration Regarding Independent Status

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

Contract Control Number: PARKS-202371450
Contractor Name: Rocky Mountain Officials, LLC

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

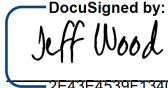
By:

By:

By:

Contract Control Number:
Contractor Name:

PARKS-202371450
Rocky Mountain Officials, LLC

By:  _____
2E43E4539F1340E...

Name: Jeff wood
(please print)

Title: jeff wood manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A Scope of Work

The City and County of Denver Parks and Recreation Department (“DPR”) provides sports programs for both adults and youths, in the spring, summer, fall, and winter seasons. The venues for these leagues include approximately twenty (20) recreation centers and thirty (30) sports fields located through the City and County of Denver. DPR is planning to offer the following leagues and tournaments:

ADULT SOFTBALL: ALL DIVISIONS
 ADULT FLAG FOOTBALL: ALL DIVISIONS
 ADULT SOCCER: ALL DIVISIONS
 ADULT BASKETBALL: ALL DIVISIONS
 ADULT VOLLEYBALL: ALL DIVISIONS
 ADULT KICKBALL: ALL DIVISIONS
 YOUTH FLAG FOOTBALL: ALL AGE DIVISIONS
 YOUTH BASKETBALL: ALL AGE DIVISIONS
 YOUTH BASEBALL: ALL AGE DIVISIONS
 YOUTH SOFTBALL: ALL AGE DIVISIONS
 YOUTH VOLLEYBALL: ALL AGE DIVISIONS
 YOUTH SOCCER: ALL AGE DIVISIONS

All sports officials assigned to work DPR games are expected to be well-versed in United States Specialty Sports Association (“USSSA”), Colorado High School Activities Association (“CHSAA”), Amateur Softball Association (“ASA”), National Sports Association (“NSA”), National Federation of State High School Associations (“NFHS”) rules, and in the Denver “House Rules” detailed on www.denvercitywidesports.org and www.denveryouthsports.org. Denver Parks and Recreation “House Rules” supersede all other rules.

A. ESTIMATED NUMBER OF GAMES:

The number of games listed are the City’s best estimate and do not obligate DPR to order or accept more than the City’s actual requirements during the period designated, as determined by actual needs and availability of appropriated funds.

NOTE: The City does not have estimated number of games for Adult Soccer; Adult Soccer is not currently offered, but the City anticipates launching the league in the future.

2024	WINTER	SPRING	SUMMER	FALL	TOTAL
ADULT SOFTBALL	0	1750	3100	1750	6600
ADULT BASKETBALL	200	200	200	280	880
ADULT FLAG FOOTBALL	0	50	50	50	150
ADULT KICKBALL	0	200	350	200	750
ADULT VOLLEYBALL	60	60	0	120	240
YOUTH BASKETBALL	690	0	0	0	690
YOUTH BASEBALL	0	0	340	0	340
YOUTH SOFTBALL	0	0	130	0	130
YOUTH FLAG FOOTBALL	0	192	0	216	408
YOUTH VOLLEYBALL	0	240	0	120	360
YOUTH SOCCER	0	72	0	72	144

2025 & 2026	WINTER	SPRING	SUMMER	FALL	TOTAL
ADULT SOFTBALL	0	1750	3100	1750	6600
ADULT BASKETBALL	200	200	200	280	880
ADULT FLAG FOOTBALL	0	50	50	50	150
ADULT KICKBALL	0	200	350	200	750
ADULT VOLLEYBALL	60	60	0	120	240
YOUTH BASKETBALL	690	0	0	0	690
YOUTH BASEBALL	0	0	340	0	340
YOUTH SOFTBALL	0	0	130	0	130
YOUTH FLAG FOOTBALL	0	192	0	216	408
YOUTH VOLLEYBALL	0	240	0	120	360
YOUTH SOCCER	0	72	0	72	144

B. SPECIFIC REQUIREMENTS:

1. The contractor agrees to supply qualified sports officials/umpires in the officiating of **adult softball, basketball, volleyball, kickball, soccer and/or flag football** as well as **youth baseball, basketball, softball, volleyball, soccer and/or flag football**, all of which shall be conducted in accordance with the rules provided by the Citywide Sports Office. At the beginning of any league, the City shall designate the number of officials required to work each game of the league, and the contractor shall provide these officials at game times and locations designated by the City.
2. The City shall pay the contractor for the services of game officials/umpires at the rates quoted. Weekly invoices must include the following information:
 - a. Total games worked per day (listed by field)
 - b. Number of officials working each game
 - c. Applicable contract pricing
 - d. Total number of "show up" charges by date
 - e. Contract number (assigned at the time of award)
3. Official Game Cancellation: The City shall not be billed for officiating services for any games cancelled by the City prior to one (1) hour before the scheduled game time. The contractor will provide the City with one (1) contact number by which the City can alert them of any game cancellations due to weather or other conditions. This phone must be monitored on game days and must also be equipped with voicemail. Denver CityWide Sports and Denver Youth Sports will also have a published "weather line" phone numbers for use by officials, players, and staff to obtain current field and game status. A one-game official/umpire "show up" charge may be billed to the City for games that are cancelled after the notification deadline has passed.
4. No Show/Late Officials Policy: If an official fails to show up for a scheduled game the City will not be billed for that official's game fee. If an official shows up five (5) minutes or later for a game, the City will receive a credit of fifty (50) percent of that official's fee against the contractor. Also, no additional charge shall be made to the City for any official who must work alone due to the non-appearance of another official/umpire. Any additional monies due to the official/umpire forced to work alone shall be the sole responsibility of the contractor.
5. Officials/umpires shall not be required to work forfeited games, and the contractor shall bill the City for officials assigned to work forfeited games as if the game had been played.
6. Officials shall check in with the Site Supervisor no later than ten (10) minutes prior to game time in the appropriate uniform as outlined in the USSSA, CHSAA, NSA, or NFHS rule book.

7. The contractor and its staff shall take precautions to protect City property, including but not limited to remotes and portable scoreboards, which are only for use during officiating hours.
8. Officials/umpires shall provide professional and quality services and shall be in good standing with the City; the City reserves the right to require the contractor to remove and/or replace an official/umpire for reasons including, but not limited to, misconduct or poor performance.

Exhibit B

No	Description	UOM	Group Id	Group Name	Price	Quantity	Total Cost
1	One game - cost 1 official	Each	adult softball	all age divisions	90	1	90
2	One game - cost 2 officials	Each	adult softball	all age divisions	65	2	130
3	Two consecutive games on the same night - cost 1 official	Each	adult softball	all age divisions	45	1	90
4	Two consecutive games on the same night - cost 2 officials	Each	adult softball	all age divisions	40	2	160
5	Three consecutive games on the same night - cost 1 official	Each	adult softball	all age divisions	45	1	135
6	Three consecutive games on the same night - cost 2 officials	Each	adult softball	all age divisions	40	2	240
	Four or more consecutive games on the same night - cost 1 official	Each	adult softball	all age divisions	45	1	180
8	Four or more consecutive games on the same night - cost 2 officials	Each	adult softball	all age divisions	40	2	320
9	One game - cost 1 official	Each	youth softball	all age divisions	100	1	100
10	One game - cost 2 officials	Each	youth softball	all age divisions	80	2	160
11	Two consecutive games on the same night - cost 1 official	Each	youth softball	all age divisions	75	1	150
12	Two consecutive games on the same night - cost 2 officials	Each	youth softball	all age divisions	60	2	240
13	Three consecutive games on the same night - cost 1 official	Each	youth softball	all age divisions	75	1	225
14	Three consecutive games on the same night - cost 2 officials	Each	youth softball	all age divisions	60	2	360
15	Four or more consecutive games on the same night - cost 1 official	Each	youth softball	all age divisions	75	1	300
16	Four or more consecutive games on the same night - cost 2 officials	Each	youth softball	all age divisions	60	2	480
17	One game - cost 1 official	Each	adult flag FB	all age divisions	85	1	85
18	One game - cost 2 officials	Each	adult flag FB	all age divisions	70	2	140
19	Two consecutive games on the same night - cost 1 official	Each	adult flag FB	all age divisions	75	1	150
20	Two consecutive games on the same night - cost 2 officials	Each	adult flag FB	all age divisions	60	2	240
21	Three consecutive games on the same night - cost 1 official	Each	adult flag FB	all age divisions	75	1	225
22	Three consecutive games on the same night - cost 2 officials	Each	adult flag FB	all age divisions	60	2	360
23	Four or more consecutive games on the same night - cost 1 official	Each	adult flag FB	all age divisions	75	1	300
24	Four or more consecutive games on the same night - cost 2 officials	Each	adult flag FB	all age divisions	60	2	480
25	One game - cost 1 official	Each	youth flag FB	all age divisions	75	1	75
26	One game - cost 2 officials	Each	youth flag FB	all age divisions	70	2	140
27	Two consecutive games on the same night - cost 1 official	Each	youth flag FB	all age divisions	55	1	110
28	Two consecutive games on the same night - cost 2 officials	Each	youth flag FB	all age divisions	45	2	180
29	Three consecutive games on the same night - cost 1 official	Each	youth flag FB	all age divisions	55	1	165
30	Three consecutive games on the same night - cost 2 officials	Each	youth flag FB	all age divisions	45	2	270
31	Four or more consecutive games on the same night - cost 1 official	Each	youth flag FB	all age divisions	55	1	220
32	Four or more consecutive games on the same night - cost 2 officials	Each	youth flag FB	all age divisions	45	2	360

No	Description	UOM	Group Id	Group Name	Price	Quantity	Total Cost
33	One game - cost 1 official	Each	adult soccer	all age divisions	150	1	150
34	One game - cost 2 officials	Each	adult soccer	all age divisions	95	2	190
35	Two consecutive games on the same night - cost 1 official	Each	adult soccer	all age divisions	100	1	200
36	Two consecutive games on the same night - cost 2 officials	Each	adult soccer	all age divisions	85	2	340
37	Three consecutive games on the same night - cost 1 official	Each	adult soccer	all age divisions	100	1	300
38	Three consecutive games on the same night - cost 2 officials	Each	adult soccer	all age divisions	85	2	510
39	Four or more consecutive games on the same night - cost 1 official	Each	adult soccer	all age divisions	100	1	400
40	Four or more consecutive games on the same night - cost 2 officials	Each	adult soccer	all age divisions	85	2	680
41	One game - cost 1 official	Each	youth soccer	all age divisions	100	1	100
42	One game - cost 2 officials	Each	youth soccer	all age divisions	75	2	150
43	Two consecutive games on the same night - cost 1 official	Each	youth soccer	all age divisions	85	1	170
44	Two consecutive games on the same night - cost 2 officials	Each	youth soccer	all age divisions	60	2	240
45	Three consecutive games on the same night - cost 1 official	Each	youth soccer	all age divisions	85	1	255
46	Three consecutive games on the same night - cost 2 officials	Each	youth soccer	all age divisions	60	2	360
47	Four or more consecutive games on the same night - cost 1 official	Each	youth soccer	all age divisions	85	1	340
48	Four or more consecutive games on the same night - cost 2 officials	Each	youth soccer	all age divisions	60	2	480
49	One game - cost 1 official	Each	adult Bball	all age divisions	150	1	150
50	One game - cost 2 officials	Each	adult Bball	all age divisions	95	2	190
51	Two consecutive games on the same night - cost 1 official	Each	adult Bball	all age divisions	120	1	240
52	Two consecutive games on the same night - cost 2 officials	Each	adult Bball	all age divisions	85	2	340
53	Three consecutive games on the same night - cost 1 official	Each	adult Bball	all age divisions	120	1	360
54	Three consecutive games on the same night - cost 2 officials	Each	adult Bball	all age divisions	85	2	510
55	Four or more consecutive games on the same night - cost 1 official	Each	adult Bball	all age divisions	120	1	480
56	Four or more consecutive games on the same night - cost 2 officials	Each	adult Bball	all age divisions	85	2	680
57	One game - cost 1 official	Each	youth Bball	all age divisions	120	1	120
58	One game - cost 2 officials	Each	youth Bball	all age divisions	75	2	150
59	Two consecutive games on the same night - cost 1 official	Each	youth Bball	all age divisions	100	1	200
60	Two consecutive games on the same night - cost 2 officials	Each	youth Bball	all age divisions	75	2	300
61	Three consecutive games on the same night - cost 1 official	Each	youth Bball	all age divisions	100	1	300
62	Three consecutive games on the same night - cost 2 officials	Each	youth Bball	all age divisions	75	2	450
63	Four or more consecutive games on the same night - cost 1 official	Each	youth Bball	all age divisions	100	1	400
64	Four or more consecutive games on the same night - cost 2 officials	Each	youth Bball	all age divisions	75	2	600
65	One game - cost 1 official	Each	adult kickball	all age divisions	90	1	90
66	One game - cost 2 officials	Each	adult kickball	all age divisions	70	2	140
67	Two consecutive games on the same night - cost 1 official	Each	adult kickball	all age divisions	45	1	90
68	Two consecutive games on the same night - cost 2 officials	Each	adult kickball	all age divisions	35	2	140
69	Three consecutive games on the same night - cost 1 official	Each	adult kickball	all age divisions	45	1	135
70	Three consecutive games on the same night - cost 2 officials	Each	adult kickball	all age divisions	35	2	210
71	Four or more consecutive games on the same night - cost 1 official	Each	adult kickball	all age divisions	45	1	180
72	Four or more consecutive games on the same night - cost 2 officials	Each	adult kickball	all age divisions	35	2	280

No	Description	UOM	Group Id	Group Name	Price	Quantity	Total Cost
73	One game - cost 1 official	Each	youth baseball	all age divisions	125	1	125
74	One game - cost 2 officials	Each	youth baseball	all age divisions	70	2	140
75	Two consecutive games on the same night - cost 1 official	Each	youth baseball	all age divisions	105	1	210
76	Two consecutive games on the same night - cost 2 officials	Each	youth baseball	all age divisions	70	2	280
77	Three consecutive games on the same night - cost 1 official	Each	youth baseball	all age divisions	105	1	315
78	Three consecutive games on the same night - cost 2 officials	Each	youth baseball	all age divisions	70	2	420
79	Four or more consecutive games on the same night - cost 1 official	Each	youth baseball	all age divisions	105	1	420
80	Four or more consecutive games on the same night - cost 2 officials	Each	youth baseball	all age divisions	70	2	560
81	One game - cost 1 official	Each	adult volley	all age divisions	100	1	100
82	One game - cost 2 officials	Each	adult volley	all age divisions	75	2	150
83	Two consecutive games on the same night - cost 1 official	Each	adult volley	all age divisions	50	1	100
84	Two consecutive games on the same night - cost 2 officials	Each	adult volley	all age divisions	40	2	180
85	Three consecutive games on the same night - cost 1 official	Each	adult volley	all age divisions	50	1	150
86	Three consecutive games on the same night - cost 2 officials	Each	adult volley	all age divisions	40	2	240
87	Four or more consecutive games on the same night - cost 1 official	Each	adult volley	all age divisions	50	1	200
88	Four or more consecutive games on the same night - cost 2 officials	Each	adult volley	all age divisions	40	2	360
89	One game - cost 1 official	Each	youth volley	all age divisions	80	1	80
90	One game - cost 2 officials	Each	youth volley	all age divisions	70	2	140
91	Two consecutive games on the same night - cost 1 official	Each	youth volley	all age divisions	45	1	90
92	Two consecutive games on the same night - cost 2 officials	Each	youth volley	all age divisions	35	2	140
93	Three consecutive games on the same night - cost 1 official	Each	youth volley	all age divisions	45	1	135
94	Three consecutive games on the same night - cost 2 officials	Each	youth volley	all age divisions	35	2	210
95	Four or more consecutive games on the same night - cost 1 official	Each	youth volley	all age divisions	45	1	180
96	Four or more consecutive games on the same night - cost 2 officials	Each	youth volley	all age divisions	35	2	280



Exhibit C CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2023

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

PRODUCER Legacy Insurance Network, LLC 13540 Northgate Estates Dr#210 Colorado Springs, CO 80921 Judy Beard		719-593-5814	CONTACT NAME: Tim Gries PHONE (A/C, No, Ext): 719-593-5814 FAX (A/C, No): 719-388-2075 E-MAIL ADDRESS: tim@legacyinsurancebroker.com
INSURED Rocky Mountain Officials, LLC 19483 E Tufts Cir Centennial, CO 80015		INSURER(S) AFFORDING COVERAGE INSURER A : Hudson Specialty Insurance	
		NAIC # 12936	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		HBD100469712	02/24/2023	02/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Personal auto policy is thru Midwest policy # PPCO0560134653 runs from 3/17/23 thru 3/17/24 liability limit is 500,000 Denver Parks and Recreation, City and County of Denver, its Elected and Appointed officials, Employees and Volunteers are additional insured for general liability required by written contract

CERTIFICATE HOLDER Denver Parks & Recreation 201 W Colfax Ave 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
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/09/2023

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.

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PRODUCER Legacy Insurance Network, LLC 13540 Northgate Estates Dr#210 Colorado Springs, CO 80921 Judy Beard		719-593-5814		CONTACT NAME: Tim Gries PHONE (A/C, No, Ext): 719-593-5814 FAX (A/C, No): 719-388-2075 E-MAIL ADDRESS: tim@legacyinsurancebroker.com	
INSURED Rocky Mountain Officials, LLC 19483 E Tufts Cir Centennial, CO 80015		INSURER(S) AFFORDING COVERAGE INSURER A : Hudson Specialty Insurance		NAIC # 12936	
		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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			HBD100469712	02/24/2023	02/24/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ excluded GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ included \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Abuse coverage is 500k limit


CERTIFICATE HOLDER <p style="text-align: center;">Certificate of insurance</p>	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 

Exhibit D

Separate Declaration Regarding Independent Status

It is understood and agreed by and between the City and **Rocky Mountain Officials, LLC** as the "Contractor" that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or any employee or subcontractors is an employee, officer, or agent of the City under Chapter 18 of the Denver Revised Municipal Code for purposes of unemployment compensation, workers' compensation, or for any purpose whatsoever.

Without limiting the foregoing, the parties hereby specifically acknowledge that the Contractor is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Contractor or some other entity besides the City, that the Contractor is not entitled to workers' compensation benefits from the City, and that the Contractor is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.

The parties recognize and agree that the Contractor is engaged in an independent occupation and profession and is free from control and direction in the performance of the services contracted for herein consistent with that mandated by C.R.S. 8-40-202(2)(a). It is understood and agreed by the parties that the City does not (a) require the Contractor to work exclusively for the City, provided that the Contractor may have elected to work for exclusively for the City for the period of time specified in the term of this Agreement; (b) establish a quality standard for the Contractor, provided that the parties agree that while the City may provide plans regarding its expectancy of the work to be performed by the Contractor, the City will not oversee the actual work of the Contractor or instruct the Contractor as to how the work will be performed; (c) pay a salary or hourly wage to the Contractor instead of the fixed contract rate stated herein; (d) terminate the work of the Contractor for cause during the term of this Agreement unless the Contractor violates the terms of this Agreement or fails to produce a work product or result that meets the specific terms provided in the Agreement; (e) provide any training for the Contractor other than minimal orientation to the site or other parameters of the Contractor activity; (f) provide tools or benefits to the Contractor; (g) dictate the time of performance; except that the Agreement completion date together with the range of negotiated and mutually agreeable work hours has been established herein; (h) pay the Contractor personally instead of making City warrants payable to the professional name of the Contractor, except that in this Agreement the Contractor is an individual and sole proprietor; and (i) combine the regular operations of the City in any way with the professional or business operations of the Contractor instead of maintaining office operations separately and distinctly.

[Handwritten Signature]
Contractor Signature

STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

Subscribed and sworn to before me this 20th day of November, 2023, by Jeffrey A. Wood, as Contractor.

Witness my hand and official seal.

My commission expires: Sep. 16, 2025

JONATHAN JIMENEZ JR.
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214036981
MY COMMISSION EXPIRES SEPTEMBER 16, 2025

[Handwritten Signature]
Notary Public
18515 E Smoky Hill Rd.
Address Centennial, CO 80015

[Handwritten Signature]
Executive Director of Parks &
Recreation Signature

STATE OF COLORADO)
CITY AND)ss
COUNTY OF DENVER)

Subscribed and sworn to before me this 21 day of December, 2023, by Jolon Clark, as Executive Director of Parks & Recreation.

Witness my hand and official seal.

My commission expires: 08/11/27

JOHNNY VYTOR VALENCIA
Notary Public
State of Colorado
Notary ID # 20234030677
My Commission Expires 08-11-2027

[Handwritten Signature]
Notary Public
Address