

## COMMUNITY-SERVING GRANT AGREEMENT

**THIS COMMUNITY-SERVING GRANT AGREEMENT** (this “Agreement”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and \_\_\_\_, a \_\_\_\_, whose address is \_\_\_\_\_ (“Grantee”), jointly “the Parties.”

The Parties agree as follows:

1. **COORDINATION AND LIAISON:** Grantee shall fully coordinate all requirements under this Agreement with the Executive Director of the [AGENCY], (“Executive Director”) or the Executive Director’s designee.
2. **GRANT:** The City will provide a grant in the amount of Fifty Thousand Dollars (\$50,000.00) to Grantee, which funds shall be used exclusively for the public purpose for which they were awarded, as described in **Exhibit A**, a copy of which is attached and incorporated in this Agreement.
3. **TERM:** Grantee shall expend all funds provided in this Agreement and comply with all reporting requirements in **Exhibit A** by the date agreed upon in **Exhibit A**, but in no event later than one year from the full execution of this Agreement.
4. **STATUS OF GRANTEE:** Neither Grantee 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:** The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City’s public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to Grantee. Upon termination of this Agreement, Grantee shall have no claim against the City by reason of, or arising out of, incidental or relating to termination.
6. **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 records related to Grantee’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Grantee shall cooperate with City representatives and City representatives shall be granted access to the records and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.
7. **MILL LEVY FUNDING RESTRICTIONS:** This Agreement is funded with mill levy dollars pursuant to § 53-550, D.R.M.C., the Developmental Disabilities Mill Levy, as amended. Mill levy dollars are dedicated to provide services and supports for persons with intellectual and developmental disabilities, children up to age five with developmental delays, and persons seeking a developmental disability or delay determination. For all funds provided by the City and all services supplied under this Agreement, the Contractor shall comply with the residency requirements in § 53-550(d), D.R.M.C., and all indirect costs that may be paid by the City pursuant to this Agreement shall not exceed the limit set in § 53-550, D.R.M.C. Notwithstanding anything to the contrary set forth herein, any provision or budgeted line item within this Agreement or its exhibits that conflict or are contrary to the provisions of § 53-550, D.R.M.C., as amended, shall be *void ab initio*.
8. **INSURANCE:** Grantee shall secure the following insurance covering all operations or purchase of goods under this Agreement. Grantee shall keep the required insurance coverage in force at all times during the term of this Agreement, or any extension thereof and during any warranty period. The required insurance shall be underwritten by an insurer licensed 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. Grantee 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 Grantee. Grantee shall provide a copy of this Agreement to its insurance agent or broker. Grantee will provide the City with a certificate of insurance, preferably an ACORD certificate, that complies with all insurance requirements of this Agreement. 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 Grantee's breach of this Agreement or any of the City's rights or remedies under this Agreement. Grantee's insurer shall name as Additional Insured to its Commercial General Liability policy the City and County of Denver, its elected and appointed officials, employees, and volunteers. Grantee's insurer shall waive subrogation rights against the City. All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods/services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Grantee. For Worker's Compensation Insurance, Grantee shall maintain the coverage as required by statute and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Grantee shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each occurrence.

**9. INDEMNIFICATION**

- 9.1. Grantee 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 Grantee 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.
- 9.2. Grantee'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. Grantee'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.
- 9.3. Grantee 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.
- 9.4. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of Grantee under the terms of this indemnification obligation. Grantee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 9.5. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**10. 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.*

**11. ASSIGNMENT; SUBCONTRACTING:** Grantee shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Director's prior written consent.

**12. NO AUTHORITY TO BIND CITY TO CONTRACTS:** Grantee 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.

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

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

**15. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Grantee 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. Grantee shall insert the foregoing provision in all subcontracts.

16. **COMPLIANCE WITH ALL LAWS:** Grantee 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.
17. **COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the 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.
18. **ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
19. **SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this Agreement and will continue to be enforceable.
20. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
21. **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Grantee 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.

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