

AN AGREEMENT BY AND BETWEEN THE CITY AND COUNTY OF BROOMFIELD AND _____

1.0 PARTIES. The parties to this Agreement are the City and County of Broomfield, a Colorado Municipal Corporation and County, (Broomfield) and _____ (Agency).

2.0 RECITALS.

2.1 The Agency has requested that Broomfield provide the Agency with funds in order for the Agency to conduct its program.

2.2 Broomfield finds and determines that the proposed use for the funds by the Agency is for a public purpose and will benefit Broomfield and its residents generally.

3.0 COVENANTS AND PROMISES. In consideration of the above cited premises and the hereinafter mutual covenants and promises, the sufficiency of which is acknowledged, the parties agree as follows:

3.1 Broomfield agrees to provide the Agency with _____ **dollars (\$)** for calendar year, 2010, to fund services consistent with your agency's mission and for the benefit of Broomfield residents. **Funding shall be dispersed upon execution of this contract.**

3.2 The Agency agrees to expend the funds only for public purposes and to benefit the city and county and its residents as stipulated in Agency's 2010 Application for Funds attached and by reference made part of this agreement as Exhibit A. **Agency shall submit mid-year and year end reports to Health and Human Services which details number of Broomfield residents served, nature and/or type of services provided, amount of Broomfield funds expended and other client demographics collected that accurately reflect the services provided under these funds. Mid-Year reports are due to HHS Contracts Monitor no later than September 1, 2010.** The Agency further agrees to permit Broomfield to audit the Agency's accounts and books upon written demand by Broomfield.

3.3 The Agency agrees to return any of the funds that are not expended.

4.0 ASSIGNMENT. This Agreement shall not be assigned by the Agency without the prior written consent of Broomfield.

5.0 NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if personally served or if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth on the signature page

below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the mail of the United States Postal Service.

6.0 EXHIBITS. Exhibits referred to in this Agreement are by reference incorporated herein for all purposes.

7.0 PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

8.0 ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

9.0 INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

10.0 WAIVER OF BREACH. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

11.0 GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

12.0 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the parties and their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

13.0 INDEMNIFICATION. The Agency expressly agrees to indemnify and hold harmless Broomfield or any of its officers or employees from any and all claims, damages, liability, or court awards, including costs and attorney's fees, that are or may be awarded as a result of any loss, injury, or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or act of commission by Agency or any of its employees or agents in performing work pursuant to this Agreement. In the event that any such suit or action is brought against Broomfield, Broomfield will give timely notice thereof to the Agency.

14.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

15.0 INDEPENDENT CONTRACTOR. The Agency is an independent contractor as provided in section 8-40-202(2), C.R.S., and the Agency is not entitled to workers' compensation benefits and the Agency is obligated to pay federal and state income tax on moneys earned pursuant to this Agreement.

16.0 NO THIRD PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

17.0 FINANCIAL OBLIGATIONS OF BROOMFIELD. All financial obligations of Broomfield under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge Broomfield's credit or faith, directly or indirectly, to the other party.

18.0 ATTORNEY'S FEES. If any Party breaches this Agreement, the breaching Party shall pay all of the non-breaching Party's reasonable attorneys' fees and costs in enforcing this Agreement whether or not legal proceedings are instituted.

19.0 INSURANCE. The Consultant shall carry the minimum amounts of insurance as set forth in the attached Exhibit B—Insurance Requirements.

19.1 Coverage. Said insurance shall be maintained in full force and effect during the term of this Agreement and shall protect the Consultant, its employees, subcontractors, agents and representatives, and the City from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultant, its employees, agents or representatives, in the performance of the services covered herein.

19.2 Certificates. Certificates showing the Consultant is carrying the above-described insurance shall be furnished to the City within fifteen calendar days after the date on which this Agreement is made. Other than Workman's Compensation and Professional Liability, such certificates shall provide that the City is named as an additional insured and that the insuring company will provide thirty-day written notice prior to any alteration or cancellation of the above-described insurance.

20.0 SOLE SOURCE. To the extent this contract may be construed to be a 'sole source contract' within the meaning of sections 15 through 17 of Article XXVIII of the Colorado Constitution, and to the extent these constitutional provisions have not been enjoined or invalidated by a court of competent jurisdiction, the requirements and limitations of these constitutional provisions are hereby incorporated in this contract.

21.0 ILLEGAL ALIEN. If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or the Colorado Department of Labor and Employment program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor/Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or the Colorado Department of Labor and Employment program.

C. Contractor/Consultant shall not use the E-Verify Program or the Colorado Department of Labor and Employment program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:

- (i) Notify the subcontractor and the City within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to

establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.

F. If Contractor/Consultant violates this provision of this Contract, the City may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the City as required by law.

G. The City will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the City terminates the Contract for such breach.

AGENCY:

By:
Address:

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2009, by _____ as (President/Manager/CEO/Director) of AGENCY.

WITNESS my hand and official seal.

(SEAL)

Notary Public

My commission expires: _____