

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation, whose address is P.O. Box 18770, Denver, Colorado 80218 (the “Contractor”), jointly (“the Parties”).

### RECITALS:

**A.** The Parties entered into an Agreement dated July 23, 2024, (the “Agreement”) to 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 Parties wish to amend the Agreement to increase the maximum contract amount, add paragraph 36-Subordination, update scope of work exhibit, update the budget exhibit, update the certificate of insurance, and add exhibit E-Form of Subordination Agreement.

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

1. Section 4 of the Agreement entitled “**COMPENSATION AND PAYMENT:**”, subsection d. (1), entitled “**Maximum Contract Amount:**” is hereby deleted in its entirety and replaced with:

“**d. Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **SEVEN HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS AND NO CENTS (\$728,752.00)** (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. Section 36 of the Agreement entitled “**SUBORDINATION:**” is hereby added to the Agreement as follows:

“**36. SUBORDINATION:** Borrower shall not subordinate the lien of its Deed of Trust or any of its other security interests, liens or other encumbrances

created in connection with its loan to the Program, or modify any such subordination without the express written approval of the Executive Director of the Denver Department of Public Health and Environment, or his/her permitted designee (the “Executive Director”). The Executive Director or his/her permitted designee is authorized to consent to the Borrower’s subordination of the lien of its Deed of Trust and other security interests, liens and encumbrances or modifying such subordination so long as (i) the subordination agreement is substantially in the form attached hereto as **Exhibit E**; (ii) encumbrances prior to the Deed of Trust do not exceed **TWO HUNDRED TWENTY-THREE THOUSAND DOLLARS AND NO CENTS (\$223,000.00)**; and (iii) Borrower is not then in default of its obligations pursuant to this Agreement, the Borrower’s Promissory Note, or the Collateral Assignment and the Program is not then in default of the Deed of Trust.”

3. **Exhibit A** is hereby deleted in its entirety and replaced with **Exhibit A-1, Scope of Work**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit A** are changed to **Exhibit A-1**.

4. **Exhibit B, Budget** is hereby deleted in its entirety and replaced with **Exhibit B-1, Budget**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit B** are changed to **Exhibit B-1**.

5. **Exhibit C, Certificate of Insurance** is hereby deleted in its entirety and replaced with **Exhibit C-1, Certificate of Insurance**, attached and incorporated by reference herein. All references in the original Agreement to **Exhibit C** are changed to **Exhibit C-1**.

6. **Exhibit E, Form of Subordination Agreement** is hereby added to the Agreement and Exhibit List.

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

8. This 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202577957-01 [202473486-01]  
COLORADO NONPROFIT DEVELOPMENT CENTER

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:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_  
  
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

ENVHL-202577957-01 [202473486-01]  
COLORADO NONPROFIT DEVELOPMENT CENTER

By:

Signed by:

Melinda Higgs

6FB4470D340E465...

Name:

Melinda Higgs

(please print)

Title:

President

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)



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# EXHIBIT A-1

## SCOPE OF WORK - AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

SERVICE PROVIDER/SUB-RECIPIENT:

**Colorado Nonprofit Development Center dba Harm Reduction Action Center**

ARPA TERM: 01/01/2024 – 09/30/2026

GENERAL CITY FUNDING (GF) TERM: 01/01/2025 – 12/31/2025

### 1. SCOPE OF SERVICES

The Subrecipient will use the funds to **purchase a building** is a new effort that will ensure that the HRAC continues to be able to provide critical services on the front line of this crisis with stability for years to come. While the HRAC provides street outreach in high drug traffic areas and encampments, the HRAC primarily operates a fixed model site, serving as a one-stop-shop for participants to get their needs met onsite with local service providers. Due to the nature of our work and that 80% of our clients are homeless or transitionally housed upon intake - moving our center is incredibly disruptive for our clients, leads to folks ceasing receiving services and causes potential lethal harm. In our 22-year history, the HRAC has resided in 4 different locations due to not having the funding to purchase our own building. Our participants, staff, and board are aligned that the biggest threat to the HRAC's ability to meet our mission is not having a permanent location for our work.

Additionally, with an increasingly unpredictable drug supply, Colorado's overdose crisis is the worst it has ever been. For the past 21 years, Denver's Harm Reduction Action Center (HRAC) has provided direct service with people who inject drugs (PWID) and is a trusted service provider for thousands. The HRAC's work for a healthier and safer Denver is truly unparalleled and services need to continue to flourish and shift with the unpredictable drug supply. For the past 12 years, the HRAC has been the state's largest provider for PWID. To keep relevant with the drug trends, the HRAC welcomed smokers to broaden our work for people who use drugs (PWUD) as the overdose crisis increased among smokers, as well. This newer shift has increased our programming and services capacity. With this has come growth with an increase in services such as naloxone, fentanyl testing strips, pipes, testing, health education classes, volunteering opportunities, and resources/referrals. In addition, with this inclusion of smokers has come with an increase in smoking supplies and food/hygiene/sock/hydration/basic needs access. This is especially needed in our neighborhood as folks continue to experience food insecurity. These funds will be utilized in accordance with the policies and procedures established by the Subrecipient for this program.

The Subrecipient shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement in accordance with all applicable federal, state, and local requirements, laws, regulations, executive orders, policies, and procedures.

The Subrecipient shall respond to and correct any deficiencies in performance and conformance to federal, state, or local laws, requirements, regulations, executive orders, policies, and procedures, when those deficiencies are identified by the Pass-Through Entity and brought to the attention of the Subrecipient.

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## EXHIBIT A-1

### **SCOPE OF WORK - AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT**

The Subrecipient may not obligate the Pass-Through Entity, except as required by law or regulation. The Subrecipient may not pledge the full faith or credit of the Pass-Through Entity, or make any contract, lease, or purchase in the name of the Pass-Through Entity.

Nothing in this Agreement shall in any manner restrict the Subrecipient from contracting with other public and private entities to perform work and provide services in accordance with its corporate mission.

#### **2. ADMINISTRATIVE CONSIDERATIONS**

Where policies of the Subrecipient differ from those of the Pass-Through Entity, such as travel reimbursement, fringe benefits, indirect costs, etc., the policies of the Subrecipient shall be applicable to cost incurrences under the Agreement provided such policies comply with awarding agency regulations.

#### **3. REBUDGETING AND PRIOR APPROVAL**

Subrecipient is permitted to re-budget direct costs, if necessary, as described in the uniform guidance (§200.308) to better reflect spending requirements, subject to the Pass-Through Entity's written approval, and subject to the federal awarding agency's policy and the uniform grant guidance that would define requirements for prior written approval (§200.407) before implementation.

#### **4. EQUITABLE OUTCOMES**

The Subrecipient shall comply with the Pass-Through Entity's efforts to measure and promote equitable outcomes in the use and distribution of funds. The Subrecipient shall assist as required in monitoring and reporting to the Pass-Through Entity's outcome goals and shall administer the program to foster equitable outcomes by, including but not limited to, fostering awareness of the program, and promoting equitable access to and distribution of resources.

#### **5. RISK ASSESSMENT, SPECIFIC CONDITIONS AND REMEDIES**

The Pass-Through Entity has conducted a risk assessment as required by §200.332(b) and determined the Subrecipient's level of risk as [low, moderate, high – select]. Risk assessments may be repeated throughout the project period after scheduled reports, audits, unanticipated issues or other adverse circumstances that may arise. The Pass-Through Entity may require specific conditions (§200.208) to be noted in the sub-award agreement, including but not limited to: correction of prior audit findings, monthly reporting or other specific conditions until the Subrecipient is eligible for a low risk rating, at which time the specific condition(s) may be removed and the award instrument amended. In the event of noncompliance or failure to perform, the Pass-Through Entity has the authority to apply remedies, as defined in the uniform guidance (§200.339), including but not limited to temporarily withholding payments, disallowances, suspension or termination of the federal award, suspension of other federal awards received by the Subrecipient, debarment or other remedies including civil and/or criminal penalties, as appropriate (§200.332(h)). The Pass-Through Entity may also consider whether the monitoring results of Subrecipient necessitate adjustments to its own record (see §200.332(g)).

#### **6. PERFORMANCE INDICATORS**

The Subrecipient shall establish and implement performance indicators to evaluate all aspects of the program, including the implementation, progress, and achievement of set goals and outcomes. The



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Subrecipient shall assist the Pass-Through Entity in the preparation of reports concerning the performance indicators and shall participate in program evaluations as required.



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### SCOPE OF WORK - AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

#### 7. GENERAL INFORMATION

**Subrecipient Unique Entity Identifier (UEI) Number:** JWA8UFQKGUM4

Legal Subrecipient name : Colorado Nonprofit Development Center

*(must match registered name associated with its Unique Entity Identifier in SAM.gov):*

Federal Award Identification Number (FAIN): N/A

Pass-Through Entity may have a subaward number (optional): N/A

Federal Award to City Date: March 21, 2021

Subrecipient Period of ARPA Performance Start and End Dates: 01/01/2024 – 09/30/2026.

Subrecipient Period of General City Funding Performance Start and End Dates: 01/01/2025 – 12/31/2025.

Total Amount of Federal Funds Obligated by City action to the Subrecipient: \$489,376

Total Amount of **ARPA funds** awarded to Subrecipient: **\$489,376**

Total Amount of **General City funds** awarded to Subrecipient: **\$239,376**

Subrecipient Project/Program Title: Procurement of Facility/Syringe Access Program

Name of Federal Awarding Agency: U.S. Treasury

Name of Pass-Through Entity: City and County of Denver, Department of Public Health and Environment

**Contact Information** (name, email & phone #) of Pass-through Entity (CITY) Awarding Official

Nalleli Ramirez-Salinas DPHE Environmental Public Health Specialist [nalleli.ramirez-](mailto:nalleli.ramirez-salinas@denvergov.org)

[salinas@denvergov.org](mailto:salinas@denvergov.org)

Federal Assistance Listing Number: CFDA # 21.027

Type of Award: Program or Research (R&D): Program

Indirect Cost Rate: N/A

Total Approved Cost Sharing or Matching, where applicable: N/A

#### 8. PROGRAM SERVICES AND DESCRIPTIONS

The Provider will be granted funds to provide the following services:





# EXHIBIT A-1

## SCOPE OF WORK - AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

### Section 1: ARPA SOW

Our key objective by the end of 2025 is:

1. By December 2025, the HRAC will purchase a permanent facility to house our body of work.

### Section 1: General City Funding SOW

1. By December 2025, HRAC will provide over 6,500 individuals with health education, sterile syringe/pipe access, syringe disposal opportunities, and critical health care through over 30,000 unique access episodes.
2. By December 2025, HRAC will distribute 3,500 kits naloxone to people who use drugs and third parties.
3. By December 2025, HRAC will host over 120 tours of our space for medical professionals/students, first responders, policy makers, law enforcement, and the general public to promote education and increased understanding of the needs of people who use drugs which allow for stigma reduction.
4. By December 2025, HRAC will provide over 9,000 referrals to include, but not limited to, basic needs, healthcare enrollment, mental health, substance use treatment, HIV/HCV/STI testing, health education classes, naloxone, fentanyl/xylazine testing strips, etc.

### 9. PROGRAM LOCATIONS:

The Provider will serve the following neighborhoods: City and County of Denver, Colorado

### 10. MONITORING PLAN AND REPORTING

Monitoring activities may include, but are not limited to:

- Checking online repositories such as SAM.gov, the FAC and other data analytics to ensure subrecipient entities are not debarred from doing business with the federal government or currently engaged in legal proceedings at the federal, state, or local level that would jeopardize completion of ARPA approved project.
- Following subrecipient coverage in public media including TV news, printed news, website information, social media, etc.
- Reviewing subrecipient single audits or arranging for agreed-upon procedures engagements, as appropriate.
- Conducting of Risk Assessment by the Pass-Through Entity on each Subrecipient prior to commencement of proposed project/program and receipt of federal funds.
- Scheduling on-site visits or remote desk reviews of subrecipients to ensure compliance to ARPA and City terms of Agreement.
- Reviewing Subrecipient reimbursement requests and progress reports to ensure compliance to ARPA and City terms of Agreement.
- Requiring prior written approval for certain activities, costs or specific conditions to support eligible expense classification under ARPA.
- Reviewing third-party evaluations, as appropriate.



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## SCOPE OF WORK - AMERICAN RESCUE PLAN ACT (ARPA) SUBRECIPIENT AGREEMENT

- Providing technical assistance and training to Subrecipients upon request.
- Completion of telephone consultations and other means of communication such as emails, virtual calls.

### 11. MONITORING AND REPORTING

The Pass-Through Entity may monitor Subrecipient to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved, as required by §200.332(d). The Pass-Through Entity may monitor Subrecipient and identify any failures in the administration and performance of the award. The monitoring plan can also serve to identify whether Subrecipient needs technical assistance. In addition to program performance, the Pass-Through Entity may monitor financial performance as required by §200.332(d)(1). Monitoring may be used to document allowable and unallowable costs, time and effort reporting and travel. Monitoring also may be used to follow up on findings identified in an earlier monitoring visit, from document reviews, or after an audit to ensure that Subrecipient took corrective action (§200.332(d)(2)). As appropriate, the cooperative audit resolution process may be applied.

The monitoring plan may include on-site visits, follow-up, document and/or desk reviews, third-party evaluations, virtual monitoring, technical assistance, and informal monitoring such as email and telephone interviews. The Pass-Through Entity may also issue management decisions for applicable audit findings as required by §200.521 (§200.332(d)(3)). For reporting, the uniform guidance requires that Pass-Through Entity and Subrecipient use OMB-approved government-wide standard information collections when providing performance information and data in reports. A sample of monitoring activities is included in Attachment III.

### REPORTING

The Provider will be responsible for reporting on program outputs and outcomes.

The table below summarizes reporting activity and due dates. The dates and/or frequency may be subject to change.

Report # and Name	Description	Due Date	Reports to be sent to:
6 Month Progress Reports	Progress Reports will be due every 6 months from start of contract term. A template will be provided by DDPHE to complete.	6 months from start of term	DDPHE Program Manager
Close Out Report	Final Close Out Report (including 3-5 photos, if applicable)	No later than 2 weeks after the end of term	DDPHE Program Manager



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Other reports as requested	To be determined (TBD)	TBD	TBD
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#### 12. INVOICE

Invoices must be provided on the DDPHE ARPA Invoice Form that will be provided to each sub-recipient. Separate invoices will be submitted for ARPA-funded work and City General-Funded work.

- Every expense covered with ARPA funds must have documentation to
  - identify the expense (what is being paid for)
  - proof of purchase (receipts, timesheets, contract & contractor invoices, etc.)
  - proof the expense was paid (check, EFT, credit card statement showing charge and payment of the credit card)

#### 13. PAYMENTS

Invoices and reports shall be completed and submitted to the DPHE email on or before the 15th of each month following the month of services rendered.

Examples of what invoices should include, as applicable:

- Expenditures by date transaction and description of each. In the case of behavioral health this would best include an attachment to the invoice - for example if the provider is providing counseling services a list by date of service, session cost, and some type of patient/client number (but no personal identifier information)
- Timesheets or time report
- An earnings statement to show total hours worked, deductions, taxes paid, and check # or EFT transfer to pay the employee.
- If ARPA funds are used for only a portion (%) of the employee's time, an ARPA Payroll Allocation form must be completed.
- An invoice reflecting expense for supplies, equipment, rent, utilities, etc. should also have attached those receipts, copy of utility bills, etc.

## Exhibit B-1 Budget

### Procurement of Facility & Syringe Access Program

### ARPA Funds & City General Funds

**Total Budget = \$728,752.00**

## Exhibit B-1 Budget - ARPA Funds

### Syringe Access Program

Organization Name	Colorado Nonprofit Development Center dba Harm Reduction Action Center			
Project Title	Procurement of Facility - ARPA Funds			
Term	1/1/24-9/30/26 - ARPA Funds			
Budget Categories				
Personnel and Fringe				
Salary Employees				
Position Title	Description of Work	Percent of Time	Salary + Fringe	Total
Executive Director	Manages collaborative partners, HRAC staff deliverables, provide trainings, and is an agency liaison with the project. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$94,500 Annual Salary plus 16% Fringe Benefits = \$109,620 Annual Salary + Fringe ) 5.48% of time spent on project			\$6,007.18
SAP Program Director	Collects/analyzes data and provides all reporting to this grant. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$76,000 Annual Salary plus 35% Fringe Benefits = Annual Total \$102,600 ) 9.75% of time spent on project			\$10,003.50

Client Services Coordinator	Provides neighborhood clean up efforts, providing resources, street engagement, syringe clean up. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$55,000 Annual Salary plus 39% Fringe Benefits = Annual Total \$76,450 ) 3.93% of time spent on project			\$3,004.49
Assistant Director	Manages all programming, provides direct services, teaches all health education classes, etc. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$80,000 Annual Salary plus 39% Fringe Benefits = Annual Total \$111,200 ) 4% of time spent on project			\$4,448.00
<b>Hourly Employees</b>				
<b>Position Title</b>	<b>Description of Work</b>	<b>Hours</b>	<b>Hourly Rate + Fringe Benefits</b>	<b>Total</b>
Client Services Coordinator	Provides neighborhood clean up efforts, providing resources, street engagement, syringe clean up. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$25/hr plus 10.74% Fringe Benefits = 109 Total hours to be paid by ARPA) 13% of time spent on project			\$2,736.71
<b>Total Personnel and Fringe</b>				<b>\$26,199.88</b>
<b>Subcontract/Consultant Costs</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Per Item Cost</b>	<b>Total</b>
				\$0.00
<b>Total Subcontract</b>				<b>\$0.00</b>
<b>Equipment</b>				

Item	Description of Item	Quantity	Per Item Cost	Total
				\$0.00
<b>Total Equipment</b>				<b>\$0.00</b>
<b>Travel</b>				
Item	Description of Item	Quantity	Per Item Cost	Total
				\$0.00
<b>Total Travel</b>				<b>\$0.00</b>
<b>Supplies</b>				
Item	Description of Item		Per Item Cost	Total
Harm Reduction Supplies	Necessary harm reduction supplies to include syringes and pipes for program participants.			\$6,517.26
Daily Hygiene Care Items for Participants	Necessary personal hygiene care items for participants who are unable to purchase due to homelessness and/or living at 185% or below of poverty 2.0 x 10,000 visits			\$20,000.00
Food Beverages for Participants	Necessary beverage & healthy snacks for participants to consume while waiting or during a treatment session, attending a class or receiving other services at the facility 1.0 x 12,500 visits			\$15,000.00
Technology	computers for staff, i-pads for street outreach, Microsoft packages for all computers, anti-virus software, HIPAA confidential dropbox services			\$7,500.00
<b>Total Supplies</b>				<b>\$49,017.26</b>
<b>Operating</b>				
Item	Description of Item	Quantity	Per Item Cost	Total
Rent/Mortgage		12	\$ 11,585.00	\$139,020.00
Utilities	Utilities: include phone, internet connection, electric, waste management, gas, sewer, etc fixed site utilities 1500 x 12	12	\$ 1,500.00	\$18,000.00
<b>Total Operating</b>				<b>\$157,020.00</b>
<b>Other</b>				
Item	Description of Item	Quantity	Per Item Cost	Total
Fixed site building	Funding to purchase a fixed site for HRAC/maintenance	1	\$ 223,000.00	\$223,000.00

Total Other		\$223,000.00
TOTAL DIRECT COSTS (Personnel, Subcontracts, Equipment, Travel, Supplies, Operating, & Other)		\$455,237.14
Indirect		
Item	Description	Total
Indirect rate (if applicable):	CNDC has an approved 14.7% indirect rate	\$34,138.86
TOTAL INDIRECT COSTS		\$34,138.86
ARPA FUNDS TOTAL BUDGET		\$489,376.00

## Exhibit B-1 Budget - City General Funds

### Syringe Access Program

Organization Name	Colorado Nonprofit Development Center dba Harm Reduction Action Center			
Project Title	Syringe Access Program - City General Funds			
Term	1/1/25-12/31/25 - City General Funds			
Budget Categories				
Personnel and Fringe				
Salary Employees				
Position Title	Description of Work	Percent of Time	Fringe Benefits	Total
Executive Director	Manages collaborative partners, HRAC staff deliverables, provide trainings, and is an agency liaison with the project. Fringe includes unemployment compensation, worker’s compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$94,500 Annual Salary plus 16% Fringe Benefits = \$109,620 Annual Salary + Fringe ) 5.48% of time spent on project			\$6,007.18
SAP Program Director	Collects/analyzes data and provides all reporting to this grant. Fringe includes unemployment compensation, worker’s compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$76,000 Annual Salary plus 35% Fringe Benefits = Annual Total \$102,600 ) 4% of time spent on project			\$10,003.50
Client Services Coordinator	Provides neighborhood clean up efforts, providing resources, street engagement, syringe clean up. Fringe includes unemployment compensation, worker’s compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$55,000 Annual Salary plus 39% Fringe Benefits = Annual Total \$76,450 ) 3.93% of time spent on project			\$3,004.49



Assistant Director	Manages all programming, provides direct services, teaches all health education classes, etc. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$80,000 Annual Salary plus 39% Fringe Benefits = Annual Total \$111,200 ) 4% of time spent on project			\$4,448.00
<b>Hourly Employees</b>				
<b>Position Title</b>	<b>Description of Work</b>	<b>Hours</b>	<b>Hourly Rate + Fringe Benefits</b>	<b>Total</b>
Client Services Coordinator	Provides neighborhood clean up efforts, providing resources, street engagement, syringe clean up. Fringe includes unemployment compensation, worker's compensation, health, life and disability insurance, and dental vision, FICA, etc. (\$25/hr plus 10.74% Fringe Benefits = 109 Total hours) 13% of time spent on project			\$2,736.71
<b>Total Personnel and Fringe</b>				<b>\$26,199.88</b>
<b>Subcontract/Consultant Costs</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
				\$0.00
<b>Total Subcontract</b>				<b>\$0.00</b>
<b>Equipment</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
				\$0.00
<b>Total Equipment</b>				<b>\$0.00</b>
<b>Travel</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
				\$0.00
<b>Total Travel</b>				<b>\$0.00</b>
<b>Supplies</b>				
<b>Item</b>	<b>Description of Item</b>	<b>Quantity</b>	<b>Cost</b>	<b>Total</b>
Harm Reduction Supplies	Necessary harm reduction supplies to include syringes and pipes for program participants.			\$6,517.26

Daily Hygiene Care Items for Participants	Necessary personal hygiene care items for participants who are unable to purchase due to homelessness and/or living at 185% or below of poverty 2.0 x 10,000 visits			\$7,000.00
Food Beverages for Participants	Necessary beverage & healthy snacks for participants to consume while waiting or during a treatment session, attending a class or receiving other services at the facility 1.0 x 12,500 visits			\$7,708.33
Technology	computers for staff, i-pads for street outreach, Microsoft packages for all computers, anti-virus software, HIPAA confidential dropbox services			\$4,252.00
				\$25,477.59
Operating				
Item	Description of Item	Quantity	Cost	Total
Rent/Mortgage	11,585 per month x 12 months	12	\$ 11,585.00	\$139,020.00
Utilities	utilities include phone, internet connection, electric, waste management, gas, sewer, etc fixed site utilities 2,000 x 12	12	\$ 1,500.00	\$18,000.00
Total Operating				\$157,020.00
Other				
Item	Description of Item	Quantity	Cost	Total
				\$0.00
Total Other				\$0.00
TOTAL DIRECT COSTS (Personnel, Subcontracts, Equipment, Travel, Supplies, Operating, & Other)				\$208,697.47
Indirect				
Item	Description			Total
Indirect rate (if applicable):	CNDC has an approved 14.7% indirect rate			\$30,678.53
TOTAL INDIRECT COSTS				\$30,678.53
CITY GENERAL FUNDS TOTAL BUDGET				\$239,376.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/23/2025

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

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

<b>PRODUCER</b> IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202		<b>CONTACT NAME:</b> IMA Denver Team <b>PHONE (A/C, No, Ext):</b> 303-534-4567 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> DenAccountTechs@imacorp.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Zurich American Insurance Company	
		<b>INSURER B:</b> Pinnacol Assurance	
		<b>INSURER C:</b> Alliance of Nonprofits for Insurance, Risk Retenti	
		<b>INSURER D:</b> Swiss Re Corporate Solutions México Seguros S.A. d	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 1795170267

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEXUAL <input checked="" type="checkbox"/> MISCONDUCT INCL. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			202414013	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
C	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202414013	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			202414013UMB	3/1/2024	3/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC932782003 4024004	12/1/2024 12/1/2024	12/1/2025 12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Blanket Personal Property & EDP Combined			CWB00242230014013	3/1/2024	3/1/2025	Limit Deductible SPC Form/RC \$718,730 \$1,000

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

Cyber Liability Coverage: Policy #H24NGP21262603  
 Effective Dates: 1/1/2024 - 3/1/2025 Insurer: Houston Casualty Company  
 \$1,000,000 Limit 3rd Party; \$1,000,000 Limit 1st Party; \$5,000 Retention  
 Retro Date: 12/1/2017

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured on the General Liability and Automobile Liability Policies, if required by written contract or agreement, subject to the policy terms and conditions.

## CERTIFICATE HOLDER

## CANCELLATION

City and County of Denver Dept of Public Health and Environment  
 Division of Shared Services & Business Operations  
 101 W. Colfax Ave., Suite 800  
 Denver CO 80202

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

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After recording, return to:

Division of Real Estate

City and County of Denver

201 West Colfax Avenue, Dept. 1010

Denver, Colorado 80202

**Project Description:** \_\_\_\_\_

**Asset Mgmt No.:** \_\_\_\_\_

## **EXHIBIT E - FORM OF SUBORDINATION AGREEMENT**

**THIS SUBORDINATION AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between, **DENVER DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT**, (“Lender”), and **COLORADO NONPROFIT DEVELOPMENT CENTER**, a Colorado nonprofit corporation (hereinafter referred to as “Borrower”), whose address is 2590 Welton Street, Denver, Colorado 80205, in favor of the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (hereinafter referred to as the “City”), whose address is c/o City Attorney’s Office, 201 W. Colfax Ave., Dept. 1207, Denver, Colorado 80202.

### **R E C I T A L S**

A. Borrower executed a deed of trust in favor of Lender (“Deed of Trust”) dated \_\_\_\_\_ and recorded on \_\_\_\_\_ at Reception No. \_\_\_\_\_ of the real property records in the office of the Clerk and Recorder of the City and County of Denver, Colorado, encumbering in part the following described property (the “Property”):

**See Exhibit A, attached hereto and incorporated herein.**

B. Borrower has granted to City certain easements in the forms attached hereto as **Exhibit B** (“Easements”).

C. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Deed of Trust be subordinated to the Easements.

**NOW, THEREFORE**, for and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The Deed of Trust, together with amendments, extensions or renewals thereof, shall unconditionally be subject to, and at all times be subordinate to the Easements, and to all renewals, modifications or extensions thereof.

2. This Agreement shall be controlling with regard to the priority of the Easements

and the Deed of Trust specified above, and the terms hereof shall supersede any provisions contained in the Deed of Trust regarding subordination.

3. Borrower and Lender understand that the City may not have accepted the Easements without this Subordination Agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**[SIGNATURE PAGES AND EXHIBIT PAGES FOLLOW]**

**LENDER**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was duly subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_ as Executive Director of the Denver Department of Public Health and Environment, for and on behalf of Lender.

Witness my hand and official seal.  
My commission expires:

---

Notary Public

**BORROWER:**

**COLORADO NONPROFIT DEVELOPMENT  
CENTER**, a Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

The foregoing instrument was duly subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025, by \_\_\_\_\_, as \_\_\_\_\_ of the Colorado Nonprofit Development Center, for and on behalf of Borrower.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_.

---

Notary Public

**EXHIBIT A  
TO  
SUBORDINATION AGREEMENT  
(Legal Description)**

**LEGAL DESCRIPTION (To be provided)**

Also known at street and number: TBD, Denver, Colorado 80205

**EXHIBIT B  
TO  
SUBORDINATION AGREEMENT**

(Exceptions)

**[TO BE PROVIDED ]**