

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a home rule municipal corporation of the State of Colorado ("City" or "Lessor"), and Denver Health and Hospital Authority, a body corporate and political subdivision of the State of Colorado, whose address is 777 Bannock Street, Denver, Colorado 80204 ("DHHA" or "Lessee").

WITNESSETH:

WHEREAS, the City is the owner of certain property located at 405 S. Platte River Drive, Denver, Colorado (the "Property"); and

WHEREAS, Denver Human Services ("DHS"), Denver Police Department ("DPD") and DHHA collaborate in providing support and services to citizens in the Denver area, including but not limited to child protection, adult protection, child abuse and neglect assessments and investigations, medical evaluations, consultation services, medical passport services, and training; and

WHEREAS, the City and DHHA are parties to that certain Agreement dated January 1, 2019, as amended, having Contract No. SOCSV-201952791, pursuant to which DHHA is to provide certain child abuse and neglect medical evaluations for the City's Child Welfare Division ("Service Contract");

WHEREAS, to perform its services under the Service Contract, the City desires to lease certain premises at the Property to DHHA and DHHA desires to lease from the City certain premises at the Property.

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

1. **LEASED PREMISES**: Subject to the terms of this Lease, the City agrees to lease, demise, and let unto Lessee and the Lessee does hereby lease from the City a portion of the premises located at 405 S. Platte River Drive, Denver, Colorado 80223, as more particularly described and depicted on **Exhibit A**, attached and incorporated by this reference, containing building space of approximately 2,906 square feet (the "Leased Premises"). **Exhibit A** may be modified upon the written authorization of the City's Director of Real Estate (the "Director") to correct minor, technical errors. In addition to the Leased Premises, the Lessee, together with

DHS and DPD, shall have shared access and use to certain building space and amenities, as depicted on **Exhibit B**, attached and incorporated by this reference, consisting of approximately 7,490 square feet (“Shared Premises”), Leased Premises and Shared Premises sometimes collectively referred to herein as “Premises”. Included with the Leased Premises and Shared Premises are office furnishings available for use by the Lessee.

2. **TERM**: The term of this Lease shall begin on February 25, 2020 and it shall terminate five (5) years thereafter (the “Term”) unless earlier terminated pursuant to the terms herein; *provided, however*, in the event the Service Contract expires or is terminated before the Term hereunder, then this Lease shall also terminate thirty (30) days after such date the Service Contract expires or terminates, it being the intent of the Parties that this Lease and the Service Contract shall be coterminous.

3. **RENT**: The Lessee shall pay to the City as rent for the Leased Premises the sum of Ten Dollars (\$10.00) each year of the Term for the total sum of Fifty Dollars (\$50.00), payable the first day of each year of the Term.

4. **USE**: The Leased Premises may be used and occupied by Lessee solely for child abuse and neglect medical evaluations for the City’s Child Welfare Division pursuant to the Service Contract, unless the Director agrees to another use. The Lessee shall not commit or suffer to be committed any waste or damage upon the Premises or any nuisance to be created or maintained on the Premises. The Lessee shall also keep the Leased Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees and visitors.

5. **COMPLIANCE WITH LAWS**: The Lessee shall use the Leased Premises in accordance with this Lease and, to the extent applicable, in full compliance with all applicable laws, rules and regulations, including but not limited to laws regarding patient privacy, including those adopted pursuant to Health Insurance Portability and Accountability Act of 1996, as amended from time to time. Lessee shall use the Premises in a careful, safe, and proper manner, and shall not use or permit the Premises to be used for any purpose in violation of the laws of the United States of America, the State of Colorado, or the Charter, ordinances or Executive Orders of the City and County of Denver.

6. **“AS IS” CONDITION**: The Leased Premises are accepted by Lessee 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.

7. **QUIET ENJOYMENT:** Lessee shall and may peacefully have, hold and enjoy the Leased Premises, subject to the terms of this Lease, provided that Lessee performs all of Lessee's covenants and agreements set forth in this Lease.

8. **ENTRY BY CITY:** Lessee shall permit representatives of the City to enter into and upon the Leased Premises after receiving reasonable prior notice from the City to inspect the same, except in the case of emergencies, in which case the City may enter into and upon the Leased Premises without notice, and Lessee shall not be entitled to any abatement or reduction of Rent by reason thereof. City shall not cause unreasonable interference in the normal course of Lessee's business and Lessee or an authorized employee or agent shall have the right to accompany the City during its inspections.

9. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the termination of this Lease, Lessee shall deliver the Leased Premises, to the City in good condition, ordinary wear and tear excepted and shall not remove any of the office furnishings provided by the City in the Leased Premises and Shared Premises during the Term of this Lease. Any equipment installed in the Leased Premises by Lessee shall be removed by Lessee and Lessee shall repair any damage to the Leased Premises caused by such removal.

10. **EQUIPMENT; TENANT IMPROVEMENTS:** Unless otherwise expressly agreed to in writing, Lessee shall not install any fixtures and equipment or make any improvements to the Leased Premises during the term of this Lease without first obtaining the written consent from the Director (or Director's designee), which consent shall be within the City's sole discretion. Lessee shall indemnify and hold the City harmless against any liability, loss, damage costs or expenses, including attorneys' fees, on account of any claims of any nature whatsoever, 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 persons claiming under Lessee.

11. **OPERATING EXPENSES; MAINTENANCE AND REPAIRS:** The City shall be responsible for all utilities, operations and maintenance costs, including but not limited to

water, gas, sewer, heat, light, power, janitorial, telephone service, lawn and ground care, maintenance of mechanical systems, security systems, structural repairs and maintenance, and the building exterior, including the parking lot.

The City shall furnish or cause to be furnished for the Leased Premises the following services:

- A. Heating, air conditioning and ventilation;
- B. Water and sewer service sufficient for drinking, lavatory, toilet and ordinary cleaning purposes;
- C. Electricity and electrical facilities at standard outlets with sufficient power to operate the dispatch center;
- D. Telephone outlets;
- E. Customary common area maintenance and janitorial services;
- F. Removal of ice, snow and debris in the common areas and the parking lot at the Leased Premises;
- G. Operation, maintenance, and repair of the communications center, including the Leased Premises, to include mechanical, plumbing, and electrical services necessary for the proper operation of the communications center, provided that:
 - (i) If all or part of such systems or facilities are destroyed, damaged or impaired, City shall have a reasonable time in which to complete necessary repair or replacement, and during that time shall be required only to maintain such services as are reasonably possible in the circumstances;
 - (ii) City may temporarily discontinue such services or any of them at such times as may be necessary due to unforeseen causes (except due to lack of funds) beyond the reasonable control of City; and
 - (iii) City shall use reasonable diligence in carrying out its obligations under this paragraph.

No reduction or discontinuance of such services as permitted by this Lease shall be construed as an eviction of the Lessee or release the Lessee from any obligation under this Lease as long as City evidences in writing that it is exercising reasonable diligence in carrying out its obligations hereunder.

- 12. **INDEMNITY**: To the extent permitted by Colorado law, the Lessee shall be

responsible for and agrees to defend, the City, its officers, agents and employees from any and all losses, damages, claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including without limitation Workers' Compensation claims, of or by anyone whomsoever, that the City may sustain or on account of injuries to the person or property of the City, its agents or employees or to injuries or death of any other person rightfully on the Leased Premises for any purpose whatsoever, where the injuries are caused by the negligence or misconduct of the Lessee, the Lessee's agents, employees, subtenants, assignees, or of any other person entering upon the Leased Premises under express or implied invitation of the Lessee or where such injuries are the result of the violation of the provisions of this Lease by any of such persons. This provision shall survive the expiration or earlier termination of this Lease. Lessee need not, however, be responsible for or defend the City, its officers, agents and employees from damages resulting from the intentionally tortious acts or negligence of the City's officers, agents and employees.

13. **LOSS OR DAMAGE**: The City shall not be liable or responsible to Lessee for any loss or damage to any property or person occasioned by theft or fire, natural disasters, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of any governmental entity other than the City. In the event of a fire or other casualty in or to the Leased Premises, Lessee shall immediately give notice thereof to City.

14. **HAZARDOUS SUBSTANCES**: Lessee shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by Lessee, Lessee's agents, employees, 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, Lessee shall indemnify and hold harmless the City from 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 Lease Term and arising as a result of those actions or inactions by Lessee. This indemnification 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 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. In the event Lessee's use of the Leased Premises or Shared Premises generates any medical waste products, Lessee shall be responsible, as its sole cost and expense, for the safe storage and the safe and timely removal from the Leased Premises or Shared Premises and the appropriate disposal of all medical waste products generated as a result of Lessee's use of the Leased Premises or Shared Premises, and compliance with all laws applicable thereto.

15. **HOLDING OVER:** If after the expiration of the term of this Lease, Lessee shall remain in possession of the Leased Premises or any part thereof, and continue to pay rent, 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 period of Lessee's occupancy, and Ten Dollars (\$10.00) per year or any portion thereof shall be due and payable in advance on the first day of January. Such holding over may be terminated by City or Lessee upon ten (10) days' notice. In the event that Lessee fails to surrender the Leased Premises upon termination or expiration of this Lease, or such month-to-month tenancy, then Lessee shall indemnify City against loss or liability resulting from any delay of Lessee in not surrendering the Leased Premises.

16. **REMEDIES UPON BREACH:** If this Lease is breached by Lessee, the City may have any one or more of the following described remedies, in addition to all of the rights and remedies provided at law or in equity:

- (a) The City may terminate this Lease and forthwith repossess the Leased Premises

and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including reasonable attorneys' fees; (ii) damages for the wrongful withholding of the Leased Premises by Lessee; and (iii) any other sum of money in damages owed by Lessee to City as a result of its use and occupancy of the Leased Premises.

(b) Before exercising any remedy or right herein or in law or equity, the City shall supply written notice of such default to the Lessee and provide fifteen (15) days from the date of such notice to cure the noted default.

17. **INSURANCE:**

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

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

(3) **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

(4) **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

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

(6) **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the

City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

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

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

(9) Property Insurance: Lessee shall maintain All-Risk Form Property Insurance on a replacement cost basis for personal property, improvements and betterments. If leased property is located in a flood or quake zone (including land subsidence), flood or quake insurance shall be provided separately or in the property policy. Business Interruption coverage shall be included with limits not less than the payments due to the City under the term of the agreement. The City and County of Denver shall be named Loss Payee as its interest may appear. The City and County of Denver shall maintain All-Risk Form Property Insurance coverage for the facility.

(10) Additional Provisions:

- (a) For Commercial General Liability, the policy must provide the following:
- (i) That this Agreement is an Insured Contract under the policy;
 - (ii) Defense costs are outside the limits of liability;
 - (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
 - (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.
- (b) For claims-made coverage:
- (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

18. **PAYMENT OF CITY MINIMUM WAGE**: Lessee shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, Lessee expressly acknowledges that Lessee is aware of the requirements of the City's Minimum Wage Ordinance and that any failure by Lessee, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

19. **NONDISCRIMINATION**: In connection with Lessee's performance pursuant to this Lease, Lessee agrees 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, sexual orientation, gender identity or gender expression marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all contracts hereunder for work on the Leased Premises.

20. **VENUE, GOVERNING LAW**: This Lease shall be construed and enforced in accordance with the laws of the State of Colorado and 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 State District Court in and for the City and County of Denver, Colorado.

21. **ASSIGNMENT AND RIGHT TO SUBLEASE**: The Lessee shall not assign or transfer its rights under this Lease, or sublet the Leased Premises without first obtaining the written consent of the Director, whose consent will not be unreasonably withheld.

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 involving matters directly related to this Lease.

23. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties with the same

in the Lease 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 of 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 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 or because of its or their execution, approval or attempted execution of this Lease.

31. **CONFLICT OF INTEREST BY CITY OFFICER**: 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 interested 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**: All obligations of the City under and pursuant to this Agreement are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Agreement and paid into the Treasury of the City.

33. **AUTHORITY TO EXECUTE**: Lessee represents that the persons who have affixed their signatures to this Lease have all necessary and sufficient authority to bind Lessee. 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 required by law.

34. **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, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

35. **CITY'S EXECUTION OF LEASE**: 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.

36. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** 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.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: FINAN-202053316-00
Contractor Name: DENVER HEALTH AND HOSPITAL AUTHORITY

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

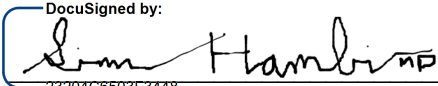
By:

By:

By:

Contract Control Number:
Contractor Name:


FINAN-202053316-00
DENVER HEALTH AND HOSPITAL AUTHORITY

By: 
23204C6503F3448...

Name: Simon Hambidge
(please print)

Title: Chief Ambulatory Officer
(please print)

ATTEST: [if required]

By: 
23204C6503F3448...

Name: Simon Hambidge
(please print)

Title: Chief Ambulatory Officer
(please print)

EXHIBIT A

Leased Premises – 405 S. Platte River Drive, Denver, CO 80223

The area shaded yellow below dictates the leased premises for DHHA. The leased premises shown below consists of approximately 2,906 square feet. This space is on Level 1.

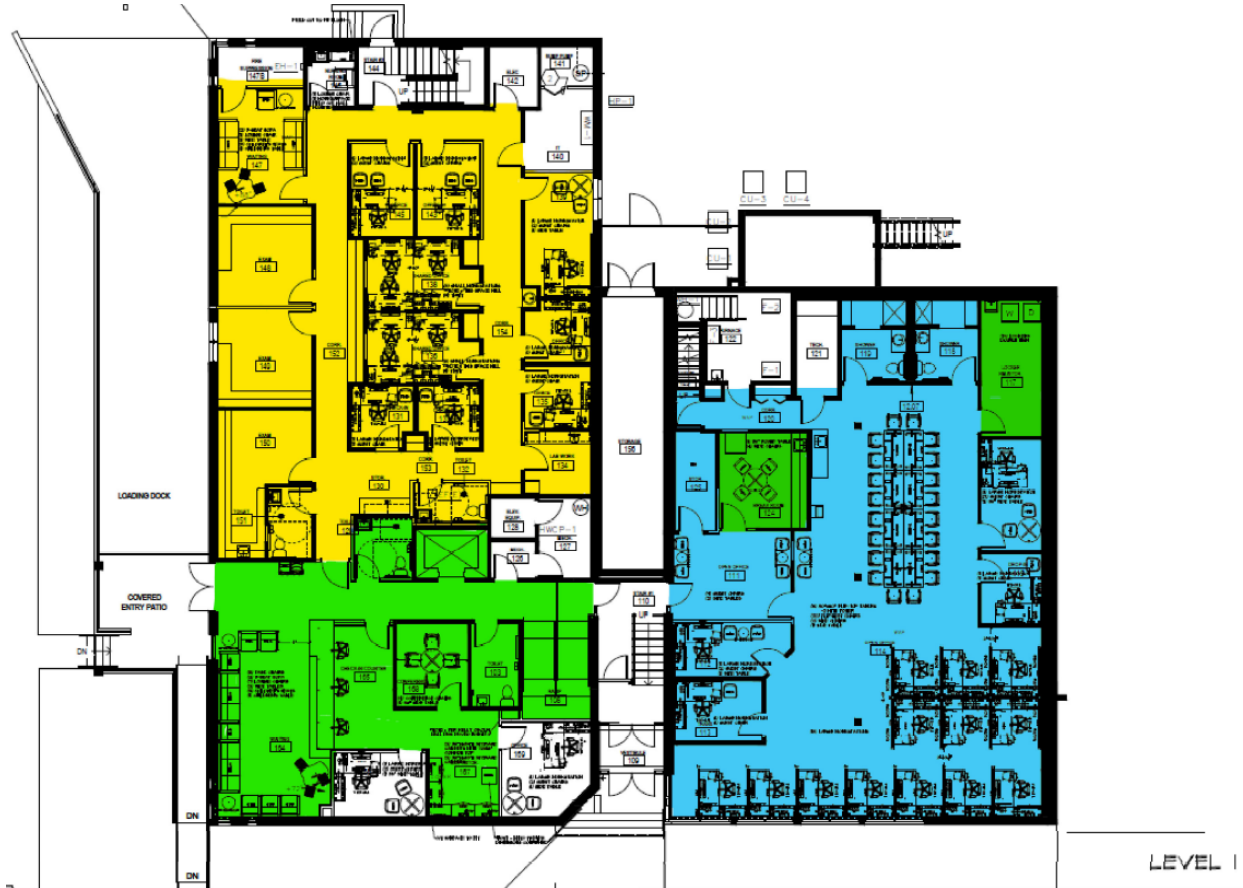


EXHIBIT B

Leased and Shared Premises

Areas shaded yellow dictate the leased premises for DHHA.

Areas shaded blue is the premises for DPD.

Areas shaded reddish-orange is the premises for DHS.

Areas shaded green are shared areas for DHHA, DPD and DHS.

Office areas not shaded are for use by CCD.

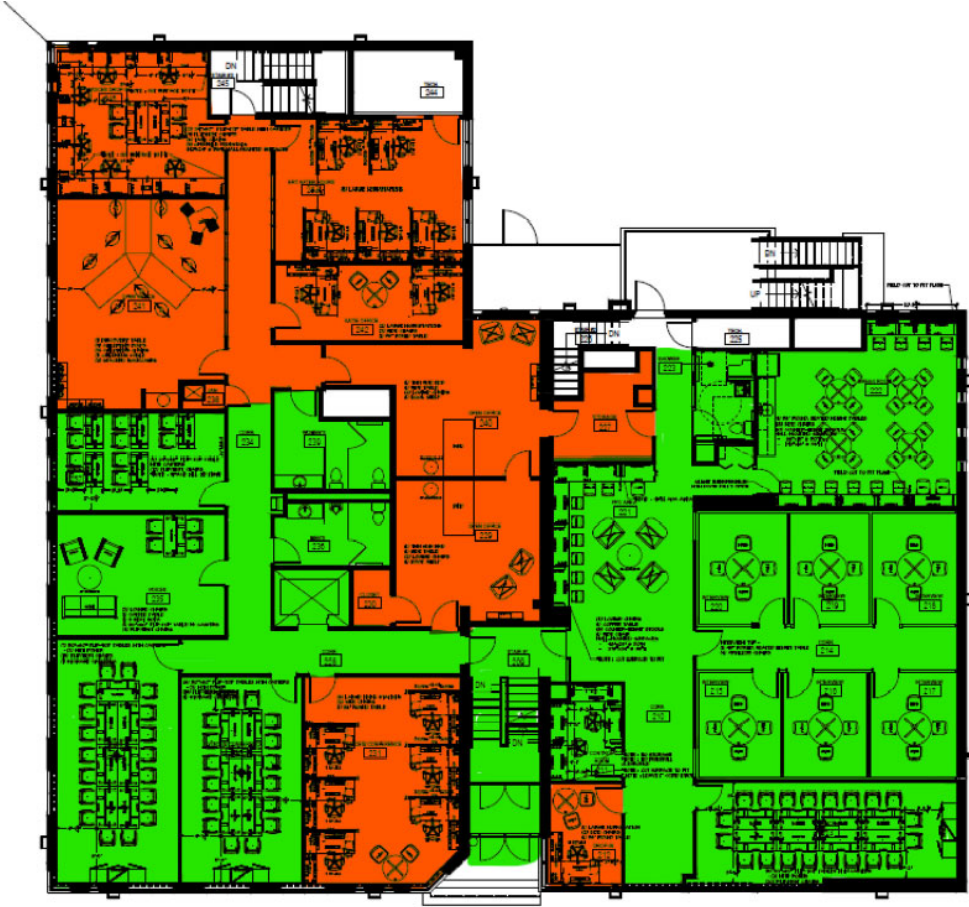
Common areas not highlighted including access to leased premises is also shared by all Parties to this agreement.

Total SQFT	
DHHA	2,906
DPD	2,495
DHS	11,873
Shared	7,490
CCD	144
CCD	107

LEVEL 1



LEVEL 2



LEVEL 2

LEVEL 3



LEVEL 3

EXHIBIT C

Certificates of Insurance

(See next three pages)



EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

1/23/2020

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

PRODUCER NAME, CONTACT PERSON AND ADDRESS Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way Suite 700 Centennial, CO 80111	PHONE (A/C, No, Ext): 303 889 2628	COMPANY NAME AND ADDRESS American Guarantee and Liability Ins Co 1400 American Lane Schaumburg, IL 60196-5452	NAIC NO: 26247
FAX (A/C, No): 720 200 5103	E-MAIL ADDRESS: Robin_Robbins@ajg.com	IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH	
CODE: AGENCY CUSTOMER ID #:	SUB CODE:	POLICY TYPE	
NAMED INSURED AND ADDRESS Denver Health & Hospital Authority 601 Broadway, 9th Floor Denver, CO 80203		LOAN NUMBER	POLICY NUMBER ZMD0755063801
ADDITIONAL NAMED INSURED(S)		EFFECTIVE DATE 01/01/2020	EXPIRATION DATE 01/01/2021
		<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED	
		THIS REPLACES PRIOR EVIDENCE DATED:	

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) BUILDING OR BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION

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 EVIDENCE OF PROPERTY INSURANCE 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.

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: \$ 750,000,000	DED: 50,000				
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">YES</th> <th style="width: 10%;">NO</th> <th style="width: 10%;">N/A</th> <th style="width: 70%;"></th> </tr> </table>	YES	NO	N/A	
YES	NO	N/A			
<input checked="" type="checkbox"/> BUSINESS INCOME <input type="checkbox"/> RENTAL VALUE	X		If YES, LIMIT: 620,722,000 Actual Loss Sustained; # of months:		
BLANKET COVERAGE	X		If YES, indicate value(s) reported on property identified above: \$		
TERRORISM COVERAGE		X	Attach Disclosure Notice / DEC		
IS THERE A TERRORISM-SPECIFIC EXCLUSION?	X				
IS DOMESTIC TERRORISM EXCLUDED?	X				
LIMITED FUNGUS COVERAGE	X		If YES, LIMIT: DED:		
FUNGUS EXCLUSION (If "YES", specify organization's form used)	X				
REPLACEMENT COST	X				
AGREED VALUE	X				
COINSURANCE		X	If YES, %		
EQUIPMENT BREAKDOWN (If Applicable)	X		If YES, LIMIT: DED:		
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X		If YES, LIMIT: DED:		
- Demolition Costs	X		If YES, LIMIT: DED:		
- Incr. Cost of Construction	X		If YES, LIMIT: DED:		
EARTH MOVEMENT (If Applicable)	X		If YES, LIMIT: 100,000,000 DED: 50,000		
FLOOD (If Applicable)	X		If YES, LIMIT: 100,000,000 DED: 50,000		
WIND / HAIL INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X	If YES, LIMIT: DED:		
NAMED STORM INCL <input type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions:		X	If YES, LIMIT: DED:		
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS		X			

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

<input type="checkbox"/>	CONTRACT OF SALE	<input type="checkbox"/>	LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/>	LOSS PAYEE	LENDER SERVICING AGENT NAME AND ADDRESS
<input type="checkbox"/>	MORTGAGEE					
NAME AND ADDRESS City and County of Denver Denver Department of Human Services 1200 Federal Boulevard Denver, CO 80204						AUTHORIZED REPRESENTATIVE

© 2003-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, Inc.		NAMED INSURED Denver Health & Hospital Authority 601 Broadway, 9th Floor Denver, CO 80203	
POLICY NUMBER ZMD0755063801		EFFECTIVE DATE: 01/01/2020	
CARRIER American Guarantee and Liability Ins Co	NAIC CODE 26247		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

Boiler and Machinery included within the limits above.
 Certificate holder is included as Loss Payee on Property coverage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 6300 South Syracuse Way Suite 700 Centennial CO 80111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="padding: 2px;">CONTACT NAME: Deb McComic</td> </tr> <tr> <td style="padding: 2px;">PHONE (A/C, No, Ext): 303-889-2626</td> <td style="padding: 2px;">FAX (A/C, No): 303-773-9776</td> </tr> <tr> <td colspan="2" style="padding: 2px;">E-MAIL ADDRESS: Deb_McComic@ajg.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="text-align: center; padding: 2px;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; padding: 2px;">NAIC #</th> </tr> <tr> <td style="padding: 2px;">INSURER A : Safety National Casualty Corporation</td> <td style="text-align: center; padding: 2px;">15105</td> </tr> <tr> <td style="padding: 2px;">INSURER B : Lloyd's Syndicate 2623</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER C :</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER D :</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER E :</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">INSURER F :</td> <td style="padding: 2px;"></td> </tr> </table>	CONTACT NAME: Deb McComic		PHONE (A/C, No, Ext): 303-889-2626	FAX (A/C, No): 303-773-9776	E-MAIL ADDRESS: Deb_McComic@ajg.com		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Safety National Casualty Corporation	15105	INSURER B : Lloyd's Syndicate 2623		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
CONTACT NAME: Deb McComic																					
PHONE (A/C, No, Ext): 303-889-2626	FAX (A/C, No): 303-773-9776																				
E-MAIL ADDRESS: Deb_McComic@ajg.com																					
INSURER(S) AFFORDING COVERAGE	NAIC #																				
INSURER A : Safety National Casualty Corporation	15105																				
INSURER B : Lloyd's Syndicate 2623																					
INSURER C :																					
INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Denver Health And Hospital Authority, ET AL 601 Broadway, 9th Floor Denver, CO 80203																					

COVERAGES **CERTIFICATE NUMBER:** 1159721611 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PH2007756	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Retention \$ 250,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA 6675513	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Retention \$ 150,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PH2007755	1/1/2020	1/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4059744	1/1/2019	1/1/2021	<input checked="" type="checkbox"/> PER STATUTE <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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The above Workers Compensation policy includes Excess Only \$600,000 SIR.
 As required by written contract, The City and County of Denver, its elected and appointed officials, employees and volunteers are named as additional insured with regards to the Commercial General Liability policy, per policy form, and Auto Liability policy, per form SNCA 026 10 13 pursuant to and subject to the policy's terms, definitions, conditions, and exclusions. Sexual Abuse and Molestation is included, but limited per policy wording.

CERTIFICATE HOLDER City and County of Denver Denver Department of Human Services 1200 Federal Boulevard Denver CO 80204 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
-------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------