

**FUNDING AGREEMENT
(ARPA FUNDS)**

THIS **FUNDING AGREEMENT** (the “Agreement”) made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE FAX EAST COLFAX REDEVELOPMENT LLC**, a Colorado limited liability company, with an address of 6470 E. Colfax Avenue, Denver, Colorado 80220 (“Grantee”), each individually a “Party” and collectively the “Parties.”

WITNESSETH:

WHEREAS, the City was awarded funds pursuant to Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021);

WHEREAS, the City desires to provide funding and reimbursement to Grantee for costs related to acquisition and renovation costs of real property located at 8405 & 8415 E. Colfax Avenue, Denver, Colorado (the “Property”), which will be used as a non-congregate shelter with an anticipated use conversion within approximately five (5) years to affordable housing as generally described in **Exhibit A** of this Agreement (the “Project”);

WHEREAS, the City is making certain monies available to ensure the Property is used and developed pursuant to the terms of this Agreement; and

WHEREAS, Grantee is eligible to receive funds from the City, and is ready, willing and able to meet the conditions associated therewith.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the Parties agree as follows:

1. **THE PROJECT**: Grantee agrees to carry out the Project in accordance with the City’s requirements set forth in Project Scope, attached hereto as **Exhibit A** and incorporated herein by reference (the “Project Scope”).

2. **PAYMENT OF FUNDS; USE AND DISBURSEMENT OF FUNDS:**

A. The amount to be paid by the City to Grantee shall not exceed Nine Hundred Eighty-Three Thousand Four Hundred Fifty-Six Dollars and NO/100 (\$983,456.00) (the “Grant”). The Grant will be used for costs related to acquisition and renovation costs of the Property, with Seven Hundred Fifty Thousand Dollars and NO/100 (\$750,000.00) of the Grant being allocated to reimburse acquisition costs for the Property and Two Hundred Thirty-Three Thousand Four

Hundred Fifty-Six Dollars and NO/100 (\$233,456.00) of the Grant being allocated for renovations costs of the existing building so that it can be used as non-congregate shelter, as more particularly set forth in the “Scope of Planned Renovations” portion of **Exhibit A** (the “Landlord’s Work”). The obligation of the City for payments under this Agreement is limited to monies appropriated by the City Council and paid into the City Treasury.

B. The Grant funds used to reimburse acquisition costs will be released at a scheduled closing, in a manner acceptable by the City’s Department of Housing Stability (“HOST”) and once HOST receives all necessary documentation to comply with ARPA (as defined in Section 3) reporting purposes. HOST and the City acknowledge that Grantee has completed the acquisition of the Property prior to the date of this Agreement. For disbursements related to renovation of the Property, Grantee shall submit to the City requisitions with documentation of incurred costs on HOST approved forms, and otherwise comply with the financial administration requirements set forth in **Exhibit B** attached hereto and incorporated herein. The City and Grantee acknowledge and agree that for purposes of such requirements, the Landlord’s Work shall be deemed “minor construction” and as such, the requirements pertaining to major construction, bonding, the Davis-Bacon Act, AIA forms, and tenant requirements are not applicable.

C. Where the City’s funds are disbursed for construction, (i) the City shall monitor the construction activities for the purpose of verifying eligible costs, and (ii) the City shall retain ten percent (10%) of each disbursement of funds, which retainage shall be released upon Borrower’s compliance with the requirements in **Exhibit B**.

D. In addition to the retainage specified in subsection C above, HOST shall retain Ten Thousand Dollars and No/100 Dollars (\$10,000.00) of the total funds to be disbursed under this Agreement (the “Compliance Retainer”). This amount shall be released upon Borrower’s compliance with the requirements of **Exhibit B**.

E. Expenses incurred prior to September 1, 2022, are not eligible for reimbursement.

3. ARPA FUNDS: Grantee agrees and acknowledges that some or all of the funds encumbered by the City to pay for the acquisition and development of the Property described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along

with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024, as follows:

A. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

B. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

C. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

D. To make necessary investments in water, sewer, or broadband infrastructure.

Grantee shall only utilize ARPA Funds for the purposes described in the Project Scope attached as **Exhibit A**. Grantee agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit C**. All invoices submitted by Grantee to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. Grantee shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the any funding provided to Grantee for which ARPA Funds are used shall not also be paid for or reimbursed by monies provided under any other federal program.

Grantee agrees and acknowledges that all services performed and/or goods provided by Grantee using ARPA Funds must be performed and/or provided, respectively, by Grantee no later than December 31, 2024. Further, Grantee agrees and acknowledges that payment for all services

performed and/or goods provided by Grantee using ARPA Funds must be provided by the City to Grantee no later than December 31, 2024. As such, Grantee shall invoice the City not later than December 31, 2024 for all work performed pursuant to this Agreement for which ARPA Funds will be used (the “Invoice Deadline Date”). Any invoice submitted by Grantee after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2024 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that Grantee’s services hereunder contemplate the spending of ARPA Funds, Grantee shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes, as may be requested by the City from time to time. Further, in providing the ARPA-required information requested by the City, to the extent possible, Grantee shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. Grantee shall insert the foregoing requirement into all subcontracts related to this Agreement entered into following the date of this Agreement, thereby obligating all subcontractors comply with the same reporting requirement as Grantee.

4. DEADLINE FOR DISBURSEMENT OF FUNDS; REQUIRED DOCUMENTATION; TERM OF AGREEMENT:

A. Grantee must satisfy all conditions set forth in Section 14 of this Agreement on or before March 30, 2023 (the “Closing Deadline”). Failure to meet this deadline may result in the termination of this Agreement at the Executive Director’s sole discretion. No funds shall be disbursed under this Agreement until such time as all such conditions of this Agreement have been met.

B. The Executive Director is authorized to extend or modify any deadlines or schedules (other than repayment deadlines or schedules) set forth herein, provided that Grantee also consents to any such change and that such changes are made in writing.

C. The term of this Agreement will commence on the date that this Agreement is fully executed by both Parties, with said date being identified on the City’s signature page, and

terminate, subject to Section 24, upon the approval of the written affordable housing agreement by the Executive Director.

5. RESTRICTIONS ON USE OF PROPERTY:

A. Shelter. As set forth in the Project Scope, Grantee will use the Property as a non-congregate shelter providing a minimum of 34 non-congregate shelter units.

i. Grantee, or a service provider on behalf of Grantee, must operate, clean, and maintain a 365-day, 24-hour emergency motel at the Property. Grantee will allocate secured space within the Property for client activities, including sleeping and showering. Grantee, or a service provider on behalf of Grantee, shall provide clients with access to shelter programming on-site at the Property.

ii. Grantee must reserve 34 shelter rooms for people experiencing homelessness.

iii. Grantee, or a service provider on behalf of Grantee, must provide blankets, towels, and provision for three meals daily. Shelter programming will be offered by Grantee staff, or a service provider on behalf of Grantee, and any partner-assigned staff assigned to the Property.

iv. Grantee, or a service provider on behalf of Grantee, must provide around-the-clock front desk coverage and crisis intervention services for clients.

B. Conversion to Housing. Grantee intends convert the use of the Property from a non-congregate shelter use to housing and other community-supporting uses, within approximately five (5) years after the commencement of the non-congregate shelter use. Any use conversion will require a written affordable housing agreement executed by the Executive Director and Grantee or any successor owner of the Property, as contemplated by Section 5(C).

C. Covenant Running with the Land. As a condition to the City's disbursement of any portion of the Grant, Grantee shall execute a restrictive use covenant in form satisfactory to the City ("Covenant"), setting forth the use restrictions described in the Project Scope. The Covenant shall be recorded in the real estate records of the City and County of Denver, and which shall constitute a covenant running with the land. The Covenant shall encumber the Property for sixty (60) years from the date of the recording of the Covenant. The Executive Director may consent to the release of the Covenant so long as replacement restrictive use covenant memorializing the terms of the affordable housing agreement is recorded against the Property.

6. **INTENTIONALLY OMITTED.**
7. **INTENTIONALLY OMITTED.**
8. **INTENTIONALLY OMITTED.**
9. **INTENTIONALLY OMITTED.**
10. **INTENTIONALLY OMITTED.**
11. **INTENTIONALLY OMITTED.**

12. **MANAGEMENT OF PROPERTY:** Grantee shall provide and maintain good and efficient management of the Property satisfactory to the City. Upon the Property's conversion from the shelter use to the housing use, Grantee must execute and maintain in effect a management agreement for the Project with a qualified manager that has experience with affordable housing. Grantee shall notify the City of any (i) changes to the manager of the Property and (ii) of any significant changes staffing changes to the manager.

13. **EXAMINATION OF RECORDS/REPORTING REQUIREMENTS/ ANNUAL MONITORING; INSPECTIONS:**

A. **Examination of Records:** Grantee shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, 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 section shall require the Contractor to make disclosures in violation of state or federal privacy

laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

B. Required Information and Reports.

i. *While the Property is Used as a Shelter:* While the Property is used as a non-congregate shelter, Grantee must submit an annual compliance statement on HOST approved forms or online system. The report shall include, but not be limited to, information to demonstrate compliance with requirements of Section 5.A.i.-iv. Grantee must also submit financial reports that enable the City to determine the financial condition and continued financial viability of the shelter. The reports and information required by this Section shall be due within thirty (30) days of the City making a request for such information and reports.

ii. **INTENTIONALLY OMITTED.**

C. Access and Inspections. For the purposes of assuring compliance with the Agreement, the City shall have the reasonable right of access to the Property, without charges or fees, (i) during the period of construction and (ii) during the term of the Covenant. During the term of the Covenant, the City shall be entitled to conduct annual physical inspections of the Property. Grantee shall fully cooperate with the City in an annual monitoring of Grantee's performance and site inspection to verify compliance with the requirements of this Agreement.

14. CONDITIONS PRECEDENT TO CITY'S FUNDING: In addition to any other conditions stated in the Agreement, the following conditions must be satisfied at prior to the Closing Deadline:

A. **Environmental Reports.** Grantee must provide the City with a Phase I Environmental Site Assessment ("ESA") in form and substance acceptable to the City. If the ESA is not in the City's name, the City must be provided with a reliance letter in the name of the City from the environmental engineer, which must be satisfactory to the City.

B. **Intentionally Omitted.**

C. **Appraisal.** Grantee must provide the City with an as-built appraisal of the Property, which must be satisfactory in form and substance to the City.

D. **Organizational Documents.** Grantee must provide the City with (i) evidence that it is a Colorado limited liability company in good standing and authorized to transact business in the State of Colorado; (ii) evidence in a form satisfactory to the City that the person executing this Agreement and the Covenant has the full power and authority to bind Grantee and encumber the Property; and (iii) all organizational documents related to Grantee, which must be

acceptable to the City. Organization documents include, but are not limited to, Articles of Organization, an operating agreement, and a certificate of good standing.

E. **Intentionally Omitted.**

F. **Survey.** Grantee must provide the City with a current ALTA survey of the Property. The ALTA survey must be prepared by a licensed land surveyor, certified to the City, and satisfactory to the City.

G. **Covenant.** Grantee must execute and record the Covenant.

H. **Evidence of Financing.** Grantee must provide such information and documentation sufficient to satisfy the City, in the City's sole discretion, that Grantee has secured all financing necessary to rehabilitate the Property as contemplated by the Project Scope. Documentation sufficient to satisfy the City may include, but not be limited to, commitment letters for all other financing or funding.

I. **Insurance.** Grantee must provide the City with certificates of insurance or copies of the policies of insurance required under this Agreement.

15. COSTS AND EXPENSES: Grantee agrees to pay all direct costs, expenses and attorney fees reasonably incurred by the City in connection with Grantee's breach or default of this Agreement or the Covenant. Grantee agrees to pay reasonable closing costs, including all recording charges, costs of surveys, costs for certified copies of instruments, costs incurred for obtaining any documents or reports required pursuant to this Agreement, and all other direct costs incurred by the City in connection with the funding.

16. CONDITIONS:

A. The obligation of the City to provide the Grant is limited to funds appropriated for the purpose of this Agreement and paid into the City treasury.

B. This Agreement is subject to the provisions of the City Charter and Revised Municipal Code as the same may be amended from time.

17. INSURANCE: Borrower or its contractor(s) shall procure and maintain insurance in the following types and amounts:

A. Commercial General Liability Insurance covering all operations by or on behalf of Borrower, on an occurrence basis with limits not less than \$1,000,000 per occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Borrower's contractor shall include all subcontractors as insureds under its policy or shall furnish

separate certificates of insurance for each subcontractor.

B. Worker's Compensation and Employer's Liability Insurance at statutory limits and otherwise sufficient to ensure the responsibilities of Borrower and its contractor under Colorado law.

C. Borrower shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Loan Agreement.

D. Certificates of insurance evidencing the above shall be submitted prior to the disbursement of any Grant funds. Policies shall include a waiver of subrogation and rights of recovery against the City. Insurance companies providing the above referenced coverage must be authorized and licensed to issue insurance in Colorado and be otherwise acceptable to the Risk Management Office.

18. DEFENSE & INDEMNIFICATION:

A. Grantee agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees 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 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.

B. 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.

C. 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.

D. 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.

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

19. 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 e-mailed, to the following:

To Grantee:

The Fax East Colfax Redevelopment, LLC
6740 E. Colfax Avenue
Denver, Colorado 80220
Attn: Monica Martinez
Email: monica@thefaxdenver.com

To the City:

Executive Director of the Department of Housing Stability
City and County of Denver
201 West Colfax Avenue, Dept. 615
Denver, Colorado 80202

With a copy 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. The Parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

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

21. ASSIGNMENT AND SUBCONTRACTING: The City is not obligated or liable

under this Agreement to any party other than Grantee. Grantee shall not assign, sublet or subcontract with respect to any of the rights, benefits, obligations or duties under this Agreement except upon prior written consent of the City.

22. CITY NOT PARTY TO CONSTRUCTION CONTRACT: The City is not, and nothing in this Agreement shall be construed to constitute the City, a party to any construction contract pursuant to which the proceeds hereof are expended

23. WAIVER: No waiver of any breach or default under this Agreement shall be held to be a waiver of any other or later breach or default. All remedies afforded in this Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

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

25. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed to be an original and, taken together, shall constitute one and the same instrument.

26. 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 entered into after the date of this Agreement.

27. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

28. **RECITALS:** All of the recitals above are hereby confirmed and incorporated herein as part of this Agreement.

29. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Grantee consents to the use of electronic signatures by the City. This Agreement, 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 this 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 this 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.

List of Exhibits to Agreement

Exhibit A – Project Scope

Exhibit B – Disbursement Terms and Conditions

Exhibit C – Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

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Contract Control Number:
Contractor Name:

HOST-202265304-00
The Fax East Colfax Redevelopment, LLC

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202265304-00
The Fax East Colfax Redevelopment, LLC

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

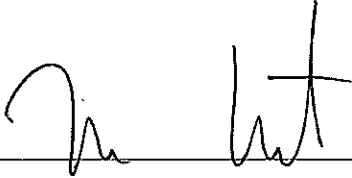
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

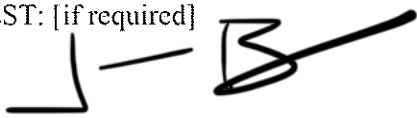
HOST-202265304-00
The Fax East Colfax Redevelopment, LLC

By: 

Name: Monica Martinez
(please print)

Title: Executive Director / President
(please print)

ATTEST: [if required]

By: 

Name: Javonni Butler
(please print)

Title: Secretary
(please print)

EXHIBIT A – PROJECT SCOPE

Funding & Project Description

The ARPA Funds will provide funding contributed toward partial takeout of the acquisition of the Sand & Sage and Westerner at 8405 & 8415 E. Colfax Avenue, Denver, Colorado. The Property is located in a Qualified Census Tract. The Property will provide a minimum of 34 units of non-congregate shelter prior to redevelopment.

Grantee plans to redevelop the site in approximately five years to provide up to 75 units of housing.

As a condition of receiving the Grant, Grantee will record a Covenant on the Property with a 60-year term. The Covenant will require that the Property be used as a non-congregate shelter. The Covenant will allow Grantee or any successor owner of the Property to convert the use of the Property to housing and community-supporting services. To convert the use of the Property from a non-congregate shelter to housing, Grantee or any successor owner must seek and obtain approval from the Executive Director of HOST. Any use conversion will require a written affordable housing agreement executed by the Executive Director of HOST and the Grantee or any successor owner of the Property. The Executive Director may consent to the release of the shelter Covenant so long as replacement covenant memorializing the terms of the affordable housing agreement is recorded against the Property. If Grantee does not seek and obtain Executive Director approval for the conversion of the shelter to housing, the Property shall continue to be used as a non-congregate shelter for the term of the Covenant.

Grantee shall be solely responsible for all costs and financing required for the redevelopment of the Property and the conversion from a non-congregate shelter use to a housing use. The City has no further funding obligations other than as set forth in the Agreement. Notwithstanding the foregoing, nothing in the Agreement will prevent Grantee from seeking additional funding from the City for the conversion of the Property to housing.

Sources and Uses:

SOURCES AND USES (Acquisition)					
Sources	Total	%	Uses	Total	%
ECP TOD Loan Fund	\$ 2,581,524	56.3%	Land/Building	\$4,105,000	89.6%
CHFA	\$ 2,000,000	43.7%	Soft Cost	\$167,814	3.7%
			Reserves	\$308,710	6.7%
Total	\$4,581,524	100.0%	Total	\$4,581,524	100.0%
SOURCES AND USES (Take out)					
Sources	Total	%	Uses	Total	%
HOST	\$983,456	20.4%	Land/Building	\$4,105,000	85.3%
Division of Housing	\$750,000	15.6%	Soft Cost	\$167,814	3.5%
CHFA	\$2,000,000	41.5%	Reserves	\$308,710	6.4%
ECP TOD Loan Fund	\$1,081,524	22.5%	Renovation Hard and Soft (\$233,456	4.8%
Total	\$4,814,980	100.0%	Total	\$4,814,980	100.0%

Scope of Planned Renovations

Critical	Quantity	Total Cost	Property
GFCI Outlets. Install at Sand and Sage	20	\$ 1,300	Sand & Sage
GFCI Outlets. Install at Westerner	20	\$ 1,300	Westerner
Carbon Monoxide Detectors. Install. Sand and Sage.	41	\$ 8,036	Sand & Sage
Carbon Monoxide Detectors. Install. Westerner	20	\$ 3,920	Westerner
Asbestos Removal	8	\$ 8,000	Both Motels
		\$ 22,556	
Exterior Updates	Quantity	Total Cost	Property
Building-Mounted Light Fixtures. Replace. Sand and Sage.	45	\$ 5,400	Sand & Sage
Building-Mounted Light Fixtures. Replace. Westerner.	42	\$ 5,040	Westerner
Fencing, Chain Link. Remove and Replace	115	\$ 2,358	Boundary
Unit Signage. Replace	41	\$ 2,050	Both Motels
Asphalt Shingle. Repair Allowance. Sand and Sage	11.9	\$ 3,927	Sand & Sage
Fascia, Vinyl. Repair Allowance. Sand and Sage	60	\$ 459	Sand & Sage
Gutters/Downspouts, Aluminum. Repair Allowance. Sand and Sage	60	\$ 450	Sand & Sage
Caulking and Sealing. Maintain. Sand and Sage	1	\$ 1,200	Sand & Sage
Caulking and Sealing. Maintain. Westerner	1	\$ 1,200	Westerner
Exterior Stairs. Install at Sand & Sage Units 10 & 11	1	\$ 10,500	Sand & Sage
Hung Aluminum Frame Window. Avg Cost. Replace. Sand and Sage	8	\$ 3,960	Sand & Sage
		\$ 36,544	
Updates to Already Rehabed Units	Quantity	Total Cost	Property
Dwelling Unit Entry Door, Exterior, Solid Wood/Metal Clad. Replace at Former Guest Room. Sand and Sage	6	\$ 3,600	Sand & Sage
Dwelling Unit Entry Door, Exterior, Solid Wood/Metal Clad. Replace at Former Guest Room. Westerner	2	\$ 1,200	Westerner
Dwelling Unit Interior, Hollow Core Doors. Replace at Former Guest Room. Sand and Sage	7	\$ 630	Sand & Sage
Dwelling Unit Interior, Hollow Core Doors. Replace at Former Guest Room. Westerner	6	\$ 1,200	Westerner
Dwelling Unit Bath Exhaust Fans. Replace at Former Guest Room. Sand and Sage	6	\$ 1,650	Sand & Sage
Dwelling Unit Bath Exhaust Fans. Replace at Former Guest Room. Westerner	2	\$ 550	Westerner
Plumbing Sytems. Repair in Former Guest Rooms As Needed. Sand and Sage	6	\$ 3,300	Sand & Sage
Plumbing Sytems. Repair in Former Guest Rooms As Needed. Westerner	2	\$ 1,100	Westerner
Dwelling Unit Toilets. Replace at Former Guest Room. Sand and Sage	4	\$ 1,200	Sand & Sage
Dwelling Unit Toilets/Bidets/Urinals. Replace at Former Guest Room. Westerner	2	\$ 600	Westerner
Walk-In Shower Surround. Replace at Former Guest Room. Sand & Sage	4	\$ 11,200	Sand & Sage
Walk-In Shower Surround. Replace at Former Guest Room. Westerner	2	\$ 5,600	Westerner
Electrical Sytems. Repair in Former Guest Rooms As Needed. Sand and Sage	6	\$ 2,400	Sand & Sage
Electrical Sytems. Repair in Former Guest Rooms As Needed. Westerner	2	\$ 800	Westerner
Dwelling Unit Light Fixtures. Replace at Former Guest Room. Sand and Sage	6	\$ 2,280	Sand & Sage
Dwelling Unit Light Fixtures. Replace at Former Guest Room. Westerner	2	\$ 760	Westerner
		\$ 38,070	
New Units - (Bring 6 Units Online)	Quantity	Total Cost	Property
Floor tile, ceramic. Replace at Former Guest Room. Sand and Sage	1080	\$ 15,822	Sand & Sage
Floor tile, ceramic. Replace at Former Guest Room. Westerner	1200	\$ 17,580	Westerner
Kitchen Cabinets. Install. Sand and Sage	10	\$ 13,000	Sand & Sage
Kitchen Cabinets. Install. Westerner	20	\$ 26,000	Westerner
Countertop, plastic laminates & Sink, Stainless Steel. Install As Needed. Sand and Sage	10	\$ 8,000	Sand & Sage
Countertop, plastic laminates & Sink, Stainless Steel. Install As Needed. Westerner	20	\$ 16,000	Westerner
Bathroom Vanity, Top & Sink. Replace at Former Guest Room. Sand and Sage	4	\$ 1,800	Sand & Sage
Bathroom Vanity, Top & Sink. Replace at Former Guest Room. Westerner	2	\$ 900	Westerner
Refrigerator/freezer. Replace at Former Guest Room. Sand and Sage	6	\$ 4,188	Sand & Sage
Refrigerator/freezer. Replace at Former Guest Room. Westerner	2	\$ 1,396	Westerner
Dwelling Unit. Retrofit	2	\$ 15,600	Sand & Sage
Balcony. Repair at Sand & Sage (these two units were rehabbed already, need fire escape)	1	\$ 5,000	Sand & Sage
		\$ 125,286	
Updates to Meet Accesible Standards (HC)	Quantity	Total Cost	
Exterior Ramp to Office. Install to Meet Accessibility Standards. Sand and Sage	1	\$ 5,000	
Exterior Ramp. Repair to Meet Accessibility Standards. Westerner	1	\$ 3,400	
Handicapped Parking. Restripe. Sand and Sage	3	\$ 900	
Handicapped Parking. Restripe. Westerner	1	\$ 300	
Hearing and Vision Unit. Retrofit. Westerner	1	\$ 1,400	
		\$ 11,000	

EXHIBIT B

DISBURSEMENT TERMS AND CONDITIONS

I. **Disbursement Request Procedures**

- a. Disbursements shall be processed through the Department of Housing Stability (“HOST”) and the Department of Finance (“DOF”).
- b. HOST will disburse Loan funds to the Borrower for “hard” and “soft” expenses (“Disbursement”) upon the Borrower’s written request delivered to HOST (the “Disbursement Request”). The Disbursement Request shall be in the form approved or required by HOST and DOF and may be submitted no more frequently than once every month. Disbursement Requests must be submitted by Borrower electronically to the assigned HOST staff member who will review the submission for completeness and accuracy.
- c. Prior to the first Disbursement Request, Borrower must provide to the City for review and approval, if necessary, the following items:
 - i. A completed ACH form with a voided check or deposit slip.
 - ii. A partnership agreement, operating agreement, corporate resolution, or other corporate documentation to demonstrate who has authority for the Borrower to submit Disbursement Requests.
 - iii. The affirmative marketing plan.
 - iv. The tenant selection plan.
 - v. The form lease agreement for dwelling units at the Project, which contains no prohibited provisions as described in the Loan Agreement.
- d. All Disbursements will be via ACH, unless a physical check or other method of disbursement is requested.
- e. Disbursements involving federal funds must have satisfied all environmental review requirements under 24 C.F.R. Part 58.
- f. The Borrower may not make a Disbursement Request until such funds are needed to pay costs of the Project. The amount of each Disbursement Request must be limited to the amount needed to pay costs actually incurred by the Borrower at the time of the Disbursement Request. The Disbursement Request may not include items previously submitted to and reimbursed by other lenders, amounts for prospective or future needs, funds to be placed into escrow accounts, or advances in lump sums to the Borrower.
- g. Each Disbursement Request must be accompanied by documentation acceptable to HOST and DOF that evidence payments for which a disbursement request has been made. HOST and DOF will review documentation for incurred costs that match the Disbursement Request. Documentation to be submitted with a Disbursement Request shall include, but not be limited to:

EXHIBIT B

- i. A completed HOST expense certification form.
 - ii. For hard cost draws, a completed standard AIA Form G702 and Form G703 certified by the architect and signed and notarized by the general contractor. If the Disbursement Request includes costs for minor construction not shown on the G702 and G703, the scope of work and contractor invoices must be submitted.
 - iii. Invoices and other evidence satisfactory to HOST and DOF for “hard” or direct costs provided to the Project with respect to the Disbursement Request. All invoices must show the Project name and address.
 - iv. Invoices and other evidence satisfactory to the City for “soft” or indirect costs provided to the Project with respect to the Disbursement Requests. All invoices must show the Project name and address.
 - v. Evidence satisfactory to HOST and DOF to demonstrate proof of payment of any cost or expense contained on a Disbursement Request. Evidence of proof of payment may include, but not be limited to: cancelled checks; copies of checks; documentation of cost or expense in a general ledger; credit or debit card statements; final signed settlement statements, wire transfer records, or bank statements.
 - vi. An updated itemized budget.
 - vii. Updated certificates of insurance at least 30 days prior to expiration.
 - viii. Project update summarizing construction progress, delays, timeframe to completion, and if remaining funding is sufficient to finish the project.
 - ix. Lien waivers from all applicable contractors, subcontractors, and suppliers.
 - x. Updated title policy with date down endorsement or copy of date down endorsement for senior lender dated within 15 days of draw request.
 - xi. Copy of construction inspection report (if available)
 - xii. For loan agreements receiving federal funding and to which the Davis-Bacon Act applies, Borrower must be current in submissions of all paperwork and documentation requested by the City to demonstrate compliance with the requirements of the Davis-Bacon Act.
 - xiii. For Disbursement Requests being funded at loan closing, the following items will be required: a) Preliminary closing statement; b) wire instructions on bank letterhead including date wire is required; and c) final settlement statement and recorded documents after closing.
- h. The Borrower must cooperate with HOST in obtaining or providing any additional documentation that may be required by HOST, DOF, or any other agency of the City.
 - i. The City will retain the first \$10,000.00 of Disbursements for the purposes of the Compliance Retainer as set forth in the Loan Agreement. The \$10,000.00 that is retained pursuant to this provision will be released under the terms described in Section II.

EXHIBIT B

- j. The City will disburse to the Borrower 90% of hard expenses for each Disbursement and all of the soft expenses. The retained 10% of hard expense (the “Retainage”) shall be disbursed as all or part of the final Disbursement under the terms described in Section II.
- k. At all times during the construction of the Project, the City shall have the right, but not the obligation, to enter and inspect all work done, and all materials, equipment, and other matters relating to the Project.
- l. HOST reserves the right, in its sole and absolute discretion, to revise or modify the processes, procedures, and requirements related to the disbursement procedures. HOST will notify Borrower of any such changes to the disbursement procedures.
- m. The City will not make any Disbursements of Loan proceeds to the Borrower for costs or expenses that:
 - i. Are prohibited by Federal or City regulations related to the funding source.
 - ii. Are not requested or otherwise not in accordance with Loan Agreement or the procedures for a Disbursement Request set forth herein.
 - iii. Were requested or incurred, or both, after the termination of the Loan Agreement or outside the time periods set forth in the Loan Agreement.
 - iv. Were requested during the occurrence and continuation of an event of default specified in the Loan Agreement.

II. **Disbursement of Compliance Retainer and Retainage**

- a. *Compliance Retainer.* For the City to release the Compliance Retainer, a Disbursement Request must be submitted along with the following information:
 - i. A completed HOST expense certification form.
 - ii. For loans funded with federal funds, an Integrated Disbursement and Information System (“IDIS”) set up form. The City must review and approve any completed IDIS set up form for any federally funded loan agreement.
 - iii. All documents or items required to be submitted to the City pursuant to the Loan Agreement not previously provided.
 - iv. A certificate of occupancy or a temporary certificate of occupancy.
 - v. Updated certificates of insurance at least 30 days prior to expiration
 - vi. Updated title policy with date down endorsement or copy of date down endorsement for senior lender dated within 15 days of draw request.
 - vii. The Project must pass a Housing Quality Standards (“HQS”) inspection performed by the City. In the event the City cannot perform the inspection, the Borrower will provide a signed authorization providing the City with the right to inspect the Project and a sample of the fully constructed dwelling units in the future.

EXHIBIT B

- viii. Lease-up information on the City Units or HOME Units, as applicable. The information must include number of bedrooms in the unit, household size, tenant household incomes, date of income certification, tenant paid portion of rent, total lease rent, voucher amounts, voucher type (project based or tenant based), utility allowance amount, lease start and end dates, and demographic data. HOST will review this information to confirm the Project's lease-up is in compliance with the affordability restrictions contained in the Loan Agreement and Rental & Occupancy Covenant.

- b. *Retainage*. For the City to release the Retainage, a Disbursement Request must be submitted along with the following information:
 - i. A completed HOST expense certification form.
 - ii. Final lien waivers or proof of release of liens in form and substance satisfactory to the City from all applicable contractors, subcontractors, and suppliers, as applicable.
 - iii. A copy of the completed AIA G704 Form for the senior lender, signed by the architect, general contractor, and Borrower that shows -\$0.00- as the cost estimate of work that is incomplete or defective.
 - iv. A copy of the completed AIA G706 Form for the senior lender, signed by the general contractor and notarized, verifying that all debts and claims have been settled.
 - v. A copy of the completed AIA G706A Form for the senior lender, signed by the general contractor and notarized, stating that all releases or waivers of liens have been received.
 - vi. All documents or items required to be submitted to the City pursuant to the Loan Agreement not previously provided.
 - vii. A certificate of occupancy or a temporary certificate of occupancy.
 - viii. Updated certificates of insurance at least 30 days prior to expiration
 - ix. Updated title policy with date down endorsement or copy of date down endorsement for senior lender dated within 15 days of draw request.
 - x. The Project must also pass a Housing Quality Standards ("HQS") inspection performed by the City. In the event the City cannot perform the inspection, the Borrower will provide a signed authorization providing the City with the right to inspect the Project and a sample of the fully constructed dwelling units in the future.
 - xi. Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA") Determination, as applicable.
 - xii. Final approved OPMR, as applicable.
 - xiii. Environmental mitigation memorandum of understanding, as applicable.
 - xiv. Any other documents required by HOST.

III. **Conditions Precedent to All Disbursements**

- a. The making of each Disbursement shall be subject to the satisfaction of each of the following additional conditions precedent, and a waiver of any condition to any Disbursement shall not constitute a waiver as to any subsequent

EXHIBIT B

Disbursement. The City may, in its sole discretion, withhold all or a portion of a Disbursement if any of the following conditions have not been satisfied or if the Borrower has not submitted the required documentation and information required by the Loan Agreement, including the documentation and information required by these terms and conditions.

- i. *No Default.* The Borrower must be in full compliance with, and must not be in default under the Promissory Note, the Deed of Trust, or the Covenant or any other document executed by the Borrower in connection with the Loan.
- ii. *Time to Complete the Project.* In the sole opinion of the City, there must be sufficient time remaining to complete the construction of the Project in accordance with Exhibit A, and in conformance with federal regulations and requirements for federally funded loans.
- iii. *Sufficient Funds Available to Complete the Project.* If requested by the City, the Borrower shall furnish evidence satisfactory to the City, in its sole discretion, that the amount of the Loan yet to be disbursed, together with any other sources of funds available to the Borrower and not yet disbursed, will be sufficient to complete the Project in compliance with the Loan Agreement and to pay all costs therefore, and all other direct or indirect costs relating to the Loan and the Project.
- iv. *Lien waivers.* If requested by the City, the Borrower shall furnish data in a form satisfactory to the City with respect to prior Disbursements and expenditures relating to the Project, and shall furnish lien waivers from the contractor and all subcontractors for work done and materials supplied to the Project to the date of the Disbursement Request.
- v. *Use of Funds.* Subject to the terms of the Loan Agreement, the Borrower shall use the proceeds of the Loan exclusively for the costs of the Project.
- vi. *Compliance with Federal Requirements.* As applicable, Borrower must be compliant with all federal requirements, including, but not limited to, compliance with the Davis-Bacon Act and Section 3 of the Housing and Urban Development Act of 1968, and all reporting obligations under any such federal requirements.
- vii. *Pass-Through Loans.* If the Loan Agreement is structured as a “pass-through” loan, Borrower must demonstrate that Borrower has the authority to submit disbursement requests on behalf of the Project owner, which may be done by providing HOST with an operating agreement or partnership agreement establishing such authority. A “pass-through” loan is defined as a loan made by the City to the Borrower where Loan proceeds will be granted or loaned by the Borrower to the developer or owner of the Project for construction and development costs.

IV. Financial Management Systems

The Borrower must maintain financial systems that meet the following standards:

EXHIBIT B

- a. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.
- b. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- c. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
- d. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- e. For contracts subject to Federal Agreements, applicable 2 C.F.R. Part 200 cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- f. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Borrower will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- g. For contracts subject to Federal Agreements, the Borrower shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. Part 200.
- h. The Borrower must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- i. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- j. The Borrower shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

V. Audit Requirements

EXHIBIT B

- a. For contracts subject to Federal Agreements, if the Borrower expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Borrower's fiscal year, the Borrower shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the 2 C.F.R. Part 200.
- b. A copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
- c. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the 2 C.F.R. Part 200. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the 2 C.F.R. Part 200, as set forth in 2 C.F.R. 200.511(c) for each applicable management letter matter.
- d. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
- e. The Borrower will be responsible for all Questioned and Disallowed Costs.
- f. The Borrower may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Borrower shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

VI. Procurement

- a. The Borrower shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
- b. The Borrower will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following: rationale for the method of procurement, selection of contract type, Borrower selection or rejection, and the basis for the contract price.
- c. If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the

EXHIBIT B

supplies are not needed for any other federally sponsored programs or projects the Borrower will compensate the awarding agency for its share.

VII. Bonding

- a. HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200.304(b), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.
- b. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

VIII. Collection of amounts due

- a. Any funds paid to a Borrower in excess of the amount to which the Borrower is finally determined to be entitled under the terms of the award constitute a debt to the Federal Government and/or the City. If not paid within a reasonable period after demand, HOST may: 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Borrower, or 3) Pursue other action permitted by law.

Exhibit C

OMB Approved No.:1505-0271

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.