

## PROFESSIONAL SERVICES AGREEMENT

**THIS PROFESSIONAL SERVICES AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **ARMORED KNIGHTS, INC.**, a Nebraska corporation licensed to do business in the State of Colorado, with its principal place of business located at 2330 Paul Street, Omaha, NE 68102 (the “Contractor”), jointly the “Parties” and individually a “Party.”

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Manager of the City’s Department of Finance or the Manager’s designee, (collectively, “Manager”).

**2. SERVICES TO BE PERFORMED:**

**2.1.** As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A, the Scope of Work**, to the City’s satisfaction.

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

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

**3. TERM:** The Agreement will commence as of **January 1, 2022** and, unless terminated earlier, shall expire on **December 31, 2023** (the “Initial Term”). Notwithstanding the foregoing, the Initial Term shall be automatically extended on the same terms and conditions for up-to-three (3) additional one (1) year terms (each a “Renewal Term”) unless the Manager provides written notice to the Consultant not less than ninety (90) days prior to the expiration of the Initial Term and each respective and applicable Renewal Term that the immediately-subsequent Renewal Term will not be exercised. For purposes of this Agreement, if exercised a Renewal Term shall mean: 1) that first Renewal Term commencing on January 1, 2024 and concluding on December

31, 2024; 2) that second Renewal Term commencing on January 1, 2025 and concluding on December 31, 2025; and that third Renewal Term commencing on January 1, 2026 and concluding on December 31, 2026. Subject to the Manager's prior written authorization, the Consultant shall complete any work-in-progress as of the expiration date of the Initial Term and each Renewal Term, as applicable, and the Initial Term and Renewal Term(s), as applicable, of the Agreement will extend until the work is completed or earlier terminated by the Manager.

#### **4. COMPENSATION AND PAYMENT**

**4.1. Fee:** The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the amount of **THREE HUNDRED AND THREE THOUSAND, SIX HUNDRED AND THIRTY-THREE DOLLARS AND SIXTY CENTS (\$303,633.60)** for the Initial Term, and the amount of **ONE HUNDRED AND FIFTY-ONE THOUSAND, EIGHT HUNDRED AND SIXTEEN DOLLARS AND EIGHTY CENTS (\$151,816.80)** for each Renewal Term, as applicable, for fees. Amounts billed may not exceed rates set forth in **Exhibit A**.

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

**4.3. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in **Exhibit A**.

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

#### **4.5. Maximum Contract Amount**

**4.5.1.** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation, in the event that all Renewal Terms are effected, will not exceed **SEVEN HUNDRED AND FIFTY-NINE THOUSAND, EIGHTY-FOUR DOLLARS (\$759,084.00)** (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those

in **Exhibit A** are performed at the Contractor's risk and without authorization under the Agreement.

**4.5.2.** 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 this 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 CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever. **Without limiting the foregoing, the Parties specifically acknowledge that: 1) the Consultant is not entitled to unemployment insurance benefits (unless unemployment compensation coverage is provided by the Consultant or some other entity besides the City); 2) the Consultant is not entitled to workers' compensation benefits from the City; and 3) the Consultant is obligated to pay federal and state income taxes on any monies earned pursuant to this Agreement.**

**6. TERMINATION**

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

**6.2.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, 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. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**6.3.** Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to

termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

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

**7. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under 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 the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

**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 the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

**9. INSURANCE**

**9.1. 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. The 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, the 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. The 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. 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.

**9.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, 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 the 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.

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

**9.4. Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability, the Contractor's insurer shall waive subrogation rights against the City.

**9.5. Subcontractors and Subconsultants:** The 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.

**9.6. Workers' Compensation/Employer's Liability Insurance:** The Contractor 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.

**9.7. Commercial General Liability:** The 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.

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

**9.9. Armored Car Cargo Liability:** Contractor shall maintain in force Armored Car Cargo coverage with a minimum Liability Limit of \$5,000,000, which includes coverage for currency, coin, bullion, checks, negotiable and non-negotiable securities, and all other like and related property in the care and custody of the Contractor.

## **10. DEFENSE AND INDEMNIFICATION**

**10.1.** The 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.

**10.2.** 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.

**10.3.** 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.

**10.4.** 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.

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

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

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

The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

**13. ASSIGNMENT; SUBCONTRACTING:** The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

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

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

**18. CONFLICT OF INTEREST**



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

**18.2.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Manager of Finance or Designee  
201 West Colfax Avenue, Dept. 1010  
Denver, Colorado 80202

With a copy of any such notice to:  
Denver City Attorney's Office  
1437 Bannock St., Room 353  
Denver, Colorado 80202

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

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

**20.1.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**20.2.** The Contractor certifies that:

**20.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**20.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**20.2.3.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**20.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**20.2.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**20.2.6.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

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

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

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

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

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

**25. LEGAL AUTHORITY:** The Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute the Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing the Agreement to enter into the Agreement.

**26. 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.

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

**28. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all work product created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Work Product"), shall belong to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Work Product is a "work made for hire" and all ownership of copyright in the Work Product shall vest in the City at the time the Work Product are created. To the extent that the Work Product is not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Work Product 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. The City and Contractor agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of Contractor made available, directly or indirectly, by Contractor to City as part of the Scope of Services, are the exclusive property of Contractor or the third parties from whom Contractor has secured the rights to use such product (collectively, "Contractor Materials"). The Contractor Materials, processes,

methods and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual and irrevocable license to use the Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

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

**30. 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 Manager. 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 Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**31. CONFIDENTIAL INFORMATION**

**31.1. 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 information may be damaging to the City or third parties. The Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to the Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. The Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential," or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to

the Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

### **31.2. Use and Protection of Proprietary Data or Confidential Information**

Except as expressly provided by the terms of this Agreement, the Contractor agrees that it shall not 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 any data, including Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. The Contractor further acknowledges that by providing data, Proprietary Data or confidential information, the City is not granting to the Contractor any right or license to use such data except as provided in this Agreement. The Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the data, Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

**31.2.1.1.** 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 Manager; (2) the Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (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 work products incorporating such data or information to the City.

**31.2.1.2.** The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted data received from, or on behalf of City. It is the responsibility of the Contractor to ensure that all possible measures have been taken to secure the computers or any other storage devices used for City data. This includes industry accepted firewalls, up-to-date anti-virus software, controlled access to the physical location of the hardware itself.

**31.3. Employees and Subcontractor:** The Contractor will inform its 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.

**31.4. 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 its work. 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.

**31.5. Contractor’s Confidential Information; Open Records:** If the City is furnished with proprietary data or confidential information that may be owned or controlled by Contractor (“Contractor’s Confidential Information”), the City will endeavor, to the extent provided by law, to comply with the requirements provided by the Contractor concerning the Contractor’s Confidential Information. However, the Contractor understands that all the material provided or produced by the Contractor under this Agreement may be subject to the Colorado Open Records Act., §§ 24-72-201, *et seq.*, C.R.S. In the event of a request to the City for disclosure of such information, the City will advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of it’s the Contractor Confidential Information and take necessary legal recourse. 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 its claims of privilege against disclosure of such material or waive the same. The Contractor further agrees to defend, indemnify, save, and hold harmless the City from any Claims arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Section including, without limitation, prompt reimbursement to the City of all reasonable attorneys’ fees, costs, and damages that the City may incur directly or may be ordered to pay by such court.

**31.6.** If the Contractor receives personal identifying information (“PII”) under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII and the nature and size of the Contractor’s business and its operations. The Contractor shall be a “Third-Party Service Provider” as defined in C.R.S. § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S. §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the PII disclosed and reasonably designed to help protect the PII subject to this Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain PII under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying the PII to make it unreadable or indecipherable when the records are no longer needed.

**32. FORCE MAJEURE:** Neither Party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other Party or its officers, directors, employees, agents, contractors or elected officials and/or other substantially similar occurrences beyond the Party’s reasonable control (“Excusable Delay”) herein. In the event of any such Excusable Delay, time for performance shall be extended or suspended for a period as may be reasonably necessary to compensate for such delay.

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

**34. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the Parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other



modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

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

**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 under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of 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.

**37. PAYMENT OF CITY MINIMUM WAGE:** 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.

**Exhibits:**

**Exhibit A - Scope of Work**

**Exhibit B - Certificate of Insurance**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**Contract Control Number:** FINAN-202161380-00  
**Contractor Name:** ARMORED KNIGHTS, INC.

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: \_\_\_\_\_  
\_\_\_\_\_

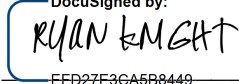
**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By: \_\_\_\_\_ By: \_\_\_\_\_  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

FINAN-202161380-00  
ARMORED KNIGHTS, INC.

By:  EFD27E3GA5B8449...

Name: RYAN KNIGHT  
(please print)

Title: Corporate Sales Manager  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

## EXHIBIT A - SCOPE OF WORK

### A.1 SERVICE REQUIREMENTS

- Maintain compliance with the delivery timeframes and pricing detailed in **Attachment A – Pickup and Delivery Schedule**, unless modified in writing by the Department of Finance, Cash and Capital Funding Division (DOF-C&CF). The schedule of services detailed in Attachment A is the City's current requirement. The City reserves the right to add or delete pick-ups, or to modify pick-up times, days and locations as required without invalidating the Agreement. To the extent that changes require an increase or decrease in the monthly price, such price changes shall be pro-rated and negotiated comparative of the City's other service locations and schedules.
- Call for, receive, and receipt from the City or its designated agents, funds, securities and/or valuable articles securely and distinctively sealed and/or locked and tagged and transport and deliver the same in like condition to the consignee designated by the City.
- The safekeeping of such funds, securities and/or valuable articles shall commence when received by the contractor and a manifest issued; the responsibility shall terminate when said funds, securities and/or valuable articles have been delivered into the possession of the designated consignee or its duly authorized agent and a drop manifest given. In the event of any loss or destruction of funds, securities and/or valuable articles while in the contractor's possession, the contractor shall recompense the City the full value.
- Due to the service level required in conjunction with this solicitation, the awarded contractor shall maintain an office within the Metro Denver area. This office should be staffed by capable employees that are available during normal working hours and are authorized to discuss matters pertaining to the contract.
- All schedule and/or service changes shall be communicated between the awarded contractor and the DOF-C&CF. Decisions regarding schedule and/or service changes shall not be made singularly between courier and location employees.
- Provide a primary contact to the City that will respond timely to any requests or issues that arise.
- Provide a photograph employee list monthly, or upon any staffing changes, whichever occurs first.
- Provide an agreed upon route plan or schedule to the DOF-C&CF showing time of arrival at each location. The schedule is expected to be maintained unless changed in writing in advance by either party.
- The addition or deletion of route locations shall be at the City's discretion and will maintain the same per-location pricing and/or discount arrangement awarded during the initial contract. Billing shall reflect only those locations receiving service that billing cycle. The City shall only pay for services rendered. In the event of a drastic service change that decreases courier service to less than 80%, the City shall continue to pay 80% of the flat monthly rate with one (1) month advance notice to the Contractor at the full current rate.
- NOTE: Same Day Banking (SDB) is a strict requirement on all deliveries to the bank. All other deliveries from City agency to City agency shall be same day deliveries, except when otherwise specified in **Attachment A – Pickup and Delivery Schedule**. Should a situation occur that funds are not delivered to banks on a same day basis, the awarded contractor shall make arrangements for the City to be fully compensated for lost earnings, in accordance with current City bank earnings rates.

**Same day banking cut-off times:**

<b>JPM Chase Bank</b>	<b>4:30 pm</b>
<b>US Bank</b>	<b>4:30 pm</b>
<b>Vectra</b>	<b>4:30 pm</b>

**A.2 INVOICING—Various Agencies**

Invoices shall be processed on a monthly basis. Separate invoices for services involving the agencies listed below should be prepared and sent to the respective agencies at the addresses shown here. All invoices are to be paid Net 30.

**AGENCY**

City & County of Denver  
Attn: Cash Management  
201 W. Colfax Avenue, 10<sup>th</sup> Floor  
Denver, CO 80202

Electronic copy sent to: [Cashand.InvestmentAdministration@denvergov.org](mailto:Cashand.InvestmentAdministration@denvergov.org)

\*includes all locations in Group A except item l

Denver International Airport  
Attn: Accounts Payable  
AOB, 8500 Pena Boulevard  
Denver, CO 80249

\*includes all locations in Group B

Denver County Court  
Attn: Maurice Stenberg  
101 W Colfax Ave, 11<sup>th</sup> Floor Reception Desk  
Denver, CO 80202

Electronic copy sent to: [DCCAccounting@denvercountycourt.org](mailto:DCCAccounting@denvercountycourt.org)

\*includes Group A item l only

**A.3 CITY FACILITY SECURITY REQUIREMENTS:**

1. Contractor shall provide a photograph employee list to Denver Security Office staff monthly or upon any staffing changes, whichever comes first.
2. Upon arrival at a City facility, the contractor shall check in at a security screening check point. There, they shall submit a government issued ID to verify identity and shall receive an assigned access card to enter security-controlled areas.
3. Upon leaving a City facility, the contractor shall check out at the security screening check point and return the assigned access card to City security personnel.

4. Contractor personnel carrying firearms into a City facility shall make notification phone calls to all law enforcement agencies present in the facility prior to their arrival or departure.
  - a. City law enforcement agencies shall provide the point of contact to call for arrival and departure notifications
  - b. No less than three attempts will be made to notify law enforcement contacts of arrival and departure
  - c. If unable to contact the law enforcement agency, entrance may be delayed until the law enforcement agency is reached. The Contractor may arrange a plan for entry with law enforcement agencies located in the facility in advance
  - d. The Contractor recognizes the inherent danger of bringing firearms into secure government facilities and agrees to make every effort to remain transparent and willing to comply with City security protocols for the safety and security of both the facility and the staff, public and visitors to the facility
5. Violations of security protocols shall be addressed immediately by the Contractor upon communication of the violation from Cash and Capital Funding Division staff.
  - a. Remedies of violations shall be made in no less than 3 days
  - b. One violation waiver per Contractor employee shall be granted
  - c. Violations beyond the one grace violation shall be considered egregious and result in the immediate removal of the Contractor employee from City facilities and denial of future access

#### **A.4 AIRPORT SECURITY:**

It is a material requirement of this Contractual Agreement that the Contractor shall comply with all rules, regulations, written policies, and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security, including access and parking requirements. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors, and Contractors of any rule, regulation, or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

The Contractor shall promptly upon notice of award of this Contractual Agreement, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors, and Contractors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contractual Agreement, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Consultant shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contractual Agreement.

#### **A.5 COVID-19 PROTOCOL**

On August 2, 2021, the Denver Department of Public Health and Environment (DDPHE) issued a Public Health Order (PHO) that requires personnel of certain entities operating within Denver to be fully vaccinated against COVID-19 by September 30, 2021. This requirement applies to employees of the City and County of Denver as well as employees of contractors hired by the City and County of Denver to provide contract services. Please read **Attachment B – COVID Protocol** for more information.

#### **A.6 COOPERATIVE PURCHASING:**

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions, pursuant to Denver Revised Municipal Code Sec. 20-64.5. To the extent other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors, the City supports such cooperative activities. Further, it is a specific requirement of this Agreement that pricing offered herein to the City may be offered by the Contractor to any other governmental jurisdiction purchasing the same products.

The Contractor must deal directly with any governmental agency concerning the placement of purchase orders, freight charges for destinations outside of the Denver Metro area, contractual disputes, invoicing, and payment. The City shall not be liable for any costs, damages incurred by any other entity.

## GROUP A: Citywide various agencies, excluding DEN Locations

Item	Customer Name	Agency Location	Location Address	Pick Up Time	Frequency	Deliver To	Delivery Deadline	Delivery / Credit Day	Average Daily Deposit	Monthly Pricing
a.	CITY AND COUNTY OF DENVER	DENVER TREASURY TAXPAYER SERVICES	201 W COLFAX AVE 1ST FLOOR DENVER CO 80204	8:00am & 2:00 pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$3,000,000	\$ 707.11
	CITY AND COUNTY OF DENVER	DENVER SHERIFF CIVIL	201 W COLFAX AVE 1ST FLOOR DENVER CO 80204	10:00am-2:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$2,400	\$ 353.56
	CITY AND COUNTY OF DENVER	DENVER PUBLIC WORKS-PARKING BUSINESS CENTER	201 W COLFAX AVE 1ST FLOOR DENVER CO 80204	9:00am-11:00am	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$97,000	\$ 353.56
	CITY AND COUNTY OF DENVER	DENVER CLERK & RECORDER	201 W COLFAX AVE 1ST FLOOR DENVER CO 80204	After 2:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$500	\$ 353.56
	CITY AND COUNTY OF DENVER	DENVER COMMUNITY PLANNING & DEVELOPMENT	201 W COLFAX AVE 2ND FLOOR DENVER CO 80204	10:00am-2:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$264,000	\$ 353.56
b.	CITY AND COUNTY OF DENVER	DENVER PARKS & RECREATION	101 W COLFAX AVE 9TH FLOOR DENVER CO 80204	12:00pm-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$10	\$ 353.56
c.	CITY AND COUNTY OF DENVER	DENVER BONDING OFFICE (TRANSFER)	490 W COLFAX AVE DENVER CO 80204 -County Court Bldg. Rm 111B	7:30am-8:30am	Monday - Friday	JPMorgan Chase	7:30am	Same	\$10,000	\$ 279.37
	CITY AND COUNTY OF DENVER	DENVER BONDING OFFICE (US BANK)	490 W COLFAX AVE DENVER CO 80204	7:30am-8:30am	Monday - Friday	US Bank	4:00pm	Same	\$5,000	\$ 279.37
d.	CITY AND COUNTY OF DENVER	DENVER JUSTICE CENTER COURT (TRANSFER)	490 W COLFAX AVE DENVER CO 80204 -County Court Bldg. Rm 111B	7:30am-8:30am	Monday - Friday	JPMorgan Chase	7:30am	Same	\$10,000	\$ 279.37
e.	CITY AND COUNTY OF DENVER	DENVER ELECTRONIC MONITORING	303 W COLFAX AVE DEPT 1601 DENVER CO 80204	10:00am-2:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$700	\$ 395.29
f.	CITY AND COUNTY OF DENVER	DENVER FIRE DEPARTMENT	745 W COLFAX AVE DENVER CO 80204	1:00am-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$54,000	\$ 395.29
g.	CITY AND COUNTY OF DENVER	DENVER POLICE DEPARTMENT	1331 CHEROKEE ST DENVER CO 80204	10:00am-2:00pm	Wed, Fri	JPMorgan Chase	4:00pm	Same	\$30,000	\$ 395.29
h.	CITY AND COUNTY OF DENVER	DENVER PUBLIC LIBRARY	10 W 14TH AVE DENVER CO 80204	2:00pm-3:30pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$10,000	\$ 499.10
i.	CITY AND COUNTY OF DENVER	DENVER ENVIRONMENTAL HEALTH	101 W COLFAX AVE, SUITE 800 DENVER CO 80202	2:00pm-3:30pm	Tues, Thurs	JPMorgan Chase	4:00pm	Same	\$30,000	\$ 158.47
j.	CITY AND COUNTY OF DENVER	DENVER CULTURAL CENTER GARAGE	65 W 12TH AVE DENVER CO 80204	7:30am-8:30am	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$600	\$ 395.29
k.	CITY AND COUNTY OF DENVER	DENVER COUNTY COURT - CITY & COUNTY BLDG	1437 BANNOCK ST RM 111B DENVER CO 80203	2:00pm-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$15,000	\$ 790.58
l.	CITY AND COUNTY OF DENVER	DENVER PERFORMING ARTS COMPLEX GARAGE	1055 13TH ST DENVER CO 80204	7:30am-8:30am	Monday - Saturday	JPMorgan Chase	4:00pm	Same	\$3,000	\$ 805.66
m.	CITY AND COUNTY OF DENVER	DENVER PERFORMING ARTS COMPLEX	1345 CHAMPA ST BUELL BASE ENTRANCE DENVER CO 80204	7:30am-8:30am	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$15,000	\$ 395.29
n.	CITY AND COUNTY OF DENVER	DENVER ANIMAL SHELTER	1241 W BAYAUD AVE DENVER CO 80223	12:00pm-1:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$400	\$ 395.29
o.	CITY AND COUNTY OF DENVER	DENVER HUMAN SERVICES	1200 FEDERAL BLVD DENVER CO 80204	10:00am-2:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$15,000	\$ 395.29
p.	CITY AND COUNTY OF DENVER	DENVER MOTOR VEHICLE -SOUTHWEST	3100 S SHERIDAN BLVD DENVER CO 80227	11:00am-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$9,000	\$ 395.29
q.	CITY AND COUNTY OF DENVER	DENVER MOTOR VEHICLE - TREMONT	2855 TREMONT PL DENVER CO 80205	2:00pm-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$28,000	\$ 395.29
r.	CITY AND COUNTY OF DENVER	DENVER MOTOR VEHICLE - NORTHWEST	3698 W 44TH AVE UNIT EF DENVER CO 80212	1:00pm-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$9,000	\$ 395.29
s.	CITY AND COUNTY OF DENVER	DENVER MOTOR VEHICLE - NORTHEAST	4685 PEORIA ST DENVER CO 80239	1:00pm-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$8,000	\$ 395.29
t.	CITY AND COUNTY OF DENVER	DENVER MOTOR VEHICLE - SOUTHEAST	2243 S MONACO PKWY, #102	1:00pm-3:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$10,000	\$ 395.29
u.	CITY AND COUNTY OF DENVER	DENVER SHERIFF VEHICLE IMPOUND	5160 YORK ST DENVER CO 80216	8:00am-9:00am	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$900	\$ 395.29
v.	CITY AND COUNTY OF DENVER	DENVER COLISEUM	4600 HUMBOLDT ST DENVER CO 80216	11:00am-1:00pm	SCHEDULED ON CALL	JPMorgan Chase	4:00pm	Same		\$ 74.75
w.	CITY AND COUNTY OF DENVER	RED ROCKS AMPITHEATRE	18300 W ALAMEDA PKWY MORRISON CO 80465	After 2:00pm	SCHEDULED ON CALL					\$ 74.75



GROUP B: DEN Locations										
Item	Customer Name	Agency Location	Location Address	Pick Up Time	Frequency	Deliver To	Delivery Deadline	Delivery / Credit Day	Average Daily Deposit	Monthly Pricing
x.	CITY AND COUNTY OF DENVER	DIA, PARKING OPERATIONS (CONTRACTOR)	8400 PENA BLVD LEVEL 1 WEST DENVER CO 80249	10:00am-12:00pm	Monday - Saturday	JPMorgan Chase	4:00pm	Same	\$400,000	\$ 598.00
	CITY AND COUNTY OF DENVER	DIA, PARKING OPERATIONS (CONTRACTOR)	8401 PENA BLVD LEVEL 1 WEST DENVER CO 80249	10:00am-12:00pm	Monday - Sunday	JPMorgan Chase	4:00pm	Same		\$ 699.20
	CITY AND COUNTY OF DENVER	DIA FINANCE - AIRPORT OFFICE BUILDING	8500 PENA BLVD AOB 8TH FLOOR DENVER CO 80249	10:00am-12:00pm	Monday - Friday	JPMorgan Chase	4:00pm	Same	\$650,000	\$ 499.10



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2021

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).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 402-861-7000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> michelle.schrilla@fnicgroup.com														
<b>INSURED</b> ARM76441 Armored Knights, Inc.; On Line ATM Services, Inc.; and Colorado Armored, LLC 2330 Paul St Omaha NE 68102	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Acuity</td> <td style="text-align: center;">14184</td> </tr> <tr> <td>INSURER B : North Pointe Insurance Company</td> <td style="text-align: center;">27740</td> </tr> <tr> <td>INSURER C : Allied World Surplus Lines Insurance Co</td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acuity	14184	INSURER B : North Pointe Insurance Company	27740	INSURER C : Allied World Surplus Lines Insurance Co	24319	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 212258720**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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5200315901	7/26/2021	7/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZD5376	7/26/2021	7/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			5201126101	7/26/2021	7/26/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	EQB0200944	7/26/2021	7/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City and County of Denver are additional insured for General Liability if required by written contract executed prior to loss.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver  
 201 West Colfax Ave  
 Dept 304, 11th Fl  
 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

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**CUSTOMER EVIDENCE OF INSURANCE**

**THIS EVIDENCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE HOLDER. THIS EVIDENCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES REFERRED TO HEREON.**

**NAME AND ADDRESS OF THE BROKER OR AGENT**

**MARSHALL & STERLING, INC.  
110 MAIN STREET  
POUGHKEEPSIE, NY 12601**

**NAME AND ADDRESS OF INSURED**

**ARMORED KNIGHTS, INC. &/OR  
COLORADO ARMORED, LLC &/OR  
ONLINE ATM SERVICE, INC  
2330 PAUL STREET  
OMAHA, NE 68102**

**COVER NOTE NUMBER OF RELEVANT INSURANCE – FINFR2200317**

**EXPIRY DATE JANUARY 9, 2023**

The policies of insurance listed above 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 evidence may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. A policy summary is attached for information only. Aggregate limits shown may have been reduced by paid claims.

Should any of the above described policy(ies) be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days written notice to the below named holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

**NAME AND ADDRESS OF HOLDER**

**City and County of Denver  
201 West Colfax Ave, Dept 206  
Denver, CO 80202**

**PAGE 2 – RE: City and County of Denver**

**POLICY SUMMARY**

**ARMORED KNIGHTS, INC. AND OR COLORADO ARMORED, LLC,  
ONLINE ATM SERVICE, INC**

**ISSUE DATE: 1/11/2022 vr**

**INSURERS AFFORDING COVERAGE**

**COMPANY A UNDERWRITERS AT LLOYDS**

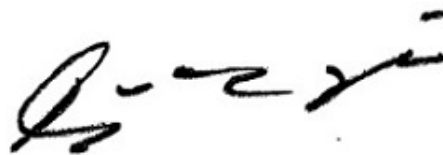
<b>Co. Ltr.</b>	<b>Type of Insurance</b>	<b>Policy Effective Date</b>	<b>Limits</b>
<b>A</b>	<b>ARMORED CAR CRIME COVERAGE</b>	<b>JAN 9, 2022</b>	
	<b>ARMORED TRANSIT</b>		<b>\$ 5,000,000.</b>
	<b>UNARMORED TRANSIT- (With two man crew)</b>		<b>\$ 400,000.</b>
	<b>UNARMORED TRANSIT- (With one man crew)</b>		<b>\$ 75,000.</b>
	<b>VAULT/PREMISE 2330 PAUL ST, OMAHA, NE</b>		<b>\$ 10,000,000.</b>
	<b>VAULT/PREMISE: 375 YUMA ST, DENVER, CO</b>		<b>\$ 2,000,000.</b>
	<b>500 SHAW STREET, DES MOINES, IA</b>		<b>\$ 5,000,000.</b>
	<b>801 9<sup>th</sup> AVENUE UNIT 10B BRANDON, SD</b>		<b>\$ 1,000,000.</b>

**PER COVER NOTE CONTENTS**

**Description of operations/locations/vehicles/special items**

**HOLDER IS LISTED UNDER CURRENT POLICY IN RESPECT TO ATTACHED LOSS  
PAYMENT RIDER.**

**Authorized Representative**



**DISCLAIMER: THIS EVIDENCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S),  
AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE HOLDER, NOR DOES IT AFFIRMATIVELY OR  
NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED  
THEREON.**

**LSW 1001 SEVERAL LIABILITY NOTICE: “THE SUBSCRIBING INSURERS’ OBLIGATIONS UNDER  
CONTRACTS OF INSURANCE TO WHICH THEY SUBSCRIBE ARE SEVERAL AND NOT JOINT AND ARE  
LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL SUBSCRIPTIONS. THE SUBSCRIBING INSURERS  
ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-SUBSCRIBING INSURER WHO FOR ANY  
REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATIONS.”**

## **LOSS PAYMENT RIDER**

**In the event that the insured is entitled to any payment under this policy, it is agreed that the insured may designate, in writing, a customer to whom the payment of any part thereof shall be made.**

**It is further understood and agreed that the insured's designee has no rights under the contract of insurance.**

**The only right conferred is the right to receive direct payment in accordance with this rider, but in no event shall payments made under this policy exceed the applicable coverage limits. The inclusion of more than one designated customer shall not increase the limits of the insurers' liability.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/22/2021

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).

<b>PRODUCER</b> The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145-0279	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> 402-861-7000 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> michelle.schrilla@fnicgroup.com														
<b>INSURED</b> ARM76441 Armored Knights, Inc.; On Line ATM Services, Inc.; and Colorado Armored, LLC 2330 Paul St Omaha NE 68102	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Acuity</td> <td style="text-align: center;">14184</td> </tr> <tr> <td>INSURER B : North Pointe Insurance Company</td> <td style="text-align: center;">27740</td> </tr> <tr> <td>INSURER C : Allied World Surplus Lines Insurance Co</td> <td style="text-align: center;">24319</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Acuity	14184	INSURER B : North Pointe Insurance Company	27740	INSURER C : Allied World Surplus Lines Insurance Co	24319	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES****CERTIFICATE NUMBER:** 212258720**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
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5200315901	7/26/2021	7/26/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZD5376	7/26/2021	7/26/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A	EQB0200944	7/26/2021	7/26/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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City and County of Denver  
 201 West Colfax Ave  
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 Denver CO 80202

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AUTHORIZED REPRESENTATIVE

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**NAME AND ADDRESS OF THE BROKER OR AGENT**

**MARSHALL & STERLING, INC.  
110 MAIN STREET  
POUGHKEEPSIE, NY 12601**

**NAME AND ADDRESS OF INSURED**

**ARMORED KNIGHTS, INC. &/OR  
COLORADO ARMORED, LLC &/OR  
ONLINE ATM SERVICE, INC  
2330 PAUL STREET  
OMAHA, NE 68102**

**COVER NOTE NUMBER OF RELEVANT INSURANCE – FINFR2200317**

**EXPIRY DATE JANUARY 9, 2023**

The policies of insurance listed above 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 evidence may be issued or may pertain, the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies. A policy summary is attached for information only. Aggregate limits shown may have been reduced by paid claims.

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**NAME AND ADDRESS OF HOLDER**

**City and County of Denver  
201 West Colfax Ave, Dept 206  
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**PAGE 2 – RE: City and County of Denver**

**POLICY SUMMARY**

**ARMORED KNIGHTS, INC. AND OR COLORADO ARMORED, LLC,  
ONLINE ATM SERVICE, INC**

ISSUE DATE: 1/11/2022 vr

**INSURERS AFFORDING COVERAGE**

**COMPANY A UNDERWRITERS AT LLOYDS**

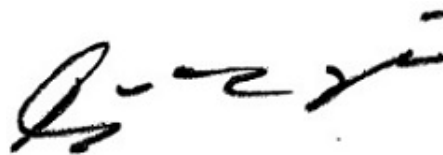
<b>Co. Ltr.</b>	<b>Type of Insurance</b>	<b>Policy Effective Date</b>	<b>Limits</b>
<b>A</b>	<b>ARMORED CAR CRIME COVERAGE</b>	<b>JAN 9, 2022</b>	
	<b>ARMORED TRANSIT</b>		<b>\$ 5,000,000.</b>
	<b>UNARMORED TRANSIT- (With two man crew)</b>		<b>\$ 400,000.</b>
	<b>UNARMORED TRANSIT- (With one man crew)</b>		<b>\$ 75,000.</b>
	<b>VAULT/PREMISE 2330 PAUL ST, OMAHA, NE</b>		<b>\$ 10,000,000.</b>
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**LSW 1001 SEVERAL LIABILITY NOTICE: “THE SUBSCRIBING INSURERS’ OBLIGATIONS UNDER CONTRACTS OF INSURANCE TO WHICH THEY SUBSCRIBE ARE SEVERAL AND NOT JOINT AND ARE LIMITED SOLELY TO THE EXTENT OF THEIR INDIVIDUAL SUBSCRIPTIONS. THE SUBSCRIBING INSURERS ARE NOT RESPONSIBLE FOR THE SUBSCRIPTION OF ANY CO-SUBSCRIBING INSURER WHO FOR ANY REASON DOES NOT SATISFY ALL OR PART OF ITS OBLIGATIONS.”**



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