

SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE SALVATION ARMY**, a California nonprofit whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275 (the “Contractor”), individually a “Party” and jointly the “Parties.”

WHEREAS, the City previously leased certain real property known as the Rodeway Inn & Suites located at 4765 N. Federal Blvd., Denver, Colorado 80211 with a lease ending September 30, 2023; and

WHEREAS, the City currently leases certain real property known as the Best Western located at 4595 Quebec Street, Denver, CO 80216 (“Premises”); and

WHEREAS, the Parties agree that the Contractor will move its services from the Rodeway Inn & Suites to the Best Western on September 11, 2023 and fully wrap up all services at the Rodeway Inn & Suites on September 30, 2023.

WHEREAS, The Parties wish to amend the Agreement to Amend Exhibits A,C and D, extend the Term, increase the Maximum Contract Amount and to make such other Amendments as are herein set forth.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A, and A-1...” in the existing Agreement shall be amended to read: “...Exhibit A, A-1, and A-2...” as applicable. **Exhibit A-2** the Scope of Work is attached and will control from and after the date of execution.

2. All references to “...Exhibit C, and C-1...” in the existing Agreement shall be amended to read: “...Exhibit C, C-1, and C-2...” as applicable. **Exhibit C-2** the Description of Premises is attached and will control from and after the date of execution.

3. All references to “...Exhibit D, and D-1...” in the existing Agreement shall be amended to read: “...Exhibit D, D-1, and D-2...” as applicable. **Exhibit D-2** Terms of Occupancy and Use of Premises is attached and will control from and after the date of execution.

4. Section 3 of the Agreement entitled **TERM** is amended to read as follows:

“3. **TERM**: This Agreement will commence on February 1, 2022, and will expire, unless sooner terminated, on December 31, 2024 (the "Term").

5. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**” is hereby deleted in its entirety and replaced with:

“4. **COMPENSATION AND PAYMENT:**

4.4 Maximum Contract Amount

4.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Nine Million One Hundred Sixty-Six Thousand Dollars (\$9,166,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A, A-1 and A-2**. Any services performed beyond those in **Exhibits A, A-1 and A-2** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

6. Section 5 of the Agreement entitled **LICENSE** is amended to read as follows:

“5. **LICENSE**: During the Term of this Agreement, for the sole purpose of performing the services described herein, the City hereby grants to the Contractor, its agents and invitees, a revocable license for the occupancy and use of that certain portion of City-leased real property located at 4765 N. Federal Blvd., Denver, Colorado 80211 as further described and set forth in **Exhibit C**, attached and incorporated by this reference. The Contractor shall occupy and use the property pursuant to the terms and conditions set forth in **Exhibit D** for the sole purpose of performing its services under this Agreement until September 30, 2023. After September 30, 2023 the Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises within thirty (30) days from such date of expiration or date of earlier termination.

Beginning on September 11, 2023 the City also hereby grants to the Contractor, its agents and invitees, a revocable license for the occupancy and use of that certain portion of City-leased real property located at the 4595 Quebec Street, Denver, CO 80216 as further described and set forth in Exhibit C-1, attached and incorporated by this reference. The Contractor shall Occupy and use the Premises pursuant to the terms and conditions set forth in Exhibit D-1 for the sole purpose of performing its services under this agreement. Upon expiration or earlier termination of the Term, the Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises

within thirty (30) days from such date of expiration or date of earlier termination.”

7. Section 23 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety.

8. As herein amended, the Agreement is affirmed and ratified in each and every particular.

9. This Second Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: HOST-202369411-02/ HOST 202261825-00
Contractor Name: THE SALVATION ARMY

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-202369411-02/ HOST 202261825-00
THE SALVATION ARMY

By:  _____

Name: Richard Pease, Major
(please print)

Title: Divisional Secretary for Business
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

THE SALVATION ARMY

HOST-202369411-02

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2023 – December 31, 2024

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) amendment to add funding in the amount of \$3,666,000.00 to The Salvation Army (TSA) for a total contract amount of \$9,166,000.00. Funding is to be utilized for the purpose of providing all the required management and oversight of operations during the closure of Non-Congregate Shelter (NCS) at the Rodeway Inn & Suites (Rodeway Inn) located at 4765 Federal Boulevard, Denver, Colorado and NCS operations and supportive services at Best Western at 4595 Quebec Street, Denver, CO 80216 for persons experiencing homelessness. This includes the ability to serve all diverse populations including but not limited to men, women, young adults 18-years-old through 24-years-old, individuals who identify, express, and present as transgender, non-binary or gender non-conforming.

Funding Source:	Homelessness Resolution Fund & General Funds
Project Name:	Shelter Operations & Program
Budget Type:	Focused Cost Reimbursement
Contractor Address:	30840 Hawthorne Blvd., Rancho Palos Verdes, CA 90275
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

- A. TSA will provide full operations and programming of Rodeway Inn through September 31, 2023. TSA will transition shelter operations from Rodeway Inn to Best Western beginning in September 2023. TSA will provide full operations and programming of Best Western from September 11, 2023, to December 31, 2024.
- B. Approximately 644 unique households will be served through the end of the contract term at Best Western of which, approximately 194 will be served through the end 2023 and 450 during 2024.

C. Programming Services

1. Sites will utilize low barrier, Housing First Model designed to encourage shelter entry through progressive engagement and maximize exits into permanent and stable housing.
 - a. Guest Services will be available 24 hours, seven days a week. Three to four guest services staff will be scheduled per shift to provide hospitality support, facilitate on-site food service, enforce program expectations, conduct room checks and ensure safe environment.
 - b. Orientation and intake will be completed for each new guest including provision of a Guest handbook/expectations document.
 - i. Non-compulsory case management meetings will be scheduled at least weekly to identify housing barriers and solutions and to provide financial assistance, as needed.
 - c. Case Management includes assessing needs of guests, client-centered provision of supportive service through effective and efficient use of resources to reduce the risk of homelessness and help guests achieve housing stability.
 - d. Housing Navigation will engage, recruit, maintain landlords, supports lease-ups, provides mediation, and coaches tenancy skills.
 - e. Training for all staff will include Non-Violent Crisis Prevention and Intervention (CPI) and Cardiopulmonary Resuscitation (CPR).
 - f. In accordance with non-congregate shelter settings, all rooms are single occupancy unless participants self-elect to share space.
 - g. The shelter will participate in severe weather advisory emergency shelter in accordance with historical occupancy and activation standards. Project budget may be subject to modification to accommodate severe weather needs.
 - h. The shelter may utilize available congregate spaces (i.e. ballroom) to provide time-limited, navigation center shelter for up to 50 guests at a time between December 15, 2023 and February 15, 2024. Budget impacts on navigation shelter operations impacting food, staffing and supplies needed may result in budget modification.
 - i. Full operating capacity is subject The Salvation Army's ability to maintain the standard level of care in maintaining a safe work and shelter environment.
2. TSA will use a trauma-informed and client-centered approach to engage vulnerable populations. TSA will participate in the coordination of referrals from the community including other shelters and/or outreach teams. This will include prioritization criteria, approved by HOST, to fill vacant NCS units.
3. TSA will support and provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.
4. TSA will provide linkage to resources and connections in the community for guests needing assistance with Activities of Daily Living (ADL).

D. NCS Operations

1. The Salvation Army in consultation with and approval by HOST has full discretion and approval for on-site operations, shelter programming, community partners involved, facility use, and services provided by outside agencies including advocacy groups, organizers, and vendors.
2. Shelter Operations investments facilitate environments that are safe, hygienic, accessible, equitable, inclusive, and hospitable to all eligible shelter guests. Funding for shelter operations at Best Western and Rodeway Inn include support of the day-to-day hospitable functions of NCSs including the following.
 - a. Linen laundry services that shall provide laundered linens at minimum every seven (7) consecutive days of guests' stay
 - b. Basic maintenance support
 - c. Room amenities such as on-site parking (and parking management), internet, television, and telephone
 - d. Meals
 - e. Security
 - f. Custodial support including sanitization of common areas
 - g. Pest control
 - h. Storage
 - i. Vaccinated and non-aggressive pets will be allowed at the facility
3. TSA and HOST will adhere to the Responsibility Matrix of Facility Related Services in Appendix A.
4. TSA will provide three meals a day for guests. Meal preparations services include:
 - a. All meals are prepared to meet adult daily nutritional needs and are prepared in accordance with ServeSafe guidelines and all Public Health requirements for food safety.
 - b. Provide all utensils and serving supplies.
5. NCS sites will have a full-time on-site maintenance technician Monday through Friday, during daily business hours. The maintenance technician will be responsible for providing regularly and emergency scheduled general building repair and maintenance services such as trash removal from premises to exterior dumpsters and exterior litter removal, pest control, snow removal from sidewalks and entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets.
6. TSA will provide and oversee biohazard, janitorial and laundry services to ensure quality and timeliness to promote a safe and comfortable environment for all guests and staff.
7. NCS Sites will have security measures available onsite and include installation and maintenance of a video surveillance system to maximize staff visibility of the facility. Additional security measures may be added if deemed necessary in consultation with and approval by HOST.

E. Fiscal Responsibilities

1. TSA will work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation and financial reports.

2. TSA will prepare and provide monthly financial reports to HOST and/or its designees and will provide verification of expenditures with payroll back-up.
3. Funds contracted for the program are to be used for staffing positions, program costs, client services and indirect costs.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Allocated funds to make improvements to Homeless Management Information System (HMIS) data quality. This includes personnel for monitoring and evaluation, data integrity and innovation dedicated to HMIS data quality improvements.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).

IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program’s progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. FUNDS WILL BE USED TO

A. Funds in the amount of \$3,666,000.00 will be provided to (TSA) to be utilized for the purpose of providing management and oversight of NCS operations and programming at the Rodeway Inn for persons experiencing homelessness. For 2023 \$916,000.00 will be added to current budget and \$2,750,000.00 will be allocated for 2024.

Shelter & Operations	2023	2024
General Fund		\$2,750,000.00
Homelessness Resolution Fund	\$916,000.00	
Total Amendment Amount-\$3,666,000.00		

VI. OBJECTIVE AND OUTCOMES

Outputs: The direct results of program activities that may include types, levels and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
Number of households to be served annually	644	Number and percentage of all households who exit to a stable or permanent housing solution	40%
Number of households served within the reporting period and contract period to date.	644	Number and percentage of households engaged in rehousing services who exit to a stable or permanent housing solution	50%
Number of households served who stay overnight each night	180 (NCS - Best Western)	Number and percentage of households served who are engaged in case management	50%
Number and percentage of households served who are engaged in individualized housing focus case management (Non-Congregate and Congregate Shelters only)	75%		
Number and percentage of households who receive financial assistance	75%		

Number and percentage of households who receive referrals mental health support			
Number and percentage of households who receive referrals to substance use support assistance			
Number and percentage of households who receive transportation assistance			
Number and percentage of households who receive employment assistance			
Number and percentage of households who obtain Vital Documents			
Number of Meals			

Assumptions:
 Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS).
 Data Quality: Each reporting period an HMIS Data Quality Report must be uploaded to Salesforce with quarterly report. Data quality must be in alignment with expectations outlined by MDHI.

VII. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor’s use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients’ eligibility, and meet indicators in this scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.
- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

	2023		2024			
Quarterly Report	Q3	Q4	Q1	Q2	Q3	Q4
Due Date	October 15, 2023	January 15, 2024	April 15, 2024	July 15, 2024	October 15, 2024	January 15, 2024

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring

A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.

 - 1. Program data
 - a. Data sources
 - 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
 - 2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
 - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:
Households proposed to be served over the contract term – 644
Households proposed to be served each calendar year – 450
Year 1 (2023): 194
Year 2 (2024): 450
 - ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.
The measures and benchmarks specified in the objectives and outcomes section.

2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
3. Financial Data
 - a. Funding sources and amount included
 - b. Total Contract spend to date, by budget category
4. Specific to this Scope of Work
 - a. **Daily Census Reporting** The contractor is responsible for daily communication with HOST to ensure complete, timely, and accurate information.
 - i. Total number of rooms available for non-congregate shelter
 - a. Measure:
 - i. Number occupied by location
 - ii. Number vacant and open for referral by location
 - iii. Number of ADA accessible rooms (number occupied and number vacant)
 - iv. Daily maintenance of program and exit data
 - ii. Contractor will be responsible for updating the Homeless Management Information system (HMIS) daily with household program enrollments and program exits.
 - iii. Programs Enrollment data entry should include at minimum the questions on the Emergency Shelter, Safe Haven, or Street Outreach Intake form.
 - iv. Program exit data should include destination at exit, exit date, and departure reason.
 - v. Daily program in-take and stay/duration information
 - a. Provide and maintain a spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
 - b. Provide and maintain spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
 - vi. Tracking of services provided during length of stay
5. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
 - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

Table A		
HMIS Data Entry Time Frame		
Program Type	Minimum Data Elements	Time Frame for Entry
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Rapid Re-Housing Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Outreach Programs	Services	2 Working Days

III.V. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:

Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

A. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
3. All Invoices for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
6. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
7. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

B. Payroll

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

C. Fringe Benefits

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST will not reimburse payments for unused leave when an employee separates from employment.

D. General Reimbursement Requirements

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
 - a. Vendor Name
 - b. Amount
 - c. Purpose
 - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
 - e. All invoices must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the Invoice request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

E. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.

3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

F. Contract Amendments

1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

G. Financial Management Systems

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

1. 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 and/or city financial reporting requirements.
2. 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.
3. 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.
4. 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.
5. All HOST contracts will be subject to applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.

8. The Contractor 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.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor 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) Invoicing Process.
11. The Contractor will be responsible for all Disallowed Costs.
12. The Contractor 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 Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

H. Procurements

1. The Contractor 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 supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor 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, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, 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 supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

I. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.

4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

J. Records Retention

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. 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, to make audits, examinations, excerpts, and transcripts.

K. Contract Close-Out

1. All Contractors are responsible for submitting a final invoice marked “Final Invoice” and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

L. Collection of Amounts Due

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
 - a. makes an administrative offset against other requests for reimbursements.
 - b. withholds advance payments otherwise due to the Contractor; or
 - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

IX. Budget

Contract Program Budget Summary						
Contractor Name:		The Salvation Army				
Project :		NCS Rodeway/Best Western	City Contract #:	HOST 202369411-02		
Budget Term:		1/1/2023-12/31/2023				
Program/Fiscal Year:		2023				
Budget Category	Rodeway Homelessness Resolution HOST Funding	Best Western Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Lead Case Manager and Case Managers	\$0	\$96,096	\$96,096	\$288,288	33.33%	Up to 4 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Non Congregate Shelter Director/Assistant Director DMSS	\$21,333	\$21,333	\$42,666	\$202,500	21.07%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Assistant Shelter Director	\$0	\$21,021	\$21,021	\$63,063	33.33%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Maintenance Technician	\$91,728	\$91,728	\$183,456	\$183,456	100.00%	Up to 4 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Program Assistant	\$0	\$214,032	\$214,032	\$642,096	33.33%	Up to 14 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
HMIS quality	\$0	\$18,200	\$18,200	\$54,600	33.33%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shift Supervisors	\$0	\$100,901	\$100,901	\$201,802	50.00%	Up to 4 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Facilities Manager	\$35,188	\$18,928	\$54,116	\$56,784	95.30%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.

Budget Category	Rodeway Homelessness Resolution HOST Funding	Best Western Homelessness Resolution HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Food Services Drivers	\$23,783	\$30,576	\$54,359	\$91,728	59.26%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Total Salary:	\$172,032	\$612,815	\$784,847	\$1,784,317	43.99%	
Fringe Benefits	\$35,364	\$135,610	\$170,974	\$446,079	38.33%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$207,396	\$748,425	\$955,821	\$2,230,396	42.85%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Program Expenses & Supplies	\$64,821	\$23,919	\$88,740	\$88,740	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. May include clients' items such as bed and mattress, linens, client hygiene, toilet paper, janitorial supplies and shelter supplies. Please refer to the Responsibility Matrix in Appendix A for other program expenses and supplies.
Guest Meals	\$303,200	\$551,531	\$854,731	\$854,731	100.00%	Meals for guests
Facilities	\$26,280	\$32,000	\$58,280	\$58,283	99.99%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities, and maintenance & repair costs. Shared space costs should be part of Indirect Costs.
Professional Services	\$46,000	\$14,000	\$60,000	\$60,000	100.00%	Professional Services include pest control and bioHazard services
Security	\$96,406	\$31,594	\$128,000	\$128,000	100.00%	Contracted security guard for every overnight shift.
Staff Program/Project Training	\$600	\$400	\$1,000	\$1,000	100.00%	Local directly program-related training materials and registration fees.
Subcontractor - The Gathering Place	\$1,302,271	\$0	\$1,302,271	\$1,500,000	86.82%	The Gathering Place is subcontracted to provide programming services for guests at Rodeway location only.
Total Other Direct Costs	\$1,839,578	\$653,444	\$2,493,022	\$2,690,754	92.65%	
Total Salaries, Fringe and Other Direct Costs	\$ 2,046,974.00	\$ 1,401,869.00	\$ 3,448,843.00	4,921,150	70.08%	
Indirect Costs						
Indirect Costs	\$76,970.00	\$140,187.00	\$217,157.00	\$492,115	44.13%	Indirect rate is 10% of Total Salaries, Fringe and Other Direct Costs and first \$25,000 of The Gathering Place Subcontract.
Grand Total	2,123,944.00	1,542,056.00	3,666,000.00	5,413,265.00	67.72%	

Contract Program Budget Summary					
Contractor Name:		The Salvation Army			
Project :		NCS Best Western	City Contract #:	HOST 202369411-02	
Budget Term:		1/1/2024-12/31/2024			
Program/Fiscal Year:		2024			
Budget Category	Best Western General HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Lead Case Manager and Case Managers	\$288,288	\$288,288	\$288,288	100.00%	Up to 5 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Non Congregate Shelter Director/Assistant Director DMSS	\$72,500	\$72,500	\$202,500	35.80%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Assistant Shelter Director	\$63,063	\$63,063	\$63,063	100.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Maintenance Technician	\$183,456	\$183,456	\$183,456	100.00%	Up to 4 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Program Assistant	\$642,096	\$642,096	\$642,096	100.00%	Up to 14 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Facilities Manager	\$56,784	\$56,784	\$56,784	100.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.

Budget Category	Best Western General HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Food Services Drivers	\$91,728	\$91,728	\$91,728	100.00%	Up to 2 Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Total Salary:	\$1,397,915	\$1,397,915	\$1,527,915	91.49%	
Fringe Benefits	\$349,479	\$349,479	\$381,979	91.49%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$1,747,394	\$1,747,394	\$1,909,894	91.49%	
Other Direct Costs	Amount	Subtotal	Amount	%	
Program Expenses & Supplies	\$52,031	\$52,031	\$88,740	58.63%	Program/Project-related supplies not given directly to a client and/or directly related to program function. May include clients' items such as bed and mattress, linens, client hygiene, toilet paper, janitorial supplies and shelter supplies. Please, refer to the Responsibility Matrix in Appendix A for other program expenses and supplies.
Guest Meals	\$700,000	\$700,000	\$700,000	100.00%	Meals for guests
Facilities	\$35,000	\$35,000	\$58,283	60.05%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities, and maintenance & repair costs. Shared space costs should be part of Indirect Costs.
Professional Services	\$15,000	\$15,000	\$60,000	25.00%	Professional Services include pest control and bioHazard services
Security	\$91,247	\$91,247	\$91,247	100.00%	Contracted security guard for every overnight shift.
Staff Program/Project Training	\$500	\$500	\$500	100.00%	Local directly program-related training materials and registration fees.
Total Other Direct Costs	\$893,778	\$893,778	\$998,770	89.49%	
Total Salaries, Fringe and Other Direct Costs	\$ 2,641,172.00	\$ 2,641,172.00	2,908,664	90.80%	
Indirect Costs					
Indirect Costs	\$108,828	\$108,828.00	\$290,866	37.42%	Indirect calculated 10 % of Salaries, Fringe and Other Direct Costs
Grand Total	2,750,000.00	2,750,000.00	3,199,530.40	85.95%	

Appendix A
Responsibility Matrix of Facility Related Services

	<i>Best Western</i>
Xcel Electric/Gas/Steam	City
Denver Water	City
Wastewater/Storm Sewer	City
Janitorial (incl. Janitorial Supplies/Placing Trash in Dumpsters)	TSA
Exterior litter pickup (including all pet feces)	TSA
Common Areas Maintenance- Ballroom	TSA General Maintenance
Common Areas Maintenance – Kitchen and Dining Area	TSA General Maintenance
Common Areas Maintenance – Smoking and Dog Run Areas	TSA – General maintenance
Common Areas Maintenance – Parking	TSA
Fire System (sprinklers, inspections)	City *
Fire Alarm Monitoring & Fire Phone Line	City
Security System hardware other than cameras /software	TSA
Security System Monitoring	TSA
Security System Phone Line	Not Applicable
Security Cameras	TSA
Security Patrol	Not Applicable
Stationary Security Guard	Not Applicable
Telecom- Land Lines	City
Telecom- Cable TV	TSA
Telecom – Wi-Fi	TSA (self-owned network)
Mechanical (HVAC) Maintenance	City *
Electrical Maintenance incl. generator if any	City *
Plumbing/Sewer (Fixtures, Drains)	City *
Elevators	City*
Minor maintenance (i.e., plugged toilets, leaky faucets, change light bulbs/ballasts not needing ladder or lift, repairs without specialized tools or personnel	TSA – minor R&M without specialized tools i.e., plunging toilets, leaky faucets, change floor level light bulbs
PTAC Units	City*
Interior Lighting (bulbs/ballasts) requiring specialized equipment, ladders or lifts	City *
Interior Lighting – all other bulb replacements	TSA

Pest Control and Bed Bug Treatments	TSA
Appliance Service and Repairs	TSA will not replace or replace appliances such as: fridges, microwaves, coffee makers, TVs, or hotplates. HOST may replace these items based on availability of funding. TSA will maintain their own appliances owned, if any. City will maintain common area appliances .
Trash Hauling from Dumpsters (regular ongoing, not excess)	City
Snow Removal-parking lot	TSA
Snow Removal-sidewalks & entries	TSA
Landscaping & Irrigation	City *
Parking Lot R&M	City
Sidewalk concrete R&M	City
Exterior lighting	City *
Windows and doors	City *
Structural and roof	City *
Gutters and downspouts	City *
Damages caused by TSA's invitees	TSA
Other services not delineated in lease	TSA

*Unless damage is caused by TSA or its invitees (including any pets, if any), in which case TSA pays for repair.

Exhibit C-2

Premises

The property is located at the premises described below as is otherwise known as 4595 Quebec Street.

PARCEL I:

LOT 8, BLOCK 3, AIRPORT BUSINESS CENTER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL II:

A NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR INGRESS AND EGRESS, STORM DRAINAGE, AND UNDERGROUND UTILITIES, OVER, UNDER, THROUGH AND ACROSS THE FOLLOWING DESCRIBED PROPERTY;

COMMENCING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 3, AIRPORT BUSINESS CENTER, THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 47 FEET; THENCE WESTERLY AND PARALLEL WITH THE SOUTH LINE OF SAID LOT 7 A DISTANCE OF 20 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF EAST 46TH AVENUE DRIVE, AS SHOWN ON THE PLAT OF SAID AIRPORT BUSINESS CENTER; THENCE NORTHERLY ALONG THE SOUTHEASTERLY LINE OF SAID 46TH AVENUE DRIVE TO THE POINT OF BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO

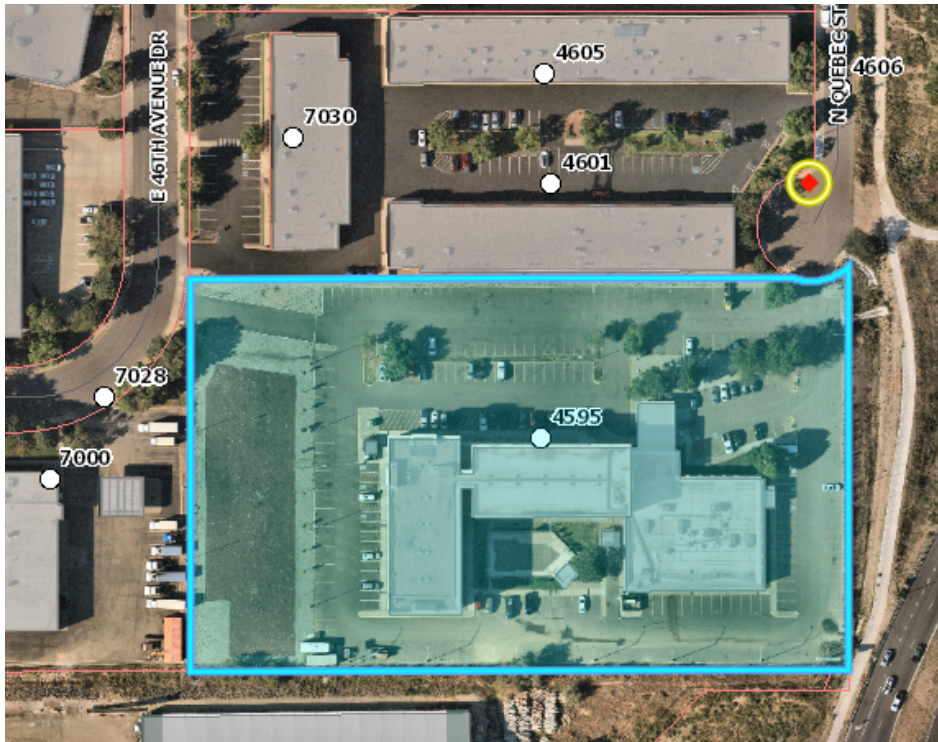


Exhibit D-2

TERMS AND CONDITIONS FOR OCCUPANCY AND USE OF PREMISES

1. **USE:** The Premises are to be used and occupied by the City for any lawful purpose. The Contractor 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 prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver.
2. **POSSESSORY INTEREST:** At such time that the City Assessor assesses a possessory interest or other related tax to the Premises, the Contractor shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon the Contractor's operations, occupancy, or conduct of business at the Premises, resulting from the Contractor's occupation or use of the Premises, or upon the Contractor's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Premises. Such taxes include any Possessory Interest taxes resulting from this License of the Premises.
3. **"AS IS" CONDITION:** The Premises are accepted by the Contractor in an "AS IS, WHERE IS" condition, with all faults and defects. No additional work will be performed by the City, unless otherwise determined by the City, and the Contractor hereby accepts the Premises in its as-is condition. 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 Premises.
4. **ALTERATIONS:** The Contractor shall not make any alterations in or additions to the Premises without first obtaining the written consent of the City's Director of Real Estate, which consent may be withheld in the Director's sole discretion. The Contractor will pay or cause to be paid all costs and charges for: (i) work done by the Contractor or caused to be done by the Contractor, in or to the Premises; and (ii) materials furnished for or in connection with such work. Any and all alterations or improvements to the Premises by the Contractor shall be conducted in a lien-free manner in compliance with all applicable laws, codes, ordinances and regulations.
5. **ENTRY BY CITY:** The Contractor shall permit representatives of the City to enter into and upon the Premises at any reasonable time with prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact the Contractor and if the City is unable to contact the Contractor and the emergency is imminent, in the City's sole discretion (including the City's facilities team and emergency response departments such as the Denver Police Department and the Denver Fire Department), the City may enter into and upon the Premises without notice. The City shall not cause unreasonable interference in the normal course of the Contractor's performance of services and the Contractor, or an authorized employee or agent shall have the right to accompany the City during its inspections.
6. **UTILITIES, REPAIR AND MAINTENANCE:** As shown in **Appendix A** to the Scope of Work, The City shall pay for all water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables allocable to the Property. The City shall perform/maintain and pay for exterior dumpster trash removal, fire alarm and phone line monitoring, fire system

(sprinklers/extinguishers) inspections and maintain any related analog phone line for emergency services including the elevators and fire panels, landscaping and irrigation systems, maintenance and repair of parking lot and sidewalks, exterior lighting, interior lighting requiring specialized equipment, ladders or lifts, maintenance of common area appliances and PTAC units, windows and doors, structural or mechanical maintenance or replacement, including the building's mechanical, electrical, plumbing/sewer, elevators, roof systems, gutters and downspouts, and the HVAC system, provided, however, if the Contractor or its agents, employees, contractors, or invitees cause any damage to the foregoing, the Contractor shall be responsible for the repairs and/or, replacement and all costs associated with such repairs and replacements.

The Contractor shall be responsible for arranging for, and paying all deposits, fees and charges associated with internet to TSA's self-owned network, cable TV, any other communication services to the Premises, janitorial services and supplies including trash removal from Premises to exterior dumpsters and exterior litter removal, snow removal from the parking lot and sidewalks and entries, minor repairs (e.g. plugged toilets, leaky faucets, changing light bulbs, any other repairs not involving specialized tools), pest control and bed bug treatments, maintenance of appliances owned by the Contractor, maintenance of common area including the front desk, dinging area, ballroom, smoking areas and dog run areas, security services or specialized equipment such as cameras and monitors, as determined applicable by TSA and any other service required for the use of Premises by Lessee.

The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

7. **DAMAGE TO PREMISES:** Any damage of or destruction to the Premises by the Contractor incident to the use of the Premises or the performance of services shall be promptly repaired or replaced by the Contractor to the satisfaction of the Director. The Director may, at his/her option, in lieu of such repair or replacement, require the Contractor to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Contractor's use of the Premises.
8. **CARE AND SURRENDER OF THE PREMISES:** At the termination of this Agreement, the Contractor shall remove all personal property, furniture and equipment and repair any damage caused by such removal; and surrender the Premises to the City and deliver the Premises to the City in substantially the same condition as existed on the date hereof, reasonable wear and tear excepted.