

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and the **COLORADO COALITION FOR THE HOMELESS**, a non-profit corporation with an address of 2111 Champa Street, Denver, Colorado 80205 (the “Contractor”), collectively, the “Parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Manager of the Department of Human Services (“Agency”) or, the Manager’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Manager directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement.

3. TERM: The Agreement will **commence on January 1, 2014 and will expire on December 31, 2014** (the “Term”).

4. COMPENSATION AND PAYMENT:

a. Fee: The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement **One Million Dollars and 00/100 Cents (\$1,000,000.00)**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

b. Reimbursable Expenses: There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the budget in Exhibit A.

c. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to

invoicing and payment under this Agreement. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor's monthly invoices and any City required budget documents or reports. Contractor's invoice(s) will include any and all appropriate supporting documentation, including time sheets, payroll records, receipts, and any other document which may be pertinent in light of the nature of the services performed or expenses incurred under this Agreement. Contractor's invoice(s) will reflect in detail the services performed within the period for which the payment is requested and will address all completed project outcomes. Contractor's invoices must identify costs and expenses actually incurred in accordance with the budget contained in Exhibit A. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred during the prior month. Invoices submitted for payment must be received by the Agency on or before the fifteenth (15th) day of the month subsequent to the month for which reimbursement is being sought. Invoices submitted for services rendered that are submitted after such deadline are considered to be untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. In the event that the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

d. Budget Modifications. Budget line items may only be modified by the written approval of the Manager, if in the Manager's sole judgment such modification is reasonable and appropriate. However, such budget modifications will not alter the Maximum Contract Amount. Any modification to Exhibit A shall not take effect until approved in writing. Any modification to Exhibit A agreed to by the parties that requires an increase in the Maximum Contract Amount shall be evidenced by a written Amendatory Agreement prepared and executed by both parties in the same manner as this Agreement.

e. Maximum Contract Amount:

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **One Million Dollars and 00/100 Cents (\$1,000,000.00)** (the "Maximum Contract Amount"). The City is not

obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in Exhibit A are performed at Contractor's risk and without authorization under the Agreement.

- (2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by the Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.
- (3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against any and all disallowed costs.

5. REPORTS/CORRESPONDENCE/INVOICES:

a. Narrative and Other Reports: The Contractor shall provide the Agency with a monthly narrative summary report on activities performed with the assistance of funds provided under this Agreement no later than the fifteenth (15th) day of each month following the effective date of this Agreement, and continuing through the month following the date of termination of this Agreement. Each such report shall set forth in detail the progress of work under this Agreement and any other information reasonably requested by the City and shall be submitted in such a format as may be designated by the City. **Narrative reports and other reports required**

by the scope of work shall be submitted to the program area identified in Exhibit A and may be delivered electronically by disk or e-mail, followed by hard copy transmittal, to the program area. In addition, the Contractor shall comply with any and all contract closeout procedures directed by the Manager to be performed under this Agreement for final reimbursement, including but not limited to final review of payments, invoices, referrals, and required reporting documents, including close-out signature.

b. Procedural and Administrative Correspondence and Invoices: All written correspondence concerning procedural or administrative contract matters, other than invoices and notices required under Article 20, shall be delivered electronically to DHS_Contracting_Services@denvergov.org, or by U.S. mail to:

Attn: Contracting Services
Denver Department of Human Services
1200 Federal Boulevard, 4th Floor
Denver, Colorado 80204.

Invoices shall be delivered electronically to DHS_Contractor_Invoices@denvergov.org or by US Mail to:

Attn: Financial Services
Denver Department of Human Services
1200 Federal Boulevard
Denver, Colorado 80204.

6. MONITORING: The Contractor shall permit the Manager to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection any and all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement in order to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.

7. STATUS OF CONTRACTOR: The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

8. TERMINATION:

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon twenty (20) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Manager.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

9. EXAMINATION OF RECORDS: The City Auditor or his representative, or any authorized representative of the City has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. The Contractor shall keep true and complete records, and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a

system of bookkeeping satisfactory to the Manager and the City's Auditor and to give any authorized representative of the City access during reasonable hours to such books and records. The City's Auditor shall have the right at any time, and from time to time, to audit all of the books of account, bank statements, documents, records, returns, papers and files of the Contractor related to this Agreement, whether prepared manually or electronically, and the Contractor, upon request, shall make all such matters available for such examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire three (3) years after the Contractor's statement for any period has been delivered to the City.

10. WHEN RIGHTS AND REMEDIES NOT WAIVED: In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

11. INSURANCE:

a. General Conditions: 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.

b. 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 coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B**, 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.

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

d. Waiver of Subrogation: For all coverages, Contractor's insurer shall waive subrogation rights against the City.

e. Subcontractors and Subconsultants: All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services 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.

f. 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.

g. 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.

h. 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.

i. Additional Provisions:

(1) For all Commercial General Liability and Excess Liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs are in excess of policy limits;
- (c) A severability of interests, or separation of insureds provision (no insured vs. insured exclusion);
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City; and,
- (e) No exclusion for sexual abuse, molestation or sexual misconduct.

(2) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(3) 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.

12. DEFENSE AND INDEMNIFICATION

a. Contractor hereby agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

c. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

d. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

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

13. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, et seq. The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property

14. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Manager's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void, and shall be cause for termination of this Agreement by the City. The Manager has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

15. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

16. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

17. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters

And

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202.

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

- (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- (2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

- (1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- (3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

- (4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.
- (5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three (3) days. The Contractor will also then terminate such sub-consultant or subcontractor if within three (3) days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- (6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

22. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established

by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Manager as defined in this Agreement.

23. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District.

24. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender variance, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

25. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado, and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

26. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

27. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will

not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

28. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

29. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

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

31. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Manager. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Manager in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

32. CITY EXECUTION OF AGREEMENT: The 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.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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EXHIBITS

EXHIBIT A SCOPE OF WORK

EXHIBIT B CERTIFICATE OF INSURANCE

Contract Control Number:

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

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____



Contract Control Number: SOCSV-201314442-00

Contractor Name: COLORADO COALITION FOR THE HOMELESS

By:  _____

Name: John Parvensky
(please print)

Title: President
(please print)

ATTEST: [if required]

By: N/A _____

Name: _____
(please print)

Title: _____
(please print)



**Scope of Work and Budget
SOCSV 2013-14442**

I. Purpose of Agreement

Denver Department of Human Services is working with community partners that provide services for Denver's homeless populations. This Contract will provide outreach and housing placement services to homeless youth and adults. This includes contacting and engaging with people who are living/sleeping on the streets, in shelters, in City funded respite care or in public but transient places and assisting them with acquiring benefits, entitlements and other services to address identified needs (such as mental health and substance treatment and health care) as needed. Housing placement services includes finding a safe environment that is sheltered for homeless individuals, with the ultimate goals of securing stable and permanent, supportive housing.

II. Programs/Services to be Provided, in the Context of this Contract

The Contractor is contracting with the City as the lead agency for The Denver Street Outreach Collaborative (DSOC). As the lead agency, the Contractor will be responsible for:

- Monitoring the functions related to the DSOC and working with the City to achieve the collaborative goals
- Reports, as detailed in this documentation
- Administration of vehicles
- Coordinating and assisting in training functions
- Central Coordination and personnel
- Compliances to DSOC policies and procedures (i.e. driver licenses)
- Utilize the Service Decision Assistance tool to prescreen each participant to identify and target chronically homeless individuals
- Coordinate participation in the Vulnerability Index Study (VIS) and Point In Time (PIT) Survey
- Meet quarterly with the Homeless Street Outreach Review Committee
- Convene 10-12 meetings annually with all DSOC Team Members

The Contractor will not be responsible for supervising any of the other DSOC agencies or the agencies' personnel. The collaboration includes the following organizations: Colorado Coalition for the Homeless, St. Francis Center, Urban Peak, the City & County of Denver Police Department and the Downtown Denver Partnership. Future and additional agency collaborations may emerge under cover of separate contracts. This collaboration is designed to provide coordinated outreach services to youth and adults who are homeless in Denver. The City will expect the Contractor to coordinate efforts in leading the DSOC towards achieving the outlined expectations, goals and outcomes listed in this scope of work. It is the Contractor's responsibility to ensure that DSOC partners are meeting the required outcomes of the contract.

The central premise of the Homeless Outreach and Housing Placement Program is to move people living/sleeping on the streets or public places into shelters and/or available and appropriate housing. Many of these individuals are the most chronic and vulnerable of Denver's homeless population who may have severe and persistent mental illness and/or substance abuse disorders. They may be found on the streets, staying in shelters for extended periods of time, in bus/train stations, under bridges, in abandoned buildings and in parks. It is known that support services will be necessary to maintain housing which is the most important outcome for clients. The ultimate goal of the Homeless Outreach and Housing

Placement Program is a decrease in the number of homeless persons who are currently unsheltered and not housed.

As part of the City of Denver’s goals to reach a 75% reduction in chronic homelessness, the goals and outcomes of this contract will utilize an outcome and performance based model. This will help to ensure that the identified populations remain at the forefront of this program.

DSOC Outreach Workers perform their jobs by locating, engaging and cultivating relationships with hard-to-reach homeless individuals. Face-to-face contact is made, crisis intervention provided, needs are assessed, connections with appropriate services are made and one-on-one assistance is delivered recognizing and defining personal service needs. DSOC Outreach workers meet emergency needs directly and when necessary provide transportation assistance to service sites. Throughout this engagement process, outreach workers identify obstacles that limit or prevent each homeless individual from accessing available services, including housing. DSOC staff members will adhere to the homeless encampment protocol developed by the Contractor and DHS in August 2005 and will work closely with DPD to outreach to the identified camps as outlined in protocol.

III. Goals and Objectives

GOAL	Outcome
<p>Goal #1 Primary goal is to engage homeless individuals on the streets</p>	<ul style="list-style-type: none"> • 265 adults and youth (190 adults; 75 youth) will be housed or reunified with family in 2014. • Between 100 - 150 of the total will be identified as chronically homeless. • St. Francis Center will be responsible for housing 75 adults and Colorado Coalition for the Homeless will be responsible for housing 115 adults. The total goal is to house 190 adults. • Expected presence of Outreach workers on streets 6 days a week (holidays and Sundays excluded) (18 total: 6 from St. Francis Center, 6 from CCH, 6 from Urban Peak) • Presence from all Outreach teams at community events such as Project Homeless Connect events and health fairs
<p>Goal #2 Make 6,500 unduplicated contacts per contract year with homeless individuals (with a specific focus on those who are chronically homeless)</p>	<ul style="list-style-type: none"> • Participate in National Vulnerability Index Study; house at minimum 25 individuals who are identified as the most vulnerable; anything above 25 will count towards National Campaign goal to house 100,000 in three years. • 265 adults and youth housed or reunified in 2014 (focus on chronically homeless and vulnerable) • For Urban Peak: 75 youth will be housed or reunified in 2014; 90 youth will receive access to emergency shelter (case management to be provided to all 75 youth housed and 90 placed in shelter); • Attend quarterly meetings with review committee to report out on numbers (focus on chronic, youth and vets) and progress.
<p>Goal #3 Maintain suggested Hours of Operation for Homeless Outreach and Housing Placement Services Program</p>	<ul style="list-style-type: none"> • Hours of operation for will be April 1 – September 30: Mondays through Saturdays, 7am to 9pm,Holidays excluded; October 1 – March 31: Mondays through Saturdays, 7am to 10pm,Holidays excluded; a representative from the Outreach Collaborative will be on call to Denver Police Department (DPD) for “sit & lie” and Unauthorized Camping ordinance 365 days a year.

<p>Goal #4 There will be a coordinated response by Outreach teams to all inquiries related to homelessness from City Council, concerned citizens and members of the community.</p>	<ul style="list-style-type: none"> • DSOC Outreach coordinator will provide a response to Denver's Road Home within 48 hours of initial inquiry.
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IV. Other Requirements

1. Homeless Management Information System (HMIS):

A. The Contractor agrees to fully comply with the Rules and Regulations required by US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD’s funding for continuation of all Metro Denver’s homeless programs is contingent on the participation of funded agencies and the data quality collected by the HMIS system. Current and future funding by the City will also be dependent on HMIS participation and performance.

B. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) and Denver’s Road Home (DRH)

C. HMIS shall be the primary information system for collecting data for DRH. Beyond its role as the primary information system, HMIS is the source of data for evaluating the progress of Denver’s Road Home and will be the source for future Homeless Point-In-Time surveys.

D. The Contractor’s HMIS data will be collected monthly and reported to DRH. The data will be used to evaluate the progress made in ending homelessness and changes to policies and funding priorities, if necessary.

E. Technical assistance and training resources for HMIS are available to each organization based on requests for assistance by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection.

F. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.

G. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.

2. Advisory Board:

The Contractor shall, in order to promote client participation in the development of programs and services for the homeless, establish and maintain an advisory board that shall include at least one (1) homeless person receiving services under this Agreement. This Advisory Board will meet monthly to discuss progress, challenges and successes, and distribute monthly reports.

3. DRH Evaluation:

The Contractor shall fully participate, in such manner and method as reasonably designated by the Manager, in the effort of the City to evaluate the effectiveness of Denver’s Road Home plan to end homelessness in Denver. This may include participation in the DHS monthly surveys.

4. Meetings:

The Contractor shall attend at a minimum, all Denver Road Home Shelter Provider meetings; and Outreach Team meetings.

V. Performance Management and Reporting

A. Performance Management

Monitoring will be performed by the DHS program area and or Contracting Services. Contractor may be reviewed for:

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Performance & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and the DHS annual plan & policies are being met.

B. Reporting

In addition to any other reports required by the agreement, the following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency	Reports sent to
1. Monthly Reports	Report will detail contacts (duplicated and unduplicated); (to be in conjunction with housing placement services); referrals for substance treatment, referrals for mental health and/or physical health care; access to emergency shelter; assistance with obtaining needed identification; referrals to Homeless Court; and numbers housed (including number code with first and last initials, such as 1JB, 2AC, etc.)	Once a month – Due the third Tuesday of each month	Jon Luper
2. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD	

VI. Invoicing

A. Invoices

Invoices	Descriptions	Frequency
1. Monthly Invoices	Monthly invoices with required backup documentation for payment. Where applicable, this includes time sheets that	Due the 15 th of each month 100% of the time

	allocate an individual's time if he/she works less than 100% of time on this grant.	
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VII. Budget

Contractor Name: Colorado Coalition for the Homeless		
Contract Term: 1/1/2014-12/31/2014		
Program Name: 2014 Homeless Outreach RFP		
Contract Number: SOCSV-2013-14442		
Contractor Name: Colorado Coalition for the Homeless		
	BUDGET	Budget Narrative Justification
CCH		
INDIRECT		
Admin Fees	\$ 41,987.00	CCH 9% Total Grant minus sub-grantees
Sub-Total	\$41,987.00	
FACILITIES		
Facilities	\$ 8,00.00	CCH Rent and utilities
Office Supplies	\$ 1,500.00	CCH Office supplies
Training and	\$ 500.00	CCH Staff trainings/retreats
Sub-Total	\$10,000	
DIRECT		
STAFFING		
Outreach	\$225,000.00	CCH 6 FTE
Case Manager	\$ 35,000.00	CCH 1 FTE
DOC Coordinator	\$ 31,200.00	CCH .6 FTE
Mental Health	\$ 8,500.00	CCH 96 hrs
Taxes and	\$ 95,904.00	CCH 32%
Cell Phones	\$ 2,920.00	CCH 8 phones
Mileage	\$ 17,183.00	CCH reimbursement @ .48 cents per mile travel in personal vehicles to transport clients and reach clients
Sub-Total	\$415,707	
Client Needs	\$ 10,000.00 \$ 10,000.00	CCH Client Needs SFC Client Needs Client needs include but not limited to tokens, birth certificates, ID's, clinical co-pays, move in fees, first month's rent, renters insurance, personal care items, clothing, food, utilities, phone deposits.
Motel Vouchers	\$ 20,000.00	Shared emergency motel for clients CCH and SFC
Sub-Total	\$40,000.00	
TOTAL CCH	\$507,694.00	

Sub Contracted Services		
	BUDGET	Budget Narrative Justification
SFC		
INDIRECT COSTS:		
Admin Fees	\$ 18,153.00	SFC 9% Total Grant
Sub-Total	\$18,153.00	
GENERAL OPERATING AND OVERHEAD COSTS		
Facilities	\$ 6,000.00	SFC Rent and utilities
Office Supplies	\$ 600.00	SFC Office supplies
Training and Development	\$ 1,400.00	SFC Staff trainings/retreats
Sub-Total	\$8,000.00	
DIRECT COSTS:		
STAFFING		
Outreach	\$ 112,500.00	SFC 3 FTE
Program Manager	\$ 30,000.00	SFC .5 FTE
Taxes and Benefits	\$ 45,600.00	32%
Cell Phones	\$ 3,600.00	SFC 7 phones
Mileage	\$ 2,000.00	SFC reimbursement .55 cents per mile travel in personal vehicles to transport clients and reach clients
Sub-Total	\$193,700.00	
TOTAL SFC	\$219,853.00	
Sub Contracted Services		
	BUDGET	Budget Narrative Justification
Urban Peak		
INDIRECT COSTS:		
Admin Fees	\$ 4,850.00	Includes portion of all admin staff
Sub-Total	\$4,850.00	
DIRECT COSTS:		
STAFFING		
Outreach	\$ 125,757.00	UP 3.75 FTE
Program Manager	\$ 20,897.00	UP .38 FTE
Taxes and Benefits	\$ 32,369.00	
Phones/Internet	\$ 1,080.00	
Sub-Total	\$ 180,103.00	
Client Needs/Vouchers	\$ 10,000.00	Client needs include but not limited to tokens, birth certificates, ID's, clinical co-pays, move in fees, first month's rent, renters insurance, personal care items, clothing, food, utilities, phone deposits.
Sub-Total	\$ 10,000.00	
TOTAL UP	\$194,953.00	

Downtown Denver Business Improvement District	\$ 77,500.00	Ambassadors – 1.75 FTE portion of \$459,000 annual budget for 16th street mall ambassadors working 7 days per week, 365 days/year.
TOTAL DOWNTOWN DENVER	\$ 77,500.00	

Total of Contracted and Subcontracted Services: \$1,000,000.00

EXHIBIT A

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/18/13

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

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

PRODUCER Glenwood Insurance Agency P.O. Box 1270 Glenwood Springs, CO 81602 Henry A. Buschmann	Phone: 970-945-9161 Fax: 970-945-6027	CONTACT NAME: Mandi Kitchens PHONE (A/C, No, Ext): 970-384-8315 FAX (A/C, No): 970-945-6027 E-MAIL ADDRESS: mandik@glenwoodins.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Great American Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B : Pinnacol Assurance</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Great American Insurance Co.		INSURER B : Pinnacol Assurance		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															
INSURED Colorado Coalition for the Homeless ETAL 2111 Champa Street Denver, CO 80205															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		PAC6535695	05/23/13	05/23/14	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CAP6535696	05/23/13	05/23/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB6535697	05/23/13	05/23/14	EACH OCCURRENCE \$
							AGGREGATE \$ 5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	4054944 4068551	04/01/13 04/01/13	04/01/14 04/01/14	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime			PAC6535695	05/23/13	05/23/14	

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

The City and County of Denver, its elected and appointed officials, employees and volunteers are named as Additional Insured with regards to the General Liability policy, Business Auto Liability policy. Waiver of Subrogation applies regarding General Liability policy and Auto policy. The Workers Compensation policy includes a Waiver of Subrogation in favor of the

CERTIFICATE HOLDER**CANCELLATION**

City and County of Denver + Department of Human Services 1200 Federal Blvd Denver, CO 80204	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 Henry A. Buschmann
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NOTEPAD

INSURED'S NAME **Colorado Coalition for the**

COCOL-2
OP ID: KP

PAGE 2
DATE 12/18/13

Property - Replacement Cost/Agreed Amount, \$3000 Deductible
Business Income, Extra Expense
Building Blanket- \$163,730,931
Contents Blanket- \$3,307,232

NOTEPAD:

HOLDER CODE
INSURED'S NAME **Colorado Coalition for the**

COCOL-2
OP ID: KP

PAGE **3**
DATE **12/18/13**

Certificate of Insurance represents coverage currently in effect and may or may not be in compliance with any written contract.

The General Liability Includes coverage for Abuse & Molestation (aka Sexual Misconduct) with limit of \$1,000,000 per Occurrence/\$1,000,000 Aggregate.