

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered as of the date set forth on the City's signature page below by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "**City**"), and the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER**, a quasi-municipal corporation of the State of Colorado, whose address is 777 Grant Street, Denver, CO 80203 (the "**Lessee**").

WITNESSETH:

WHEREAS, the City is the owner of a building known as Neighborhood House located at 1265 Mariposa Street in the City and County of Denver, Colorado, and as further described in Exhibit A to this Lease Agreement ("**Neighborhood House**"), and within the boundaries of La Alma-Lincoln Park, a City owned and operated park; and

WHEREAS, Neighborhood House has a lengthy history, even pre-dating the creation of La Alma-Lincoln Park, of being a child care center for the provision of child-oriented services benefitting the citizens of Denver; and

WHEREAS, the Denver Housing Authority, being closely associated with the City, provides housing and related services to the citizens of Denver, including the promotion and support of various child services to its tenants and other citizens of Denver; and

WHEREAS, the Denver Housing Authority desires to lease Neighborhood House in order to have a sublessee/contractor provide, at Neighborhood House, certain educational services to public housing and neighborhood children and youth such as computer training, mentoring, GED classes, ESL classes, and youth support (collectively "**Child Services**"); and

WHEREAS, the City desires to lease Neighborhood House to Denver Housing Authority, at a nominal rental rate, in consideration of the Child Services provided and the care for Neighborhood House, all of which will benefit the City and its citizens.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessee agree as follows:

1. **LEASED PREMISES; SUBLESSEE; COORDINATION:**

A. **Leased Premises:** Subject to the terms and conditions of this Lease Agreement (hereinafter referred to as "**Lease**"), the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City the first floor of the premises known as

Neighborhood House along with the fenced-in playground area adjoining Neighborhood House and located at 1265 Mariposa Street in Denver, Colorado, as more particularly described and depicted in **Exhibit A**, attached hereto and incorporated herein (the “**Leased Premises**”). Subject to the terms and conditions of this Lease, the Lessee, and its Sublessee as provided in sub-section 1.B. below, shall have exclusive use of the Leased Premises during the Term of this Lease, but shall have no access or use of the basement of the Neighborhood House except for storage. To the extent allowed by the certificate of occupancy, office use of the second floor in support of the authorized use of the Leased Premises is part of the Leased Premises. Access to the basement shall be restricted to authorized personnel for the Lessee or Sublessee and only for ingress and egress for bringing in or taking out items stored by the Lessee or Sublessee. The City reserves the right to access and use the basement of Neighborhood House not otherwise used by the Lessee or Sublessee for their storage. The Lessee and Sublessee shall also have a right of non-vehicular access through La Alma-Lincoln Park to the Leased Premises, which includes access to and from 13th Avenue and Mariposa Street, and the use of legal on-street parking in common with the public. The description contained on **Exhibit A** may be modified upon the written authorization of the Manager of the Parks Department and the Director of Real Estate Division, as they are identified below, to provide minor adjustments and to correct minor, technical errors.

B. Sublessee: The City and the Lessee acknowledge and agree that the Lessee will enter a sublease/contract with another single entity to provide the Child Services at Neighborhood House (“**Sublessee**”). The Sublessee (which includes any subsequent sublessee selected by the Lessee during the Term of this Lease) shall be subject to the prior written approval of the City. The sublease/contract between the Lessee and the Sublessee shall specifically obligate the Sublessee to comply with, and comport its activities and uses in Neighborhood House in accordance with, this Lease, and a copy of this Lease shall be an exhibit to, and incorporated into, the sublease/contract between the Lessee and the Sublessee. A copy of the executed sublease/contract shall be provided by the Lessee to the City. While the Sublessee will be the occupant and user of Neighborhood House, it shall remain the responsibility of the Lessee to assure that the Sublessee complies with and acts in accordance with this Lease and to take any appropriate measures to enforce this Lease with respect to the Sublessee.

C. Coordination: The Lessee and its Sublessee are expected to coordinate

and cooperate with various City departments with respect to the administration of this Lease. Because Neighborhood House is located with a Denver park, there will be times that Manager of the Denver Department of Parks and Recreation (the “**Parks Manager**”) or Parks Manager’s staff (“**Parks Department**”) will have a role with respect to certain uses and activities of the Lessee or Sublessee within the Leased Premises or out in the surrounding La Alma-Lincoln Park. The Parks Department is also responsible for all landscaping and maintenance in La Alma-Lincoln Park. The general administrator of the Lease for the City is the Real Estate Division of the Denver Department of Finance (“**Real Estate Division**”). All concerns or issues concerning the administration of the Lease should be directed to the Real Estate Division. Any City maintenance and repair to the exterior of Neighborhood House and within the Leased Premises will come under the auspices of Facility Management Division of the Denver Department of General Services (“**Facilities Management**”). All concerns or issues concerning the maintenance and repair of the exterior of Neighborhood House or the interior of the Leased Premises should be directed to Real Estate Division which will coordinate with Facilities Management. The Lessee and its Sublessee will respectively identify in writing representatives, along with their contact information, to the City, and the City will identify representatives for the departments identified above, along with their contact information.

D. Future Finish. The Lessee and the City acknowledge and agree that it may be mutually beneficial for the second floor and/or the basement, in part or whole, to be finished or further finished to allow for uses by the Lessee or Sublessee under this Lease. In the event that the Lessee or Sublessee should desire to undertake such finish work, an amendment to this Lease executed in the same manner as this Lease will be required before the finish work is authorized.

2. **TERM and TERMINATION:**

A. Term: The term of this Lease shall begin either the date when an occupancy permit (permanent or temporary) is obtained from the Denver Building Department authorizing the occupancy of Neighborhood House as contemplated under this Lease or when the Lessee and its Sublessee are ready to occupy Neighborhood House, whichever is later, but in no event later than August 1, 2014, and shall expire on July 31, 2019, unless sooner terminated pursuant to the terms of this Lease or is extended by an amendment to this Lease executed in the same manner as this Lease (“**Term**”).

B. Termination:

1) The City and the Lessee may mutually agree to terminate this Lease at any time. Either the City or the Lessee may unilaterally terminate this Lease upon giving the other Party ninety (90) days' written notice, unless the Lessee or its Sublessee should fail to obtain or be unable to continue the funding necessary to provide the Child Services at Neighborhood House, whereupon the Lessee may terminate this Lease upon giving the City thirty (30) days' written notice. Upon termination, the Lessee shall vacate the Leased Premises in accordance with Section 9 of this Lease.

2) The City may, upon good cause, terminate the Lease for a material breach or default by Lessee or its Sublessee under this Lease (which does not include abandonment or unauthorized assignment or sublease which are addressed in Paragraph 3 of this Sub-section 2.B), provided that the Lessee shall have ten (10) days (or such longer time as specified by the City) following the receipt of written notice from the City to substantially cure or rectify the breach or default and demonstrate, to the City's reasonable satisfaction, that the breach or default has been cured or rectified. If the Lessee fails to substantially cure or rectify the breach or default within the specified period of time or to obtain a timely extension of time from the City to cure or rectify the breach or default, the City shall have a right to re-enter the Leased Premises and assume control and full use of the Leased Premises as provided in Section 9.

3) The Lease shall be deemed abandoned, and automatically terminated, if Lessee or its Sublessee fails to occupy and use the Leased Premises for a continuous period of six (6) months or assigns or subleases the Leased Premises in violation of this Lease. Upon occurrence of the specified abandonment or unauthorized assignment or sublease, without further notice, the City shall have a right to re-enter the Leased Premises and assume control and full use of the Leased Premises as provided in Section 9.

4) The Lease may be terminated by the City as prescribed in Section 14 of the Lease in the event of serious damage to or destruction of the Leased Premises due to fire or other casualty making the Leased Premises untenable.

5) Upon termination by the City under Paragraphs 2 or 3 of this Sub-section 2.B. or Paragraph 4 of this Sub-section 2.B. if the damage to or destruction of the Leased Premises is due to fault or neglect, in whole or part, of the Lessee or its Sublessee or their

officers, employees, volunteers, agents, contractors, invitees, or visitors, the City shall be entitled to receive or recover as compensation or damages a sum of money equal to the total of: (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) any unpaid Rent earned at the time of termination; (iii) damages for any wrongful withholding of the Leased Premises by Lessee; (iv) unpaid taxes or assessments, if any; (v) unpaid Utilities, if any; (vi) any other sum of money owed by Lessee or its Sublessee to the City or third parties as a result of the Lessee's or Sublessee's use or occupancy of, or conduct of business on, the Leased Premises; and (vii) the costs of any repairs of the Leased Premises for damages caused during the Term of the Lease Agreement above and beyond normal wear and tear.

3. **RENT & SERVICES:**

A. **Rent:** The Lessee shall provide to the City the annual rent for the Leased Premises of one dollar (\$1.00) ("**Rent**") and for such other consideration stated in this Section 3. The Rent payment shall be payable to the Denver Manager of Finance, and the full amount of rent for the Term of this Lease (five dollars (\$5.00)) shall be delivered to Real Estate Division within ten (10) days following the date of execution of this Lease.

B. **Services:** In addition to the Rent specified in Sub-section 3.A., the Lessee agrees to provide, as consideration for and as a condition of this Lease, the following services for the Leased Premises:

1) Janitorial and other general maintenance services provided by its staff or by contract with a professional janitorial service company, at the Lessee's sole expense, for the entire Leased Premises, and in doing so, to assure that the Leased Premises are maintained in a clean and sanitary condition readily usable by the public and any other users under this Lease. Janitorial and general maintenance services shall include, among other things, the daily removal of trash and waste, sweeping, vacuuming, dusting, bathroom cleaning, stain and graffiti removal from the exterior of Neighborhood House, snow removal on paths leading to and porch area in front of Neighborhood House, maintenance of the fenced playground included as part of the Leased Premises, maintenance of lighting located in the fenced playground and on the exterior walls of Neighborhood House, and other general services to maintain the Leased Premises. The Lessee and its Sublessee shall comply with all requirements of the Prevailing Wage ordinance, sections 20-76 *et seq.*, D.R.M.C., as it applies to janitorial and custodial work,

and shall cooperate with the City Auditor's Office with respect to enforcement of this ordinance.

2) Child Services which will benefit Denver residents.

4. **USES:**

A. Uses Allowed: The Leased Premises are to be used by the Lessee and its Sublessee solely for the purposes stated in Lease and consistent with the stated mission of the Lessee and its Sublessee. As currently contemplated, the authorized uses on the Leased Premises are for providing public housing and neighborhood children and youth with education services such as computer training, mentoring, GED classes, ESL classes, and youth support (“**Child Services**”). The Lessee shall obtain the City's prior written consent before commencing any other use of the Leased Premises, such consent to be given in the City's reasonable discretion.

B. Uses Outside of Leased Premises: So long as not in conflict with activities or events scheduled or permitted by the Parks Department and so long as there is no interference with the public's access to and use of La Alma-Lincoln Park, the Lessee and its Sublessee may utilize, from time to time, portions of La Alma-Lincoln Park surrounding Neighborhood House in a manner consistent with and in support of the Child Services conducted in the Leased Premises. Any event requiring the exclusive use of or a reservation of a portion of La Alma-Lincoln Park and conducted by the Lessee or its Sublessee in La Alma-Lincoln Park shall require the prior written approval or a permit by the Parks Department. The Lessee shall be responsible and liable, as would any other park permittee, for these events, including staging, monitoring the participants, clean-up, obtaining appropriate insurance (if needed), and any damage or injuries occurring during the events.

C. Sales; Signs: No sales activities are authorized on the Leased Premises or in La Alma-Lincoln Park without the prior written approval of the Parks Department, which consent can be withheld for any reason. The sales, service, distribution, promotion or use of alcohol, tobacco, fireworks, firearms and adult materials on or about the Leased Premises are strictly prohibited. Any proposed signs to be placed on the exterior, or to be visible from the exterior of, the Leased Premises or located on other City property must receive prior written approval from the City, which consent will be given in the City's reasonable discretion.

D. Conditions of Use: The Lessee and its Sublessee shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises

to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. The Lessee and its Sublessee, along with their officers, employees, volunteers, agents, contractors, invitees and visitors, shall comply with all applicable rules and regulations of the Parks Department regulating use and behavior in parks, including park curfews. The Lessee and its Sublessee shall not commit or suffer to be committed any waste or damage upon the Leased Premises or any nuisance to be created or maintained thereon. The Lessee and its Sublessee shall also keep the Leased Premises and the immediately surrounding park free and clear from all trash, debris, and waste resulting from their use or the use by their officers, employees, volunteers, agents, contractors, invitees and visitors and shall see that the Leased Premises are kept in a clean and sanitary condition. Any changes or additions, including any repairs or replacements, the Lessee or its Sublessee proposes to the exterior of Neighborhood House shall require the submittal of plans and the prior written approval of the City. The Lessee and its Sublessee shall provide all security the Lessee deems necessary for the Leased Premises.

E. Background Checks: With respect to operations and programs on the Leased Premises, the Lessee and its Sublessee shall not hire, retain, or knowingly engage or permit the services of any employee, volunteer, agent, or subcontractor with a felony criminal conviction or convictions, or who has been charged with a felony crime, involving physical violence, sexual acts, or illegal drugs, including any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children. A “conviction” shall mean a plea of guilty, a plea of *nolo contendere*, a finding of guilt, a default judgment, or a deferred judgment and sentence. The Lessee shall use every reasonable means available to confirm, or shall require its Sublessee to use every reasonable means available to confirm, through a national criminal background check, that employees, volunteers, agents, or subcontractors with access to or using the Leased Premises, or having contact with children and youth at Neighborhood House, have not been convicted or charged as set forth above and shall immediately and fully inform the City if the Lessee or the Sublessee becomes aware of any such conviction or charge. The Lessee shall provide proof of said background checks to the City upon request. If such a criminal conviction exists and the Lessee or the Sublessee believes there are extenuating circumstances that should

be considered, the Lessee or the Sublessee may request, in writing, that the City waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the City. Failure to comply with this Sub-section or, at the City's option, failure to promptly fire an employee, volunteer, agent, or subcontractor who has been so convicted or charged shall be cause for the City to immediately terminate this Lease. Acknowledging and agreeing that the City has no meaningful control over the employees, volunteers, agents or subcontractors the Lessee or its Sublessee may allow into the Leased Premises, the Lessee agrees, and agrees to require its Sublessee, to release and waive any claims or defenses which they could or may potentially assert against the City arising from or related to any failure to comply with this Sub-section or failure to achieve the purpose of this Sub-section to protect children and youth on the Leased Premises.

5. **WALK-THROUGH INSPECTION; "AS IS" CONDITION:**

A. Inspection: Prior to occupying the Leased Premises, the Lessee and/or its Sublessee will perform a walk-through inspection of the Leased Premises in the company of City representative(s), and a document generally detailing the condition of the Leased Premises shall be prepared, signed and shared by the Parties. Upon expiration or termination of this Lease, the Lessee and its Sublessee agree that they will leave the Leased Premises in substantially the same condition as the Leased Premises was during the walk-through, subject to ordinary wear and tear.

B. AS-IS Condition: The Leased Premises are accepted by the Lessee and its Sublessee in an "AS IS", "WHERE IS" condition, with all faults and defects. The City does not make, and disclaims, any warranty or representation whatsoever, express or implied, and shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises. The Lessee and its Sublessee accepts the Leased Premises in its current environmental condition, including any existing asbestos and lead-based paint, if any, and without any expectation that the City will remove or remediate the environmental conditions unless conditions become such that the City is compelled by federal or state law to do so. Lessee and its Sublessee agree to comply with any operations and any maintenance plan prepared by or on behalf of the City for the preservation and control of asbestos-containing material or areas containing by lead-based paint on the Leased Premises

after a copy of said plan is provided to Lessee.

6. **QUIET ENJOYMENT**: The Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms and conditions of this Lease, provided that the Lessee pays all financial liabilities and obligations related to the Leased Premises and performs all of Lessee's covenants and agreements contained in this Lease.

7. **MAINTENANCE, REPAIRS and REPLACEMENTS**:

A. **General Maintenance; Power**: The Lessee shall provide, at its own expense, or shall require its Sublessee to provide, at the Sublessee's own expense, all general maintenance and upkeep services for the Leased Premises, including but not limited to those specified in Paragraph 1 of Sub-section 3.B. of this Lease, but subject to the terms of Section 7. The City shall be responsible for ensuring that power is provided to Neighborhood House; however, the Lessee and its Sublessee shall be responsible to ensure that the load placed on the electrical system does not exceed the capacity of the system.

B. **Maintenance and Repairs by City**: The City shall be responsible for the maintenance and repair of the basic structure of Neighborhood House, including the foundation, roof, exterior walls, and related integral structural components of Neighborhood House (collectively "**Structural Repairs**"). Such Structural Repairs includes any structural change or addition required by federal, state or City laws, or by zoning, building, health or safety regulations and includes asbestos removal and the replacement of asbestos-containing materials, if necessary. The City shall be responsible for all maintenance and repair of the heating, ventilating and air-conditioning system and for other major repairs, which are defined as those plumbing, electrical, carpentry and other repairs internal to the Leased Premises that individually cost over fifteen hundred dollars (\$1,500.00) (collectively "**Major Repairs**"). Structural Repairs and Major Repairs do not include any maintenance or repairs assigned to the Lessee or its Sublessee in Sub-section 7.C. below. The Lessee acknowledges and understands that the City may provide said Structural Repairs and/or Major Repairs directly through Facilities Management or it may cause such services to be provided through the use of independent contractors or by means of other service agreements. The Lessee shall promptly notify the City of any needed Structural Repairs or Major Repairs of which the Lessee or the Sublessee becomes aware. Notwithstanding any provision to the contrary contained in this Agreement, the City

reserves the right to determine in its sole discretion whether to undertake, and the extent of, any Structural Repair or Major Repair, and any decision to undertake any Structural Repair or Major Repair shall be subject to the prior appropriation of the needed funds by the City and the availability of the funds. If the City determines to commence a Structural Repair or a Major Repair, it shall use its best efforts to undertake such repairs in an efficient, safe and workmanlike manner and will coordinate the work schedule with the Lessee and its Sublessee.

C. Repairs and Maintenance by the Lessee: The Lessee shall be responsible for, or shall require its Sublessee to be responsible for, including all costs: 1) the maintenance and repair of exterior lights, glass doors and windows, and all interior decorations, including carpet, floor tile, painting and window coverings, regardless of cost; 2) the replacement of any locks or re-keying of any locks, with a copy of the key(s) for all replaced lock(s) being provided to Real Estate Division; 3) any electrical system upgrades which are required as a result of the electrical load of the Lessee's or Sublessee's operation places upon that system and any communication (telephone, internet, cable, etc.) upgrades which are required as a result of system requirements of the Lessee's or Sublessee's operations; and 4) all minor electrical, plumbing, carpentry and other repairs that individually cost less than \$1,500.00 and for the first \$1,500.00 of cost for any repairs individually costing more than \$1,500.00. Any repairs or replacements specified in this Sub-section costing more than \$1,500.00 and to be performed by the Lessee, its Sublessee, or their contractor require the prior written approval of the City which may elect to handle such repairs and replacements itself or by its contractor subject to the Lessee or Sublessee reimbursing the City for the first \$1,500.00 of the cost of any individual repair or replacement. All repairs and replacements performed by the Lessee, its Sublessee, or their contractor must be performed in accordance with all applicable City requirements for construction on City property.

D. Damage: The Lessee shall be responsible, at its own expense, for the repair or replacement of any portion of the Leased Premises damaged by the Lessee or its Sublessee or their officers, employees, volunteers, agents, contractors, invitees and visitors to the Leased Premises. All such repairs or replacements costing in excess of fifteen hundred dollars (\$1500.00) shall require the prior written approval from the City and must be performed in accordance with all applicable City requirements for construction on City property.

E. Insurance, Sureties, and Liens: For any repairs or replacements requiring the approval of the City under Sub-sections 7.C. and D. of this Agreement and to be undertaken by the Lessee or its Sublessee, the Lessee shall take, or shall require its Sublessee to take, all measures, necessary, including sureties and insurance, to protect the City against any liability, loss, damage, costs or expenses, on account of any claims of any nature whatsoever, associated with the repairs and replacements, including but not limited to claims of liens by laborers, material suppliers, or others for work performed, or materials or supplies furnished to Lessee or its Sublessee or persons claiming under Lessee or Sublessee. All sureties and insurance are subject to the prior review and approval of the City.

8. **ENTRY BY CITY**: The Lessee and its Sublessee shall permit representatives and contractors of the City to enter into and upon the Leased Premises at all reasonable hours to inspect the same, and make any repairs or replacements deemed necessary by the City.

9. **SURRENDER OF THE LEASED PREMISES**:

A. Delivery; Re-Entry: At the expiration or termination of this Lease, Lessee shall deliver the Leased Premises to the City in the same condition as the Leased Premises were at the beginning of the Term of the Lease, ordinary wear and tear excepted. Lessee or its Sublessee shall promptly remove all of the personal property and belongings of the Lessee or its Sublessee and vacate the Leased Premises. If the Lease has been terminated by the City as provided in Paragraphs 2, 3 and 4 of Sub-section 2.B. and the Lessee fails to deliver the Leased Premises as set forth herein, the City shall have the right to re-enter and occupy the Leased Premises without further notice.

B. Personal Property: All moveable furniture and other belongings and effects of the Lessee or the Sublessee not removed from the Leased Premises upon vacation by Lessee or re-entry by the City shall be conclusively deemed to have been abandoned and may be appropriated, sold, stored, destroyed or otherwise disposed of by the City without notice to Lessee, its Sublessee, or any other person, and without obligation to account therefor, and Lessee shall pay the City all expenses incurred in connection with such property.

C. Financial Obligations: Lessee shall pay, or shall require its Sublessee to pay, before delinquency, any and all financial liabilities and obligations related to the occupancy and use of, and any business conducted on, the Leased Premises, personal property of the Lessee

or its Sublessee which is or was located on the Leased Premises, or the operations or conduct of business on the Leased Premises, including any taxes, assessments, and other costs and charges, any of which become payable during the Term of this Lease.

10. **UTILITIES AND SERVICES**: Starting with the first day of occupancy of the Leased Premises by Lessee or its Sublessee, Lessee shall pay, or shall require its Sublessee to pay, for one hundred percent (100%) of the total costs of water, sewer, gas, heat, light, and power incurred on the Leased Premises (“**Utilities**”). The Lessee shall coordinate with Real Estate Division with respect to putting the Utilities in the name of the Lessee and shall coordinate with Real Estate Division to put the Utilities back in the name of the City upon the expiration or termination of this Lease. The Lessee shall timely pay, or shall require its Sublessee to timely pay, all charges, subcharges, fees, assessments, taxes for Utilities, and shall not allow the same to become delinquent. The Lessee and its Sublessee shall limit its uses of said Utilities to those as may be reasonable and necessary for normal uses as allowed under this Lease. Lessee or its Sublessee shall be solely responsible and liable for obtaining and directly paying providers for any cable, internet, telephone and alarm monitoring connections and service desired by the Lessee or its Sublessee on the Leased Premises.

11. **LESSEE'S INSURANCE**:

A. **General Conditions**: The Lessee shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended. Proof of such insurance shall be provided upon request by the City. The Lessee shall require its Sublessee to secure, at or before the beginning of the Term of this Lease, the following insurance covering all operations, activities, occupancy, uses and services associated with the Leased Premises under this Lease. The Lessee shall require its Sublessee to keep, the required insurance coverage in force at all times during the Term of the Lease or any extension thereof. 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. The Lessee shall require the Sublessee to provide written notice of cancellation, non-renewal and any reduction in coverage to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202 by certified mail, return receipt requested. Such written 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 any policy is in excess of a deductible or self-insured retention, the City must be notified by Lessee. The Lessee shall be responsible for the payment of any deductible or self-insured retention if the Sublessee should fail to make such payment. The insurance coverages specified in this Lease are the minimum requirements, and these requirements do not lessen or limit the liability of the Lessee under this Lease. The Lessee 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 Lease.

B. Proof of Insurance: The Lessee shall require its Sublessee to provide a copy of this Lease to the Sublessee's insurance agent or broker. The Lessee certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD certificate, complies with all insurance requirements of this Lease. 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 Lease shall not act as a waiver of breach of this Lease by the Lessee or the Sublessee or of any of the City's rights or remedies under this Lease. The City's Risk Management Office may require, and the Lessee shall promptly provide, additional proof of insurance, including but not limited to policies and endorsements, at any time.

C. Additional Insureds: For Commercial General Liability and Business Auto Liability, the Lessee shall take such measures so as to ensure that the Sublessee's insurer(s), and any insurers for contractors retained by the Sublessee, name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Waiver of Subrogation: For all of Sublessee's coverages, the Lessee shall take such measures so as to ensure that the Sublessee's insurer(s) 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 to Lessee or the Sublessee on the Leased Premises) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required herein. The Lessee shall require the Sublessee to take such measures so as to ensure that all such subcontractors and subconsultants

maintain the required coverages. The Lessee must require the Sublessee to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. Workers' Compensation/Employer's Liability Insurance: The Lessee shall require its Sublessee to 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.

G. Commercial General Liability: The Lessee or its Sublessee shall maintain, and require its Sublessee to 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: The Lessee shall require its Sublessee to maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in association with this Lease.

I. Fire and Extended Coverage Insurance: The Lessee shall require the Sublessee to maintain Fire and Extended Coverage Insurance on all of the Sublessee's personal property located in or about the Leased Premises in the minimum amount of \$50,000.00.

J. Additional Provisions:

- (1) For Commercial General Liability, the policy must provide:
 - (i) That this Lease is an Insured Contract under the policy;
 - (ii) Defense costs are in excess of policy limits;
 - (iii) A severability of interests or separation of insureds provision (no insured versus insured exclusion);
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and
 - (v) No exclusion for sexual abuse, molestation or sexual misconduct (for the Commercial General Liability policy maintained by the Sublessee).
- (2) For claims-made coverage, 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.

(3) The Lessee shall require the Sublessee to advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. Where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Lessee shall require the Sublessee to procure, at the Sublessee's own expense, such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

K. Other: The Lessee shall include these insurance requirements into any agreement or sublease it enters with the Sublessee with respect to the Leased Premises. The insurance requirements set forth in this Section 11 shall survive the expiration or earlier termination of this Lease. The City shall have the right to suspend this Lease, and deny the Lessee and the Sublessee access to the Leased Premises, if at any time the City becomes aware that the Lessee or the Sublessee has failed to satisfy the insurance requirements, in whole or part, set forth in this Section 11 and may, at the City's discretion, terminate this Lease if the Lessee or the Sublessee fails to rectify the deficiency on the insurance requirements within a reasonable time frame, as determined by the City. Alternatively, if it should be determined by the City that the Lease should remain in effect, the City shall have the right to obtain any insurance coverage specified in this Section 11 as Denver Risk Management deems necessary to remedy the deficiency in the Sublessee's policies, and the Lessee agrees to promptly and fully reimburse the City for the costs of such insurance coverage upon being provided a bill for the costs. At all times, the Lessee shall be responsible for keeping the Real Estate Division informed as to the status of insurance coverage under this Section 11 and as to any problems that affect the protection of the City under this Section 11.

12. **LIABILITY; RELEASE & WAIVER:**

A. Liability: The Lessee and the City shall each be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, contractors, and agents in connection with the subject matter of this Lease, and the Lessee shall have the same responsibility with respect to its Sublessee. Except for such release and waiver for the benefit of the City, nothing in this Lease shall be construed as a waiver of the notice

requirements, defenses, immunities and limitations the City or Lessee may have under the Colorado Governmental Immunity Act (§ 24-10-101 *et seq.*, C.R.S.) or any other defenses, immunities or limitations of liability available to the City or Lessee by law.

B. Release and Waiver: The Lessee agrees, and agrees to require its Sublessee, to release and waive any claims or defenses which they could or may potentially assert against the City with respect to the occupancy, uses, activities or operations undertaken, conducted or participated in by the Lessee or its Sublessee or their officers, employees, volunteers, agents, contractors, invitees, or visitors on the Leased Premises.

13. CLAIMS; COOPERATION: In the event that any claim, demand, suit, or action is made or brought in writing by any person or entity against one of the parties related in any way to this Lease, the party in receipt of same shall promptly notify and provide a copy of said claim, demand, suit, or action to the other party. The parties agree to cooperate in the investigation, defense or settlement of any claim, demand, suit, or action related in any way to this Lease. Nothing in this provision shall modify or reduce the Lessee's obligations with respect to insurance and liability under this Lease.

14. LOSS OR DAMAGE: The City shall not be liable or responsible to the Lessee or its Sublessee for any loss or damage to any property or person occasioned by theft, fire, Act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or regulatory order of any governmental entity. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to Real Estate Division. If the Leased Premises are totally destroyed by fire or other casualty, the Lease shall immediately terminate. If the Leased Premises should be partially damaged by fire or other casualty so as to render the Leased Premises untenable, whether or not the fire or casualty is due to fault or neglect of Lessee or its Sublessee or their officers, employees, volunteers, agents, contractors, invitees, or visitors, the City shall be free to elect to repair or replace the damaged portions of the Leased Premises or to terminate the Lease. If the Leased Premises are not damaged due to fault or neglect, in whole or part, of the Lessee or its Sublessee or their officers, employees, volunteers, agents, contractors, invitees, or visitors, the Lessee may elect to terminate this Lease or to continue the Lease if the City elects to repair the Leased Premises. If the Leased Premises are damaged as the result of fault or neglect, in part or whole, of the Lessee or its Sublessee or

their officers, employees, volunteers, agents, contractors, invitees, or visitors, Lessee agrees to promptly pay to the City, upon request, an amount equivalent to the deductible on any property insurance the City may carry for the Leased Premises, even if the Lease is terminated under Sub-section 2.B. or the City elects to terminate the Lease under this Section 14.

15. **HAZARDOUS SUBSTANCES:** Lessee and its Sublessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee or its Sublessee or their officers, employees, volunteers, agents, contractors, or invitees. If Hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises, or if the Leased Premises become contaminated in any manner due to the actions or inactions of the Lessee or its Sublessee, Lessee shall be responsible and liable, to the extent applicable under law, for any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Term of the Lease and arising as a result of those actions or inactions by Lessee or its Sublessee. This responsibility and liability includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Lessee or its Sublessee causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the premises. Lessee shall first obtain City's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

16. **HOLDING OVER:** If after the expiration of the Term of this Lease, Lessee or

its Sublessee should remain in possession of the Leased Premises or any part thereof, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the Term of the Lease, and at a rent of one thousand dollars (\$1,000.00) a month, due at the first of each month. Such holding over may be terminated by the City or the Lessee upon ten (10) days' written notice. In the event that Lessee or its Sublessee fails to surrender the Leased Premises upon termination or expiration of this Lease or such month-to-month tenancy, then the Lessee shall reimburse the City against loss or liability resulting from any delay of the Lessee or its Sublessee in not surrendering the Leased Premises.

17. **ANNUAL REPORTS**: Each year during the Term of this Lease, the Lessee shall require its Sublessee to prepare and submit to the City an annual report in a format reasonably satisfactory to the Parks Department and the Real Estate Division (the "**Report**"). Such Report shall be submitted on or before March 1st of each year for the preceding calendar year. At a minimum, the Report must include a financial report of the Lessee and/or Sublessee regarding the provision of Child Services on the Leased Premises and demonstrate the accomplishments and operations of the Lessee and/or Sublessee over the past year which are consistent with their stated goals and services and continued missions. The Report should also include plans for the upcoming year and how the public will be benefited by such proposed plans. The Report should also include an accounting of all activities and uses authorized under this Lease and any financial gain resulting from those activities and uses. The City may present this Report to a committee of the City Council and may require the presence of a representative of the Lessee or its Sublessee at the committee to help in the presentation and to answer the questions or concerns of Council members.

18. **NO DISCRIMINATION**: In connection with this Lease, the Lessee agrees, and shall require its Sublessee to agree, not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts relating to the Lease or use of the Leased Premises, including the sublease/contract with the Sublessee.

19. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

20. **ASSIGNMENT AND SUBLEASE:** Except as provided in Sub-section 1.B. of this Lease, the Lessee shall not assign or transfer its rights or obligations under this Lease or sublet the Leased Premises. Assignment or sublease by Lessee in violation of this Section 20 shall constitute grounds for immediate termination of the Lease.

21. **NO SALE OR ADVERTISING OF TOBACCO PRODUCTS:** The Lessee, its officers, agents, and employees shall cooperate and comply with the provisions of Executive Order No. 13, which prohibits the sale or advertisement of tobacco products on City owned property and in facilities owned or operated or controlled by the City and County of Denver. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial and noncommercial promotion of the purchase or use of tobacco products through any medium whatsoever, but does not include any advertising and sponsoring which is a part of a performance or show or any event displayed or held in City facilities.

22. **EXAMINATION OF RECORDS:** The Lessee agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after final payment under this Lease, have access to and the right to examine any directly pertinent books, documents, and records of the Lessee and its Sublessee involving matters directly related to this Lease. The Lessee, the U.S. Department of Housing and Urban Development, the Office of Counsel or Comptroller of the United States, or any of their authorized representatives shall, until three (3) years after final payment under this Lease, have access to and the right to examine any of the City's directly pertinent books, documents, papers, or other records involving transactions related to the Lease for purpose of making audit, examination, excerpts, and transactions. The cost of any such examination, including the costs of copying, shall be paid by the party requesting the examination.

23. **AMENDMENT:** No alteration, amendment or modification of this Lease shall

be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease; however, the Director of Real Estate Division shall have the authority to execute letter agreements with Lessee which make technical or minor corrections or non-substantive changes to this Lease.

24. **SEVERABILITY**: If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease shall remain in full force and effect unless the invalidated provision prohibits the leasing of the Leased Premises or results in a failure of consideration.

25. **BINDING EFFECT**: This Lease when executed and, when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representatives of the respective parties hereto.

26. **THIRD PARTIES**: This Lease does not, and shall not be deemed or construed to, confer upon or grant to and third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

27. **NOTICES**: All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

To the City: Director of Real Estate Division
Department of Finance
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

Manager of Parks & Recreation
201 West Colfax Avenue, Dept. 601
Denver, Colorado 80202

With copies to: Denver City Attorney
Denver City Attorney's Office
1437 Bannock Street, Room 353
Denver, CO 80202

To Lessee: Housing Authority of the
City and County of Denver
Attn: Lynne Picard or successor
777 Grant Street, 2nd Floor
Denver, Colorado 80203

With copies to:

Housing Authority of the
City and County of Denver
Legal Department
777 Grant Street, 6th Floor
Denver, Colorado, 80203

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any notice under this Lease shall be the date such notice is deposited in the mail or hand-delivered to the party.

28. **ENTIRE AGREEMENT**: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that any representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect.

29. **WHEN RIGHTS AND REMEDIES NOT WAIVED**: In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

30. **NO PERSONAL LIABILITY**: No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of the Lessee shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof.

31. **CONFLICT OF INTEREST BY CITY OFFICER**: The Lessee represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

32. **APPROPRIATION; FUNDING**: All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease Agreement and paid into the Treasury of the City. The parties

acknowledge that this Lease and the use of HUD funds and/or operating assistance by Lessee shall not be deemed or construed to be an assignment by Lessee of the right to receive any such funding from HUD, and the City shall not succeed to any rights or benefits of Lessee under ACC, or any other agreement with HUD, nor shall this Lease attain any privileges, authorities, interests or rights in or under ACC, Mix-Finance ACC Amendment, or any other agreement with HUD. This Lease may not used to secure any funding that Lessee may obtain and the rights and obligations under this Lease are not assignable or transferable except as allowed in Section 20 of this Lease.

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

34. **AUTHORITY TO EXECUTE:** The Lessee represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind the Lessee.

35. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define or limit the scope or intent of this Lease or its sections.

36. **CITY'S EXECUTION OF AGREEMENT:** This Lease is expressly subject to, and shall not be or become effective or binding on the City until approval by its City Council and full execution by all signatories set forth below.

37. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Lessee consents to the use of electronic signatures by the City. The Lease, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The parties agree not to deny the legal effect or enforceability of the Lease 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 Lease 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.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

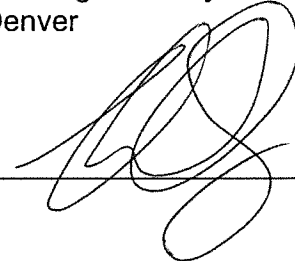
By _____

By _____



Contract Control Number: FINAN-201416419-00

Contractor Name: Housing Authority of the City and County of Denver

By:  For _____

Name: Ismael Guerrero
(please print)

Title: Executive Director
(please print)

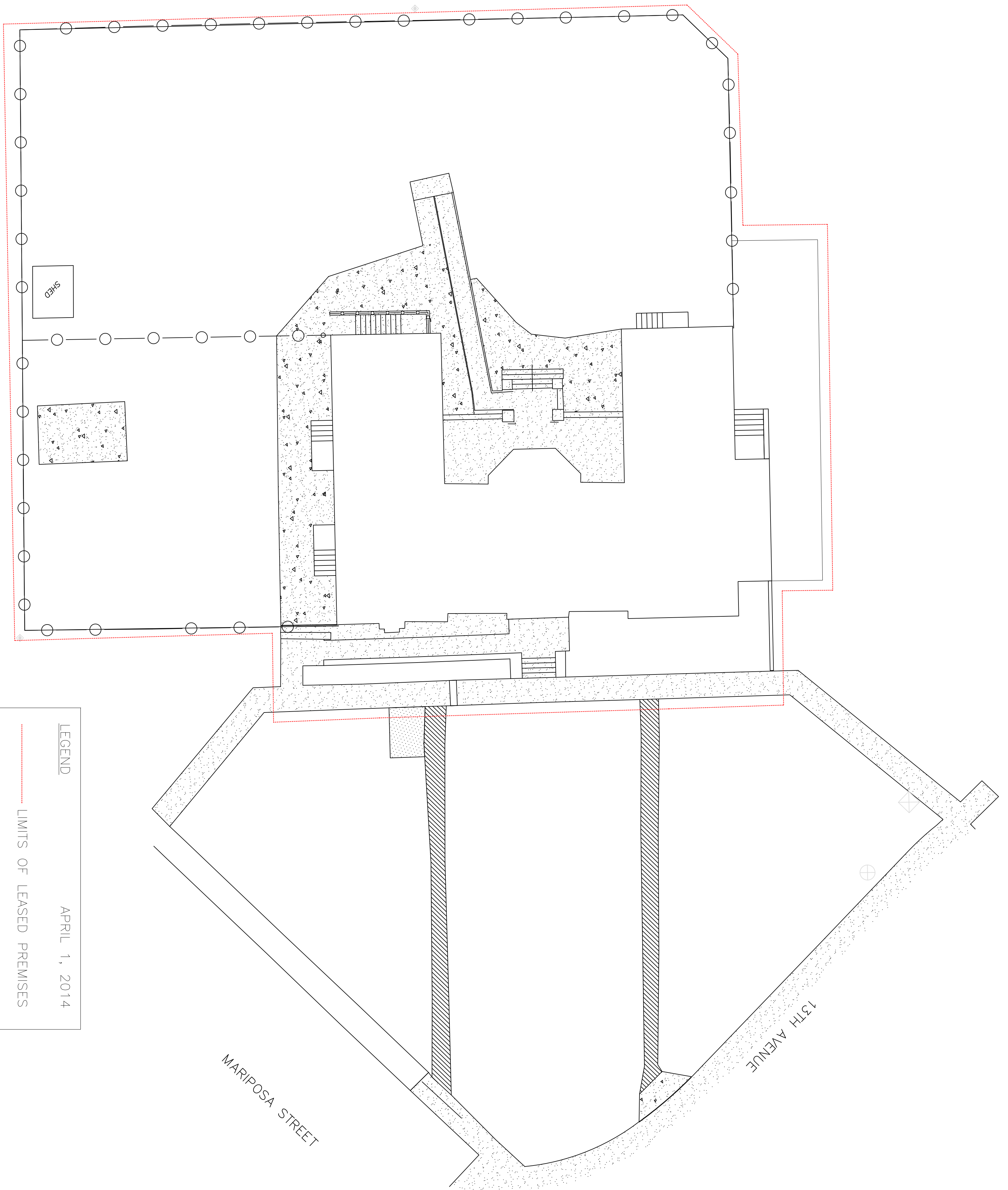
ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)





Housing Authority Insurance Group
P.O. Box 189
Cheshire, CT 06410

CERTIFICATE OF INSURANCE

ID: 541, Endorsement: 01-10A-09-2013-26

Issue Date: 11/14/2013

Insured: The Housing Authority of the City and County of Denver

Address: 777 Grant Street
P.O. Box 40305
Denver, CO 80204-0305

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-541-129511-2013	General Aggregate: \$ 10,000,000 Per Occurrence: \$ 10,000,000
[X] Coverage A : Bodily Injury and Property Damage Liability: <u>Occurrence</u>	Effective Date: 12/31/2013 12:01 AM	Personal and Adv Inj: \$ 10,000,000 Fire Damage Sub-Limit: \$ 50,000
[X] Coverage B : Personal and Advertising Injury Liability: <u>Occurrence</u>	Expiration Date: 12/31/2014 12:01 AM	Athletic Sport Sub-Limit Per Occurrence: \$ 250,000 Aggregate: \$ 250,000
[X] Coverage E : Mold, Other Fungi or Bacteria Liability: <u>Claims Made</u> Retro Date: 12/31/03		Mold, Other Fungi or Bacteria: \$ 100,000

Description: Person/Organization scheduled as additional insured

Certificate City and County of Denver

Holder: Office of Economic Development
201 West Colfax Avenue, Dept. 1005
Denver, CO 80202

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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 CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Signature of Authorized Representative





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/21/2014

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

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6399 S. Fiddlers Green Cir Suite 200 Greenwood Village CO 80111	CONTACT NAME: Anita Bruner PHONE (A/C, No., Ext): 303-889-2574 FAX (A/C, No): 303-889-2575 E-MAIL ADDRESS: anita_bruner@ajg.com														
INSURED Colorado Seminary which owns and operates the University of Denver, Department of Risk Management 2199 S. University Blvd. #414 Denver CO 80208	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :United Educators Ins</td> <td>10020</td> </tr> <tr> <td>INSURER B :Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C :Pinnacol Assurance Company</td> <td>41190</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A :United Educators Ins	10020	INSURER B :Hartford Casualty Insurance Company	29424	INSURER C :Pinnacol Assurance Company	41190	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES
CERTIFICATE NUMBER: 1894487423

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY			CGL201300069200	7/1/2013	7/1/2014	<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$1,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$1,000,000		\$
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B	AUTOMOBILE LIABILITY			34UENAQ3188	7/1/2013	7/1/2014	<table border="0" style="width: 100%;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
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	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						<table border="0" style="width: 100%;"> <tr><td>EACH OCCURRENCE</td><td>\$</td></tr> <tr><td>AGGREGATE</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2224632	7/1/2013	7/1/2014	<table border="0" style="width: 100%;"> <tr> <td><input checked="" type="checkbox"/> WC STATU-TORY LIMITS</td> <td><input type="checkbox"/> OTH-ER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	<input type="checkbox"/> OTH-ER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000		
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E.L. DISEASE - POLICY LIMIT		\$1,000,000																			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N <input checked="" type="checkbox"/> N <input type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below																				

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

Certificate Holder is an Additional Insured as respects general liability policy.
 RE: Bridge Project location at Neighborhood House, 1265 Mariposa, Denver, CO. Sexual Abuse and Molestation is included in the general liability policy with an exception for incidents involving failure to report.

CERTIFICATE HOLDER
CANCELLATION

City and County of Denver 201 E. Colfax Avenue Denver CO 80203	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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