

**ON CALL  
TECHNOLOGY SERVICES  
AGREEMENT**

**THIS AGREEMENT** (“Agreement”) is by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **LINK TECH, LLC.**, a Nevada limited liability corporation , whose address is 9505 Hillwood Drive, Las Vegas, Nevada 89134 (the “Consultant”). Each party may be individually referred to as a “Party” or collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the City desires to contract with an information technology consultant; and

**WHEREAS**, the Consultant is qualified and ready, willing and able to perform the services as set forth in this Agreement.

**NOW, THEREFORE**, IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

The recitals set forth above are incorporated herein as set forth in their entirety.

**1. SCOPE OF SERVICES; ORDER:** The Consultant, under the general direction of, and in coordination with City’s Chief Information Officer, or other designated supervisory personnel (the “Manager”), shall diligently perform any and all authorized services required under this Agreement. The Consultant will provide specialized professional services to support the provisioning of technology services to the City and its constituents. These specialized services are set out on the attached rate sheet, along with the rates, identified on attached **Exhibit A**. The City shall authorize specific assignments for the Consultant by placing a written service order signed by the Manager and the Consultant (the “Order”) describing in sufficient details the services and/or deliverables and rates to be provided. The City and the Consultant may also enter into flat rate Orders when those are in the best interest of the City as determined by the Manager. The Consultant agrees that during the term of this Agreement it shall fully coordinate its provision of the services with any person or firm under contract with the City doing work or providing services which affect the Consultant’s services. The Consultant shall faithfully perform the work in accordance with the standards of care, skill, training, diligence and judgment provided by highly competent individuals and entities that perform services of a similar nature to those described in this Agreement. Consultant represents and warrants that all services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards; all services will conform to applicable specifications and as attached to the Order, if any; and, it has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully

as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from any and all liens, adverse claims, encumbrances and interests of any third party.

2. **TERM:** The term of this Agreement shall commence on May 1, 2020, and shall terminate on May 1, 2025, unless earlier terminated in accordance with the Agreement. Subject to the Manager's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager.

3. **COMPENSATION AND PAYMENT:**

A. **Fee:** The City agrees to pay to the Consultant, and the Consultant agrees to accept as its sole compensation for its services rendered and costs incurred under this Agreement, the rates set forth on attached **Exhibit B**.

B. **Reimbursement Expenses:** There are no reimbursable expenses allowed under this Agreement, including travel, unless specifically set out on the rate sheet and the amount is agreed to is then later approved in writing by the City prior to being incurred. All expenses and materials of the Consultant are contained in the rate contained in Section 3(A) of this Agreement.

C. **Invoicing:** Consultant shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C.

D. **Maximum Contract Liability:**

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Consultant under the terms of this Agreement for any amount in excess of **FIVE MILLION DOLLARS (\$5,000,000.00)** (the "Maximum Contract Amount"). The Consultant acknowledges that the City is not obligated to execute an agreement or an amendment to Consultant for any further services and that any services performed by Consultant beyond that specifically described in **Exhibit A** or contained in an Order are performed at Consultant's risk and without authorization under this Agreement.

(ii) The Parties agree that the City's payment obligation, whether direct or contingent, shall extend only to funds appropriated annually by the Denver City Council, paid

into the Treasury of the City, and encumbered for the purpose of this Agreement. The Parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance 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.

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

**5. TERMINATION:**

**A.** The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Consultant. However, nothing gives the Consultant the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

**B.** Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Consultant or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Consultant's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

**C.** Upon termination of the Agreement, with or without cause, the Consultant shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

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

**F.** Upon termination of this Agreement by the City, the Consultant shall not have any claim against the City by reason of such termination or by reason of any act incidental to

termination, except for compensation for work satisfactorily performed as described in this Agreement.

**6. INTELLECTUAL PROPERTY RIGHTS:** The City and Consultant intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Consultant and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Consultant shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Consultant hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity.

**7. CITY INFORMATION:**

**A.** The Consultant acknowledges and accepts that, in performance of all work under the terms of this Agreement, the Consultant 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 Consultant agrees that all Proprietary Data or confidential information provided or otherwise disclosed by the City to the Consultant shall be held in confidence and used only in the performance of its obligations under this Agreement. The Consultant shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant 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" and provided to or made available to the Consultant by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**B.** Except as expressly provided by the terms of this Agreement, the Consultant 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 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 its obligations under this Agreement. The Consultant further acknowledges that by providing this Proprietary Data or confidential information, the City is not granting to the Consultant any right

or license to use such data except as provided in this Agreement. The Consultant further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager.

**C.** The Consultant acknowledges and understands that the Proprietary Data may not be completely free of errors. The Proprietary Data should be used for reference only and should not be relied upon in any other way, and the Consultant is hereby advised to independently verify all work performed in reliance upon the Proprietary Data.

**D.** The Consultant agrees that any ideas, concepts, know-how, computer programs, or data processing techniques developed by the Consultant or provided by the City in connection with this Agreement, 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 deemed to be the sole property of the City and all rights, including copyright, shall be reserved to the City. The Consultant agrees, with respect to the Proprietary Data and confidential information, that: (1) the Consultant shall not copy, recreate, reverse, engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) the Consultant shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; (3) the Consultant 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.

**E.** The Consultant will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of the Consultant under this Agreement shall survive the expiration or earlier termination of this Agreement. The Consultant 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.

**F.** 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 Consultant 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 Consultant agrees to contact the City immediately.

**8. Consultant'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.*, 7B C.R.S. (2003), and that in the event of a request to the City for disclosure of such information, the City shall advise the Consultant of such request in order to give the Consultant the opportunity to object to the disclosure of any of its 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 Consultant agrees to intervene in such lawsuit to protect and assert its claims of privilege and against disclosure of such material or waive the same. The Consultant 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 Consultant's intervention to protect and assert its claim of privilege against disclosure under this Article 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.

**9. EXAMINATION OF RECORDS AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to 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. .

**10. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by a Party constitute or be construed to be a waiver by that party of any breach of covenant or default which may then exist on the part of the other Party. A Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

**11. PERSONNEL:**

**A.** All key personnel identified in an Order will be dedicated by Consultant to the City. The Consultant shall submit to the Manager a list of any additional personnel who will perform services under an Order within thirty (30) days after an Order has been submitted, together with complete resumes and other information describing their ability to perform the services. Such additional personnel must be approved in writing by the Manager.

**B.** The Parties intend that all key personnel be engaged to perform their specialty for all services required by an Order and that the Consultant shall retain all key personnel for the term of the Order. If the Consultant must replace any of its key personnel, it shall notify the Manager in writing of the changes. No such replacement shall be made until the replacement is approved by the Manager, which approval shall not be unreasonably withheld. The Manager shall respond to the Consultant's written notice of replacement within fifteen (15) days of receipt. If the Manager does not respond within that time, the listed replacement personnel shall be deemed approved. If during the term of the Agreement, the Manager determines that the performance of approved key personnel is not acceptable, he shall in his sole and absolute discretion either (a) give the Consultant a reasonable period of time to correct the performance or (b) require the Consultant to replace the personnel as soon as practicable.

**C.** While the Consultant may retain and contract with subcontractors, no final agreement with any subcontractor shall be entered into without the written consent of the Manager. Requests for approval of subcontractors must be made in writing and include a description of the nature and extent of services to be provided by the subcontractor; the name, address and experience and qualifications of the subcontractor; and any other information which may be requested by the Manager. Because the Consultant's represented qualifications are a consideration to the City in entering into this Agreement, the Manager shall have the right to reject any proposed subcontractor deemed unqualified or unsuitable for any reason to perform the proposed services, and the Manager shall have the right to limit the number of subcontractors. The Manager shall respond to the Consultant's written notice regarding a subcontractor within thirty (30) days of receipt. If the Manager does not respond within that time, the subcontractor shall be deemed approved. Approval of the subcontractor shall not relieve the Consultant of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against any City property arising out of the performance of this Agreement.

**D.** The Consultant is prohibited from hiring any subcontractor that is currently debarred by the City in accordance with D.R.M.C. § 20-77.

**12. WARRANTIES, REPRESENTATIONS AND COVENANTS** Consultant represents and warrants that.

**A.** The services will be performed to any applicable specifications, and operate and produce results substantially in accordance with the Work Order, and will be free from deficiencies and defects in materials, workmanship, design and/or performance;

**B.** All technology related services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

**C.** Consultant has the requisite ownership, rights and licenses to perform its obligations under this Agreement fully as contemplated hereby and to grant to the City all rights with respect to any software and services free and clear from all liens, adverse claims, encumbrances and interests of any Third Party;

**D.** There are no pending or threatened lawsuits, claims, disputes or actions: (i) alleging that any software or service infringes, violates or misappropriates any Third Party rights; or (ii) adversely affecting any software, service or supplier's ability to perform its obligations hereunder;

**E.** The service will not violate, infringe, or misappropriate any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right of any Third Party;

**F.** Third Party Warranties and Indemnities. Consultant will assign to City all Third Party warranties and indemnities that Consultant receives in connection with any products provided to City. To the extent that Consultant is not permitted to assign any warranties or indemnities through to City, Consultant agrees to specifically identify and enforce those warranties and indemnities on behalf of City to the extent Consultant is permitted to do so under the terms of the applicable Third Party agreements;

**G.** Consultant warrants it has complied and shall comply with all applicable federal, state, and local laws and regulations of its domicile and wherever performance occurs during the term of this Agreement;

**H.** Delivery of services shall not be construed to represent acceptance nor shall delivery relieve Consultant from its responsibility under any representation or warranty. If the City makes a payment prior to acceptance, the payment does not grant a waiver of any representation or warranty by Consultant.

**13. INSURANCE:**



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

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

**C. Additional Insureds:** For Commercial General Liability, Auto Liability and Professional Liability, Consultant and subcontractor’s insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

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

**E. Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Consultant. Consultant shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Consultant agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

**F. Workers' Compensation/Employer's Liability Insurance:** Consultant shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Consultant expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Consultant's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Consultant executes this Agreement.

**G. Commercial General Liability:** Consultant shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

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

**I. Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate

**J. Additional Provisions:**

(a) For Commercial General Liability and Excess Liability, the policies must provide the following:

(i) That this Agreement is an Insured Contract under the policy;

- (ii) Defense costs are outside the limits of liability;
  - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
  - (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier
- (c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

#### **14. DEFENSE AND INDEMNIFICATION:**

**A.** Consultant 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 and until such Claims have been specifically determined by the trier of fact to be due to the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Consultant or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

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

**C.** Consultant will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City

shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

**F.** Consultant will, at Consultant's expense, indemnify, defend and hold harmless the City, its officers, agents and employees from and against any loss, cost, expense or liability (including but not limited to attorney's fees and awarded damages) arising out of a claim that the products or services supplied or provided by the Consultant, or their use by the City, infringe, violate or misappropriate a patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party. The City will promptly notify Consultant in writing of any claim and cooperate with Consultant and its legal counsel in the defense thereof. Consultant shall, in its discretion, perform some or all of the following actions to ensure that the City is not negatively impacted in the functionality of its technology services because of an infringing product: (i) contest, (ii) settle, (iii) procure for the City the right to continue using the product, or (iv) modify or replace the infringing product so that it no longer infringes (as long as the functionality and performance are not degraded as reasonably determined by the City). The City may participate in the defense of such action at its own expense.

**15. COLORADO GOVERNMENTAL IMMUNITY ACT:** The Parties 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, C.R.S. § 24-10-101, *et seq.*

**16. TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Consultant shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against City property, including but not limited to land, facilities, improvements or equipment.

**17. ASSIGNMENT AND SUBCONTRACTING:** The Consultant shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the 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 Consultant shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

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

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

**20. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other modification related to the subject matter herein shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or other amendment shall have any force or effect unless embodied in a written amendment to this Agreement properly executed by the Parties. No oral representation by any officer or employee of the City at variance with the terms and conditions of this Agreement or any written amendment to this Agreement shall have any force or effect nor bind the City. This Agreement and any amendments to it shall be binding upon the Parties and their successors and assigns.

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

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

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

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

Chief Information Officer  
201 West Colfax Avenue, 3<sup>rd</sup> Floor  
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.

**24. DISPUTES:** All disputes between the City and Consultant regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b), *et seq.* For the purposes of that procedure, the City official rendering a final determination shall be the Manager.

**25. GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted or promulgated pursuant to the Charter and Code, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from

time to time, are hereby expressly incorporated into this Agreement. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

**26. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this contract, 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, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

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

**28. NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they 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 were prepared by a particular Party.

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

**30. SURVIVAL OF CERTAIN PROVISIONS:** The Parties agree that all terms and conditions of this Agreement, together with any exhibits and attachments, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement, by expiration of the term or otherwise, shall survive termination and shall continue to be enforceable. Without limiting the generality of this provision, the Consultant'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.

**31. COMPLIANCE WITH ALL LAWS:** All of the services performed under this Agreement by the Consultant shall comply with all applicable laws, rules, regulations and codes

of the United States and State of Colorado and with the charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver, as amended.

**32. ADVERTISING AND PUBLIC DISCLOSURE:** The Consultant shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of its advertising or public relations materials without first obtaining the written approval of the Manager, which will not be unreasonably withheld. Any oral presentation or written materials related to services performed under this Agreement shall include only services that have been accepted by the City. The Manager shall be notified in advance of the date and time of any such presentation. Nothing in this provision shall preclude the transmittal of any information to officials of the City, including without limitation the Mayor, the Manager, City Council or the Auditor.

**33. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement and any Order, time is of the essence.

**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 the 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:** Consultant 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. BACKGROUND CHECKS ON CONSULTANT'S EMPLOYEES.** The Consultant is responsible for completing background checks on any employee who will be engaged with the City under this Agreement in accordance with the City's Executive Order 135. The Consultant shall have performed Criminal Background checks, Financial/ Credit Checks, and Educational Background checks for all employees at least six months prior to being engaged on City work. The Consultant shall certify that there are no misdemeanor or felony convictions for any employee working within the various departments of the City. The Consultant shall affirm that it has performed the background check as determined by the Order and submit its affirmation



on a form supplied by the City. If the Consultant falsely represents the contents of any affirmation or background check it shall be grounds for immediate termination of this Agreement.”

**INTENTIONALLY LEFT BLANK**

**EXHIBIT A**  
**RATES**

By:

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

TECHS-202054178-00  
LINK TECH LLC

By:   
27E301E65DC2485...

Name: Debbie Banko  
(please print)

Title: CEO  
(please print)

ATTEST: [if required]

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

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

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



**DENVER**  
THE MILE HIGH CITY

# TECHNOLOGY SERVICES

## **EXHIBIT A**

The City shall engage supplier in providing qualified On-call Professional Information Technology Services staff for the purpose of augmenting City project staffing as needed.

Supplier shall supply resources relating to Staff Augmentation/ Recruiting Services/ Management Consulting Services in accordance with the rates identified below and per the descriptions in the City and County of Denver's Request for Proposal No. 28962.

Staff Augmentation/ Recruiting Services are comprised of the following:

- General Technical Services
- Specialty Development and Support
- Infrastructure Services
- Network Services

## **MANAGEMENT CONSULTING**

Management consulting helps organizations solve issues, create value, and improve the business performance of their clients. It provides objective advice, expertise and specialist skills. Management consulting is primarily concerned with the strategy, structure, management and operations of an organization. It will identify options for the organization and suggest recommendations for change, as well as helping with additional resources to implement solutions. Examples of Management Consulting needs could include, but are not limited to, IT Maturity Studies, Organization Assessments, and Marketing Studies.

A Management Consultant is a senior expert on specific systems and organizing and running teams. The Management Consultant performs evaluation of the needs from a broad level and provides guidance on how to setup, train and manage Subject Matter Teams.

- Reviews business and functional requirements across the entire organization.
- Recommends structures for departments and teams.
- Assists in planning future direction and goals for the organization's needs.
- Provides coaching and mentoring for directors, team leads and project owners
- Assists in high-level architecture design and execution particularly with regards to trends within a specific application under development and validating design in comparison with industry wide best practices.

## EXHIBIT B

	<b>Cost Per Hour</b>	
	(includes all costs for travel, per diem, etc.)	
	Minimum Hourly Rate	Maximum Hourly Rate
Management Consultant B.4.A.1	\$ 120.00	\$ 225.00
Business Analyst B.4.B.1	\$ 59.00	\$ 89.00
Senior Business Analyst B.4.B.2	\$ 68.00	\$ 103.00
Systems Analyst B.4.B.3	\$ 68.00	\$ 103.00
Senior Systems Analyst B.4.B.4	\$ 76.00	\$ 111.00
Project Coordinator B.4.B.5	\$ 55.00	\$ 85.00
Project Manager B.4.B.6	\$ 76.00	\$ 111.00
Senior Project Manager B.4.B.7	\$ 85.00	\$ 120.00
Program Manager B.4.B.8	\$ 106.00	\$ 141.00
Quality Assurance Engineer B.4.B.9	\$ 72.00	\$ 102.00
Senior Quality Assurance Engineer B.4.B.10	\$ 80.00	\$ 115.00
Technical Writer B.4.B.11	\$ 55.00	\$ 80.00
Desktop Support B.4.B.12	\$ 34.00	\$ 65.00
Helpdesk Support B.4.B.13	\$ 35.00	\$ 55.00
Technical Trainer B.4.B.14	\$ 52.00	\$ 82.00
<b>Service Oriented Architecture (SOA) &amp; Enterprise Integration (B.4.C.a)</b>		
Senior Java Developer B.4.C.a.1	\$ 80.00	\$ 110.00
Senior SOA Developer B.4.C.a.2	\$ 95.00	\$ 128.00
Solution Architect B.4.C.a.3	\$ 80.00	\$ 115.00
Integration Architect B.4.C.a.4	\$ 102.00	\$ 137.00
Enterprise Architect B.4.C.a.5	\$ 102.00	\$ 142.00
<b>Geographical Information Systems (B.4.D)</b>		
GIS Analyst B.4.D.1	\$ 51.00	\$ 76.00
Senior GIS Analyst B.4.D.2	\$ 56.00	\$ 81.00
GIS Developer B.4.D.3	\$ 73.00	\$ 98.00
Senior GIS Developer B.4.D.4	\$ 77.00	\$ 102.00
<b>Enterprise Document Management (B.4.E)</b>		
Document Management Systems Analyst B.4.E.1	\$ 68.00	\$ 98.00
Document Management Developer B.4.E.2	\$ 80.00	\$ 110.00
Senior Document Management Developer B.4.E.3	\$ 85.00	\$ 120.00

<b>Identity Management, Directory Services, and Information Security (B.4.F)</b>		
Information Security Engineer B.4.F.1	\$ 85.00	\$ 141.00
Information Security Architect B.4.F.2	\$ 90.00	\$ 158.00
Identity Management Architect B.4.F.3	\$ 123.00	\$ 158.00
Identity Management Developer B.4.F.4	\$ 90.00	\$ 132.00
Identity Specialist B.4.F.5	\$ 85.00	\$ 135.00
<b>Mobile Applications Development (B.4.G)</b>		
Mobile Developer B.4.G.1	\$ 72.00	\$ 102.00
Senior Mobile Developer B.4.G.2	\$ 85.00	\$ 120.00
Mobile Solution Architect B.4.G.3	\$ 107.00	\$ 142.00
<b>Enterprise Resource Planning (ERP) (B.4.H)</b>		
ERP Systems Analyst B.4.H.1	\$ 89.00	\$ 124.00
ERP Developer B.4.H.2	\$ 93.00	\$ 128.00
ERP System Administrator B.4.H.3	\$ 72.00	\$ 107.00
<b>Enterprise Database Administration (B.4.I)</b>		
Senior Database Developer B.4.I.1	\$ 85.00	\$ 125.00
Database Administrator B.4.I.2	\$ 75.00	\$ 115.00
Senior Database Administrator B.4.I.3	\$ 90.00	\$ 130.00
<b>Web Development / Design (B.4.J)</b>		
Web Developer B.4.J.1	\$ 76.00	\$ 106.00
Senior Web Developer B.4.J.2	\$ 80.00	\$ 115.00
Web Designer B.4.J.3	\$ 59.00	\$ 89.00
Senior Web Designer B.4.J.4	\$ 68.00	\$ 103.00
<b>Sharepoint Development / Design (B.4.K)</b>		
Sharepoint Developer B.4.K.1	\$ 68.00	\$ 98.00
Senior Sharepoint Developer B.4.K.2	\$ 95.00	\$ 120.00
Sharepoint Analyst B.4.K.3	\$ 59.00	\$ 89.00
<b>Specialty Development (B.4.L)</b>		
Workday Developer B.4.L.1	\$ 75.00	\$ 125.00
Mulesoft Developer B.4.L.2	\$ 75.00	\$ 125.00
Salesforce Developer B.4.L.3	\$ 75.00	\$ 125.00
Salesforce Architect B.4.L.4	\$ 90.00	\$ 140.00
ServiceNow Developer B.4.L.5	\$ 75.00	\$ 125.00
IT Systems Administrator Associate B.4.M.1	\$ 65.00	\$ 85.00
IT Systems Administrator B.4.M.2	\$ 72.00	\$ 105.00
Senior IT Systems Administrator B.4.M.3	\$ 85.00	\$ 135.00
Infrastructure Architect B.4.M.4	\$ 98.00	\$ 133.00
Systems Architect B.4.M.5	\$ 95.00	\$ 145.00
A/V Engineer B.4.M.6	\$ 70.00	\$ 95.00

Network Administrator I B.4.N.1	\$ 65.00	\$ 80.00
Network Administrator II B.4.N.2	\$ 80.00	\$ 95.00
Network Engineer B.4.N.	\$ 85.00	\$ 105.00
Senior Network Engineer B.4.N.4	\$ 95.00	\$ 135.00
Cisco Information Systems Security Professional (CISSP- security level engineer) B.4.N.5	\$ 85.00	\$ 120.00
Network Technician B.4.N.6	\$ 42.00	\$ 72.00
Telecommunications Technician B.4.N.7	\$ 51.00	\$ 81.00
Contact Center Engineer B.4.N.8	\$ 65.00	\$ 100.00
Data Analyst B.4.O.1	\$ 75.00	\$ 110.00
Data Engineer B.4.O.2	\$ 85.00	\$ 125.00
Data Architect B.4.O.3	\$ 95.00	\$ 137.00
Senior Data Architect B.4.O.4	\$ 110.00	\$ 145.00
Data Scientist B.4.O.5	\$ 85.00	\$ 125.00
Report Developer B.4.O.6	\$ 52.00	\$ 77.00
Television and Video Editor and Videographer B.4.P.1	\$ 50.00	\$ 85.00
Television and Video Producer B.4.P.2	\$ 65.00	\$ 110.00
Motion Graphics Designer B.4.P.3	\$ 65.00	\$ 110.00



CUSTOMER NUMBER: 178756

RUN DATE: 04-14-20

CHADWICK FAMILY AGY  
2620 REGATTA DR #122  
LAS VEGAS, NV 89128

LINK TECH, LLC  
9505 HILLWOOD DR STE 150  
LAS VEGAS, NV 89134-0528

# Go green. Go paperless.

Switch to **Paperless Delivery**\* and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account**  
on Allstate.com

\*State exceptions may apply

**Policy Number**  
**048897708**

**THIS ENDORSEMENT CHANGES THE POLICY.  
PLEASE READ IT CAREFULLY.  
COMMON POLICY CHANGE ENDORSEMENT**

Endorsement No. 013

**Allstate Insurance Company**

Named Insured LINK TECH, LLC  
(SEE NAMED INSURED ENDORSEMENT)

Effective Date: 04-14-20  
12:01 A.M., Standard Time

Agent Name CHADWICK FAMILY AGY

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

**COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by ☒ below.**

- ☐ Commercial Property  
☐ Commercial General Liability  
☐ Commercial Crime  
☐ Commercial Inland Marine  
☒ COMMERCIAL AUTOMOBILE  
☐

NO CHARGE

The following item(s):

- |  |   |
|--|---|
| <input type="checkbox"/> Insured's Name                        | <input type="checkbox"/> Insured's Mailing Address                  |
| <input type="checkbox"/> Policy Number                         | <input type="checkbox"/> Company                                    |
| <input type="checkbox"/> Effective/Expiration Date             | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan                          | <input type="checkbox"/> Premium Determination                      |
| <input type="checkbox"/> Additional Interested Parties         | <input type="checkbox"/> Coverage Forms and Endorsements            |
| <input type="checkbox"/> Limits/Exposures                      | <input type="checkbox"/> Deductibles                                |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes                 |
| <input type="checkbox"/> Rates                                 | <input type="checkbox"/> Underlying Exposure/Insurance              |

is (are) changed to read **{See Additional Page(s)}**

THE FOLLOWING ADDITIONAL INTEREST (ADDITIONAL INSURED - OTHER) HAS BEEN ADDED TO THE POLICY:  
THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS  
201 W COLFAX AVE DEPT 301  
DENVER CO 80202-5330

The above amendments result in a change in the premium as follows:

**This premium does not include taxes and surcharges.**

☒ No Changes ☐ To be Adjusted at Audit

Additional NO CHARGE

Return NO CHARGE

**Tax and Surcharge Changes**

Additional

Return

Countersigned By: CHADWICK FAMILY AGY  
AUTHORIZED AGENT

<div>Policy Number 048897708</div>	
<div>COMMON POLICY CHANGE ENDORSEMENT</div>	
<div>Allstate Insurance Company</div>	
<div>Named Insured LINK TECH, LLC</div>	<div>Endorsement No. 013</div>
	<div>Effective Date: 04-14-20 12:01 A.M., Standard Time</div>
<div>Agent Name CHADWICK FAMILY AGY</div>	
<div>POLICY CHANGES ENDORSEMENT DESCRIPTION (CONT'D)</div>	
<div>ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME</div>	
<div>REMOVAL PERMIT</div>	
<div>If this policy includes the Commercial Property Coverage Part, the following applies with respect to the Coverage Part: If Covered Property is removed to a new location that is described on this Policy Change, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of this Policy Change; after that, this insurance does not apply at the previous location.</div>	

**Policy Number**

**048897708**

**SCHEDULE OF NAMED INSURED(S)**  
**Allstate Insurance Company**

**Named Insured** LINK TECH, LLC

**Effective Date:** 04-14-20

12:01 A.M., Standard Time

**Agent Name** CHADWICK FAMILY AGY

CI CW 10 (cont.)

THE NAMED INSURED ON FORM CI CW 10 IS AMENDED TO READ:

LINK TECH, LLC

DBA - LINK TECHNOLOGIES

**Policy Number**  
**048897708**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Allstate Insurance Company**

**Named Insured** LINK TECH, LLC

**Effective Date:** 04-14-20

12:01 A.M., Standard Time

**Agent Name** CHADWICK FAMILY AGY

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 30	01-10	COMMON POLICY CHANGE ENDORSEMENT
DM CW 03	01-10	SCHEDULE OF NAMED INSURED(S)
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS

AUTOMOBILE FORMS AND ENDORSEMENTS

CA 20 48	10-13	DESIGNATED INSURED
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# CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

<b>Certificate Holder:</b> CITY AND COUNTY OF DENVER DEPARTMENT OF TECHNOLOGY SERVICES 201 W COLFAX AVE DEPT 301 DENVER, CO 80202-5330	<b>Named Insured:</b> LINK TECH, LLC 9505 HILLWOOD DR STE 150 LAS VEGAS NV 89134-0528
--	--

Automobile Liability			
<b>Insurer Name:</b> Allstate Insurance Company			
<b>Policy Number:</b> 048897708			
<input checked="" type="checkbox"/>	1 – Any Auto	<input type="checkbox"/>	2 – Owned Autos Only
<input type="checkbox"/>	4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/>	5 – Owned Autos Subject to No Fault
<input type="checkbox"/>	7 – Specifically Described Autos	<input checked="" type="checkbox"/>	8 – Hired Autos Only
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	9 – Non-owned Autos Only
<b>Policy Effective Date:</b> 04-17-2019		<b>Policy Expiration Date:</b> 04-17-2020	
<b>Limits Of Insurance:</b>	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
CONTRACT #: TECHS-202054178 THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE INCLUDED AS ADDITIONAL INSURED".			

<b>Interested Party Type:</b> CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

<b>Producer:</b> CHADWICK FAMILY AGY	
<b>Authorized Representative:</b>	
<b>Date:</b> 04-14-20	

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# CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

<b>Certificate Holder:</b> THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS 201 W COLFAX AVE DEPT 301 DENVER, CO USA 802025330	<b>Named Insured:</b> LINK TECH, LLC 9505 HILLWOOD DR STE 150 LAS VEGAS NV 89134-0528
---	--

Automobile Liability					
<b>Insurer Name:</b> Allstate Insurance Company					
<b>Policy Number:</b> 048897708					
X	1 -- Any Auto		2 -- Owned Autos Only		3 -- Owned Priv. Pass. Autos Only
	4 -- Owned Autos Other Than Priv. Pass. Autos Only		5 -- Owned Autos Subject to No Fault		6 -- Owned Autos Subject to a Compulsory UM Law
	7 -- Specifically Described Autos	X	8 -- Hired Autos Only	X	9 -- Nonowned Autos Only
<b>Policy Effective Date :</b> 04-17-2019			<b>Policy Expiration Date:</b> 04-17-2020		
<b>Limits of Insurance:</b>		\$1,000,000 Combined Single Limit (each accident)			
		BI Per Person	BI Per Accident	PD Per Accident	
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions					
<b>Interested Party Type:</b> Additional Insured - All Other					
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER.					
IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.					

<b>Producer:</b> CHADWICK FAMILY AGY	
<b>Authorized Representative:</b>	
<b>Date:</b> 04-14-20	

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POLICY NUMBER: 048897708

COMMERCIAL AUTO  
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** LINK TECH, LLC**Endorsement Effective Date:** 04-14-2020**SCHEDULE****Name Of Person(s) Or Organization(s):**THE CITY AND COUNTY OF DENVER, ITS ELECTED AND  
APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS  
201 W COLFAX AVE DEPT 301  
DENVER, CO USA 802025330

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/15/2020

**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> AssuredPartners of Nevada LLC 375 E Warm Springs Rd Ste 201  Las Vegas NV 89119	<b>CONTACT NAME:</b> Betty Kush <b>PHONE (A/C, No, Ext):</b> (702) 638-0022 <b>FAX (A/C, No):</b> (702) 638-0050 <b>E-MAIL ADDRESS:</b> bkush@assuredpc.com  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Philadelphia Insurance Companies</td> <td>18058</td> </tr> <tr> <td><b>INSURER B:</b> Hartford</td> <td>00914</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Philadelphia Insurance Companies	18058	<b>INSURER B:</b> Hartford	00914	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
INSURER(S) AFFORDING COVERAGE	NAIC #														
<b>INSURER A:</b> Philadelphia Insurance Companies	18058														
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<b>INSURER E:</b>															
<b>INSURER F:</b>															
<b>INSURED</b>  Link Tech, LLC DBA: Link Technologies 9505 Hillwood Drive Suite 150 Las Vegas NV 89134-0528															

**COVERAGES****CERTIFICATE NUMBER:** 19/20GL,UM,Crime,E&O,**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		PHPK2029147	08/29/2019	08/29/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	No Deductible						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			PHUB691007	08/29/2019	08/29/2020	EACH OCCURRENCE \$ 9,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$ 9,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A		53WBCAD9S4V	09/06/2019	09/06/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Crime			PHSD1476152	08/28/2019	08/28/2020	Employee Dishonesty \$1,000,000

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

Contract #: TECHS-202054178

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured per the terms of attached form PI-MANU-1 0100.

**CERTIFICATE HOLDER****CANCELLATION**

City and County of Denver Department of Technology Services 201 W. Colfax Ave. Dept. 301  Denver CO 80202	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p>
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY AssuredPartners of Nevada LLC		NAMED INSURED Link Tech, LLC, DBA: Link Technologies
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,	
FORM NUMBER: _____	FORM TITLE: : Notes
<p>Errors &amp; Ommisions Philadelphia Insurance Company Policy #PHPK2029167 Effective 8/29/2019 to 8/29/2020 Limit \$5,000,000 Maximum Aggregate</p> <p>Employment Practices Liability Philadelphia Insurance Company Policy #PHSD1476156 Effective 8/28/2019 to 8/28/2020 Limit \$2,000,000 Maximum Aggregate</p>	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY****PI-GLD-TECH GENERAL LIABILITY DELUXE ENDORSEMENT**

## COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

Coverage Applicable

Limit of Insurance

Page #

Damage to Premises Rented to You

\$1,000,000

Page 2

Expected or Intended Injury

Property Damage

Included

Page 2

Limited Rental Lease Agreement Contractual Liability

\$50,000

Page 2

Non-Owned Watercraft

Less than 58 feet

Page 3

Damage to Property You Own, Rent or Occupy

\$30,000

Page 3

Medical Payments

\$20,000

Page 3

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

Medical Payments Reporting Period

3 Years

Page 3

Athletic Activities

Amended

Page 3

Supplementary Payments - Bail Bonds

\$2,500

Page 4

Supplementary Payments - Loss of Earnings

\$500 per day

Page 4

Employee Indemnification Defense Coverage

\$25,000

Page 4

Who Is An Insured

Included

Pages 4 to 5

Employees and Volunteer Workers Good Samaritan Acts

Additional Insured Newly Acquired or Formed Organization Additional Insured

Managers and Supervisors (with Fellow Employee Coverage)

Additional Insured Broadened Named Insured

Additional Insured Blanket Additional Insureds When Required by  
Contract

Additional Insured Lessees of Premises

Additional Insured Independent Contractors

Duties in the Event of Occurrence, Offense, Claim or Suit

Included

Page 6

Transfer of Rights of Recovery Against Others To Us

Clarification

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

Page 6

Liberalization

Included

Page 6

Unintentional Failure to Disclose Hazards

Included

Page 6

Bodily Injury Includes Mental Anguish

Included

Page 7

Personal and Advertising Injury Includes Abuse of Process, Discrimination

Included

Page 7

A. Damage to Premises Rented to You

If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part:

1. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

a. \$1,000,000; or

b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof;

2. The word fire is changed to fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in:

a. The last paragraph of SECTION I: COVERAGES, COVERAGE A BODILY INJURY

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

AND PROPERTY DAMAGE LIABILITY, Subsection 2. Exclusions;

b. SECTION III: LIMITS OF INSURANCE, Paragraph 6.; and

c. SECTION V: DEFINITIONS, Paragraph 9.a.; and

3. The words fire insurance are changed to insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems where it appears in SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS, Subsection 4. Other Insurance, Paragraph b. Excess Insurance.

B. Expected or Intended Injury Property Damage

SECTION I: COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph a. Expected Or Intended Injury is deleted in its entirety and replaced by the following:

a. Expected Or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured. This exclusion does not apply to bodily injury or property damage resulting from the use of reasonable force to protect persons or property.

C. Limited Rental Lease Agreement Contractual Liability

SECTION I: COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, Paragraph b. Contractual Liability is amended by adding the following:

Based on the named insureds request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000.

This coverage extension only applies to rental lease agreements and is excess over any renters liability insurance of the client.

D. NonOwned Watercraft

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

SECTION I: COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, Paragraph (2) is amended to read as follows:

- (2) A watercraft you do not own that is: (a) Less than 58 feet long; and
- (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

E. Damage to Property You Own, Rent or Occupy

SECTION I: COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, j. Damage To Property, Paragraph (1) is deleted in its entirety and replaced with the following:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

F. Medical Payments

1. If COVERAGE C MEDICAL PAYMENTS is not otherwise excluded from this Coverage Part the Medical Expense Limit is changed subject to all of the terms of SECTION III: LIMITS OF INSURANCE to the greater of:

a. \$20,000; or

b. The Medical Expense Limit shown in the Declarations of this Coverage Part.

2. Under SECTION I: COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 1.

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

Insuring Agreement, Paragraph a., Item (b) is amended to read:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

G. Athletic Activities

SECTION I: COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, Paragraph e. Athletics Activities is deleted in its entirety and replaced with the following:

e. Athletics Activities

To a person injured while taking part in athletics.

H. Supplementary Payments

SECTION I: COVERAGES, SUPPLEMENTARY PAYMENTS: COVERAGES A AND B, Items 1.b. and 1.d. are amended as follows:

b. The limit for the cost of bail bonds is changed from \$250 to \$2,500; and d. The limit for loss of earnings is changed from \$250 a day to \$500 a day.

I. Employee Indemnification Defense Coverage

SECTION I: COVERAGES, SUPPLEMENTARY PAYMENTS: COVERAGES A AND B is amended to include the following:

We will pay, on your behalf, defense costs incurred by an employee in a criminal proceeding.

The most we will pay for any employee who is directly involved in a criminal proceeding is \$25,000 regardless of the numbers of employees, claims or suits brought or persons or organizations making claims or bringing suits.

J. Who is An Insured

SECTION II: WHO IS AN INSURED is amended as follows:

1. Paragraph 2.a.(1) is deleted in its entirety and replaced with the

All other terms and conditions of this Policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

following: Each of the following is also an insured:

a. Your volunteer workers only while performing duties related to the conduct of your business, or your employees, other than either your executive officers (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these employees or volunteer workers are insureds for:

(1) Bodily injury or personal and advertising injury:

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co employee while in the course of his or her employment or performing duties related to the conduct of your business, or to your other volunteer workers while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co employee or volunteer worker as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your employees or volunteer workers, who are not employed by you or volunteering for you as health care professionals, for bodily injury arising out of Good Samaritan Acts while the employee or volunteer worker is performing duties related to the conduct of your business. Good Samaritan Acts mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

2. Newly Acquired or Formed Organization

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph 3.a. is amended to read:

a. Coverage under this provision is afforded until the end of the policy period;

3. Each of the following is also an insured:

a. Managers and Supervisors: Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your employees are also insureds for bodily injury to a co employee while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

b. Broadened Named Insured: Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.

c. Blanket Additional Insureds When Required by Contract: Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for bodily injury, property damage or personal and advertising injury but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations.

d. Lessees of Premises: Any person or organization who leases or rents a part of the premises you own or manage who you are required to add as an

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply:

(1) To liability arising out of such persons or organizations sole negligence; or

(2) After the person or organization ceases to lease or rent premises from you.

e. Independent Contractors Any independent contractor, but only while acting within the scope of a written contract and only with respect to liability arising out of your products or your work.

K. Duties in the Event of Occurrence, Offense, Claim or Suit

1. SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS, 2.a. the requirement that you must see to it that we are notified as soon as practicable of an occurrence or an offense, applies only when the occurrence or offense is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership; or

c. An executive officer or insurance manager, if you are a corporation.

2. SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. b. the requirement that you must see to it that we receive notice of a claim or suit as soon as practicable will not be considered breached unless the breach occurs after such claim or suit is known to:

a. You, if you are an individual;

b. A partner, if you are a partnership; or

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

c. An executive officer or insurance manager, if you are a corporation.

3. SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. is amended to include the following additional provision:

Your rights under this coverage part will not be prejudiced if you fail to give us notice of an occurrence, offense, claim or suit and that failure is solely due to your reasonable belief that the bodily injury or property damage is not covered under this coverage part. However, you shall give written notice of this occurrence, offense, claim or suit to us as soon as you are aware that this insurance may apply to such occurrence, offense claim or suit.

**L. Transfer of Rights of Recovery Against Others To Us**

SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us includes the following clarification:

Therefore, the insured can waive the insurers rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**M. Liberalization**

SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

**Liberalization**

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**N. Unintentional Failure To Disclose Hazards**

SECTION IV: COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include the following additional condition:

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## Unintentional Failure To Disclose Hazards

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

## O. Bodily Injury Mental Anguish

SECTION V: DEFINITIONS, Paragraph 3. is amended to read: Bodily injury:

- a. Means bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

## P. Personal and Advertising Injury Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of personal and advertising injury is amended as follows:

- 1. SECTION V: DEFINITIONS, Paragraph 14., Item b. is revised to read:
  - b. Malicious prosecution or abuse of process;
- 2. SECTION V: DEFINITIONS, Paragraph 14. is amended to include the following:

Personal and advertising injury also means discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:

(1) Any insured; or

All other terms and conditions of this Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

(2) Any executive officer, director, stockholder, partner or member of the insured; or

b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured; or

c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or

d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

All other terms and conditions of this Policy remain unchanged.