

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.**, a Colorado nonprofit corporation, whose principal office address is 6240 Smith Road, Denver, Colorado 80216, US (the “Contractor”), individually a “Party” and jointly the “Parties.”

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Human Services (“Agency” or “DHS”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. 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 this Agreement and in accordance with the terms of this Agreement.
3. **TERM**: This Agreement will commence on March 23, 2024, and will expire, unless sooner terminated, on December 31, 2024 (the “Term”).
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. Amounts billed may not exceed the budget amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
 - 4.3. **Invoicing**: The 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. In the event that there is a dispute pertaining to an invoice the City will pay the invoice less the disputed amount and the City will not pay the disputed amount until the dispute is resolved to the City’s satisfaction. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.
 - 4.4. **Maximum Contract Amount**
 - 4.4.1. Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed **THREE MILLION TWO HUNDRED THIRTY-THREE**

THOUSAND TWO HUNDRED FIFTY-TWO DOLLARS AND ZERO CENTS (\$3,233,252.00) (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 the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under this Agreement.

4.4.2. 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 this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

- 5. LICENSE:** During the Term of this Agreement, for the sole purpose of performing the services described herein, the City hereby grants to the Contractor, its agents and invitees, a revocable license for the occupancy and use of that certain portion of City-leased real property located at 3629 West 29th Street, Denver, Colorado 80211 as further described and set forth in **Exhibit C**, Lease, attached and incorporated by this reference (the “Premises”). Contractor shall occupy and use the Premises pursuant to the terms and conditions set forth in **Exhibit C** for the sole purpose of performing its services under this Agreement. Upon expiration or earlier termination of the Term, the Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises within thirty (30) days from such date of expiration or date of earlier termination.
- 6. PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the Director to monitor and review the Contractor’s performance under this Agreement. The Contractor shall make available to the City for inspection 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 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**
 - 8.1.** The Parties have the right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other Party. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director. A termination shall be deemed “with cause” when it is based on a material breach of the covenants or a substantial default under this Agreement which has not been corrected or resolved to the satisfaction of the non-breaching or non-defaulting party within a reasonable time specified

by the non-breaching or non-defaulting party in a written notice to the breaching or defaulting party.

- 8.2. Notwithstanding the preceding paragraph, the City may terminate this 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, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.
 - 8.3. The City is entering into this Agreement to serve the public interest. If this Agreement ceases to further the City's public interest, the City, in its sole discretion, may terminate this Agreement, in whole or in part, for convenience by giving written notice to the Contractor.
 - 8.4. Upon termination of this 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 this Agreement.
 - 8.5. If this 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 this 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 AND AUDITS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.
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 this Agreement constitutes a waiver of any other breach.

11. INSURANCE

11.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. 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 require 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, the 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. The 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.

11.2. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. 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 the 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.

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

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

- 11.5. Subcontractors and Subconsultants:** The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.
- 11.6. Workers' Compensation and Employer's Liability Insurance:** The 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.
- 11.7. Commercial General Liability:** The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.
- 11.8. Automobile Liability:** The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.
- 11.9. Cyber Liability:** The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.
- 11.10. Commercial Crime including Client Coverage:** Contractor shall maintain minimum limits of \$1,000,000 in commercial crime coverage. Coverage shall include theft of City's money, securities or valuable property by contractor's employees, including any extended definition of employee. Policy shall include Client Coverage. The City and County of Denver shall be named as Loss Payee as their interests may appear.

12. DEFENSE AND INDEMNIFICATION

- 12.1.** The Contractor hereby agrees to defend, indemnify, reimburse and hold harmless the 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, including injuries or death of any person rightfully on the Premises for any purpose whatsoever, arising out of, resulting from, or relating to the services performed and the occupancy and use of the Premises 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 the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

- 12.2.** The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.
- 12.3.** The Contractor will defend any and all Claims which may be brought or threatened against the City and will pay on behalf of the 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 the City will be in addition to any other legal remedies available to the City and will not be the City's exclusive remedy.
- 12.4.** Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.
- 12.5.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.
- 13. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*
- 14. 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 this Agreement and shall not allow any lien, mortgage, judgment, or execution to be filed against City property.
- 15. 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 Director's prior written consent. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate this 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 subconsultant, subcontractor, or assign.
- 16. INUREMENT:** The rights and obligations of the Parties to this 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 this Agreement.
- 17. NO THIRD-PARTY BENEFICIARY:** Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this 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 this Agreement is an incidental beneficiary only.

18. 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 that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

19. SEVERABILITY: Except for the provisions of this Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of this Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the Parties can be fulfilled.

20. CONFLICT OF INTEREST

20.1. No employee of the City shall have any personal or beneficial interest in the services or property described in this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. § 2-51, *et seq.*, or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

20.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

21. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the Contractor at the address aforementioned and to the City at the addresses below:

Executive Director, Department of Housing Stability
201 W. Colfax Ave., 6th Floor
Denver, CO 80202

With copies to:

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

Notices to Contractor at the address below:

Catholic Charities and Community Services of the Archdiocese of Denver, Inc.
6240 Smith Road
Denver, Colorado 80216

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.

22. WAGE REQUIREMENTS: This Section shall apply to certain covered services provided to the City on City-owned or leased properties as defined and required by law. The Contractor shall be solely responsible for determining which, if any, wage language applies and compliance therewith. The Contractor's failure to perform, as required, may, in addition to other remedies set forth in this Agreement, result in readjustment of the amount of funds the City is otherwise obligated to pay to the Contractor pursuant to the terms hereof.

22.1. COMPLIANCE WITH DENVER WAGE LAWS: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

22.2. PAYMENT OF PREVAILING WAGES: Employees of the Contractor or the Contractor's subcontractors may be subject to the payment of prevailing wages pursuant to § 20-76, D.R.M.C., depending upon the nature of their work. By executing this Agreement, the Contractor covenants and affirms that the Contractor is familiar with the prevailing wages provisions and is prepared to pay or cause to be paid prevailing wages, if any, required by the scope of work of the Contractor or the Contractor's subcontractors.

22.2.1. PREVAILING WAGE REQUIREMENTS

22.2.1.1. The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered.

22.2.1.2. Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this

Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under this Agreement. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

22.2.1.3. The Contractor shall prominently post at the work site the current prevailing wage and fringe benefit rates. The posting must inform workers that any complaints regarding the payment of prevailing wages or fringe benefits may be submitted to the Denver Auditor by calling 720-913-5000 or emailing auditor@denvergov.org.

22.2.1.4. If the Contractor fails to pay workers as required by the Prevailing Wage Ordinance, the Contractor will not be paid until documentation of payment satisfactory to the Auditor has been provided. The City may, by written notice, suspend or terminate work if the Contractor fails to pay required wages and fringe benefits.

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

24. GOVERNING LAW; VENUE: This 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 this 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 this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

25. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.

26. NO DISCRIMINATION IN PROGRAM ASSISTANCE: In connection with the performance of work under this Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

27. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES: The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

- 28. COMPLIANCE WITH ALL LAWS:** The 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.
- 29. LEGAL AUTHORITY:** The 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 this Agreement. Each person signing and executing this Agreement on behalf of the Contractor represents and warrants that he has been fully authorized by the Contractor to execute this Agreement on behalf of the Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions of this Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate this Agreement if there is a dispute as to the legal authority of either the Contractor or the person signing this Agreement to enter into this Agreement.
- 30. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.
- 31. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 32. INTELLECTUAL PROPERTY RIGHTS:** The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, 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 and shall assign such rights over to the City upon completion of the Project. 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. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, “Contractor Materials”), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

- 33. SURVIVAL OF CERTAIN PROVISIONS:** The terms of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of this Agreement survive this 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.
- 34. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to this Agreement or to services performed pursuant to this Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Director. Any oral presentation or written materials related to services performed under this Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.
- 35. CONFIDENTIAL INFORMATION**
- 35.1.** "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.
- 35.2.** The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information ("Regulated Data") in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.
- 35.3.** Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party's possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under

this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

35.4. Nothing in this Agreement shall in any way limit the ability of the City to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including Confidential Information, may be subject to the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to the City for disclosure of confidential materials, the City shall advise the Contractor of such request in order to give the Contractor the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If the Contractor objects to disclosure of any of its material, the Contractor shall identify to the City the legal basis under the Act for any right to withhold. In the event of any action or the filing of a lawsuit to compel disclosure, the Contractor agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved, the City will tender all material to the court for judicial determination of the issue of disclosure. The Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of the Contractor’s intervention to protect and assert its claim of privilege against disclosure under this Article, including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs, and damages that the City may incur directly or may be ordered to pay.

36. BACKGROUND CHECKS: The Contractor shall not hire, retain, or knowingly engage or permit the services of any supervisor, employee, volunteer, agent, or subcontractor who is an adult (eighteen years of age or older) who has been charged or convicted with a violent crime, including domestic violence, assault, child abuse/neglect or any criminal attempts, solicitations, trafficking, or conspiracies relating to the same, and any crime or crimes, whether a felony or a misdemeanor, that involve children or youth. A “conviction” shall mean a plea of guilty, a plea of nolo contendere, a finding of guilt, a default judgment, or a deferred judgment and sentence. The Contractor shall use every reasonable means available to confirm through a national criminal background checks, that any supervisor, employee, volunteer, agent, or subcontractor who is an adult engaged in any Work under Agreement or having contact with youth working under this Agreement, have not been convicted or charged as set forth above and shall immediately and fully inform the Executive Director of Department of Human Services (“Executive Director”) if the Contractor becomes aware of any such conviction or charge. The Contractor shall provide proof of said background checks to the Executive Director upon request. If such a criminal conviction exists and the Contractor believes there are extenuating circumstances that should be considered, the Contractor may request, in writing, that the Executive Director waive the restrictions of this paragraph in light of policies set forth in C.R.S. Section 24-5-101, as amended, pertaining to the effect of criminal convictions on employment rights. Any waiver shall be in the absolute discretion of the Executive Director. Acknowledging and agreeing that the City has no meaningful control over any adult supervisor, employee, volunteer, agent, or

subcontractor the Contractor may engage in this Work or allow to have contact with youth working under this Agreement, the Contractor agrees to release and waive any claims or defenses which they could or may potentially assert against the City arising from or related to any failure to comply with this Sub-section or failure to achieve the purpose of this Sub-section to protect children and youth working under this Agreement.

37. PROTECTED INFORMATION AND DATA PROTECTION

37.1. Compliance with Data Protection Laws: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection, disclosures, processing, and privacy as they apply to the Contractor under this Agreement, including, without limitation, applicable industry standards or guidelines based on the data's classification relevant to the Contractor's performance hereunder and, when applicable, the most recent iterations of § 24-73-101, et seq., C.R.S.; § 24-85-103 (2.5), C.R.S.; IRS Publication 1075; the Health Information Portability and Accountability Act (HIPAA); the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all Criminal Justice Information; the Colorado Consumer Protection Act; and the Payment Card Industry Data Security Standard (PCI-DSS), (collectively, "Data Protection Laws"). If the Contractor becomes aware that it cannot reasonably comply with the terms or conditions contained herein due to a conflicting law or policy, the Contractor shall promptly notify the City.

37.2. Personal Information: "PII" means personally identifiable information including, without limitation, any information maintained by the City about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§ 24-73-101, C.R.S. "PII" shall also mean "personal information" as set forth at § 24-73-103(1)(g), C.R.S. If receiving PII under this Agreement, the Contractor shall provide for the security of such PII, in a manner and form acceptable to the City, including, without limitation, City non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, and security audits. In addition, as set forth in § 28-251, D.R.M.C., the Contractor, including, but not limited to, the Contractor's employees, agents, and subcontractors, shall not collect or disseminate individually identifiable information about the national origin, immigration, or citizenship status of any person, over and above the extent to which the City is required, under this Agreement, to collect or disseminate such information in accordance with any federal, state, or local law.

37.3. Safeguarding Protected Information: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy, or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the

data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S.

37.4. Data Access and Integrity: The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards necessary and appropriate to ensure compliance with the standards, guidelines, and Data Protection Laws applicable to the Contractor's performance hereunder to ensure the security and confidentiality of all data. The Contractor shall protect against threats or hazards to the security or integrity of data; protect against unauthorized disclosure, access to, or use of any data; restrict access to data as necessary; and ensure the proper use of data. The Contractor shall not engage in "data mining" except as specifically and expressly required by law or authorized in writing by the City. All data and Protected Information shall be maintained and securely transferred in accordance with industry standards. Unless otherwise required by law, the City has exclusive ownership of all data it discloses under this Agreement, and the Contractor shall have no right, title, or interest in data obtained in connection with the services provided herein.

37.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or

electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

- 37.6. Software and Computing Systems:** At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.
- 37.7. Background Checks:** The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.
- 37.8. Subcontractors and Employees:** If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.
- 37.9. Security Breach:** If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City ("Security Breach"), the Contractor shall notify the City in the most expedient time and without

unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

37.10. Request for Additional Protections and Survival: In addition to the terms contained herein, the City may reasonably request that the Contractor protect the confidentiality of certain Protected Information or other data in specific ways to ensure compliance with Data Protection Laws and any changes thereto. Unless a request for additional protections is mandated by a change in law, the Contractor may reasonably decline the City's request to provide additional protections. If such a request requires the Contractor to take steps beyond those contained herein, the Contractor shall notify the City with the anticipated cost of compliance, and the City may thereafter, in its sole discretion, direct the Contractor to comply with the request at the City's expense; provided, however, that any increase in costs that would increase the Maximum Contract Amount must first be memorialized in a written amendment complying with City procedures. Obligations contained in this Agreement relating to the protection and confidentiality of any disclosed data shall survive termination of this Agreement, and the Contractor shall continue to safeguard all data for so long as the data remains confidential or protected and in the Contractor's possession or control.

38. PROTECTED HEALTH INFORMATION: The Contractor shall comply with all legislative and regulatory requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); the Health Information Technology for Economic and Clinical Health Act ("HITECH"); 42 CFR Part 2; the privacy standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160 and 164, subparts A and E; and the security standards adopted by the U.S. Department of Health and Human Services, as amended, 45 C.F.R. parts 160, 162 and 164, subpart C (collectively, "HIPAA Rules"). The Contractor shall implement all necessary protective measures to comply with HIPAA Rules, and the Contractor hereby agrees to be bound by the terms of the Business Associate Agreement attached hereto and incorporated herein by reference as **Exhibit D**. The Contractor shall not use protected health information or substance use treatment records except as legally necessary to fulfill the purpose of this Agreement and shall hold the City harmless, to the extent permitted by law, for any breach of these regulations. This Section shall survive the expiration or earlier termination of this Agreement, and the Contractor shall ensure that the requirements of this Section are included in any relevant subcontracts.

39. TIME IS OF THE ESSENCE: The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.

40. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

41. **CITY EXECUTION OF AGREEMENT**: This 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.
42. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS**: This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
43. **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.
44. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
45. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, City and County of Denver and Archdiocese of Denver Lease Agreement; **Exhibit D**, HIPAA/HITECH BAA.

Contract Control Number: SOCSV-202473195-00
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: SOCSV-202473195-00
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

By: DocuSigned by:
DARREN WALSH
3E54A97573204F1... _____

Name: DARREN WALSH
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Catholic Charities
EXHIBIT A
SCOPE OF WORK
 Jaggaer No. SOCSV-202473195-00

I. OVERVIEW

Contractor Name	Catholic Charities and Community Services of the Archdiocese of Denver, Inc.
Business Address	6240 Smith Rd, Denver, CO 80216
Contractor Website	www.ccdenver.org
Program Name	Mullen Home – Newcomer Temporary Housing & Support
Services Summary	<p>Services to meet the current and evolving needs for migrants who have decided to stay in Denver, Colorado as newcomers to the city.</p> <p>Services in this scope pertain to the following domains:</p> <ul style="list-style-type: none"> • Temporary Family Housing for newcomer families • Site Operations and Management • Food Provision
Contract Term	03/23/2024 - 12/31/2024
Fiscal Term	03/23/2024 - 12/31/2024
Budget Total	\$3,233,252
Division	Administration
Program	Migrant Shelter Support Services (MSSS)/ Newcomer Program
Funding, Funding Type	Border Crisis Response Fund, local funds
CCD Contract # (Legacy #)	SOCSV-202473195-00

II. BACKGROUND AND PURPOSE

- a. In December 2022, Denver began experiencing a significant influx in the number of newly arriving immigrants, primarily from Central and South America. To avoid a humanitarian crisis, the City and County of Denver (City) activated several emergency shelters. Throughout 2023, the city has experienced a continued and fluctuating flow of newly arriving immigrants, some of whom are planning to stay in Denver long term as new residents in the city (i.e., newcomers).
- b. Many of the arriving newcomers are single parents or families with one or more young children who are looking to establish their family in Denver and live in our community long-term, or pregnant people and their family. These newcomer families need initial support to ensure their basic needs are met so that they



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can focus on accessing critical resources and pursuing housing and employment opportunities necessary to building a sustainable life in Denver.

- c. Under this Agreement, Mullen Home will provide time-limited temporary housing, food provision, and support services to immigrant families who plan to stay as newcomers in Denver, as identified and referred by the Emergency Migrant Shelter Program.
- d. Services provided in this Agreement provides temporary housing for approximately 200 people, including babies and children, across 90 units.

III. FOCUS POPULATION(S)

- a. Contractor shall provide services for the following focus population(s):
 - i. Recently arrived immigrant families or pregnant and expecting families, as identified and referred from the Emergency Migrant Shelter Program and City partners in collaboration with Contractor as the operating entity.
 - Referred families are identified as needing additional time to achieve long-term stability, including housing stability, and other referral criteria such as:
 - i. Pregnant persons or expecting parents;
 - ii. Working parents;
 - iii. Multiple children under age 14;
 - iv. Desire to stay in Denver long term (i.e. newcomers); and/ or
 - v. Other criteria as determined by the City in collaboration with City partners and contractors.
 - ii. Referral criteria may be adjusted during the contract term, except for the primary criteria of serving immigrant families with children under the age of 14 and/or pregnant and expecting families. These primary criteria may not be changed without the agreement of the Contractor in writing.
 - iii. Contractor shall collaborate with the City on Mullen Home guest referral criteria in alignment with the Mullen Home site purpose and mission.
 - iv. These populations will be referred to collectively as “families,” “households,” or “guests.”
- b. Contractor shall accept referrals and follow City eligibility policy, including the following eligibility requirements:
 - i. Families must be able to provide an Alien Registration Number (A-number) as assigned by the Department of Homeland Security.
 - ii. Families must currently reside in Emergency Migrant Shelter Program and meet one or more qualifying criteria as described in III.a.i, III.a.ii.



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- c. Contractor shall provide services for referred families at a temporary housing site located in the West Highland neighborhood, District 1.

IV. SERVICES

- a. Temporary Family Housing. Contractor shall provide time-limited temporary housing and shelter services to newcomer households for up to 90 days, or as otherwise permitted by City length of stay policy and communicated in writing.
- b. Mullen Home Site Operations. Contractor shall manage site operations directly and coordinate all activities and professionals on-site.
 - i. Site compliance. Contractor shall coordinate with the City and, as necessary, with the Archdiocese of Denver (AOD), to notify the absence of or otherwise obtain required inspections, permits, and approvals to ensure compliance with all applicable building, fire, zoning, and safety codes.
 - Contractor shall keep City program contact informed of regulatory status of site and work collaboratively with responsible city agencies to resolve any obstacles to compliance proactively.
 - Contractor shall notify the City of the need to post or provide notice of evacuation routes and safety procedures throughout Contractor site.
 - ii. Site maintenance. Contractor shall maintain effective site use day-to-day and alert the City of any necessary maintenance, improvements, or safety concerns to be managed jointly between Contractor and the City depending on the area of concern.
 - Contractor shall complete a General Services facilities ticket with the City to address non-urgent maintenance requests. Procedures to notify a need for any emergency maintenance on-site shall be developed and maintained by Contractor for staff use.
 - While the City shall provide regular cleaning and janitorial services on an established schedule with Contractor, Contractor staff shall supplement cleaning and janitorial services on-site throughout the day in between scheduled cleanings.
 - Contractor shall monitor site safety equipment for function and accessibility and shall promptly notify the City when safety equipment is not in working condition. This includes visible fire extinguishers and functioning fire alarms are monitored and checked monthly.
 - If specialty cleanings or deep cleanings are necessary, Contractor shall notice the City.



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- In no event shall the Contractor nor the City allow for the formation, construction, or erection of any structures or camps on site (i.e., leased premise) or surrounding grounds.
- iii. Site capacity. Contractor shall maximize availability of bed space across Mullen Home units with consideration for keeping families together in rooms or across multiple rooms. In no event shall site capacity exceed 300.
- iv. Site accessibility. Contractor shall monitor for and preserve site accessibility for guests with disabilities throughout the site and consider guest ADA accommodations when assigning rooms. Contractor shall coordinate with the City to address any accessibility gaps or maintenance to accessible features on-site as needed.
- v. Lessor rights. Contractor shall maintain site environment and notify issues which would impact the AOD's quiet enjoyment of the property and surrounding neighbors, as required by the lease agreement (Exhibit C). This includes, but is not limited to, the following examples: parties on site, using musical instruments, playing loud music, making loud noises, singing, using any bubble-making machine, or organizing, authorizing, permitting, or participating in any way in any public rallies, demonstrations, or other unauthorized gatherings.
 - Contractor shall monitor for disruptions and other issues related to Lessor rights and shall notify the City promptly of incidents which require further attention.
 - Contractor shall coordinate with security on site to maintain site environment.
- c. Site Management and Staffing. Contractor shall provide comprehensive site management and staffing, ensuring guests are cared for and Mullen Home is clean, safe, and well-maintained.
 - i. Staffing. Contractor shall appropriately staff Mullen Home for the hours of operation agreed upon with the City and established in policy. Contractor shall:
 - Ensure there is staff at Mullen Home 24/7 including overnight staff, unless otherwise authorized by the City program contact in writing.
 - Maintain staff ratios in response to the Mullen Home guest census, as approved by the City program contact. At minimum, Contractor shall ensure at least one staff is present per active floor on-site.
 - Prioritize recruiting, hiring, training, and retaining bilingual staff. Further, Contractor will engage subcontractor(s) or community



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- services to provide language access for guests speaking languages or dialects outside of active staff skillsets.
- ii. Guest intake. Contractor shall have staff present to greet all incoming households and shall complete guest intakes, including:
 - Coordinate referrals for new intakes with City-authorized referring partners;
 - Collect guest information and maintain guest records in preparation and upon guest arrival; and
 - Conduct intakes and complete guest or household intake form.
 - Contractor shall be prepared to share Mullen Home guest information and census data with the City for program management or billing purposes, upon request.
 - iii. Mullen Home orientation. Contractor shall provide all incoming households with an orientation to living at Mullen Home on the day of arrival, or at minimum within 24 hours of arriving on-site. Orientation shall include but is not limited to:
 - Showing new households around the property, community spaces, and assigned room(s);
 - Providing necessities for their stay, including issuing a room key for assigned room and other critical site access information, as well as new linens, including sheets, pillows, towels, and blankets if needed;
 - Reviewing Mullen Home program guidelines and expectations, including stay policies, for families (i.e., guests);
 - Providing Mullen Home emergency action plans, evacuation routes, procedures, and safety protocols; and
 - Providing guest wi-fi login information, if available.
 - iv. Guest care and support. Contractor shall maintain a supportive presence on-site for all guests living at Mullen Home. This includes crisis management and conflict resolution.
 - Contractor shall manage and distribute any mail arriving at Mullen Home for guests.
 - v. Safety of guests and children/minors on-site. Contractor shall develop and implement safety procedures which prioritize the wellbeing of all guests. This includes emergency action planning, evacuation planning, and incident reporting.
 - Contractor shall complete site maintenance requests with the City to address any safety concerns, including safety concerns where minors are at greater risk.



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- Contractor shall engage staff and professionals with the appropriate experience to support the health and safety of children on-site.
- Contractor shall engage Denver Department of Public Health and Environment (DDPHE), Denver Health, and other professionals as needed to address site health and safety issues including managing for emergent issues or contagions, such as lice, bedbugs, or communicable illnesses.
- Contractor shall refer other individual guest health care to the established nurse line or to a case management agency.
- vi. Guest laundry services. Contractor shall ensure laundry services are provided for bedding, towels, and other site linens, as well as guest personal items.
 - Maintain on-site laundry facilities, including soap and detergent or engage a local laundromat to fulfill laundry services.
 - The commercial-grade laundry machines on-site can only be operated by a trained operator. Contractor shall identify staff to receive training to operate commercial-grade machines.
 - All other machines on-site may be utilized and operated by guests.
- vii. Guest discharges. Contractor shall properly notice guests on impending discharge dates and complete a guest check out per household in alignment with Contractor policy.
- viii. Training. Contractor shall establish training requirements and provide training for all staff working with or supporting Mullen Home guests, ensuring they receive the training necessary to perform their role or function on-site or administratively. Required trainings may include site operations training, guest services training, after hours and site emergency training, language access training, and trauma-informed engagement training.
 - Additional training which may be relevant includes data management and HIPAA or PPI/PHI privacy trainings.
- ix. Volunteers. Contractor use of volunteers must be vetted and authorized by the City program contact. Contractor shall be responsible for volunteer coordination and volunteer management, including recruiting, screening, orienting, training, and/or otherwise coordinating any volunteer activities.
 - Contractor shall complete required documentation for volunteers as well as provide necessary privacy and safety trainings to volunteers ahead of any volunteer work.



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- d. Cultural Responsiveness and Trauma-informed Services.
 - i. Contractor shall provide all services as described in this Agreement in a manner culturally appropriate and consistent with the City's commitment to equity values, which encompass inclusion, engagement, equitable programming, accountability, transparency, and the promotion of intersectional, inclusive, and accessible programs and strategies.
 - ii. Contractor shall ensure all staff provide services through a trauma-informed approach with an emphasis on harm reduction. Staff shall be trained and continually coached to better understand trauma so they can be sensitive and responsive to families with care for the trauma they very likely experienced before arriving at Mullen Home.
 - iii. Contractor shall ensure services are client-centered and strive to meet the unique needs of each household staying at Mullen Home, within reason.

- e. Food Provision. Contractor shall provide food and refreshments as detailed:
 - i. Guest meals. Prepare or purchase and deliver hot and cold meals including beverages for two meals, at minimum, daily.
 - Contractor may choose to engage a professional vendor or seek to receive approval in writing to prepare food on-site in the Mullen Home commercial kitchen.
 - Contractor shall ensure that guests do not use the commercial kitchen.
 - Use of hot plates, rice cookers, kettles, toasters, microwaves, ovens, or grills is not allowed on-site unless otherwise approved by the City and the AOD in writing.
 - ii. Youth lunches. Contractor shall continue to work with the City's non-profit partners and contracted food vendors to provide lunches to children at Mullen Home every day.
 - Children ages 6-17 to receive lunch on weekends, and weekdays if school is not in session.
 - Children under five to receive lunch seven (7) days a week.
 - iii. Baby food. Contractor will ensure availability of baby formula and baby food for babies and children who are not yet eating solid food. This includes coordinating any necessary prescription formula. These supplies will be provided to parents.
 - iv. Snacks. Contractor shall provide snacks for guests under age 14, as well as for any guests who have medical conditions requiring snacks or guests who may need to be medically isolated.

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- v. Food safety. Contractor shall comply with City and County of Denver restaurant/ food standards for health and safety of guests.
- Contractor shall ensure any staff involved in food provision receive the necessary trainings and follow protocols to maintain food safety. Meals will be prepared following ServSafe guidelines (www.servsafe.com/) and all public health requirements for food safety.
 - All personnel handling food, whether Contractor staff, subcontractors, or food providers, shall be required to wear food-grade disposable gloves and follow public health guidelines.
 - The quality of food provided to guests shall be monitored by Contractor in partnership with the City, including the Denver Department of Public Health & Environment (DDPHE). This may include checking food for appropriate storing and serving temperatures, correct and safe storage of food, and timely disposal.
- vi. Menus. Contractor shall provide food items that are generally acceptable to the guest population with options for vegetarian and other dietary restrictions. Contractor must incorporate feedback from guests into menu planning where possible and may be asked to make adjustments by the City program contact on occasion.
- Contractor shall provide special meals as required for newcomers under a doctor's care with proper documentation.
 - Food resources should be locally sourced when possible.
 - Contractor shall develop practices for effective documentation, communication, and accommodation of any guest-disclosed allergies to ensure guest safety.
- vii. Drinking water. Contractor shall provide readily available, clean drinking water (in the form of bottled water, water drinking containers at water/drink stations, and/or access to city drinking water). Contractor shall ensure water is provided in the most cost-effective manner possible.
- viii. Food provision supplies. Contractor shall maintain a supply for utensils, plates, and any additional items for food preparation and serving and is responsible for disposal of waste and cleaning of dishware/serving utensils.
- f. Equipment & Supplies. Contractor shall ensure Mullen Home, including staff and guests, are outfitted with the supplies necessary for safe operation and guest stays. Supplies may be sourced by Contractor through donations, purchase, or collaboration with the City as necessary to maintain effective and safe site operation.

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- i. Contractor shall manage an inventory of equipment and supplies where City-purchased items are distinguished from Contractor-purchased items. Expected supply inventories include:
 - Food provision supplies (e.g., gloves and disposable dishware);
 - Cleaning supplies (e.g., cleaning products, clean test materials, trash receptables, and liners);
 - Beds/bedding (e.g., beds, cots, sheets, pillows, blankets);
 - Bathroom and guest hygiene supplies (e.g., towels, paper towels, toilet paper, soap, shampoo, deodorant, toothbrushes/toothpaste, diapers, menstrual products);
 - Supplies for site maintenance including trash collection and emergency clean-up of spills, etc.
 - Personal Protective Equipment (PPE) and basic first aid; and,
 - Office supplies, including all necessary technology equipment to effectively perform operational duties and resource management.
 - ii. Contractor shall acquire and maintain all supplies necessary for the efficient and effective operation of Mullen Home as a temporary housing site, not excluding donated items. This is in addition to any City-purchased or provided supplies. At minimum, the list of supplies necessary for operation includes:
 - Beds and bedding (beds/cots/pillows/blankets)
 - Bathroom supplies and Personal Hygiene supplies (clothing, towels, paper towels, toilet paper, soap, shampoo, deodorant, toothbrushes, diapers, feminine hygiene products, etc.)
 - Personal Protection Equipment (PPE) for staff and guests
 - General office supplies for daily operations
 - Basic First Aid Supplies
 - iii. Where possible, Contractor is expected to prioritize eco-friendly supplies that are considered green or sustainable. This is especially desirable for disposable supplies like plates, cups, and utensils.
- g. Donations. Contractor shall coordinate with the City, City officials, and community partners or existing Catholic Charities networks to receive donations for necessary single-use and multi-use items. Donations are supplemental and may be used for supplies listed in supply inventory above.
- i. Contractor shall develop and maintain a standard practice for tracking and managing donations which ensure the effective collection and equitable distribution of donated items to guests.
 - ii. Anticipated community donations include items for guests such as clothing, shoes, hygiene supplies, linens, household items, and school



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supplies. Donations may be supplemented with Contractor supplies as necessary to meet emergency basic needs for guests.

V. CITY RESPONSIBILITIES

a. The City shall be responsible for providing or securing the following services to support the Site Maintenance and Operation of Mullen Home:

- i. Facilities and site maintenance. The Mullen Home site is managed as a City site under a separate lease agreement. The City is responsible for providing site maintenance.
- ii. Janitorial services. Provided on-site at least once a day, including:
 - Cleaning of congregate spaces, including hallways
 - Restocking of products and supplies for rooms, bathrooms, and common areas including supplies, trash removal, sanitizing of surfaces, and cleaning of floors.
 - Specialty and/or deep cleaning as needed (for example, a bed bug or lice infestation or severe illness outbreak like Flu, COVID, RSV, or other highly communicable disease)
- iii. Site security. The City shall ensure there is security on-site in accordance with the following specifications:
 - Unarmed security guard coverage shall be provided 24 hours per day, seven (7) days a week.
 - Security guards will be expected to coordinate on-site services and safety concerns with the Contractor as well as the City.
 - Oversee the work of the security guards, in collaboration with the Contractor.
- iv. Internet/ wi-fi services. The City shall provide internet and wi-fi access at Mullen Home for Contractor staff and guests, if feasible and cost effective.
- v. Signage. The City shall provide signage which shall be posted throughout Mullen Home to support guest navigation of the site, including emergency exits, private or no guest access spaces, resource signage in rooms, and other wayfinding as identified in partnership with Contractor. Signage will be provided in Spanish and English at minimum.

VI. COMMUNICATION AND COLLABORATION

a. Contractor shall:

- i. Engage frequently with City via the City program contact and other designated program staff through regular verbal and written communication, service collaboration, and updates regarding services and programs outlined in this Agreement.



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- ii. Communicate Mullen Home census and capacity with City program contact and City-authorized referring partners on a consistent basis as mutually agreed upon by all parties.
 - iii. Communicate site maintenance needs and/or safety concerns timely as instructed by the City based on priority or urgency.
 - iv. Attend and participate in meetings as requested by the City program contact.
 - v. Collaborate with other City contractors and partners performing work at or on behalf of Mullen Home, including janitorial and security services, and communicate to the City concerns or issues regarding performance of services.
 - vi. Not collect nor disclose confidential information related to this agreement except as necessary to perform services or as required by law. Contractor shall communicate any legal obligation to supply information to the City program contact prior to disclosure of any confidential information.
- b. The City shall:
- i. Attend and participate in meetings to facilitate service delivery.
 - ii. Communicate City policy and programmatic decisions which impact service delivery to Contractor with clear expectations regarding next steps for implementation.
 - Eligibility policy changes shall be communicated in writing by City program contact.

VII. KEY PERFORMANCE INDICATORS

- a. Output Measures
 - i. Daily Utilization
 - Number of households provided temporary housing
 - Number of individuals provided temporary housing
 - ii. Number of unique households served
 - iii. Number of meals provided per day, per guest
 - iv. Average length of stay at Mullen Home per household
 - v. Number and types of donations received
- b. Outcome Measures
 - i. Household discharge data and trends (why the household discharged/ where they went upon leaving Mullen Home)
- c. Quality Measures
 - i. Grievance metrics



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VIII. REPORTING

- a. Contractor shall submit the following reports by the dates indicated in the table below.

Report	Details	Frequency
1. Weekly Service Report	Report shall include daily utilization output measures for the site, as described in Section VII.a. Report shall also include a detailed section for Grievance reporting, including trends and outcomes such as the nature of complaints and their resolution.	Weekly
2. Incident Reports	Report shall detail any incidents that occur during the provision of the Agreement, citing who was involved, severity, need for emergency response services, incident status, resolution and lessons learned.	With each occurrence
3. Language Access Plan	One-time report that established an effective plan and protocol for the organization to follow when providing services to, or interacting with, individuals who have limited English proficiency.	Once 90 days after contract execution
4. Donations	Report shall include donated items specifically donated to or utilized at Mullen Home to support guests beyond the items purchased by the Contractor and/or the City.	Monthly

- b. Contractor shall submit reports timely to the City program contact.
- c. Contractor shall request report due date extensions in writing prior to a report deadline and the extension must be approved by the City.



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IX. ADMINISTRATIVE REQUIREMENTS

a. Policies and Procedures

- i. Contractor shall establish and maintain written policies and procedures to operationalize the services identified in this Agreement and demonstrate compliance with all pertinent federal, state, and local regulations.
- ii. All current policies and procedures shall be made available to the City program contact in electronic form.
- iii. All policies and procedures, including any revisions, shall be subject to the approval of the City program contact.
- iv. Contractor shall maintain an inventory of all implemented policies and procedures, including past versions that were at one time in effect.

b. Grievance Procedure

- i. A grievance procedure is a formal way for a guest or family to raise a problem or complaint to the Contractor.
- ii. Contractor shall develop and implement a public-facing grievance process which clearly outlines the steps involved in reviewing, addressing, resolving, and documenting grievances which may occur for Services as defined in this Agreement during the term of the contract.
- iii. Contractor shall document this procedure and must receive approval in writing for the proposed grievance procedure before it is implemented. This should be prioritized within the first 30 days of beginning services.
- iv. Guests and families receiving services must be properly notified of the grievance procedure once it is approved. This can be done through the Contractor's website, distribution of printed materials at time of service, or in other ways not yet contemplated, so long as it is accessible to the focus population(s) defined in this Agreement.
- v. Contractor shall promptly address grievances. The City program contact shall be consulted and notified of any grievances that cannot be resolved by the Contractor.

c. Language Access Plan

- i. A Language Access Plan (LAP) is a management document that outlines how the Contractor's program defines tasks to achieve language access and maintain compliance with federal law requirements for Title VI Language Access and corresponding Executive Orders from the Federal government and the City and County of Denver.
 - Contractor shall conduct an individualized assessment that examines the four factors of Language Access Planning.



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- Contractor shall develop a documented Language Access Plan to support language access for clients.
- Contractor shall collect data that identifies the language needs of the population served.

d. Background Checks

- i. Contractor shall provide background checks for all current and prospective employees of Contractor, and/or any subcontractor who has any direct contract with guests.
- ii. Contractor shall conduct background checks through an independent background third-party and must include the following:
 - Social Security number trace
 - Federal Criminal Records check (includes wants, warrants, arrests, convictions, and incarcerations)
 - Colorado Criminal check (includes wants, warrants, arrests, convictions, and incarcerations)
 - Criminal records check from other states if disclosed by the employee or the background check discloses that the employee had lived in another state within the last seven (7) years (includes wants, warrants, arrests, convictions, and incarcerations)
 - National Sex Offender Registry Search
 - All convictions, if any, for the last seven (7) years and may include additional convictions beyond seven (7) years when permitted and/or required by law.
- iii. If volunteers or students are used by Contractor, Contractor shall define specifically the services to be given by that individual.
- iv. Volunteers and students who are assigned to work directly with guests shall:
 - Be subject to reference checks similar to those performed for employment applicants.
 - Be supervised by Contractor's paid and qualified staff and report any concerns or issues to that staff.
 - Be oriented and trained in the confidential nature of their work and the specific job which they are to do prior to assignment.

e. Driver Requirements

- i. All drivers must, at minimum, meet background check standards as specified in this Agreement.
- ii. Contractor shall regularly monitor drivers for changes in background and driving records.



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- iii. Contractor shall immediately, upon discovery, discharge a driver from providing services under this Agreement if at any point in time criminal and/or vehicle code violations would disqualify the driver. No driver shall be permitted who has a Driving Under Influence (DUI) on their record.
 - iv. All drivers must carry full coverage insurance, abide by traffic laws, and ensure vehicles are in safe operating conditions at all times.
 - v. All drivers shall conduct themselves in a professional manner at all times.
- f. Vehicle Requirements
- i. Contractor shall ensure all vehicles are in full compliance with all relevant local, State, and Federal laws and regulations.
 - ii. Contractor shall ensure all vehicles are in safe operating condition at all times.
- g. Accident Reports
- i. All accidents which involve personnel while in operation pursuant to this contract shall be reported to the City immediately.
 - ii. Accidents involving injuries to guests, staff, subcontractors, or other persons shall be reported to the City immediately after Contractor is notified of same.
 - iii. Accident reports may be delivered verbally; however, a written report which includes all available and pertinent information must be provided by the Contractor as soon as reasonably possible after each occurrence, but in no event later than three (3) business days after the accident. Either the Police or Colorado Highway Patrol must be notified if required by law.
- h. Performance Management
- i. Contractor shall permit the City to carry out reasonable activities to review, monitor, and evaluate any of the procedures used by Contractor in providing or supplying services and make available for inspection all notes and other documents used in performing the services as described in this Agreement.
 - ii. Monitoring can and shall be performed by the City throughout the term of the Agreement as follows:
 - *Program or Managerial Monitoring* – a review of the quality of services being provided and the effectiveness of those services to address the needs of the program.



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- *Contractor Monitoring* – a review and analysis of current program information to determine the extent to which Contractor is achieving established contractual objectives and goals.
 - *Compliance Monitoring* – a review to ascertain if the terms of the Agreement, including any applicable federal, state and city legal requirements, are met.
 - *Financial Monitoring* - a review to ensure that costs are allocated and expended in accordance with the terms of the Agreement and may include site visits and inspection of invoicing procedures.
- iii. If the City gives notice, as a result of an audit or review relating to the fiscal performance of the Contractor including those performed by a DHS internal auditor, of any irregularities or deficiencies, the Contractor shall correct all identified irregularities or deficiencies within the designated time frame. If the identified irregularities or deficiencies cannot be corrected by the date designated by the City, then the Contractor shall so notify the City in writing and shall identify a date that the Contractor expects to correct the irregularities or deficiencies; provided, however, that the irregularities or deficiencies shall be corrected no later than ninety (90) days from the date of the City’s notice.
- i. Subcontractors
- i. Each approved service provider, subcontractor, subconsultant, or other approved person or entity engaged by the Contractor to provide services and supports under this Agreement will be subject to and will comply with City standards, policies and procedures for contract performance review and audits.
 - ii. Contractor shall comply with all requests from the City to obtain information from and conduct reviews or financial audits of approved service providers, subcontractors, subconsultants, and other approved persons or entities supplying Services under the Agreement.
 - iii. Contractor shall provide copies of audits and performance reviews, if any, of approved service providers, subcontractors, subconsultants, and all other approved persons or entities supplying services and supports prepared by any entity, other than the City Auditor or a DHS internal auditor, to the City program contact within thirty (30) days of the Contractor’s receipt.



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- j. Record-keeping
 - i. Contactor shall establish and maintain record-keeping policies in accordance with the requirements established by applicable state law or as reasonably required by the City, including the City Auditor, concerning the provision of services and expenditure of City Funds, including, but not limited to, establishing and maintaining financial and performance records with respect to all matters covered by this Agreement in sufficient detail and in a manner sufficient to conform to generally accepted accounting principles so as to allow audit of the expenditure of City funds received by the Contractor.
 - ii. Contractor shall retain such financial and performance records for a period of six (6) years from the date of final payment to the Contractor under this Agreement.

- k. Demobilization of Sheltering Services and Support Operations
 - i. The City may notify Contractor in writing, to develop a demobilization plan for the Temporary Housing services and supportive services as outlined in this Agreement. Demobilization means the complete or partial discontinuance of migrant sheltering support services by the Contractor, to include equipment and personnel, at the express direction of the City program contact.
 - ii. As soon as written notice is received by Contractor to demobilize, Contractor shall engage the City program contact to develop a plan that comports with any instructed policies and timelines at the time of demobilization to ensure the safety and wellbeing of guests which may be utilizing Contractor services, if any.
 - iii. Demobilization is not likely to but could include a transition of some or all services as described here. Contractor shall engage the City program contact at the time of demobilization as requested by the City to create an environment for a safe, smooth transfer.
 - iv. In the event the Contractor notifies termination of the Agreement, the Contractor shall develop a demobilization plan to stop or otherwise transition services in coordination with the City.

X. BUDGET

- a. Funding Information
 - i. Program Name: Migrant Sheltering and Support Services
 - ii. Funding Sources: Border Crisis Response Special Revenue Fund
 - iii. Federal Funding Allowability
 - This agreement may be funded with federal dollars provided to the City through FEMA's Shelter Services Program (SSP) or



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Emergency Food and Shelter Program (EFSP), the American Rescue Plan Act, or other federal sources.

b. Use of Government Funds

- i. Contractor shall spend funds provided under this Agreement in a way that serves the public interest, honors the public trust, and is consistent with services as described in this Agreement.
- ii. Contractor shall use funds provided under this Agreement for the purposes of effectuating the purposes of City law as this Agreement contemplates and as set forth in the scope of work.
- iii. If requested, Contractor shall establish and submit to the City an inventory list, in such format as designated by the City program contact and within thirty days of said request, of all Equipment and Controlled Assets purchased under this Agreement.
- iv. Contractor shall update said inventory list as necessary on a timely basis. The inventory shall specify the location of all Equipment and Controlled Assets purchased to supply the Services.
- v. Upon the expiration or earlier termination of this Agreement, unless the Agreement is extended by a written amendment executed by the Parties in the same manner as this Agreement, all Equipment and Controlled Assets purchased to supply the Services shall either be returned to the City or disposed of as the City shall direct.

c. Invoicing

- i. Invoices shall be completed and submitted on or before the 15th of each month following the month services were performed.
- ii. Contractor shall use an invoice format or template approved by the City.
- iii. Invoices shall be paid by the City net 15. Invoices must be approved before they are processed for payment.
 - In the event that there is a dispute pertaining to an invoice, the City will pay the invoice less the disputed amount and the City will not pay the disputed amount until the dispute is resolved to the City's satisfaction.
- iv. Invoice supporting documentation must be provided with each invoice and must meet City documentation requirements.
- v. Unless otherwise instructed, invoices shall be submitted to DHS_Contractor_Invoices@denvergov.org.



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d. Budget Modifications

- i. Budget line items may only be modified in accordance with the City and the Department of Human Services’ budget modification policy/ procedure. Modification shall not take effect until approved in writing.
- ii. Any proposed modifications that require an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by Contractor and the City in the same manner as this Agreement.

e. Payment Method

- i. Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.

f. Budget Table

Contractor		Program		Term
Catholic Charities		Migrant Sheltering & Supportive Services		03/23/2024 - 12/31/2024
Service	Newcomer Sheltering, Food Provision	Occupancy	200	
Location	Mullen Home			

Compensation - Personnel Salary & Benefits			
Staffing Category	Position Title	Full-Time Equivalent (FTE)	Contract Budget
Shelter Management	Chief Program Officer	0.10	\$213,081
	Operations Manager	1.00	
	Executive Director – Shelters & Clinical Services	0.40	
	Director – WES Strategic Initiatives	0.10	
	Director – WES Associate Operations	0.10	
	Director – Operations	0.40	
	Director – Kitchen & Warehouse Operations	0.10	
	Kitchen Manager	0.10	
	Warehouse Manager	0.10	
Shelter Staff	Shelter Supervisors	1.60	\$820,869
	Shelter Associates	15.00	
	Volunteer Coordinator	1.00	
Kitchen Staff	Kitchen Supervisor	0.40	\$682,396
	Catering Supervisor	1.00	
	Cooks	3.00	



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	Catering Drivers	8.00	
	HR Recruiter	0.50	
Subtotal, Personnel			\$1,716,346

Non-Personnel Direct Costs			
Type of Expense	Cost Detail		Contract Budget
Materials & Supplies	Program and office supplies including, but not limited to kitchen supplies, cleaning & laundry supplies, 8 cambros, 1 iPad		\$143,436
Travel	Reimbursement of staff personal vehicle mileage and parking		\$500
Subcontracts	Temporary staffing to cover shelter shifts, kitchen staff		\$160,900
	ViVe – bilingual shelter operations staff		\$307,111
Client Support	Items given directly to clients, including food costs		\$618,363
Other Direct Costs	Vehicle costs (amortization, insurance, fuel and maintenance costs) for food transport between kitchen, warehouse, shelter		\$22,715
	Staff Program/Project Training – direct program-related training materials and registration fees		\$7,500
	Shredding services		\$450
Subtotal, Non-Personnel Direct Costs			\$1,260,975

Total Direct Cost	\$2,977,321
Modified Total Direct Cost	\$2,559,310

Indirect Costs			
Type of Expense	Cost Detail		Contract Budget
Administrative/ Indirect Costs	Indirect Method: 10% de minimis Indirect Base: Modified Total Direct Cost	10%	\$255,931

Total Contract Budget	\$3,233,252
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g. Budget Definitions

- i. Salaries and Wages. Staff assigned to work specifically on the contracted activities. Funds may be used to reimburse staff salary and wages and for the prorated share of leave costs (PTO, vacation, sick, holidays, etc.). Funds may not be used to reimburse bonuses, severances, payouts of leave when an employee separated from job, or for staff who are on pre-disciplinary or disciplinary leave.
- ii. Fringe Benefits. Any monetary benefit an employer offers in exchange for an employee's service that does not include their salary. Funds may be used for the prorated share of payroll taxes (i.e., Social Security, Medicare, federal unemployment, state unemployment), insurance (i.e., medical, dental, vision, life, ADD/LTD, workers comp), and retirement plans.
- iii. Prorated Share. Salaries, wages, and fringe benefits that are based on records that accurately reflect the work performed and comply with the established policies and practices of a contractor's organization. Positions that do not work 100% of their time on the contracted activities must keep documentation that supports a reasonable allocation or distribution of costs among specific activities or cost objectives.
- iv. Direct Costs. Costs that can be identified specifically with the contracted program, project or activities and can be assigned relatively easily with a high degree of accuracy.
- v. Materials and Supplies. Tangible personal property to be used by contractor during the contract term that are not defined as equipment (useful life of over a year and over \$5,000/unit).
- vi. Equipment. Tangible personal property to be used by program personnel during the course of the contract that have a useful life of more than one year and costs \$5,000 or more per unit.
- vii. Travel. Costs for employees who travel on official business related to the contracted activities. The costs may only be reimbursed at federal uniform rates and mileage reimbursement may not exceed the approved federal (Internal Revenue Service or IRS) rate.
- viii. Subcontracts/Consultants. Includes all services performed by an independent contractor who is not affiliated or part of the organization. Subcontractors are any supplier, distributor, vendor, or firm that furnishes supplies or services to Contractor. A consultant is an individual retained to provide professional advice or services for a fee. Compensation for consultant services must be reasonable and consistent with that paid for similar services in the marketplace.



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- ix. Client Services. Costs directly benefiting a participant, through subsidy or purchase of services or supplies (i.e., rent/mortgage assistance, bus passes, food boxes, etc.).
- x. Other Direct Costs. Any other allowable costs that provide direct support to the program, project, or activities and cannot be easily included into the other categories.
- xi. Administrative/Indirect Cost Rate. Allocable portion of necessary and reasonable costs that benefit multiple programs or functions of an organization that cannot be readily identified as a direct cost (i.e., rent, utilities, general supplies, administrative expenses).
- xii. Modified Total Direct Cost (MTDC). All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subcontractor costs up to the first \$25,000 of each subcontract. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subcontract in excess of \$25,000.



CERTIFICATE OF LIABILITY INSURANCE

7/1/2024

DATE (MM/DD/YYYY)
7/6/2023

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

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

PRODUCER Lockton Companies 8110 E Union Avenue Suite 100 Denver CO 80237 (303) 414-6000	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%; text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : Homeland Insurance Company of New York</td> <td style="text-align: center;">34452</td> </tr> <tr> <td>INSURER B : Beazley Insurance Company, Inc.</td> <td style="text-align: center;">37540</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 : Homeland Insurance Company of New York	34452	INSURER B : Beazley Insurance Company, Inc.	37540	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															
INSURED 1520606 Archdiocese of Denver 1300 S. Steele St. Denver, CO 80210-2599															

COVERAGES **CERTIFICATE NUMBER:** 19315397 **REVISION NUMBER:** XXXXXXXX

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ XXXXXXXX
							MED EXP (Any one person)	\$ XXXXXXXX
							PERSONAL & ADV INJURY	\$ XXXXXXXX
							GENERAL AGGREGATE	\$ XXXXXXXX
							PRODUCTS - COMP/OP AGG	\$ XXXXXXXX
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	\$ XXXXXXXX
							BODILY INJURY (Per person)	\$ XXXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXXX
								\$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXXX
							AGGREGATE	\$ XXXXXXXX
								\$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ XXXXXXXX
							E.L. DISEASE - EA EMPLOYEE	\$ XXXXXXXX
							E.L. DISEASE - POLICY LIMIT	\$ XXXXXXXX
B A	Cyber Excess Cyber	N	N	W1F7B220601 720000857-0000	7/1/2023 7/1/2023	7/1/2024 7/1/2024	\$3,000,000 \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
 Catholic Charities of Denver 6240 Smith Road Denver, CO 80216. The General Liability, Automobile Liability and Umbrella Liability policies attach to the Excess Liability policy as noted above. The Crime policy attaches to the Excess Crime policy as noted above.
 The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Loss Payee on the crime policy, as per endorsement #22. The City and County of Denver, its elected and appointed officials, employees and volunteers are additional insured as respects to General Liability, Auto, and Umbrella policies, pursuant to and subject to the policy's terms, definitions, conditions and exclusions.

CERTIFICATE HOLDER 19315397 City and County of Denver Department of Human Services 1200 Federal Blvd, 4th Floor Denver CO 80204	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Exhibit C for SOCSV202473195-00

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation and home rule city of the State of Colorado, (the "City" or "Lessee"), and The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007, whose address is 1300 S. Steele Street, Denver, CO 80210 (the "Lessor"), effective as of the date set forth on the City's signature page ("Effective Date"). The City and Lessor may be referred to individually as "Party" or collectively, "Parties."

WITNESSETH:

WHEREAS, the Lessor is the owner of certain property located at 3629 W. 29th Street, Denver, Colorado, known commonly as "Mullen Home," and includes a 109,069 square foot residential care facility situated on a 359,000 square foot parcel (the "Property");

WHEREAS, the Lessor took possession of the Property on October 28, 2022, pursuant to a Quitclaim Assignment from Little Sisters of the Poor Home for the Aged ("Little Sisters"), as a result of a reversion included in the original deed from J. K. Mullen to Little Sisters granted September 16, 1916;

WHEREAS, it is the intent of the Lessor that the Property will be used in furtherance of the religious and charitable purposes of the Lessor, including in support of the mission of the Archdiocese of Denver (the "Planned Purposes"), which such Planned Purposes are under review and evaluation by the Lessor;

WHEREAS, the City is facing a local humanitarian crisis as thousands of migrants have come to the City, placing an immense strain on the City and its resources (the "Migrant Crisis");

WHEREAS, as a result of the Migrant Crisis, the City has approached the Lessor and requested the short term use of the Property to house migrant families to alleviate some of the burdens caused by the Migrant Crisis;

WHEREAS, the City and Lessor as successor in interest to the Church of All Saints are parties to that certain Cooperative Agreement dated June 11, 1997 ("Church Property Lease"), for certain property owned by Lessor as more particularly described therein (the "Church Property");

WHEREAS, the Parties are parties to that certain Lease and Agreement dated August 23, 1995, as amended by that certain Second Revival and Amendatory Lease Agreement dated April 6, 2010, as amended by that certain Third Revival and Amendatory Lease Agreement dated August

10, 2020, (collectively, the “City Property Lease”) for certain property at the southeast corner of 36th Street and Kalamath Street, as more particularly described therein (the “City Property” together with the Church Property, the “Parcels”);

WHEREAS, as consideration for this Lease and in place of base rent and on the terms herein, the Parties have agreed to amend the Church Property Lease and the City Property Lease to transfer the respective Parcels to the current lessee of each;

WHEREAS, in consideration of the foregoing, the Lessor is willing to lease said property to the City on a short-term basis, and the City is willing to accept the same, subject to the terms and conditions of this Lease; and

WHEREAS, it is the intent of the parties that the lease of said property by the Lessor to the City is for short term and temporary purposes only to deal with the Migrant Crisis, and that the Lessor ultimately intends to use and operate the Property in furtherance of the Planned Purposes.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements hereinafter contained, the City and the Lessor agree as follows:

1. **LEASED PREMISES**: Subject to the terms of this Lease Agreement (hereinafter referred to as “Lease”), the Lessor agrees to lease, demise, and let unto the City and the City does hereby lease from the Lessor those certain premises (the “Leased Premises”) located at 3629 W. 29th Street, Denver, Colorado, which consists of an approximately 74,047 square feet of the residential care facility situated on an approximately 359,000 square foot parcel, as more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein, but the Leased Premises expressly excludes the Property depicted on **Exhibit A** (the “Excluded Property”). The description contained on **Exhibit A** may be modified upon the written authorization of both the Lessor and the Director of Real Estate of the City to correct minor, technical errors.

2. **TERM; TRIPLE NET LEASE**: The term of this lease shall commence on the date Lessor delivers possession of the Leased Premises to the City (the “Commencement Date”), as mutually determined by the parties, and terminate one (1) year from the Commencement Date (the “Initial Term”), unless mutually extended by the parties or sooner terminated pursuant to the terms of this Lease. So long as the City is not in default of any of its obligations under this Lease, City shall have the option to renew the Lease, on the same terms contained herein, for one consecutive four-month extension period (the “Extension Term”, together with the Initial Term,

the “Term”) with at least 30 days’ prior written notice to the Lessor prior to expiration of the Initial Term. After the occurrence of the Commencement Date, the parties shall promptly execute, acknowledge and deliver to each other a Commencement Date Memorandum in the form attached hereto as **Exhibit B** and incorporated herein, which confirms the actual Commencement Date. The Director of Real Estate of the City may exercise the extension and Commencement Date Memorandum. The City acknowledges that this is a Triple Net Lease and that the City shall do all acts and make all payments connected with or arising out of its use and occupation of the Leased Premises to the end that Lessor shall receive all rent provided for herein free and undiminished by any expenses, charges, fees, taxes and assessments and Lessor shall not be obligated to perform any acts or be subject to any liabilities or to make any payments, except as otherwise specifically and expressly provided in the Lease subject to the Maximum Contract Amount.

3. **RENT:**

(a) In lieu of monthly base rent, the City and Lessor have agreed to amend the Church Property Lease and the City Property Lease to provide for the transfer of title of the Church Property to the City and the City Property to the Church (collectively, the “Transfer Amendments”) which are attached hereto and incorporated herein as **Exhibit C**. The Transfer Amendments will be executed and effective upon six months following the Commencement Date (the “Exchange Date”). In the event that the City does not approve the land exchange, this Lease shall terminate.

(b) In the event that this Lease is terminated prior to the Exchange Date (i) the Transfer Amendments shall be null and void; and (ii) the City agrees to pay back rent in an amount of Eighty Thousand Dollars (\$80,000.00) per month and for any partial month on a per diem basis (“Alternative Rent”). Notwithstanding the foregoing, the Parties may mutually agree, despite the termination of this Lease, to proceed with the exchange of ownership of the City Property and the Church Property.

(c) During the Term of this Lease, on or before the twentieth (20th) of each month, Lessor shall invoice City for all actual amounts due and payable for the following month (as well as any amounts due from any previous month that have not been included in any previous invoice) as set forth in this Lease; such amounts due and payable shall be deemed “Additional Rent”. Invoices shall be emailed to realestate@denvergov.org or other email address as set forth by the Director of Real Estate. All invoices will be paid by the City within forty-five (45) days of receipt of such notice by the City.

(d) In the event of the City exercises its right to extend the Term of the Lease, the City shall pay Eighty Thousand Dollars (\$80,000) per month as extension rent (“Extension Rent”). Extension Rent shall accrue from the end of the Initial Term and shall be payable to Lessor at the Lessor’s specified address, or to such other person or place as Lessor shall designate from time to time. If the first day of the Extension Term does not fall on the first day of a calendar month, the Extension Rent and any other monthly charge for any period between the Rent Commencement Date and the first day of the following calendar month shall be apportioned on a per diem basis and shall be payable upon the first day of the Extension Term.

(e) Notwithstanding any other provision of the Lease, the City’s maximum payment obligation, will not exceed ONE MILLION FOUR HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$1,475,000.00) (the “Maximum Contract Amount”).

4. **USE:**

(a) The Leased Premises are to be used and occupied by the City for providing temporary shelter to migrants in connection with the Migrant Crisis and for no other purposes (the “Permitted Use”). The City shall use the Leased Premises in a careful, safe, and proper manner, and shall not use or permit the Leased Premises to be used for any purpose prohibited by the laws or regulations of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver. Further, the City shall not use the Leased Premises in any manner or purpose that would render any insurance thereon void or the insurance risk more hazardous, or would cause structural injury to the improvements, or would constitute a public or private nuisance or waste, or are in any way inconsistent with, or contrary to, the mission or teachings of the Lessor and its affiliates or the Roman Catholic Church, and the City agrees that it will promptly upon discovery of any such use, take all necessary steps to compel the discontinuance of such use. For the avoidance of doubt, the City shall be solely and exclusively responsible for any acts or omissions of any of its employees, contractors, agents, guests and invites, including all migrants on the Leased Property.

(b) At least ten (10) business days prior to the Commencement Date, the City will provide Lessor with an operational plan to the reasonable satisfaction of Lessor regarding the Permitted Use of the Leased Premises to ensure proper staffing and operational management of the Leased Premises by the City. The City acknowledges and agrees that the number of migrants on the Leased Premises will at no times exceed 300 people. The City agrees to comply with such

plan for the Term and not make any material alterations or changes to the plan without first discussing such changes with Lessor. The parties acknowledge that the City intends to contract with a third party service company ("Service Provider") to provide various operational and management services on the Leased Premises during the Term. As a condition to hiring any Service Provider, (i) Lessor will be added to such Service Provider's insurance policy(ies) in connection with such services as an additional insured; (ii) City's contract with any Service Provider must include explicit language that Service Provider will comply with the terms of this Lease. The City states that the City shall be responsible for all actions or inactions of the Service Provider with respect to the Leased Premises and the City will remain fully liable and obligated for all terms and conditions of this Lease. The Service Provider may not be changed without the prior written consent of Lessor, not to be unreasonably withheld.

(c) In no event is any person, including the City and its agents, employees, invitees, or visitors, be permitted to cook on the Leased Premises or use any cooking equipment or appliances on the Leased Premises, including but not limited to any hot plates, rice cookers, kettles, toasters, microwaves, ovens or grills; provided, however, that the City may engage a professional vendor to use the commercial kitchen on the Leased Premises for catering services so long as such vendor maintains insurance from financially sound and reputable insurance companies in such types and amounts custom for such industry and Lessor is listed as an additional insured on such policies. The City shall ensure that the commercial kitchen is secured and guests shall not have access to the same. In no event may any person, including the City and its agents, employees, invitees, or visitors, be permitted to use the commercial laundry facilities, however, that the City may engage a professional vendor to use the commercial laundry facilities on the Leased Premises for laundry services so long as such vendor maintains insurance from financially sound and reputable insurance companies in such types and amounts custom for such industry and Lessor is listed as an additional insured on such policies and such vendor is approved in Lessor's reasonable discretion. The City and its guests may use the residential laundry facilities where they presently exist. The City, Service Provider or their guests shall not interfere with the Archdiocese quiet enjoyment of the Excluded Property. City and Service Provider shall ensure the Leased Premises, Property, and surrounding grounds shall remain in a clean and orderly condition and free from any unattended personal property. In no event shall City or Service Provider allow for the formation,

construction or erection of any structures or camps on the Leased Premises, Property or surrounding grounds.

(d) The City shall obtain and use its own furniture, fixtures and equipment. Notwithstanding the foregoing any furniture, fixtures and equipment that Lessor leaves within the Leased Premises may be used by City and its guests, unless otherwise provided herein.

(e) The City and Service Provider shall abide by, observe, and enforce the rules and regulations attached hereto as **Exhibit D** for the operation and maintenance of the Leased Premises. Lessor shall have the right to amend such rules and regulations from time to time. Nothing contained in this Lease shall be construed to impose upon Lessor any duty or obligation to enforce such rules and regulations, and Lessor shall not be liable to City or Service Provider for violation of the same by any of City or Service Provider's employees, agents, business invitees, licensees, customers, clients, family members or guests.

5. **"AS IS" CONDITION:** The Leased Premises are accepted by the City in an "AS IS," "WHERE IS" condition, with all faults and defects. The Lessor does not make and disclaims any warranty or representation whatsoever, express or implied, including, without limitation, warranty of condition or habitability, suitability for occupancy, use or habitation, fitness for a particular purpose or merchantability, and Lessor shall have no obligation or liability whatsoever, express or implied, as to the condition of or any other matter or circumstance affecting the Leased Premises. The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"), establish requirements, under Title III of the ADA ("Title III") pertaining to business operations, accessibility and barrier removal, and that such requirements may be unclear and may or may not apply to the Leased Premises depending on, among other things: (1) whether Lessee's business operations are deemed a "place of public accommodation" or a "commercial facility"; (2) whether compliance with such requirements is "readily achievable" or "technically infeasible"; and (3) whether a given alteration affects a "primary function area" or triggers so-called "path of travel" requirements. The parties further acknowledge and agree that Lessee has been provided an opportunity to inspect the Leased Premises to a degree sufficient to determine whether or not the Leased Premises, in their condition as of the date hereof, deviate in any manner from the ADA Accessibility Guidelines ("ADAAG") or any other requirements under the ADA pertaining to the accessibility of the Leased

Premises. Lessee further acknowledges and agrees that Lessee accepts the Leased Premises in “as-is” condition and agrees that Lessor makes no representation or warranty as to the condition of the Leased Premises, including whether the Leased Premises conforms to the requirements of the ADAAG or any other requirements under the ADA pertaining to the accessibility of the Leased Premises or the use, status or condition of any elevators on the Leased Premises.

6. **QUIET ENJOYMENT:** The City shall and may peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that the City pays all payment obligations herein recited and performs all of the City's covenants and agreements herein contained.

7. **MAINTENANCE, REPAIRS AND OPERATIONS COSTS AND CHARGES:**

(a) Subject to Section 9 below, the City will, at its sole cost and expense, maintain the Leased Premises and make repairs, restorations, and replacements to the Leased Premises, including without limitation the heating, ventilating, air conditioning, mechanical, electrical, plumbing systems and the fixtures and appurtenances to the Leased Premises as and when needed to preserve them in good working order and condition, regardless of whether the repairs, restorations, and replacements are ordinary or extraordinary, foreseeable or unforeseeable, capital or non-capital, or the fault or not the fault of the City, its agents, employees, invitees, visitors, and contractors subject to the Maximum Contract Amount. However, the City shall not be responsible for making any repairs caused by Lessor's gross negligence or willful misconduct or for any Structural Improvements (as defined below). The City at its own option and expense may repair the elevators, any refrigerators, and/or the air conditioning system, any such optional repairs shall not be a part of the Max Contract Price. Pursuant to Section 23 below, City shall have a limited right to access portions the mechanical building and the east side of the garage on the north side of the campus of the Excluded Property in conjunction with City's Permitted Use and City's obligations hereunder, including but not limited to City's maintenance and repair obligations.

(b) Lessee shall pay for and be responsible for, as Additional Rent, the following: real property taxes, if any, all day to day utility, insurance (pursuant to Section 18), operations and maintenance costs, including but not limited to water, gas, sewer, heat, light, power, storm water assessment, janitorial on all business days, snow removal, HVAC, plumbing, utilities, lighting, exterior litter pick-up, pest control, fire system, telephone service, lawn and ground care, maintenance of mechanical systems and the building exterior (excluding Structural

Improvements, as defined below), and all other services supplied to the Leased Premises. All utilities and other services related to the Leased Premises, except for landscaping and snow removal will be contracted by and/or under City's name, and no utilities or other services will be under Lessor's name except to the extent explicitly set forth in this Lease. All utilities and any services contracted under City's name will not be subject to the Maximum Contract Amount. Landscaping and snow removal work will remain in Lessor's name and will be billed to Lessee as Additional Rent. Notwithstanding the foregoing, Lessee shall provide an invoice to Lessor's Facilities Director, Michael McKee at Michael.McKee@archden.org, Lessor agrees to reimburse Lessee in the amount of \$2,500 each month to cover any utilities that may have supplied the Excluded Property during such month.

8. **SECURITY:** The City shall pay for and provide a sufficient number of off-duty Denver Police Department police officers or qualified private security guards to be on the Leased Premises during all hours of the day (i.e., 24/7 during the Term and any holdover by the City or the City's guests). The parties understand that Lessor is not providing any on-site security guard to the Leased Premises, such obligation to be the sole responsibility of the City.

9. **IMPROVEMENTS AND ALTERATIONS:**

The City will not make any repairs, alterations, additions or improvements (collectively, "Improvements") in excess of \$5,000 to the Leased Premises without the prior written consent of Lessor. Any Improvements to the Leases Premises are subject to this Section 9.

(a) The City, at its own cost and expense, shall be responsible for all Improvements to the Leased Premises other than structural Improvements to the foundations, exterior walls and roof ("Structural Improvements"), which will be the responsibility of Lessor, at Lessor's cost and expense; provided, however, that the City's maximum obligations with respect to expenditures for Improvements under the Lease will be capped at \$200,000 (the "Lessee Cap") and subject to the Maximum Contract Amount. In the event of a Material Improvement (defined below), Lessor shall pay, up to \$50,000 per System Category (as defined below) (the "Lessor Cap"), for the Material Improvement, provided that the City has already paid \$50,000 for the Material Improvement for that particular System Category. Lessor will not be obligated to reimburse the City for any Material Improvements or otherwise once the Lessor Cap is reached, provided that upon such event, either Party may terminate this Lease upon thirty (30) days' notice to the other Party. The City and Lessor acknowledge and agree that there is no air conditioning at the Leased Premises

nor will air conditioning be provided. For purposes hereof, A "Material Improvement" is an Improvement approved by Lessor that costs more than \$50,000 in the aggregate per System Category that impede in any material respect the City's Permitted Use of the Leased Premises. For purposes hereof, "System Category" is defined as a distinct system located within the Leased Premises, which includes but is not limited to the plumbing system, the electrical system, the HVAC system (excluding the air conditioning system) and the life safety system, which does not include elevators. Notwithstanding the foregoing, Lessor's maximum liability for any particular System Category is the Lessor Cap.

(b) Prior to the commencement of any Improvements, the City shall deposit with Lessor certificates from an insurance company acceptable to Lessor, evidencing workmen's compensation coverage, and insurance coverage in amounts satisfactory to Lessor and protecting Lessor against public liability and property damage to any person or property, on or off the Leased Premises, arising out of and during the making of the Improvements. Any Improvements by the City shall be done in a good and workmanlike manner in compliance with any applicable governmental law, statute, ordinance or regulation. Notwithstanding the foregoing, City may use its own employees and equipment provided that said employees and equipment are covered under City's self insurance policies.

(c) Other than the Lessor's obligation to reimburse the expenses up to the Lessor Cap in connection with this Section 9, the City will be solely responsible for the performance of all Improvements to the Leased Premises other than Structural Improvements. Any further work or expense that is necessitated from any alterations or Improvements made by the City shall be the obligation and liability of the City; for example, any Improvement that would require the City to perform further work to achieve ADA compliance shall be at the sole cost and expense of the City. The City shall promptly pay all costs and expenses of any Improvements other than Structural Improvements (provided that the Lessor will reimburse the City for Major Improvements up to the Lessor Cap) and shall promptly attain a waiver of lien from all persons receiving any payment and their subcontractors, employees and suppliers of materials for any Improvements in excess of \$5,000 and City shall provide proof of such waiver to Lessor. The City shall discharge all liens filed against the Leased Premises arising out of any alteration Improvements. In the event of City's failure to pay a lien and Lessor discharges the lien then Lessor is entitled to receive from City all reasonable costs and expenses incurred in discharging the lien plus reasonable attorney fees, or in

the event of City's failure to pay a lien Lessor may hold City in material breach of this Lease. City shall procure and pay for all permits and licenses required in connection with any Improvements of the Leased Premises.

(d) Any Improvements shall, at Lessor's option, become part of the realty and belong to Lessor upon the expiration or earlier termination of the Lease, except for furniture, removable equipment and trade fixtures if and to the extent any of such furniture, removable equipment and trade fixtures were paid for by the City.

10. **ENTRY BY LESSOR:** Except in the event of an emergency, Lessor, and Lessor's affiliates, employees, agents and contractors, shall be permitted at all reasonable times during business hours to enter into and upon the Leased Premises (a) upon not less than 24 hours prior notice, to inspect the Leased Premises (including to determine necessary repairs) and to otherwise ensure compliance with this Lease, and (b) upon not less than 24 hours prior notice for any purposes connected to its Planned Purposes, including for purposes of inspection and planning of the Planned Purposes. Notwithstanding the foregoing, Lessor shall retain its right to access the Excluded Property as is permitted under Section 23.

11. **CARE AND SURRENDER OF THE LEASED PREMISES:** At the expiration or earlier termination of this Lease, City shall deliver the Leased Premises to the Lessor in the same condition as the Leased Premises were in at the beginning of the Lease Term, ordinary wear and tear excepted; and City shall remove all of City's movable furniture and other effects. Further, for the avoidance of doubt, upon the expiration or earlier termination of the Lease, the City will be solely responsible for the removal of, and shall remove, all migrants from the Leased Premises, at the sole cost and expense of the City.

12. **LOSS OR DAMAGE:**

a. If the Leased Premises, through no fault or neglect of City, its agents, its employees, invitees, or visitors shall be partially destroyed by fire or other casualty so as to render the Leased Premises untenable, and the Lessor elects to repair the same, the lease shall continue in full force and effect. In the event such repairs cannot be made within 90 days, the City may elect to terminate this Lease. In the event of the total destruction of the Leased Premises, or partial destruction or damage to all or a portion of the Leased Premises which renders the affected areas not suitable for the City's Permitted Use and the Lessor elects not to consent to the repair of the Leased Premises in accordance with Section 9 above, without fault or neglect of the City, its

agents, employees, invitees, or visitors, at the election of either party, all rent and other payment obligations owed up to the date of such destruction shall be paid by the City and this Lease shall terminate. The proceeds of any casualty insurance maintained on the Leased Premises shall be paid to and become the property of Lessor, subject to any obligation of Lessor to cause the Leased Premises to be repaired and restored. Lessor's obligation to repair and restore the Leased Premises provided in this section is limited to the repair and restoration that can be accomplished with the proceeds of any casualty insurance maintained on the Leased Premises.

b. By virtue of provisions of Colorado law, the City does not have the authority to, and shall not, indemnify a contractor; provided, however, the City agrees to reimburse Lessor for loss, liability or expense ("Losses") up to a maximum of **THREE HUNDRED THOUSAND DOLLARS (\$300,000)** for all Losses of Lessor under this Lease regardless of nature, including, but not limited to individual or class claims arising in tort, contract or statute, that arises out of or relates to: (i) the City's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the City is established by a court of law or where settlement has been agreed to between the City and Lessor, or (ii) third party claims brought against Lessor that result from or arise out of this Lease. Notwithstanding the foregoing, nothing in this Section 12(b) shall limit or restrict Lessor for exercising any or all of its available remedies under this Lease. This provision shall not be construed to limit the City's rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Lease. This provision shall not be construed to limit the sovereign immunity of the City arising out of its status as an instrumentality of a sovereign state or entity, or under the Eleventh Amendment to the United States Constitution.

13. **HAZARDOUS SUBSTANCES:** The City shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Leased Premises by City, City's agents, employees, contractors, or invitees. Without limitation of the foregoing, if City causes or permits the presence of any Hazardous Substance on the Leased Premises and that results in contamination, City shall promptly, at its sole expense, take any and all necessary actions to return the Leased Premises to the condition existing prior to the presence of any such Hazardous Substance on the Leased Premises. City shall first obtain Lessor's approval for any such remedial action. As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Colorado, or the United States Government. "Hazardous Substance" includes any and all material or substances

that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

14. **HOLDING OVER:** The City and its guests have no right to retain possession of the Leased Premises or any part thereof beyond the expiration or earlier termination of this Lease. If after the expiration of the Term of this Lease, the City or its guests shall remain in possession of the Leased Premises or any part thereof, and the City shall continue to pay Additional Rent, without any express agreement as to such holding, then such holding over shall be deemed and taken to be a periodic tenancy from month-to-month, subject to all the terms and conditions of this Lease, except for the provisions relating to the period of City's occupancy and the City will pay to Lessor \$200,000 a month as holdover rent ("Holdover Rent"). Holdover Rent will be due and payable on the first day of the month. Such holding over may be terminated by the City or Lessor upon ten (10) days' notice. Nothing contained in this section shall be construed to give the City the right to hold over at any time, and Lessor may exercise any and all rights and remedies at law or in equity to recover possession of the Leased Premises, as well as any damages incurred by Lessor due to the City's failure to vacate the Leased Premises and deliver possession to Lessor as herein provided. The City agrees to fully cooperate with Lessor in the removal of guests at the conclusion of the Term.

15. **REMEDIES UPON BREACH:** The City will be in default under this Lease in the event that (a) the City shall default in the payment of any monetary obligation hereunder and such default continues for ten (10) days after notice from Lessor; (b) the City vacates or abandons the Leased Premises; (c) any default in the performance of any of the terms, covenants, obligations or conditions in this Lease contained on the part of the City to be kept or performed and such default continues for a period of thirty (30) days after written notice and demand. Upon any event of default by the City, Lessor shall have the right, at Lessor's election, then or any time thereafter, to exercise any one or more of the following remedies, provided exercise of any of these remedies shall not prevent the concurrent or subsequent exercise of any other remedy provided for in this Lease or otherwise available to Lessor at law or in equity: (i) declare the Term of the Lease ended; (ii) terminate the City's right to possession of the Leased Premises and reenter and repossess the Leased Premises; (iii) recover all present and future damages, costs, and other relief to which Lessor is entitled; (iv) pursue Lessor's lien remedies; (v) pursue breach of contract remedies; and

(vi) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a default prior to expiration of the Term, the City shall remain responsible for the payment obligations under this Lease, subject to Lessor's duty to mitigate such damages. Each right and remedy of Lessor in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity or by statute or otherwise, including, without limitation, suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any such rights or remedies will not preclude the simultaneous or later exercise by Lessor of any other such rights or remedies. All such rights and remedies are cumulative and nonexclusive.

16. **TERMINATION BY THE CITY:** The City may, at the discretion of the Director of Real Estate, terminate this Lease upon thirty (30) days written notice to the Lessor in the event the Lessor is in breach of its obligations set forth in this Lease. The Lessor shall be given the right to cure any deficiencies noted within thirty (30) days of notice from the City. If such cure is effected within the thirty (30) day period, or in the event the cure cannot be fully completed within thirty (30) days, and Lessor has started making good faith efforts to cure any violations, and has completed such actions within ninety (90) days, this Lease will not be terminated. Determination of whether a cure has been effected shall be at the sole discretion of the Director of Real Estate.

17. **NONDISCRIMINATION:** In connection with Lessor's performance of work under the Lease (if any), the Lessor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Lessor shall insert the foregoing provision in all contracts hereunder for work on the Leased Premises.

18. **LESSOR'S INSURANCE:** The Parties agree that due to the City's status as a municipal entity and inability to indemnify Lessor for certain breaches under this Lease, Lessor is required to obtain additional insurance as a part of this Lease. In light of the foregoing, Lessor has obtained, at the City's expense, the following insurance policies: (a) general liability policy in the amount of \$2,000,000 in the aggregate (b) excess liability coverage, in the aggregate amount of \$5,000,000; (c) excess liability coverage, in the aggregate amount of \$5,000,000; and (d) property and casualty coverage based on a scheduled value in an allocated amount of \$38,700,000

(collectively, the "City Funded Policies"). Lessee understands and agrees that the insurance described in this Section will not cover Lessee's personal property, merchandise, stock in trade, trade fixtures, or equipment in or about the Leased Premises. Lessor shall have the right and separate from the City Funded Policies to obtain additional policies of insurance at Lessor's own expense. Notwithstanding the foregoing and after the Commencement Date, City shall have the right to review any additional insurance procurement or replacement of City Funded Policies of which City is expected to pay for prior to placement of the same. In the event of early termination the City shall not be eligible for any reimbursement or refund of any insurance costs or payments as described herein.

19. **CITY INSURANCE.** The City is self insured. Upon the request of Lessor, the City will provide Lessor with a letter of self insurance.

20. **VENUE, GOVERNING LAW:** This Lease shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the choice of law thereof, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Lease shall lie in the State District Court in and for the City and County of Denver, Colorado.

21. **ASSIGNMENT AND RIGHT TO SUBLEASE:** The Lessor may assign, sublet or transfer its rights under this Lease without the written consent of the City. The City shall not assign, sublet or transfer its rights under this Lease without first obtaining the written consent of Lessor, which may be held in Lessor sole and absolute discretion. Notwithstanding the foregoing, Lessor acknowledges and agrees that any third-party service providers of City that may occupy and use the Leased Premises for the Permitted Use shall not constitute a sublet, transfer or assignment requiring the consent of Lessor.

22. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessor's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease (to the extent in the possession or control of Lessor). Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the

Lease or expiration of the applicable statute of limitations (provided all documents and information will be subject to Lessor's document retention policies, which will not be modified by this section). When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of any applicable laws, including state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276 to the extent applicable to Lessor.

23. **EXCLUDED PROPERTY**: The Parties agree that Lessor has the right to continue to use the Excluded Property. The City grants Lessor and its affiliates, and their respective officers, directors, employees, agents, invitees and guests, access during the Term to use to the Leased Premises for purposes of ingress and egress to the Excluded Property (which, for the avoidance of doubt, includes the parking lot). Lessor shall work with the City to minimize any impact upon the Permitted Use in connection with Lessor's Use of the Excluded Property. The Parties acknowledge that Lessor is in negotiation for a cellular tower on top of the Leased Premises; Lessor shall maintain the right of ingress and egress to the roof as Excluded Property, for the installation and repair and maintenance of a cellular tower. Lessor grants the City a limited right to access portions the mechanical building and the east side of the garage on the north side of the campus of the Excluded Property in conjunction with City's Permitted Use and City's obligations hereunder, including but not limited to City's maintenance and repair obligations.

24. **COMMUNICATION COORDINATION**: Each Party shall not correspond with or otherwise contact or respond to the press or media or make press or media announcements without notifying and coordinating in good faith with the other Party.

25. **AMENDMENT**: No alteration, amendment or modification of this Lease shall be valid unless evidenced by a written instrument executed by the parties hereto with the same formality as this Lease, however, the Director of Real Estate shall have the authority to execute agreements which make technical, minor, or non-substantive changes to this Lease so long as the same are executed by Lessor. The failure of either party hereto to insist in any one or more instances upon the strict compliance or performance of any of the covenants, agreements, terms, provisions or conditions of this Lease, shall not be construed as a waiver or relinquishment for the

future of such covenant, agreement, term, provision or condition, but the same shall remain in full force and effect.

26. **SEVERABILITY:** If any portion of this Lease is determined by a court to be unenforceable for any reason, the remainder of the Lease remains in full force and effect.

27. **BINDING EFFECT:** This Lease when executed and when effective, shall inure to the benefit of and be binding upon the successors in interest or the legal representative of the respective parties hereto, subject to assignment or sublease.

28. **THIRD PARTIES:** This Lease does not, and shall not be deemed or construed to, confer upon or grant to and third party or parties any right to claim damages or to bring any suit, action or other proceeding against the parties hereto because of any breach hereof or because of any of the terms, covenants, agreements and conditions herein.

29. **NOTICES:** All notices hereunder shall be given to the following by hand delivery or by certified mail, return receipt requested:

- | | |
|-----------------|---|
| To the City: | Mayor's Office
City and County Building
1437 Bannock Street, Room 350
Denver, CO 80202 |
| With copies to: | Denver City Attorney
Denver City Attorney's Office
201 West Colfax Avenue, Dept. 1207
Denver, CO 80202 |
| | Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202 |
| To Lessor: | Archdiocese of Denver Charitable Trust
c/o Archdiocese of Denver
Attn: Executive Director of Real Estate and
Construction
1300 S. Steele Street
Denver, CO 80210 |
| With copies to: | Lewis Roca Rothgerber Christie LLP
Attn: A.J. Martinez
1601 19 th Street, Suite 1000
Denver, CO 80202-2995 |

Either party hereto may designate in writing from time to time the address of substitute or supplementary persons to receive such notices. The effective date of service of any such notice shall be the date such notice is deposited in the mail or hand-delivered to the Party.

30. **ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any officer, agent or employee of the respective parties unless included herein are null and void and of no effect. Further, this Lease supersedes any and all prior written or oral agreements between the parties.

31. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance hereunder constitute or be construed to be a waiver by any party or any breach of covenant or condition or of any default which may then exist. The rendering of any such performance when any breach or default exists shall in no way impair or prejudice any right or remedy available with respect to such breach or default. Further, no assent, expressed or implied, to any breach of any one or more covenants, provisions, or conditions of the Lease shall be deemed or taken to be a waiver of any other default or breach.

32. **NO PERSONAL LIABILITY:** No elected official, director, officer, agent or employee of the City, nor any director, officer, employee or personal representative of City shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or because of any breach thereof or because of its or their execution, approval or attempted execution of this Lease.

33. **CONFLICT OF INTEREST BY CITY OFFICER:** City represents that to the best of its information and belief, no officer or employee of the City is either directly or indirectly a party or in any manner interest in this Lease, except as such interest may arise as a result of the lawful discharge of the responsibilities of such elected official or employee.

34. **APPROPRIATION:** All obligations of the City under and pursuant to this Lease are subject to prior appropriation of monies expressly made by the City Council for the purposes of this Lease and paid into the Treasury of the City.

35. **REASONABLENESS OF CONSENT OR APPROVAL:** Whenever under this Lease "reasonableness" is the standard for the granting or denial of the consent or approval of either party hereto, such party shall be entitled to consider public and governmental policy, moral and ethical standards, as well as business and economic considerations.

36. **AUTHORITY TO EXECUTE:** City represents that the persons who have affixed their signatures hereto have all necessary and sufficient authority to bind City.

37. **PARAGRAPH HEADINGS:** The paragraph headings are inserted only as a matter of convenience and for reference and in no way are intended to be a part of this Lease or to define, limit or describe the scope or intent of this Lease or the particular paragraphs to which they refer.

38. **CITY'S EXECUTION OF AGREEMENT:** This Lease shall not be or become effective or binding on the City until full execution by all signatories set forth below.

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

40. **RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

41. **LIABILITY OF LESSOR:** Lessee waives and releases any claims Lessee may have against Lessor or Lessor's affiliates and each their respective officers, members, managers, agents or employees for loss, damage or injury to person or property sustained by Lessee or Lessee's officers, agents, employees, guests, invitees or anyone claiming by, through or under Lessee, resulting from any cause whatsoever other than Lessor's gross negligence or willful misconduct. Notwithstanding anything to the contrary contained in this Lease, Lessor, its affiliates, members, managers, officers, agents, employees, successors and assigns, shall not be personally liable with respect to any of the terms, covenants and conditions of this Lease, and

Lessee shall look solely to the equity of Lessor in the Leased Premises in the event of any default or liability of Lessor under this Lease, such exculpation of liability to be absolute and without any exception whatsoever. All personal property belonging to Lessee that is in or on the Leased Premises shall be there at the risk of Lessee and Lessor shall not be liable for any damage thereto or for the theft or misappropriation thereof.

42. **TIME OF ESSENCE**: Except as specifically otherwise set forth in the Lease, time is of the essence with respect to each and every obligation of the parties hereunder.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES TO FOLLOW]

Contract Control Number: FINAN-202371934-00
Contractor Name: THE ARCHDIOCESE OF DENVER

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of: 12/20/2023 | 10:06 AM PST

SEAL DocuSigned by:


CITY AND COUNTY OF DENVER:

ATTEST:

By: DocuSigned by:
Michael C. Johnston
3DC301FDC863400...
Mayor
Michael C. Johnston

DocuSigned by:
Audrey Kline
E0F80F841070486...
Deputy Clerk and Recorder
Audrey Kline

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By: DocuSigned by:
Johna Varty
61BC3D1E1DB3426...
Senior Assistant City Attorney
Johna Varty

By: DocuSigned by:
Margaret Danuser
F121DAM102D20400...
Chief Financial Officer
Margaret Danuser

By: DocuSigned by:
Timothy O'Brien
0269594F8B7845D...
Auditor
Timothy O'Brien

Contract Control Number:
Contractor Name:

FINAN-202371934-00
THE ARCHDIOCESE OF DENVER

By: **SEE VENDOR SIGNATURE PAGE ATTACHED**

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

IN WITNESS WHEREOF, the Parties have duly executed this Lease Agreement effective on the Effective Date.

LESSOR:

ARCHDIOCESE OF DENVER,

a Colorado corporation sole,



By:

Name: Keith A. Parsons,

Title: Attorney in fact for the Most Reverend Samuel J. Aquila,
STL Archbishop of Denver

Signature Date: Dec 14, 2023

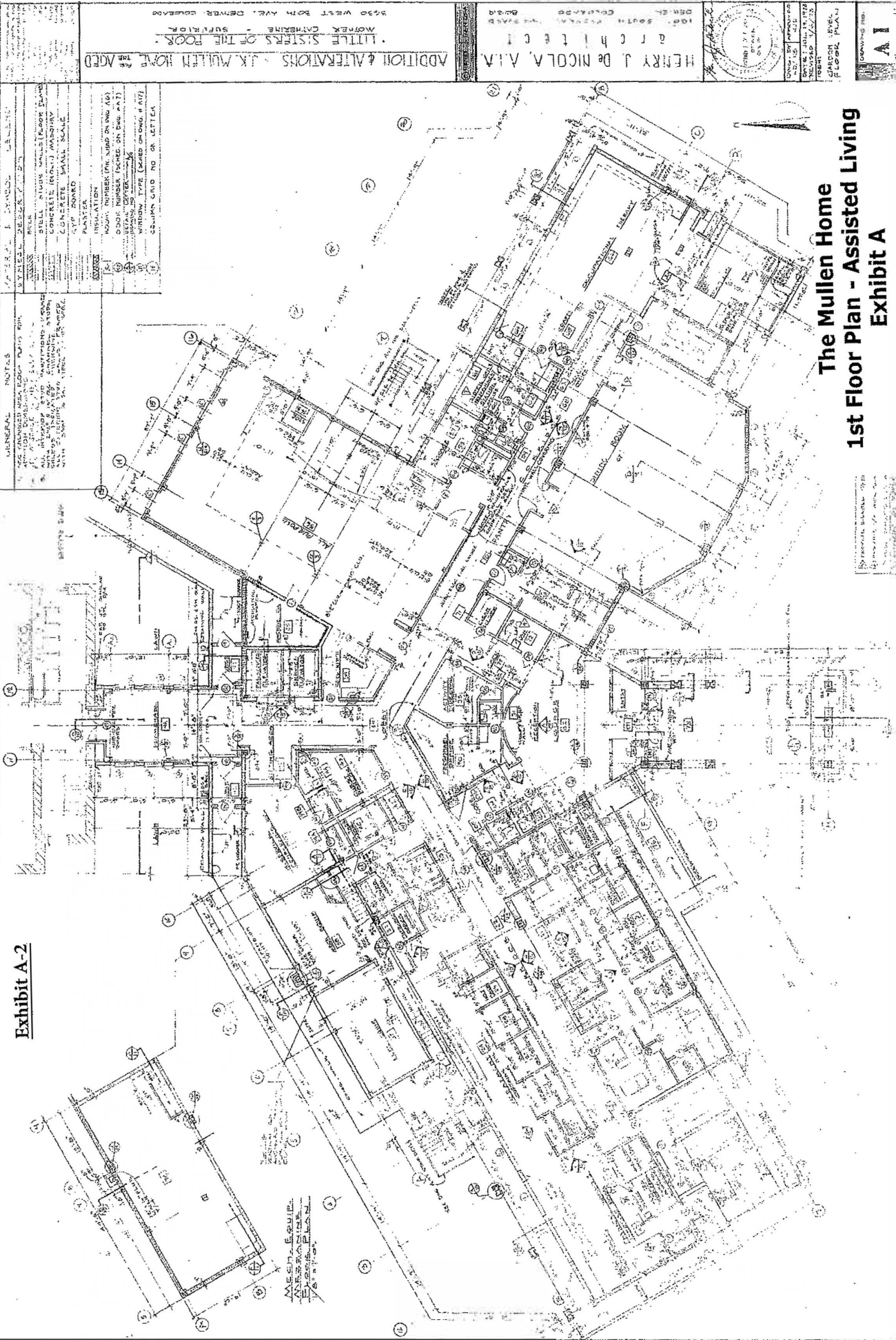
[Signatures continue on the next page]

Exhibit A

The Leased Premises

[See attached]

Exhibit A-2



MECH. EQUI.
 MECHANICAL
 EQUIPMENT

GENERAL NOTES

1. SEE GENERAL NOTES TO DRAWING A-1.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
6. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
7. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
8. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
9. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.
10. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF DENVER, COLORADO, DEPARTMENT OF HEALTH AND ENVIRONMENTAL AFFAIRS, DIVISION OF OCCUPANCY AND SAFETY, AND THE CITY OF DENVER, COLORADO, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING.

ADDITION & ALTERATIONS - J.K. MULLEN HOME FOR THE AGED
 LITTLE SISTERS OF THE POOR
 WORKER CONTRACTOR - SUPERVISOR
 2530 WEST 50TH AVE., DENVER, COLORADO

HENRY J. De NICOLA, AIA
 architect
 1001 S. SOUTH PLAZA, 14TH FLOOR
 DENVER, COLORADO 80202

DATE OF APPROVAL: 10/21/79
 DRAWN BY: J. J. [unclear]
 CHECKED BY: J. J. [unclear]
 SCALE: AS SHOWN

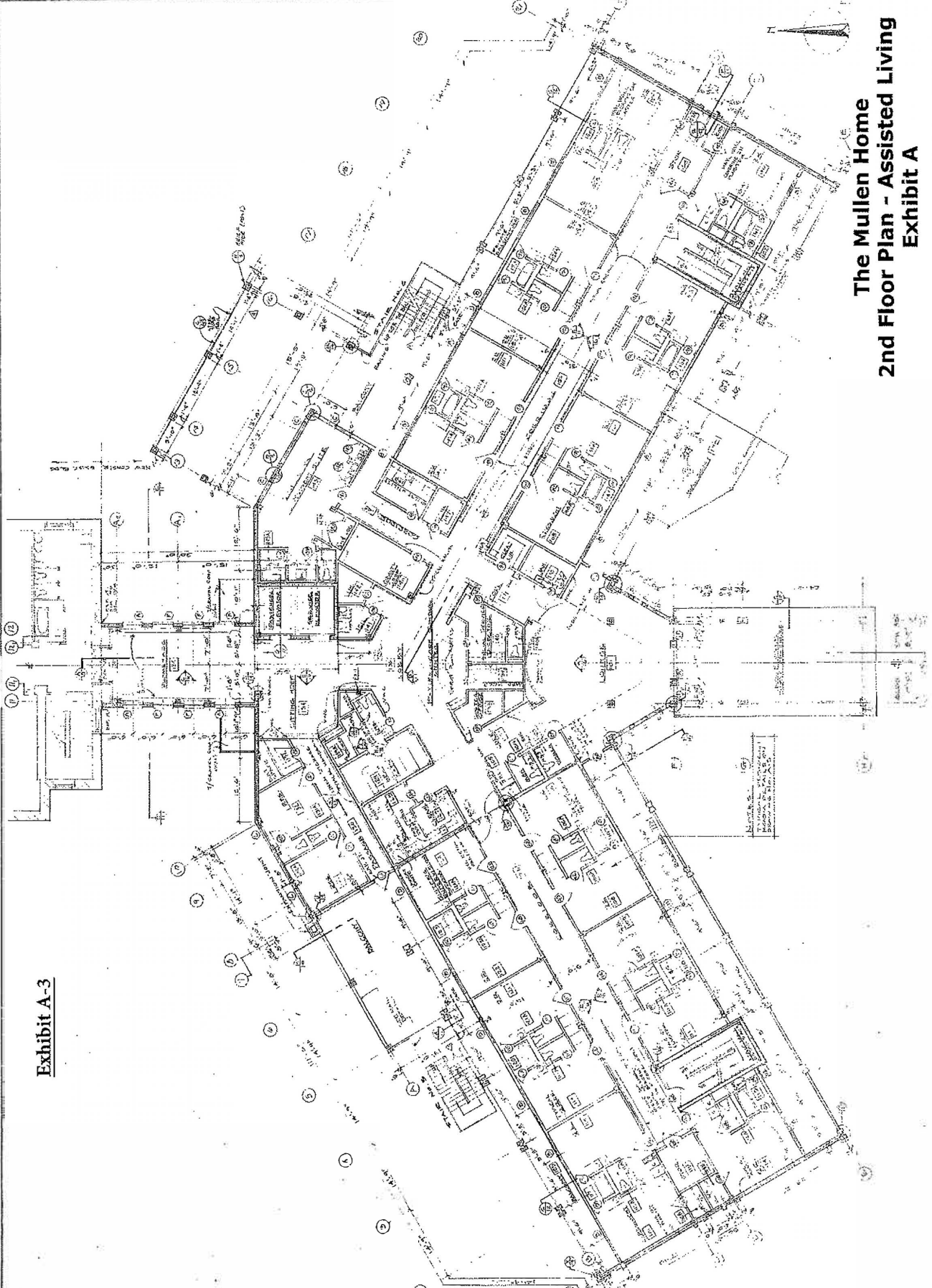
PROJECT: JACOBSON LEVEL FLOOR PLAN

DRAWING NO. **A1**

The Mullen Home
1st Floor Plan - Assisted Living
Exhibit A

ADDITION & ALTERATIONS - J.R. MULLEN HOME FOR THE AGED
 LITTLE SISTERS OF THE POOR
 ARCHITECT
 HENRY J. BRICCOLA, AIA
 1001 SOUTH CENTRAL BOULEVARD
 DENVER, COLORADO 80202
 PHONE 333-1111

PROJECT NO. 77-100
 SHEET NO. 201
 DATE: 11/15/77
 SCALE: 1/8" = 1'-0"



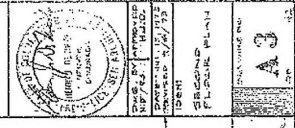
**The Mullen Home
 2nd Floor Plan - Assisted Living
 Exhibit A**

Exhibit A-3

ADDITIONAL ALTERATIONS - J.K. MULLEN HOME
 LITTLE SISTERS OF THE POOR
 ARCHITECTS
 1601 SOUTH FEDERAL BOULEVARD
 DENVER, COLORADO 80202
 3038 WEST 30TH AVENUE, DENVER, COLORADO

PROJECT: J.K. MULLEN HOME
 DATE: 10/15/15
 DRAWING NO.: 303-15-001
 SHEET NO.: 303-15-001-01

ARCHITECT: J.K. MULLEN HOME
 1601 SOUTH FEDERAL BOULEVARD
 DENVER, COLORADO 80202
 3038 WEST 30TH AVENUE, DENVER, COLORADO



**The Mullen Home
 3rd Floor Plan - Assisted Living
 Exhibit A**

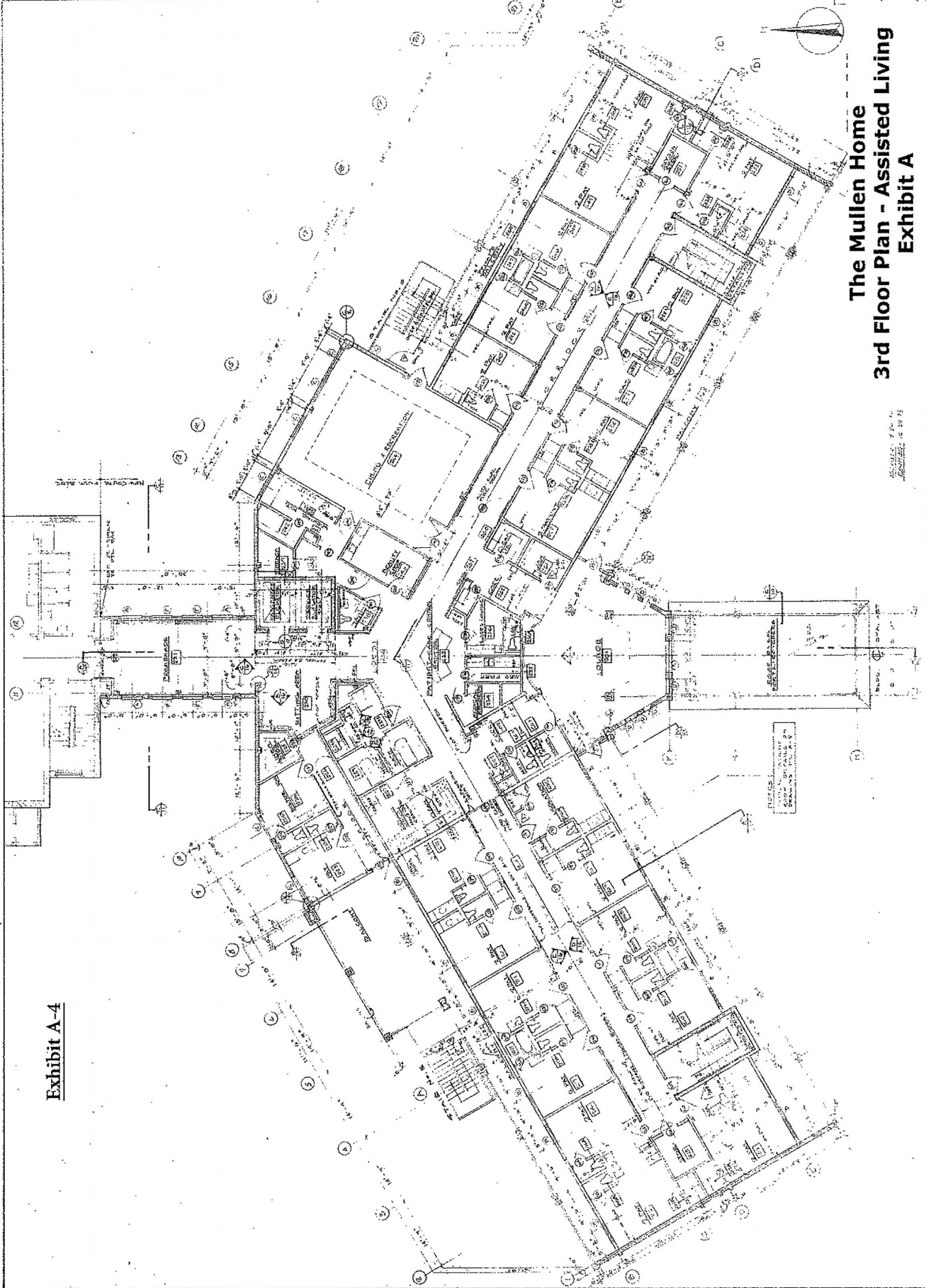
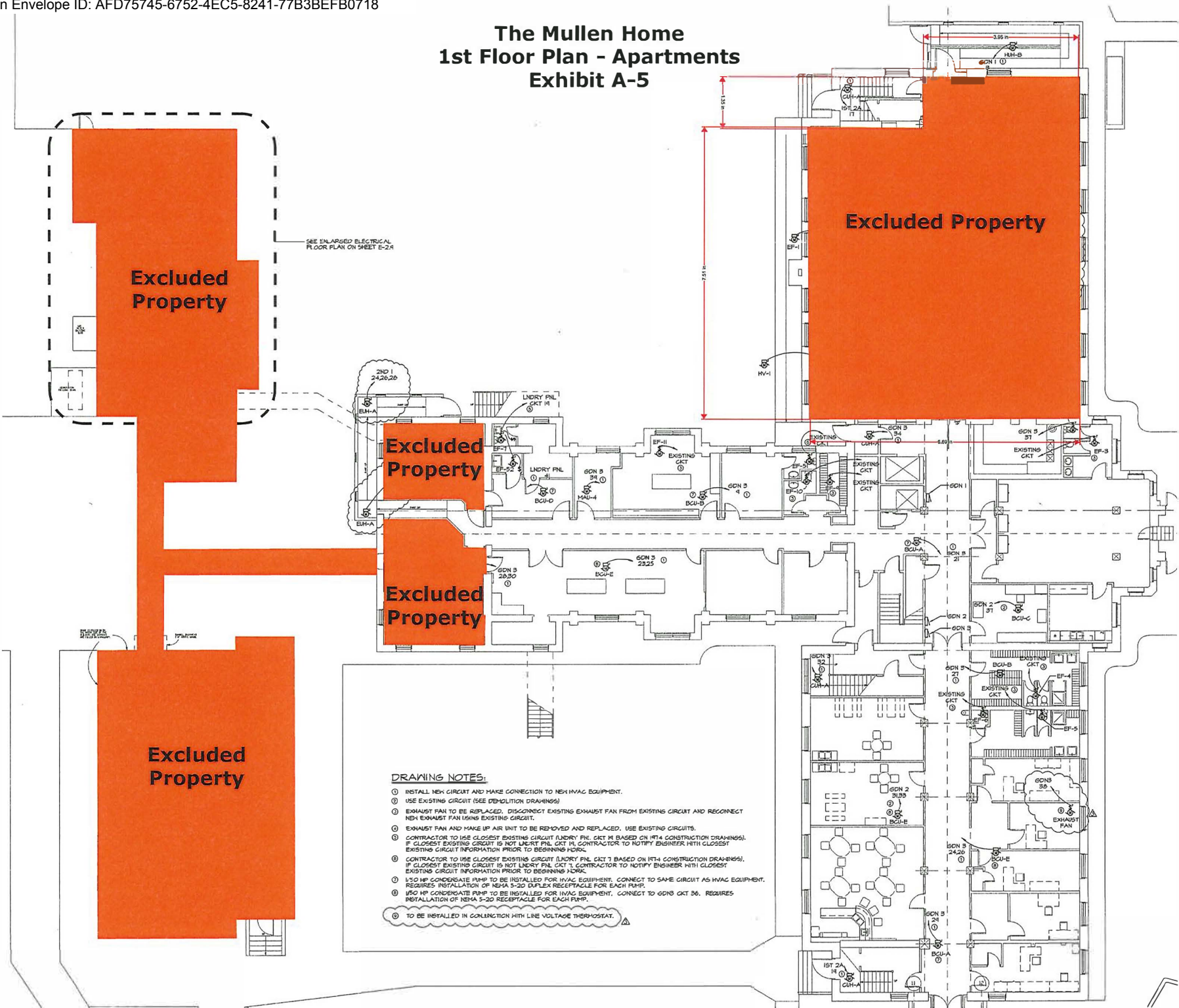


Exhibit A-4

SCALE: 1/8" = 1'-0"
 DATE: 10/15/15

The Mullen Home 1st Floor Plan - Apartments Exhibit A-5



Excluded Property

Excluded Property

Excluded Property

Excluded Property

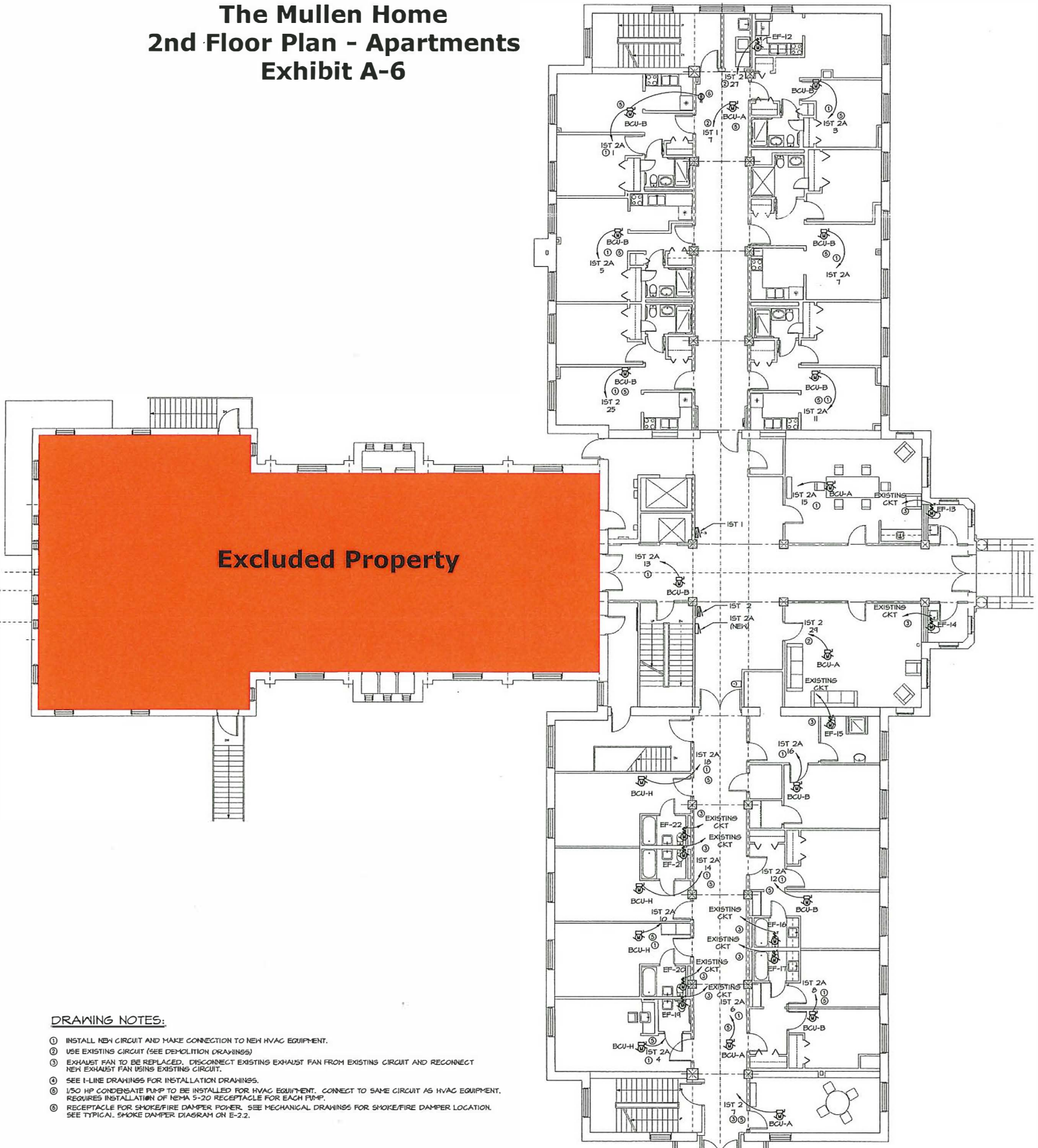
Excluded Property

SEE ENLARGED ELECTRICAL FLOOR PLAN ON SHEET E-24

DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ EXHAUST FAN AND MAKE UP AIR UNIT TO BE REMOVED AND REPLACED. USE EXISTING CIRCUITS.
- ⑤ CONTRACTOR TO USE CLOSEST EXISTING CIRCUIT (LNDRY PNL, CKT 14 BASED ON 1974 CONSTRUCTION DRAWINGS). IF CLOSEST EXISTING CIRCUIT IS NOT LNDRY PNL, CKT 14, CONTRACTOR TO NOTIFY ENGINEER WITH CLOSEST EXISTING CIRCUIT INFORMATION PRIOR TO BEGINNING WORK.
- ⑥ CONTRACTOR TO USE CLOSEST EXISTING CIRCUIT (LNDRY PNL, CKT 7 BASED ON 1974 CONSTRUCTION DRAWINGS). IF CLOSEST EXISTING CIRCUIT IS NOT LNDRY PNL, CKT 7, CONTRACTOR TO NOTIFY ENGINEER WITH CLOSEST EXISTING CIRCUIT INFORMATION PRIOR TO BEGINNING WORK.
- ⑦ 1/2 0 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 DUPLEX RECEPTACLE FOR EACH PUMP.
- ⑧ 1/2 0 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO GDN3 CKT 36. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.
- ⑨ TO BE INSTALLED IN CONJUNCTION WITH LINE VOLTAGE THERMOSTAT.

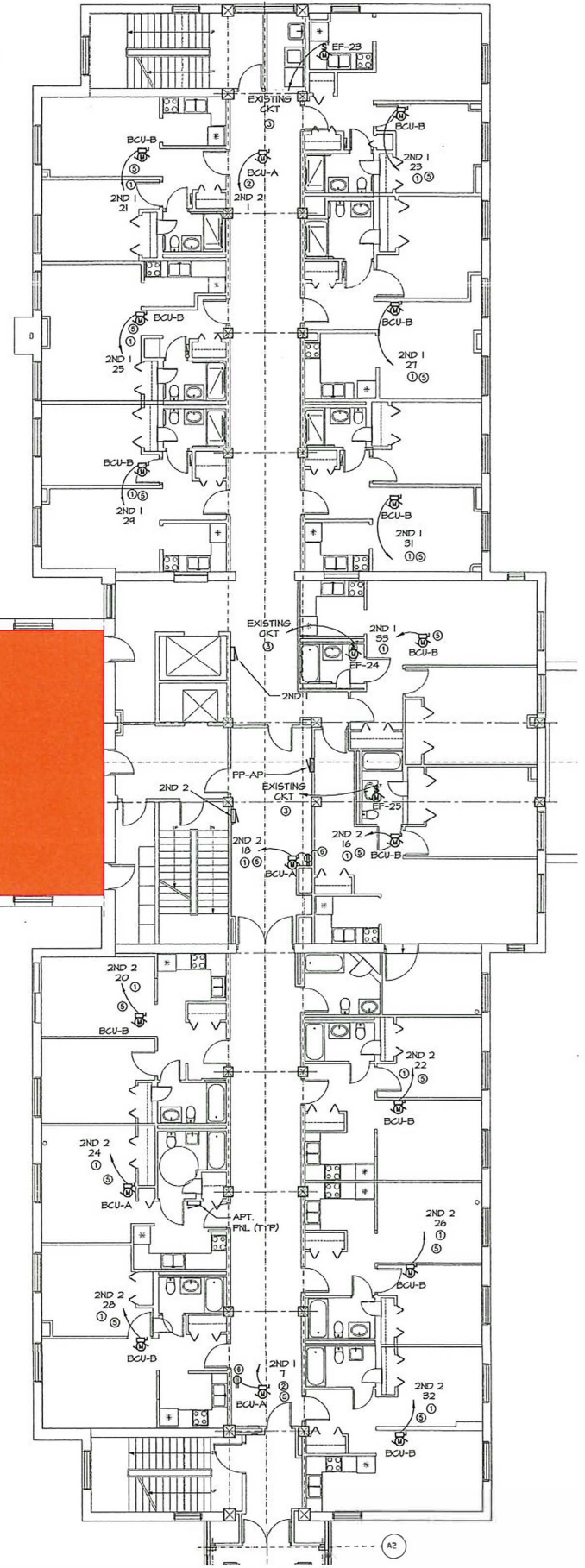
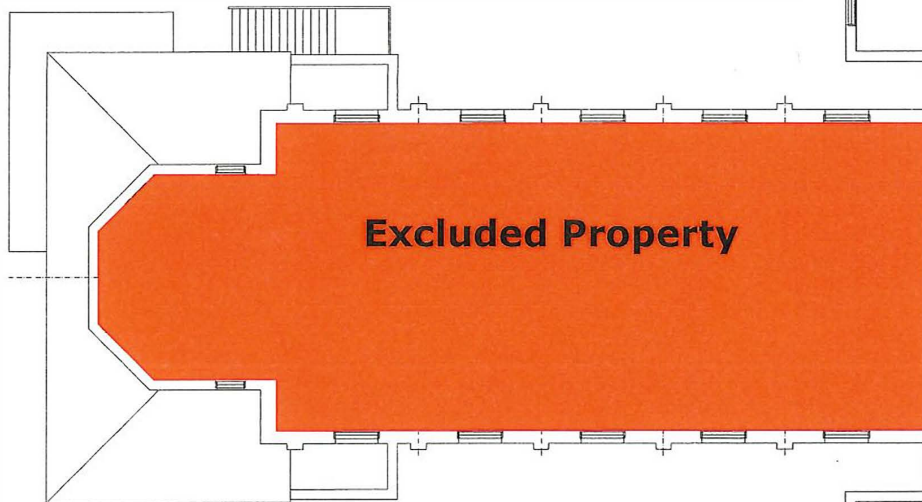
The Mullen Home 2nd Floor Plan - Apartments Exhibit A-6



DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ SEE I-LINE DRAWINGS FOR INSTALLATION DRAWINGS.
- ⑤ 1/20 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.
- ⑥ RECEPTACLE FOR SMOKE/FIRE DAMPER POWER. SEE MECHANICAL DRAWINGS FOR SMOKE/FIRE DAMPER LOCATION. SEE TYPICAL SMOKE DAMPER DIAGRAM ON E-2.2.

The Mullen Home 3rd Floor Plan - Apartments Exhibit A-7

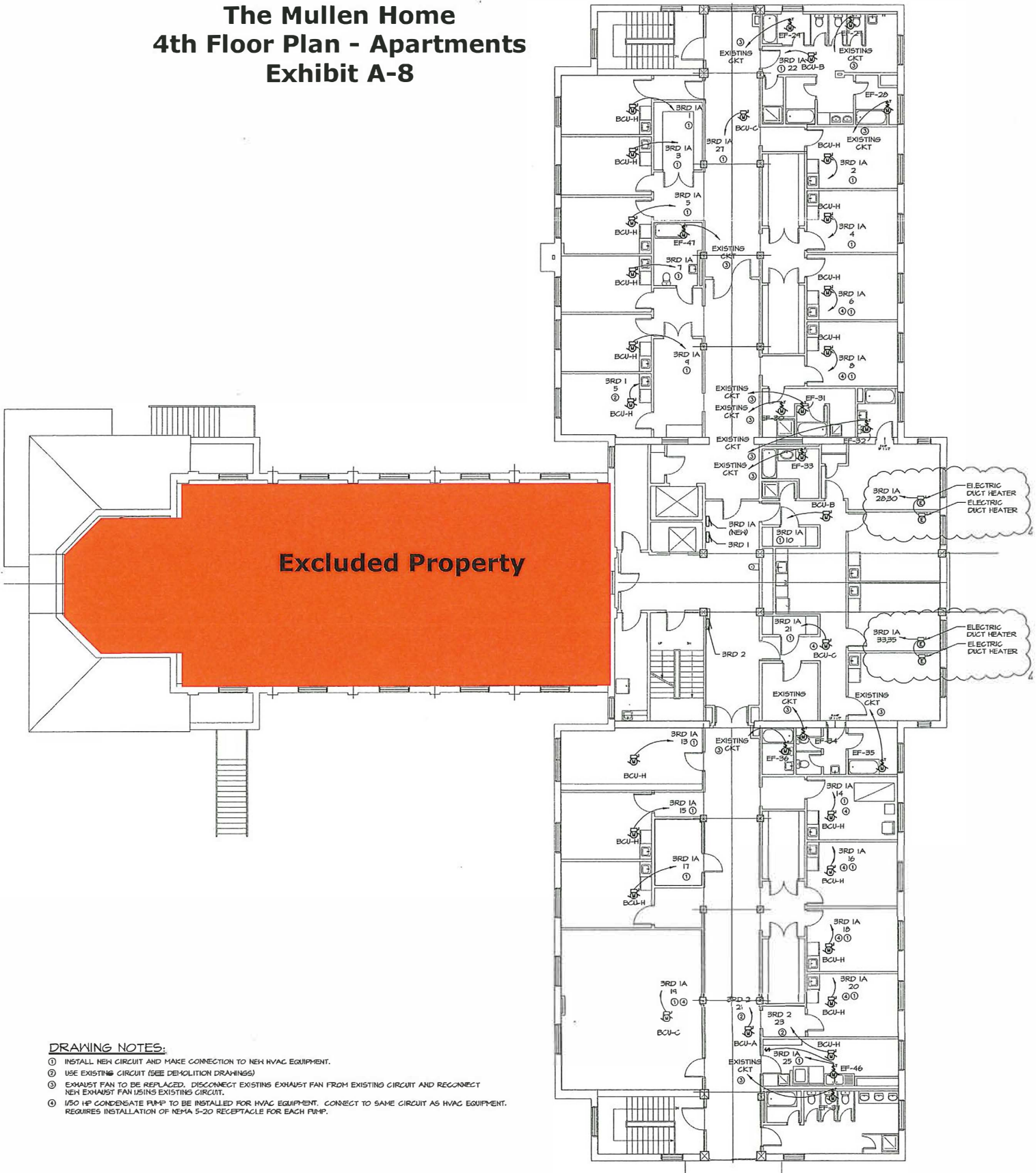


CONNECT TO EXISTING
HROOM LIGHTING CKT

DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS).
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ SWITCH TO BE LOCATED AT BATHROOM DOOR.
- ⑤ 1/20 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.
- ⑥ RECEPTACLE FOR SMOKE/FIRE DAMPER POWER. SEE MECHANICAL DRAWINGS FOR SMOKE/FIRE DAMPER LOCATION. SEE TYPICAL SMOKE DAMPER DIAGRAM ON E-2.2.

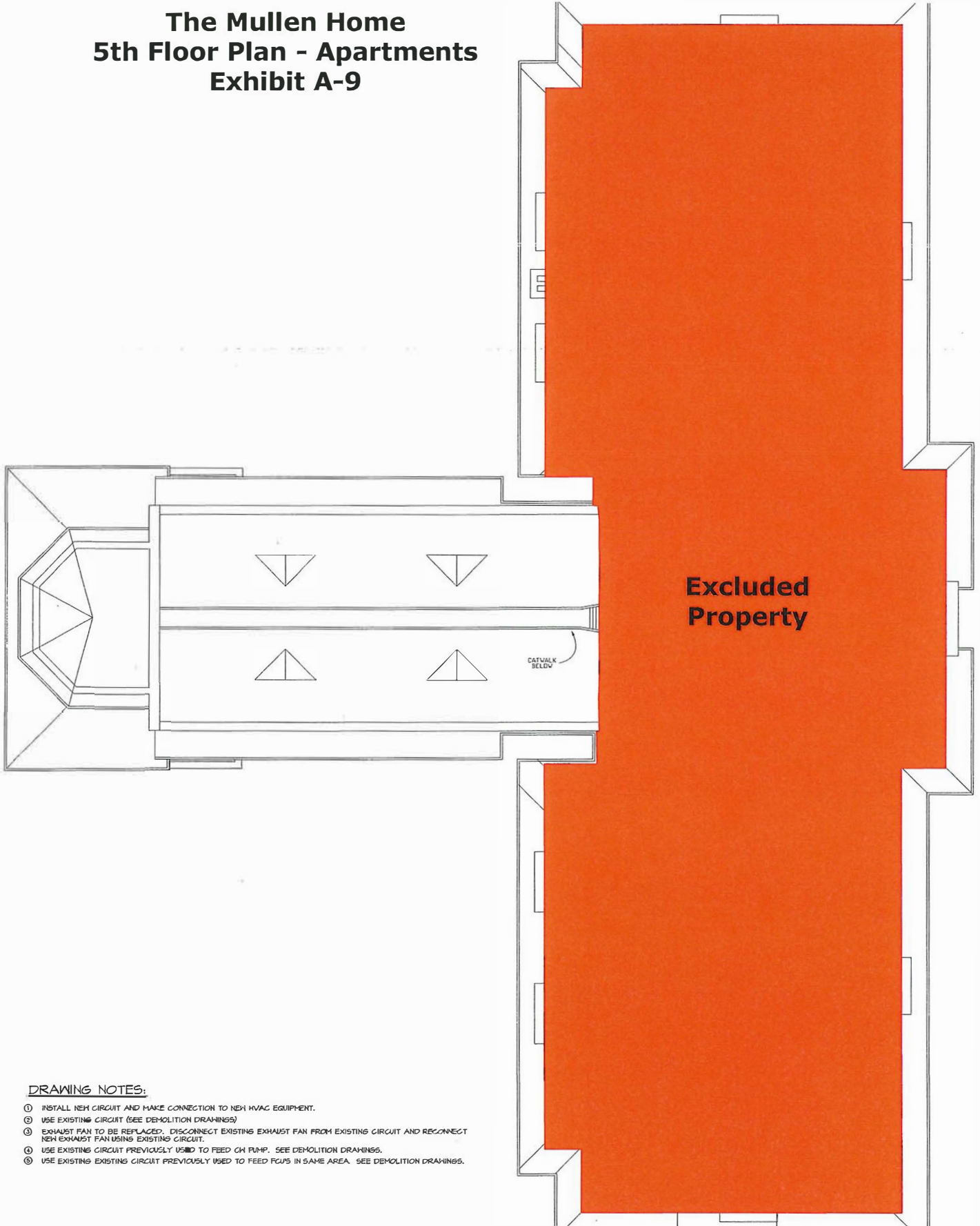
The Mullen Home 4th Floor Plan - Apartments Exhibit A-8



DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ 1/20 HP CONDENSATE PUMP TO BE INSTALLED FOR HVAC EQUIPMENT. CONNECT TO SAME CIRCUIT AS HVAC EQUIPMENT. REQUIRES INSTALLATION OF NEMA 5-20 RECEPTACLE FOR EACH PUMP.

The Mullen Home 5th Floor Plan - Apartments Exhibit A-9



DRAWING NOTES:

- ① INSTALL NEW CIRCUIT AND MAKE CONNECTION TO NEW HVAC EQUIPMENT.
- ② USE EXISTING CIRCUIT (SEE DEMOLITION DRAWINGS)
- ③ EXHAUST FAN TO BE REPLACED. DISCONNECT EXISTING EXHAUST FAN FROM EXISTING CIRCUIT AND RECONNECT NEW EXHAUST FAN USING EXISTING CIRCUIT.
- ④ USE EXISTING CIRCUIT PREVIOUSLY USED TO FEED CH PUMP. SEE DEMOLITION DRAWINGS.
- ⑤ USE EXISTING EXISTING CIRCUIT PREVIOUSLY USED TO FEED FCUS IN SAME AREA. SEE DEMOLITION DRAWINGS.

Exhibit B

Form of Commencement Date Memorandum

MEMORANDUM OF COMMENCEMENT DATE

THIS MEMORANDUM OF COMMENCEMENT DATE is entered into on _____, 2023, by The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007 (“Lessor”) and City and County of Denver, a municipal corporation and home rule city of the State of Colorado (“Lessee”).

A. Lessor and Lessee have previously executed that certain Lease Agreement dated _____, 2023 (the “Lease”), pursuant to which Lessor has leased to Lessee certain property described on Exhibit A to the Lease.

B. Pursuant to the Lease, Lessor and Lessee have agreed to execute this Memorandum of Commencement Date to confirm the Commencement date of the Lease Term.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Commencement Date of the Lease occurred on _____, 2023, and shall expire on _____, 202_, subject to Lessee’s right to renew the Lease in accordance with the terms and conditions of the Lease.

2. Except as may have been amended above, Lessor and Lessee ratify and confirm the Lease in all respects. This Memorandum of Commencement Date may be executed in one or more counterparts, and any number of which having been signed by all the parties hereto shall be taken as one original.

LESSOR:

LESSEE:

Exhibit C

Transfer Amendments

[See Attached]

Exhibit C-1

FOURTH AMENDMENT TO LEASE AGREEMENT

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (this "**Fourth Amendment**") is dated as of _____, 20__ ("**Fourth Amendment Effective Date**"), by and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "**City**") and the ARCHDIOCESE OF DENVER, a Colorado corporation sole ("**Archdiocese**") whose address is 1300 S. Steele Street, Denver, Colorado 80210, as trustee for the benefit of Our Lady of Guadalupe Parish ("**Parish**"), whose address is 1209 W. 36th Avenue, Denver, Colorado (Archdiocese and Parish generally referred to below as "**Lessee**"). City and Lessee are each referred to individually as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

A. The City and the Lessee entered into that certain Lease and Agreement dated August 23, 1995 and amended November 3, 2000, as further amended by that certain Second Revival and Amendatory Lease Agreement dated April 6, 2010, as further amended by that certain Third Revival and Amendatory Lease Agreement dated August 10, 2020, (collectively, the "**Lease**") to permit certain city-owned vacant real property located at the southeast corner of 36th Street and Kalamath Street, Denver, Colorado (the "**Leased Property**"), to be used by the Parish as a parking area to accommodate parishioners, guests and other invitees of the Parish for Mass and other Parish events and gatherings;

B. The City and Archdiocese as trustee for The Church of All Saints are also parties to that certain Cooperative Agreement dated June 11, 1997 ("**Church Property Lease**"), for certain property owned by Archdiocese as more particularly described therein (the "**Church Property**");

C. The City and the Archdiocese are also parties to that certain Lease Agreement dated _____, 2023, ("**Mullen Home Lease**") for portions of the property located at 3629 W. 29th Street, Denver, Colorado, known commonly as "Mullen Home," which includes 74,047 square feet of a residential care facility situated on a 359,000 square foot parcel ("**Mullen Home Property**") in which the City and Archdiocese have agreed that as consideration and in lieu of base rent the City and the Archdiocese will exchange the Leased Property and the Church Property; and

D. The City and Archdiocese desire to modify the Lease by providing the mechanisms by which the City shall grant the Leased Property to the Archdiocese and to terminate the Lease, as hereinafter set forth in this Fourth Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions; Recitals.** The foregoing recitals are deemed to be true and accurate in all respects and are hereby incorporated into and made an integral part of this Fourth Amendment. Capitalized terms used in this Fourth Amendment shall have the same meanings as ascribed to them in the Lease, unless otherwise expressly defined in this Fourth Amendment.

2. **Property Exchange Date.** Upon the date that is six (6) months from the Commencement Date under the Mullen Home Lease (the "**Exchange Date**"), City shall convey to Archdiocese fee simple title to the Leased Property by a quitclaim deed, in a form substantially similar to **Exhibit A** attached hereto and incorporated herein ("**Transfer Deed**"), free and clear of all liens and encumbrances by, through or under the City except for taxes and assessment for the year of the exchange and such other matters as approved by the Archdiocese (the "**Permitted Exceptions**") and shall execute for the benefit of Archdiocese such bills of sale or assignments that are necessary to convey the property rights or other non-real estate portions of the Leased Property including all leases, licenses, and concession agreements. Upon the Exchange Date, City shall present the Transfer Deed to Archdiocese and Archdiocese may record. Upon the recordation of the Transfer Deed, this Lease shall terminate. Notwithstanding the foregoing, in the event the Mullen Home Lease is terminated prior to the Exchange Date this Fourth Amendment shall be null and void. However, the Parties, upon mutual agreement, may elect to proceed with the land exchange in the event of the termination of the Mullen Home Lease.

3. **Diligence.** As part of its due diligence, Archdiocese shall have the right to obtain a survey and a title commitment at Archdiocese's sole cost and expense. The City shall cooperate with Archdiocese in obtaining any reasonable diligence materials with respect to the Leased Property. Thirty (30) days prior to the Exchange Date, City shall notify Archdiocese with respect to all planned easements or rights of way locations, if any. If as a part of the Archdiocese's due diligence, the Archdiocese concludes, in its sole discretion, that the Leased Property is not suitable for its continued use of the Leased Property, this Fourth Amendment shall be null and void.

4. **Exchange Costs.** The City, as grantor, shall pay the cost of: obtaining and recording any releases of any mortgages and the cost of any Owner's Title Policy. Archdiocese, as grantee, shall pay the cost of (a) any stamp, transfer taxes or documentary fee imposed by law, and any transfer fee required under any title documents, (b) recordation of the deed, and (c) any cost of any other title endorsements required by Archdiocese. The Parties shall share equally the escrow fees and closing costs charged by the closing agent for the closing, if any. All other closing costs shall be apportioned according to prevailing local custom in for commercial real estate closings in the metropolitan area where the Leased Property is located. Each party shall pay its own legal fees.

5. **General Provisions.**

a. *No Brokers.* The parties represent and warrant each to the other that no broker or finder has been engaged by either party in connection with the transaction contemplated herein, and no person now claims or will claim any commission, finder's fee or other compensation by, through, under or as a result of any relationship with such party because of such transactions.

b. *Further Instruments.* Each party hereto shall from time to time execute and deliver such further instruments as the other party, the title company (if any) or its counsel may reasonably request to effectuate the intent of the property exchange contemplated herein.

c. *Headings.* Article and Section headings used in this Fourth Amendment are for convenience of reference only and shall not affect the construction of any provision of this Fourth Amendment.

d. *Negation of Partnership.* Nothing herein contained shall be construed to create a partnership or joint venture or fiduciary status between the parties.

e. *Severability.* If any provision of this Fourth Amendment or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Fourth Amendment or the application of such

provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

f. *Authority.* Each Party represents that its signatory hereto has the authority to execute and deliver this Fourth Amendment on behalf of the Party for which such signatory is acting, and that upon the execution by such signatory, this Fourth Amendment is binding on behalf of the Party for which such signatory is acting and enforceable against such party in accordance with its terms.

g. *Governing Law.* The provisions of the Lease relating to governing law, forum selection and jury trial waiver (if any) are incorporated herein by reference as if fully set forth herein.

h. *Effect of Fourth Amendment.* Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Fourth Amendment, the terms and conditions of this Fourth Amendment shall govern and control. Each reference in the Lease to itself shall be deemed also to refer to the Lease as modified by this Fourth Amendment.

i. *Effectiveness.* The submission of this Fourth Amendment shall not constitute an offer, and this Fourth Amendment shall not be effective and binding unless and until fully executed and delivered by every Party hereto.

j. *Defined Terms.* Any capitalized terms used in this Fourth Amendment that are not defined herein, but are defined in the Lease, will have the meanings assigned to such terms in the Lease.

k. *Time is of Essence.* Time is of the essence herein.

l. *Examination of Records.* Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessee's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease (to the extent in the possession or control of Lessor). Lessee shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations (provided all documents and information will be subject to Lessor's document retention policies, which will not be modified by this section). When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessee to make disclosures in violation of any applicable laws, including state or federal privacy laws. Lessee shall at all times comply with D.R.M.C. 20-276 to the extent applicable to Lessee.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Fourth Amendment to Lease effective on the Fourth Amendment Effective Date.

ARCHDIOCESE:

ARCHDIOCESE OF DENVER,

a Colorado corporation sole,

By: 

Name: Keith A. Parsons,

Title: Attorney in fact for the Most Reverend Samuel J. Aquila,
STL Archbishop of Denver

Signature Date: Dec 14, 2023

[Signatures continue on next page]

CITY:

CITY AND COUNTY OF DENVER,

a municipal corporation of the State of Colorado

By: _____

Name: _____

Title: _____

Signature Date: _____, 20__

[End of signature pages]

Exhibit A

Form of Quitclaim Deed: Deed from City to Archdiocese

QUITCLAIM DEED

(_____)

THIS QUITCLAIM DEED, is made this ____ day of _____, 20__, between the CITY AND COUNTY OF DENVER a municipal corporation (“Grantor”), and The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007, whose address is 1300 S. Steele Street, Denver, CO 80210 (“Grantee”).

WITNESS, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, its successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A-1 and A-2**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

Exhibit A-1

PARCEL 1:

THE REAR OR EASTERLY 56.8 FEET OF LOT 1 AND THE REAR OR EASTERLY 56.8 FEET OF THE NORTH HALF (N 1/2) OF LOT 2, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 2:

THE WEST 68.2 FEET OF LOT 1, AND THE WEST 68.2 FEET OF THE NORTH 1/2 OF LOT 2, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 3:

THE SOUTH ONE-HALF (S 1/2) OF LOT 2, AND THE NORTH ONE-HALF (N 1/2) OF LOT 3, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 4:

THE NORTH 1/2 OF LOT 4 AND THE SOUTH 1/2 OF LOT 3, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 5A:

LOTS 5 AND 6, AND THE SOUTH 1/2 OF LOT 4, EXCEPT THAT PART DESCRIBED IN BOOK 6685 AT PAGE 378, BLOCK 1, SECOND VIADUCT ADDITION TO DENVER, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

PARCEL 5B:

THAT PART OF LOTS FOUR (4), FIVE (5) AND SIX (6), BLOCK ONE (1), SECOND VIADUCT ADDITION TO DENVER, DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF LOT FOUR (4), BLOCK ONE (1), SECOND VIADUCT ADDITION TO DENVER; THENCE SOUTH ALONG THE EAST LINE OF LOTS FOUR (4), FIVE (5) AND SIX (6) IN SAID BLOCK, TO THE SOUTHEAST CORNER OF LOT SIX (6) AFORESAID; THENCE WEST ON THE SOUTH LINE OF SAID LOT SIX (6) A DISTANCE OF 80.36 FEET; THENCE NOTHEASTERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF LOT FOUR (4), AFORESAID, DISTANT 0.64 FOOT WEST OF THE POINT OF BEGINNING; THENCE EAST 0.64 FEET TO THE POINT OF BEGINNING,

CITY AND COUNTY OF DENVER, STATE OF COLORADO

Exhibit A-2

THOSE PARTS OF LOTS 28 TO 30 INCLUSIVE, BLOCK 1, SECOND VIADUCT
ADDITION TO THE CITY OF DENVER, DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID BLOCK 1, AT A POINT THAT IS 22 FEET
WEST OF THE NORTHEAST CORNER OF SAID BLOCK, WHICH IS THE TRUE POINT
OF BEGINNING; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF LOT
28, SAID BLOCK 1; THENCE NORTH ALONG THE WEST LINE OF LOTS 28 TO 30 INC.,
TO THE NORTHWEST CORNER OF LOT 30, SAID BLOCK 1; THENCE EAST ALONG
THE NORTH LINE OF SAID BLOCK 1, A DISTANCE OF 103 FEET TO THE POINT OF
BEGINNING, CITY AND COUNTY OF DENVER, STATE OF COLORADO.

Exhibit C-2

AMENDMENT TO COOPERATIVE AGREEMENT

THIS AMENDMENT TO COOPERATIVE AGREEMENT (this "**Amendment**") is dated as of _____, 20__ ("**Amendment Effective Date**"), by and the CITY AND COUNTY OF DENVER, a municipal corporation of the State of Colorado (the "**City**") and the ARCHDIOCESE OF DENVER, a Colorado corporation sole ("**Archdiocese**" or "**Lessor**") whose address is 1300 S. Steele Street, Denver, Colorado 80210, as trustee for the benefit of Church of All Saints ("**Parish**"), whose address is 2559 S Federal Boulevard, Denver, Colorado (Archdiocese and Parish generally referred to below as "**Lessee**"), City and Lessee are each referred to individually as a "**Party**" and, collectively, as the "**Parties**".

RECITALS

A. The City and the Lessee entered into an Agreement dated June 11, 1997 (the "**Lease**"), to permit certain church-owned vacant real property located at the corner of South Federal Boulevard and West Harvard Avenue, Denver, Colorado, as more particularly described therein (the "**Leased Property**"), to be used by the City as a part of a park facility;

B. The City and Archdiocese as trustee for Our Lady of Guadalupe Parish are also parties to that certain Lease and Agreement dated August 23, 1995 and amended November 3, 2000, as further amended by that certain Second Revival and Amendatory Lease Agreement dated April 6, 2010, as further amended by that certain Third Revival and Amendatory Lease Agreement dated August 10, 2020 ("**City Property Lease**"), for certain property owned by Archdiocese as more particularly described therein (the "**City Property**");

C. The City and the Archdiocese are also parties to that certain Lease Agreement dated _____, 2023, ("**Mullen Home Lease**") for portions of the property located at 3629 W. 29th Street, Denver, Colorado, known commonly as "Mullen Home," which includes 74,047 square feet of a residential care facility situated on a 359,000 square foot parcel ("**Mullen Home Property**") in which the City and Archdiocese have agreed that as consideration and in lieu of base rent the City and the Archdiocese will exchange the Leased Property and the Church Property; and

D. The City and Archdiocese desire to modify the Lease by providing the mechanisms by which the Archdiocese shall grant the Leased Property to the City and to terminate the Lease, as hereinafter set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the premises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Definitions; Recitals.** The foregoing recitals are deemed to be true and accurate in all respects and are hereby incorporated into and made an integral part of this Amendment. Capitalized terms used in this Amendment shall have the same meanings as ascribed to them in the Lease, unless otherwise expressly defined in this Amendment.

2. **Property Exchange Date.** Upon the date that is six (6) months from the Commencement Date under the Mullen Home Lease (the "**Exchange Date**"), City shall convey to Archdiocese fee simple

title to the Leased Property by a quitclaim deed, in a form substantially similar to **Exhibit A** attached hereto and incorporated herein ("**Transfer Deed**"), free and clear of all liens and encumbrances by, through or under the City except for taxes and assessment for the year of the exchange and such other matters as approved by the Archdiocese (the "**Permitted Exceptions**") and shall execute for the benefit of Archdiocese such bills of sale or assignments that are necessary to convey the property rights or other non-real estate portions of the Leased Property including all leases, licenses, and concession agreements. Upon the Exchange Date, Archdiocese shall present the Transfer Deed to the City and the City may record. Upon the recordation of the Transfer Deed, this Lease shall terminate. Notwithstanding the foregoing, in the event the Mullen Home Lease is terminated prior to the Exchange Date this Amendment shall be null and void. However, the Parties, upon mutual agreement, may elect to proceed with the land exchange in the event of the termination of the Mullen Home Lease.

3. **Diligence.** As part of its due diligence, City shall have the right to obtain a survey and a title commitment at City's sole cost and expense. The Archdiocese shall cooperate with City in obtaining any reasonable diligence materials with respect to the Leased Property. If as a part of the City's due diligence, the City concludes, in its sole discretion, that the Leased Property is not suitable for its continued use of the Leased Property, this Amendment shall be null and void.

4. **Exchange Costs.** The Archdiocese, as grantor, shall pay the cost of obtaining and recording any releases of any mortgages and the cost of any Owner's Title Policy. City, as grantee, shall pay the cost of (a) any stamp, transfer taxes or documentary fee imposed by law, and any transfer fee required under any title documents, (b) recordation of the deed, and (c) any cost of any other title endorsements required by City. The Parties shall share equally the escrow fees and closing costs charged by the closing agent for the closing, if any. All other closing costs shall be apportioned according to prevailing local custom in for commercial real estate closings in the metropolitan area where the Leased Property is located. Each party shall pay its own legal fees.

5. **General Provisions.**

a. *No Brokers.* The parties represent and warrant each to the other that no broker or finder has been engaged by either party in connection with the transaction contemplated herein, and no person now claims or will claim any commission, finder's fee or other compensation by, through, under or as a result of any relationship with such party because of such transactions.

b. *Further Instruments.* Each party hereto shall from time to time execute and deliver such further instruments as the other party, the title company (if any) or its counsel may reasonably request to effectuate the intent of the property exchange contemplated herein.

c. *Headings.* Article and Section headings used in this Amendment are for convenience of reference only and shall not affect the construction of any provision of this Amendment.

d. *Negation of Partnership.* Nothing herein contained shall be construed to create a partnership or joint venture or fiduciary status between the parties.

e. *Severability.* If any provision of this Amendment or the application thereof to any Party or circumstance shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Amendment or the application of such provision to such person or circumstance, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

f. *Authority.* Each Party represents that its signatory hereto has the authority to execute and

deliver this Amendment on behalf of the Party for which such signatory is acting, and that upon the execution by such signatory, this Amendment is binding on behalf of the Party for which such signatory is acting and enforceable against such party in accordance with its terms.

g. *Governing Law.* The provisions of the Lease relating to governing law, forum selection and jury trial waiver (if any) are incorporated herein by reference as if fully set forth herein.

h. *Effect of Amendment.* Except as herein modified, all other terms and conditions of the Lease shall remain unchanged and in full force and effect. In the event of any conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall govern and control. Each reference in the Lease to itself shall be deemed also to refer to the Lease as modified by this Amendment.

i. *Effectiveness.* The submission of this Amendment shall not constitute an offer, and this Amendment shall not be effective and binding unless and until fully executed and delivered by every Party hereto.

j. *Defined Terms.* Any capitalized terms used in this Amendment that are not defined herein, but are defined in the Lease, will have the meanings assigned to such terms in the Lease.

k. *Time is of Essence.* Time is of the essence herein.

l. *Examination of Records.* Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to Lessor's performance pursuant to this Lease, provision of any goods or services to the City, and any other transactions related to this Lease (to the extent in the possession or control of Lessor). Lessor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Lease or expiration of the applicable statute of limitations (provided all documents and information will be subject to Lessor's document retention policies, which will not be modified by this section). When conducting an audit of this Lease, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Lessor to make disclosures in violation of any applicable laws, including state or federal privacy laws. Lessor shall at all times comply with D.R.M.C. 20-276 to the extent applicable to Lessor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Amendment to Lease effective on the Amendment Effective Date.

ARCHDIOCESE:

ARCHDIOCESE OF DENVER

a Colorado corporation sole,

By: 

Name: Keith A. Parsons,

Title: Attorney in fact for the Most Reverend Samuel J. Aquila,
STL Archbishop of Denver

Signature Date: Dec 14, 2023

[Signatures continue on next page]

CITY:

CITY AND COUNTY OF DENVER,

a municipal corporation of the State of Colorado

By: _____

Name: _____

Title: _____

Signature Date: _____, 20__

[End of signature pages]

Exhibit A

Form of Quitclaim Deed: Deed from Archdiocese to City

QUITCLAIM DEED

(_____)

THIS QUITCLAIM DEED, is made this ____ day of _____, 20__, between The Archdiocese of Denver, a Colorado Corporation sole, in its capacity as Trustee under that Declaration of Trust for the Archdiocese of Denver Charitable Trust dated January 25, 2007, whose address is 1300 S. Steele Street, Denver, CO 80210 (“Grantor”), and the CITY AND COUNTY OF DENVER a municipal corporation (“Grantee”).

WITNESS, that Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed, and QUITCLAIMED, and by these presents does remise, release, sell, convey and Quitclaim unto Grantee, it successors and assigns forever the following real property, together with improvements, if any, situate, lying and being in the said County of Denver, and State of Colorado described as follows:

SEE ATTACHED **EXHIBIT A**

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoove of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

Exhibit A

LOTS 1 AND 2, BLOCK 7, SOUTHLAWN GARDENS, CITY AND COUNTY OF DENVER,
STATE OF COLORADO.

EXCEPTING THEREFROM THOSE PORTIONS DESCRIBED IN INSTRUMENTS
RECORDED JUNE 3, 1964 IN BOOK 1521 AT PAGE 61, JULY 21, 1971 IN BOOK 355 AT
PAGE 446, AND FEBRUARY 27, 1981 IN BOOK 2331 AT PAGE 27.

Exhibit D

Rules and Regulations

1. Lessee and Service Provider shall keep the Premises and all portions of the property utilized by Lessee, its agents, employees, independent contractors, licensees and invitees, clean and shall not allow debris from the Leased Premises to collect in any of the halls, stairs, elevators, lobbies or other areas of the property. All trash shall be placed in appropriate containers designated for trash collection. Lessee and Service Provider shall not place or permit to be placed any trash outside of said containers. Lessee shall not place in any trash receptacle any material which cannot be disposed of in the ordinary and customary manner of trash and garbage disposal without being in violation of any law or ordinance governing such disposal. Lessee shall use its best efforts to require its agents, employees, independent contractors, invitees and licensees to deposit all trash only in appropriate trash receptacles and to refrain from littering any portion of the Leased Premises and surrounding grounds with trash.

2. Lessee shall not do or permit or authorize to be done any act on or about the Premises which will obstruct or interfere with the rights of Lessor or annoy Lessor and surrounding neighbors in any way, including but not limited to, using any musical instruments, playing loud music, making loud noises, singing, using any bubble-making machine or organizing, authorizing, permitting or participating in any way in any public rallies, demonstrations or other gatherings. No reptiles, birds or animals of any kind shall be permitted in the Leased Premises or the property, except for any animals required for the assistance of visually or hearing impaired individuals or individuals with other disabilities.

3. Toilets, sinks, urinals, or other apparatus in the Leased Premises shall not be used for any purposes other than those uses for which they were constructed, and no sweepings, rubbish, rags, or other foreign substance of any kind shall be deposited therein. Any damage resulting from misuse of any toilets, sinks, urinals or other apparatus in the Leased Premises shall be repaired and paid for by the Lessee whose employees, guests or any of their employees, agents, visitors, licensees, or invitees may have caused such damage.

4. Lessee shall assume full responsibility for protecting the Leased Premises, Property and the contents thereof from theft, robbery, pilferage, vandalism, and other loss, except to the extent caused by the gross negligence or intentional acts or omissions of Lessor.

5. The lobbies, restrooms, courts, vestibules, paths, walkways, sidewalks, entrances, stairways, landings, corridors, and halls of the Leased Premises shall not be obstructed or used for any purpose other than ingress and egress. Lessor shall in all cases retain the right to control and prevent access to the Leased Premises and the Property by all persons whose presence, in the judgment of Lessor, shall be prejudicial to the safety, character, reputation and interests of the Property; provided, however, that nothing herein contained shall be construed to prevent such access to persons with whom Lessee normally deals in the conduct of its Permitted Use within the Leased Premises (such as guests, suppliers and vendors, and the like) unless such persons are engaged in illegal activities. Neither Lessee nor any employee or invitee of any guest shall go upon the roof of the Leased Premises without the prior written consent of Lessor. Nothing shall be thrown out of the windows or doors or down the stairways of the Leased Premises.

6. Lessee assumes the risk and responsibility of moving its property in and out of the Property and the Leased Premises. Lessor shall not be responsible for loss or damage of any nature or from whatever cause to any of Lessee's personal property. Movement of Lessee's property in and out of the Premises shall be as directed by Lessor.

7. Lessor may take all reasonable measures it deems necessary for the safety and security of the Property and Leased Premises including, without limitation, evacuation for cause, suspected cause, or temporary denial of access to the Leased Premises. There shall be no abatement of rent and Lessor shall not be responsible for any damages resulting to Lessee from such action. Lessor reserves the right to exclude or expel from the Property any person who, in Lessor's judgment, is intoxicated, under the influence of alcohol or drugs, commits any act in violation of these Rules and Regulations or constitutes a security risk to the Property or the Leased Premises.

8. Lessee or Service Provider shall not engage or pay any employees on the Leased Premises except those actually working for Lessee or Service Provider on the Leased Premises nor advertise for laborers giving an address at the Leased Premises. The Leased Premises shall not be used for any improper, objectionable, or illegal purposes, as determined in Lessor's sole discretion. Parties acknowledge that nothing in this agreement shall permit the City or its Service Provider to violate any laws or regulations of the City and County of Denver, the State of Colorado, the United States, including but not limited to the First Amendment of the Constitution of the United States of America; provided that the City and its Service Provider shall take all reasonable actions and explore reasonable alternatives to prevent the use of the Leased Premises to be inconsistent with, or contrary to, the mission or teachings of the Lessor and its affiliates or the Roman Catholic Church.

9. Lessee shall not permit or keep in the Leased Premises any flammable, combustible, or explosive material, chemical or substance other than limited quantities thereof reasonably necessary for the operation or maintenance of office equipment and residential living facilities. Lessee shall not allow any smoke, dust, fumes, odors, gases, vapors or heat to be emitted from the Leased Premises. Lessee shall not use or keep or permit to be used or kept any foul or noxious gas or substance in the Leased Premises, or permit or suffer the Leased Premises to be occupied or used in a manner offensive or objectionable to Lessor by reason of noise, odors or vibrations, or interfere in any way with Lessor's use of the Excluded Property. Excluding Lessee's obligations under the Lease, Lessee shall not install or operate any engine or boiler machinery of any kind, nor carry on any mechanical business of any kind within the Leased Premises, without the express written consent of Lessor, which Lessor may withhold in its sole discretion.

10. No vehicle (including bicycles and motorcycles) belonging to Lessee or to Lessee's agents, guests, employees, or invitees shall be parked so as to impede or prevent ready access to the Property, or any entrance to or exit from the Property, or any sidewalks or walkways thereon.

11. Canvassing, soliciting, peddling and distribution of handbills or any other written material in the Property and Leased Premises are prohibited, and Lessee shall cooperate to prevent the same, excluding governmental pamphlets and/or materials intended which provide information on resources available to the migrants.

12. Lessee shall not place anything or allow anything to be placed near the glass of any window, door, partition, or wall of the Leased Premises which may, in Lessor's opinion, appear unsightly from outside the Premises. All drywall and wall partitions abutting the exterior portions of the Leased Premises shall be installed in such a manner that said drywall and wall partitions shall abut the mullions of the building in which they are located and not the glass windows of said building. No electric or other outlets or switches shall be installed on any of the window walls of the Premises or on any of the vertical penetrations of the Premises. Lessee, Service Provider and guests shall not mark, drive nails, screw or drill into the partitions, doors, woodwork or plaster or in any way deface the Property or the Leased Premises, or any part thereof, except in accordance with the provisions of the Lease pertaining to alterations and except for usual and customary interior decorating and the installation of furniture, fixtures and telephones and electrical equipment. Lessee shall not affix any floor covering to the floor of the Premises in any manner except as approved by Lessor.

13. Lessee shall not install any sun screening, curtains, blinds, shades, screens, or other objects on any window or door of the Leased Premises without Lessor's prior written consent, which may be given or withheld in Lessor's reasonable discretion. All electric ceiling fixtures hung in the Leased Premises must be of a quality, type, design, and bulb color approved by Lessor.

14. Lessee shall (i) not waste electricity, water, or air conditioning and agrees to cooperate fully with Lessor to assure the most effective operation of heating and air conditioning services for the Leased Premises and Property, (ii) comply with any governmental energy saving rules, laws or regulations, (iii) not permit anything to be done or brought onto the Leased Premises or the Property which would impair or interfere with the utility or other services, and (iv) promptly notify Lessor of any accidents, defects or malfunction in any of the utility services provided to the Leased Premises. All lights and water faucets and all of Lessee's office equipment in the Premises shall be turned off at night when such areas are not in use. For any default or carelessness in this regard Lessee shall make good all injuries sustained as a result thereof by other guests or occupants of the Leased Premises or Lessor.

15. Lessee shall not install or attach any radio or television antenna, satellite dish, loudspeaker, or other devices or projections on the roof or exterior walls of the Property or to any part of the Leased Premises which would, in Lessor's opinion, interfere with the communication facilities utilized by Property, or be unsightly.

16. Lessee shall have no rights or privileges to use the roof for any purposes other than protection from the elements. Furthermore, Lessee shall not place items of any sort on, about or through the roof nor shall Lessee allow its employees, agents or anyone acting on the behalf of Lessee to place items of any sort on, about or through the roof without the prior written permission of Lessor. All roof penetrations, except the cell tower, shall be performed by Lessor's contractor at Lessee's expense in a manner that will not violate any applicable warranty on the roof.

17. Should Lessee desire to place any unusually heavy equipment, including, but not limited to, large files, safes and electronic data processing equipment on the Leased Premises, it shall first obtain written approval of Lessor to place such items within the Leased Premises, for the proposed location for the installation of the same. Lessor shall have the right to prescribe the weight and position of any equipment that may exceed the weight load limits for the Leased

Premises, and may further require, at Lessee's expense, the reinforcement of any flooring on which such equipment may be placed, and/or to have an engineering study performed to determine such weight and position of equipment, to determine added reinforcement required and/or determine whether or not such equipment can be safely placed within the Leased Premises.

18. Lessee shall cooperate fully with the life safety plans for the Leased Premises as established and administered by Lessor from time-to-time, including participation by Lessee and guests and employees of Lessee in exit drills, fire inspections, life safety orientations and other programs relating to fire safety required or directed by Lessor.

19. Except with the prior written consent of Lessor, Lessee shall not use the Premises for manufacturing of any kind, or any business or activity other than that specifically provided for in the Lease.

20. Lessor may waive any one or more of these Rules and Regulations, but no such waiver by Lessor shall be construed as a waiver of other such Rules and Regulations nor prevent Lessor from thereafter enforcing any such other Rules and Regulations.

21. These Rules and Regulations are in addition to, and shall not be construed in any way to modify or amend, in whole or in part, the terms, covenants, agreements and conditions of the Lease.

22. Lessor reserves the right to rescind, alter or waive any of the provisions of these Rules and Regulations or add thereto when, in its judgment, the same is reasonably necessary or desirable for the reputation, safety, care or appearance of the Property, the operation and maintenance of the Property or the comfort of the owners, occupants or tenants of the Property.

23. Smoking is permitted in designated areas only. Lessee shall require employees and guests to smoke only in designated areas, and shall, to the best of Lessee's and its Service Provider's ability, prevent any persons from smoking in those non-designated areas.

24. Corridor doors, when not in use, shall be kept closed.

25. Lessee shall comply with all security procedures.

26. Lessee shall lock all doors of the Premises leading to corridors or the exterior.

Lessor reserves the right to rescind any of these Rules and Regulations and to make such other and further rules and regulations as in its reasonable judgment shall, from time to time, be required for the safety, protection, care and cleanliness of the Property and Leased Premises, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees. Such Rules and Regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

EXHIBIT D
BUSINESS ASSOCIATE AGREEMENT
HIPAA/HITECH

1. GENERAL PROVISIONS AND RECITALS.

- 1.01 The parties agree that the terms used, but not otherwise defined below, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they exist or may hereafter be amended.
- 1.02 The parties agree that a business associate relationship (as described in 45 CFR §160.103) under HIPAA, the HITECH Act, and the HIPAA regulations arises between the CONTRACTOR and the CITY to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of CITY.
- 1.03 CITY wishes to disclose to CONTRACTOR certain information, some of which may constitute Protected Health Information ("PHI") as defined below, to be used or disclosed in the course of providing services and activities.
- 1.04 The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they exist or may hereafter be amended.
- 1.05 The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that impose more stringent requirements with respect to privacy of PHI.
- 1.06 The parties understand that the HIPAA Privacy and Security rules apply to the CONTRACTOR in the same manner as they apply to a covered entity. CONTRACTOR agrees to comply at all times with the terms of this Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they exist or may hereafter be amended, with respect to PHI.

2. DEFINITIONS.

- 2.01 "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection of that information.
- 2.02 "Agreement" means the attached Agreement and its exhibits to which these additional terms are incorporated by reference.
- 2.03 "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

2.03.1 Breach excludes:

1. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or CITY, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
2. Any inadvertent disclosure by a person who is authorized to access PHI to another person authorized to access PHI, or organized health care arrangement in which CITY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner disallowed under the HIPAA Privacy Rule.
3. A disclosure of PHI where CONTRACTOR or CITY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2.03.2 Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

1. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
2. The unauthorized person who used the PHI or to whom the disclosure was made;
3. Whether the PHI was actually acquired or viewed; and
4. The extent to which the risk to the PHI has been mitigated.

2.04 "CONTRACTOR" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.05 "CITY" shall have the same meaning as in the attached Agreement, to which these Business Associate terms are incorporated by reference.

2.06 "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.07 "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.08 "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §160.103.

2.09 "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §164.501.

2.10 "Immediately" where used here shall mean within 24 hours of discovery.

- 2.11 "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 2.12 "Parties" shall mean "CONTRACTOR" and "CITY", collectively.
- 2.13 "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- 2.14 "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 2.15 "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.16 "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule at 45 CFR §164.103.
- 2.17 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 2.18 "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.
- 2.19 "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 2.20 "Subcontractor" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.
- 2.21 "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- 2.22 "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services ("HHS") in the guidance issued on the HHS Web site.
- 2.23 "Use" shall have the meaning given to such term under the HIPAA regulations at 45 CFR §160.103.

3. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

- 3.01 CONTRACTOR agrees not to use or further disclose PHI that CITY discloses to CONTRACTOR except as permitted or required by this Agreement or by law.

- 3.02 CONTRACTOR agrees to use appropriate safeguards, as provided for in this Agreement, to prevent use or disclosure of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY, except as provided for by this Contract.
- 3.03 CONTRACTOR agrees to comply with the HIPAA Security Rule, at Subpart C of 45 CFR Part 164, with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits, on behalf of CITY.
- 3.04 CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Agreement that becomes known to CONTRACTOR.
- 3.05 CONTRACTOR agrees to immediately report to CITY any Use or Disclosure of PHI not provided for by this Agreement that CONTRACTOR becomes aware of. CONTRACTOR must report Breaches of Unsecured PHI in accordance with 45 CFR §164.410.
- 3.06 CONTRACTOR agrees to ensure that any of its subcontractors that create, receive, maintain, or transmit, PHI on behalf of CONTRACTOR agree to comply with the applicable requirements of Section 164 Part C by entering into a contract or other arrangement.
- 3.07 To comply with the requirements of 45 CFR §164.524, CONTRACTOR agrees to provide access to CITY, or to an individual as directed by CITY, to PHI in a Designated Record Set within fifteen (15) calendar days of receipt of a written request by CITY.
- 3.08 CONTRACTOR agrees to make amendment(s) to PHI in a Designated Record Set that CITY directs or agrees to, pursuant to 45 CFR §164.526, at the request of CITY or an Individual, within thirty (30) calendar days of receipt of the request by CITY. CONTRACTOR agrees to notify CITY in writing no later than ten (10) calendar days after the amendment is completed.
- 3.09 CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of CITY, available to CITY and the Secretary in a time and manner as determined by CITY, or as designated by the Secretary, for purposes of the Secretary determining CITY'S compliance with the HIPAA Privacy Rule.
- 3.10 CONTRACTOR agrees to document any Disclosures of PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY, and to make information related to such Disclosures available as would be required for CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.11 CONTRACTOR agrees to provide CITY information in a time and manner to be determined by CITY in order to permit CITY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528.
- 3.12 CONTRACTOR agrees that, to the extent CONTRACTOR carries out CITY's obligation(s) under the HIPAA Privacy and/or Security rules, CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to CITY in the performance of such obligation(s).

- 3.13 CONTRACTOR shall work with CITY upon notification by CONTRACTOR to CITY of a Breach to properly determine if any Breach exclusions exist as defined below.

4. SECURITY RULE.

- 4.01 CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §164.308, §164.310, §164.312, §164.314 and §164.316 with respect to electronic PHI that CITY discloses to CONTRACTOR or that CONTRACTOR creates, receives, maintains, or transmits on behalf of CITY. CONTRACTOR shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- 4.02 CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained here.
- 4.03 CONTRACTOR shall immediately report to CITY any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI as described in 5. BREACH DISCOVERY AND NOTIFICATION below and as required by 45 CFR §164.410.

5. BREACH DISCOVERY AND NOTIFICATION.

- 5.01 Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify CITY of such Breach, however, both parties may agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR §164.412.
 - 5.01.1 A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.
 - 5.01.2 CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have been known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by the federal common law of agency.
- 5.02 CONTRACTOR shall provide the notification of the Breach immediately to the CITY DEH Executive Director or other designee.
 - 5.02.1 CONTRACTOR'S initial notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
- 5.03 CONTRACTOR'S notification shall include, to the extent possible:
 - 5.03.1 The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
 - 5.03.2 Any other information that CITY is required to include in the notification to each Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify CITY, or

promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 2. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 3. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 5. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 5.04 CITY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR §164.404, if at the sole discretion of the CITY, it is reasonable to do so under the circumstances.
- 5.05 In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all required notifications to CITY, and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- 5.06 CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR §164.402 to demonstrate that a Breach did not occur.
- 5.07 CONTRACTOR shall provide to CITY all specific and pertinent information about the Breach, including the information listed above, if not yet provided, to permit CITY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to CITY.
- 5.08 CONTRACTOR shall continue to provide all additional pertinent information about the Breach to CITY as it becomes available, in reporting increments of five (5) business days after the prior report to CITY. CONTRACTOR shall also respond in good faith to all reasonable requests for further information, or follow-up information, after report to CITY, when such request is made by CITY.
- 5.09 In addition to the provisions in the body of the Agreement, CONTRACTOR shall also bear all expense or other costs associated with the Breach and shall reimburse CITY for all expenses CITY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs or expenses associated with addressing the Breach.

6. PERMITTED USES AND DISCLOSURES BY CONTRACTOR.

- 6.01 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, CITY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by CITY.
- 6.02 CONTRACTOR may use PHI that CITY discloses to CONTRACTOR, if necessary, for the proper management and administration of the Agreement.
- 6.03 CONTRACTOR may disclose PHI that CITY discloses to CONTRACTOR to carry out the legal responsibilities of CONTRACTOR, if:
 - 6.03.1 The Disclosure is required by law; or
 - 6.03.2 CONTRACTOR obtains reasonable assurances from the person or entity to whom/which the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or entity and the person or entity immediately notifies CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has been breached.
- 6.04 CONTRACTOR may use or further disclose PHI that CITY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.
- 6.05 CONTRACTOR may use and disclose PHI that CITY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of CITY.

7. OBLIGATIONS OF CITY.

- 7.01 CITY shall notify CONTRACTOR of any limitation(s) in CITY'S notice of privacy practices in accordance with 45 CFR §164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.02 CITY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.
- 7.03 CITY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that CITY has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of PHI.
- 7.04 CITY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by CITY.

8. BUSINESS ASSOCIATE TERMINATION.

- 8.01 Upon CITY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Contract, CITY shall:

8.01.1 Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

8.01.2 Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

8.02 Upon termination of the Agreement, CONTRACTOR shall either destroy or return to CITY all PHI CONTRACTOR received from CITY and any and all PHI that CONTRACTOR created, maintained, or received on behalf of CITY in conformity with the HIPAA Privacy Rule.

8.02.1 This provision shall apply to all PHI that is in the possession of subcontractors or agents of CONTRACTOR.

8.02.2 CONTRACTOR shall retain no copies of the PHI.

8.02.3 In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to CITY notification of the conditions that make return or destruction infeasible. Upon determination by CITY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Agreement to the PHI and limit further Uses and Disclosures of the PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains the PHI.

8.03 The obligations of this Agreement shall survive the termination of the Agreement.

9. SUBSTANCE ABUSE (42 C.F.R., Part 2).

CONTRACTOR shall also comply with all provisions of 42 C.F.R., Part 2 relating to substance abuse treatment and records.