

REVIVAL AND AMENDATORY AGREEMENT

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

WHEREAS, the Parties entered into an Agreement dated November 16, 2023 (the “Agreement”) to provide shelter operations and programming; and

WHEREAS, the Agreement expired on by its terms on December 31, 2024, and rather than enter into a new agreement, the Parties desire to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend the Agreement as set forth below.

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

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

2. All references to “...Exhibit B-1...” in the existing Agreement shall be amended to read: “...Exhibits B-1 and B-1.1...” as applicable. **Exhibit B-1.1** Terms and Conditions for Occupancy and use of Premises is attached and will control from and after the date of execution.

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

“**3. TERM**: This Agreement will commence on January 1, 2024, and will expire, unless sooner terminated, on December 31, 2025 (the "Term").”

4. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Sub-section 4.4 entitled “**Maximum Contract Amount**” paragraph 4.4.1 is amended to read as follows:

“**4.4. Maximum Contract Amount**

4.4.1 Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed SIXTEEN MILLION FOUR HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED FORTY-SIX DOLLARS (\$16,431,246.00) (the “Maximum Contract

Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.”

5. A new section 43 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**43. 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.”

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

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

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Contract Control Number: HOST-202477323-01/HOST 202370609-01
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:

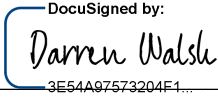
Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: HOST-202477323-01/HOST 202370609-01
Contractor Name: CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.

By:  _____
3E54A97573204F1...

Name: Darren walsh
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

**CATHOLIC CHARITIES & COMMUNITY SERVICES
OF THE ARCHDIOCESE OF DENVER, INC.**

HOST-202477232-01

I. INTRODUCTION

Current Performance Start and End Dates: January 1, 2024 – December 31, 2025

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the Catholic Charities & Community Services Of the Archdiocese of Denver, Inc. (CC) for the purpose of shelter operations and programming. The Fiscal Year 2025 award amount for this contract is **\$8,215,623.00** for a total contract amount of \$16,431,246.00.

Funding Source:	Homelessness Resolution Fund
Project Name:	Shelter Programs and Operations
Budget Type:	Focused Cost Reimbursement
Contractor Address:	6240 Smith Road, Denver CO 80216
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. Emergency Shelter Operations

1. CC will adhere to the 2025 Shelter Standards document that HOST will provide.
2. CC will operate a Women’s Shelter identified as the 48th Ave West shelter located at 4330 E 48th Ave or at a mutually agreed upon location owned by the City and County of Denver. The shelter will accommodate up to 275 guests, operating 24 hours per day, seven (7) days per week.
3. Shelter beds will be allocated 100% “emergency,” meaning low-barrier entry, not referral-based and/or qualified entry requiring service engagement.
4. CC will provide safe, stable, and sanitary shelter services that include basic needs such as meals, snacks, shower access, laundry access and shelter.
5. CC will facilitate secure storage of personal client belongings.
6. CC and HOST will adhere to the Responsibility Matrix of Facility Related Services in Appendix A.
7. CC will provide case management, support services, and transition planning into more stable housing opportunities/situations for those guests who choose to engage in these programs.

8. CC will refer clients that are experiencing drug dependency and seeking support for their drug use to substance abuse groups and detox programs for assistance within the metro Denver area.
9. CC will provide a range of direct services and referrals to help develop a source of income through employment and/or acquisition of public benefits for those guests who choose to engage in these programs.

B. Smith Road Shelter

1. CC will provide low-barrier, emergency shelter to accommodate women experiencing homelessness operating seven nights per week. Shelter capacity is up to 82 guests.
2. CC will operate 24 hours per day, seven (7) days per week from January 1, 2025 through March 31, 2025. Starting on April 1, 2025 through December 31, 2025 Smith Road Shelter will operate as an overnight shelter, seven nights a week.
3. Shelter beds will be allocated 100% “emergency,” meaning low- barrier entry and walk-up access, not referral-based and/or qualified entry requiring service engagement.
4. CC will provide safe, stable, and sanitary shelter services that include basic needs such as meals, snacks, shower access, laundry access and shelter.
5. CC will provide transportation resources to clients as budget permits.

C. Holy Rosary Overflow Shelter

1. CC will provide low-barrier, emergency shelter to accommodate women experiencing homelessness, Shelter capacity is up to 40 guests.
2. Operating seven nights per week, at the CC Samaritan House, commonly called the Holy Rosary Overflow Shelter.
3. Shelter beds will be allocated 100% “emergency,” meaning low- barrier entry and walk-up access, not referral-based and/or qualified entry requiring service engagement.
4. CC will provide safe, stable, and sanitary shelter services that include basic needs such as meals, snacks, and shelter.
5. CC will provide transportation resources to clients as budget permits.

D. Severe/Cold Weather Operations-Severe/Cold weather advisory emergency shelters include designated capacities and overflow for each women’s emergency shelter, with Severe Weather Operations activating at 35 degrees Fahrenheit or below and around the clock shelter access as needed and allowed by budget.

1. Holy Rosary and Smith Road Shelter is not 24/7 and will adhere to this designated shelters capacities and overflow with Severe/Cold Weather activation as needed and allowed by staffing and budget.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Provide sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
 - c. Additional training and reporting requirements will be published in the 2025 Shelter Standards document.
2. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
3. Contractor will obtain customer feedback at least quarterly to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating customer feedback which may include use of a third-party evaluator. Details will be outlined in 2025 Shelter Standards documents.
4. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.
5. Complete a security assessment and provide a security plan for each shelter site that must be reviewed and approved by HOST within the first 90 days of this contract and annually or as updates are made thereafter. Security plan requirements will be detailed in HOST 2025 Shelter Standards document.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).
2. Provide the 2025 Shelter Standards document and communicate any changes or updates made to the document as needed.

IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
103 Staff including Supervisory and Operational positions 397 beds Support Services Homeless Management Information System (HMIS) use Staff training Program Policies HOST funding	<ul style="list-style-type: none"> • 24/7 & Overnight • Bed & bedding • Shower access • Laundry • Hygiene supplies • Meals • Resource Navigation • Reunification • Vital document acquisition • Relationship building • OneHome Access • Housing Search • Referrals to health-related services • Weekly Case Management meeting • Enrollments, annual assessments, case management notes, and exit assessments • HOST required trainings • Participant feedback 	Households served annually	980	Households are provided a safe place to sleep and access to services to help them exit homelessness	100%	Address Unsheltered Homelessness Complete shelter system transformation toward rehousing Use customer feedback to improve shelter operations
		Households engaged in housing-focused case management	40%	Households that receive assistance exit to permanent or stable housing, and institutions	50%	
		Household receiving assistance with increasing their income through benefits and/or employment	40%	Households receiving assistance that have an increase in income through benefits or employment	70%	
		Households receiving assistance obtaining/maintaining vital documents	40%	Households that receive assistance obtain/maintain vital documents	70%	
		Households without OneHome assessments offered housing assessments	80%	Households offered assistance receive housing assessments	40%	
		Households offered the opportunity to provide feedback on services received	100%	Households that complete a survey report being satisfied or better	70%	

Assumptions: Unless otherwise indicated, data will be pulled from the Homeless Management Information System (HMIS). Contractor will upload a HMIS Data Quality report in Salesforce with each quarterly report. Data quality must be in alignment with expectations and standards outlined by COHMIS (<https://cohmis.zendesk.com/hc/en-us>). All Metrics will be reviewed quarterly and annually.

VI. REPORTING

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

<u>Quarterly Report</u>	<u>Q1</u>	<u>Q2</u>	<u>Q3</u>	<u>Q4</u>
<u>Due Date</u>	April 15th	July 15th	October 15th	January 15th

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. **Data Monitoring**
 A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
 - 1. Program data
 - a. Data sources
 - 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community.
 - 2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.

- i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:
Households proposed to be served over the contract term – 1960
Year 2024: 980
Year 2025: 980
 - ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.
The measures and benchmarks specified in the objectives and outcomes section.
- 2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
- 3. Financial Data
 - a. Funding sources and amount included.
 - b. Total Contract spend to date, by budget category.
- 4. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
 - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

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

VII. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested, HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests>

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
3. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
4. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

C. Payroll

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

D. Fringe Benefits

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

E. General Reimbursement Requirements

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
 - a. Vendor Name
 - b. Amount
 - c. Purpose
 - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
 - e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

F. Budget Modification Requests

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

G. Contract Amendments

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

H. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.

5. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.
10. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Procurements

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

J. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.

3. **Contract Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. **Compliance Monitoring:** Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

K. Records Retention

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

L. Contract Close-Out

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

M. Collection of Amounts Due

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

VIII. FUNDS WILL BE USED TO

A. Funds will be utilized to support Emergency Shelter Operations, and Women’s Emergency Shelter Programs. This organization does not receive income from operations and non-personnel costs are being funded.

Contract	Amount
Base	\$8,215,623.00
1 st Amendment	\$8,215,623.00

IX. Budget

Contract Program Budget Summary					
Contractor Name:	CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.				
	Project :	48th Avenue Shelter	City Contract #:	HOST 202477323-01	
	Budget Term:	1/1/2025-12/31/2025			
	Program/Fiscal Year:	2025			
Budget Category	Homelessness Resolution HOST Funding 48th Ave Shelter	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Shelter Administrators	\$25,876.00	\$25,876	\$42,148.00	61.39%	Up to .20 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shelter Management	\$306,221.00	\$306,221	\$326,541.21	93.78%	Up to 7 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shelter Supervisor	\$265,012.00	\$265,012	\$285,012.00	92.98%	Up to 5 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shelter Associate	\$801,354.00	\$801,354	\$1,023,932.00	78.26%	Up to 21 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Scheduling Coordinator	\$54,427.00	\$54,427	\$54,426.74	100.00%	Up to 1 full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Case Management and Programming	\$85,630.00	\$85,630	\$118,227.00	72.43%	Up to 2 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Social Worker	\$103,854.00	\$103,854	\$207,707.76	50.00%	Up to 3 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Housing Navigator	\$64,465.00	\$64,465	\$128,931.68	50.00%	Up to 2.50 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Volunteer Coordinator	\$29,560.00	\$29,560	\$48,424.00	61.04%	Up to .70 full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.

Budget Category	Homelessness Resolution HOST Funding 48th Ave Shelter	Total Costs requested from HOST	Agency Total		Budget Narrative
			Amount	%	
Mental Health Clinician	\$95,918.00	\$95,918	\$137,025.00	70.00%	Up to 2 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Kitchen Supervisor	\$65,869.00	\$65,869	\$84,448.00	78.00%	Up to 1.50 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Cooks	\$192,668.00	\$192,668	\$247,010.40	78.00%	Up to 5 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Catering Driver	\$299,903.00	\$299,903	\$339,903.00	88.23%	Up to 7 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Security	\$138,706.00	\$138,706	\$154,117.60	90.00%	Up to 3 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Total Salary:	\$2,529,463.00	\$2,529,463	\$3,197,854	79.10%	
Fringe Benefits	\$551,779	\$551,779	\$885,312	62.33%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$3,081,242	\$3,081,242	\$4,083,167	75.46%	
Other Direct Costs	Amount	Subtotal	Amount	%	

Budget Category	Homelessness Resolution HOST Funding 48th Ave Shelter	Total Costs requested from HOST	Agency Total		Budget Narrative
Program Expenses and Supplies	\$116,105.00	\$116,105	\$175,000	66.35%	Direct Program-related expenses and supplies that are not given directly to a client. Includes the following; cots, mats and mats covers, beds, bedding linens/blankets, cleaning supplies, PPE supplies, First aid supplies and equipment, laundry supplies, oxygen storage, Client education and programmatic materials/supplies, storage supplies for clients, cooling and heating related equipment, Translation and Interpretation services; Mobile storage unit rentals (must meet zoning/public right of way regulations); Emergency inclement weather preparation materials to ensure the safety of client and meet increase demand of period events; Employee uniforms and gear for safety and visibility while engaging with participants and emergency responders (e.g. gloves, vests, hats, or similar); General safety equipment and/or subscriptions (lone worker devices, specialized puncture proof gloves, metal detection); Security and monitoring equipment and ongoing services (Note: Only eligible for city-owned/leased facilities. Must follow established procedures for approval and installation); Furniture for the benefit of the participant and communal guest spaces (Note: Purchased materials must be long-lasting, durable. This may not be an eligible expense in future contracts.) Please, refer to the Responsibility Matrix in Appendix A for other program expenses and supplies.
Client Support	\$52,000.00	\$52,000	\$65,720	79.12%	Items provided to clients including clothes, uniforms, shoes, disposable clothing, hygiene products, personal lice treatments, hand warmers, sunscreen, umbrellas, water bottles, bus vouchers/passes, essential household items, laundry supplies, essential kitchen items, USB/data cards, accessibility items for the clients for visually or mobility impaired, personal storage items, employment related supplies, vital document fees (e.g. Social Security Cards, birth certificates, driving license, IDs, passport, etc.), housing/medical and behavioral/employment related application fees, HOST program approved gift cards (must receive prior approval) and other items for the purposes of enhancing life skills and experience of the client.
Client Meals	\$317,000.00	\$317,000	\$681,615	46.51%	Daily drinks, meals and snacks provided directly to the client for individual/group case management and programming activities. Includes plates, cups and eating utensils for client meals.
Mileage and Parking	\$250.00	\$250	\$250	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable.
Staff Program and Project Training	\$5,000.00	\$5,000	\$22,000	22.73%	Program-related training and conference materials and registration fees includes training and educational service to include CPR/First Aid/AED/Emergency Oxygen/Bloodborne Pathogens, verbal de-escalation, trauma-informed care, motivational interviewing, managing vicarious trauma, boundaries, de-escalation, crisis prevention and intervention, non-violent communication, human trafficking, mental health first aid, and others related to supporting the bio-psycho-social-needs of the shelter population through an inclusive and trauma-informed care lens.
Vehicle Gas/Fuel	\$6,000.00	\$6,000	\$6,000	100.00%	Vehicles Gas/Fuel- Includes gas and maintenance for dedicated program vehicles of food delivery and client transportation. Any Repairs are considered an INDIRECT expense.

Budget Category	Homelessness Resolution HOST Funding 48th Ave Shelter	Total Costs requested from HOST	Agency Total		Budget Narrative
Shelter Associates Temporary Staffing	\$27,000.00	\$27,000	\$27,000	100.00%	Shelter Associates Temporary Staffing services to be utilized on temporary/periodic basis when FTE's are not at capacity.
Professional Services	\$18,000.00	\$18,000	\$20,000	90.00%	Pest control services and bed bug treatment; Shower trucks or like services; Expense Reduction-Analysis-Food cost savings professional consulting; and Mobile Laundry Truck services contracted in a temporary/periodic basis as part of an emergency response or an a-typical circumstance, including but not limited to pest outbreaks, bio-chemical hazard emergency cleanings, malfunctioning equipment, etc.
Professional Services- Security	\$140,000.00	\$140,000	\$140,000	100.00%	Security Staffing services to be utilized on temporary/periodic basis when FTE's are not at capacity.
Professional Services- Janitorial	\$115,000.00	\$115,000	\$115,000	100.00%	Janitorial/Custodial Services at the 48th Avenue location
Total Other Direct Costs	\$796,355	\$796,355	\$1,252,585	63.58%	
Total Salaries, Fringe and Other Direct Costs	\$ 3,877,597.00	\$ 3,877,597.00	5,335,752	72.67%	
Indirect Costs					
Indirect Costs	\$581,640	\$581,640	\$800,363	72.67%	Indirect calculated 15% of Salaries, Fringe and Other Direct Costs
Grand Total	4,459,237.00	4,459,237.00	6,136,114.49	72.67%	

Contract Program Budget Summary						
Contractor Name:		CATHOLIC CHARITIES AND COMMUNITY SERVICES OF THE ARCHDIOCESE OF DENVER, INC.				
Project :		Women's Emergency Shelter Smith Road & Holy Rosary	City Contract #:	HOST 202477323-01		
Budget Term:		1/1/2025-12/31/2025				
Program/Fiscal Year:		2025				
Budget Category	Homelessness Resolution HOST Funding Smith Road	Homelessness Resolution HOST Funding Holy Rosary	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Shelter Administrators	\$25,876.00	\$25,876.00	\$51,752	\$63,222.00	81.86%	Up to .40 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shelter Management	\$180,592.00	\$108,032.00	\$288,624	\$373,029.54	77.37%	Up to 6 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shelter Supervisors	\$144,617.00	\$95,840.00	\$240,457	\$265,082.47	90.71%	Up to 4 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Shelter Associates	\$449,485.00	\$284,849.00	\$734,334	\$850,813.60	86.31%	Up to 17 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Case Management and Programming	\$59,114.00	\$0.00	\$59,114	\$59,114.00	100.00%	Up to 1 full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Social Workers	\$76,003.00	\$38,698.00	\$114,701	\$137,574.60	83.37%	Up to 2 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Volunteer Coordinator	\$10,290.00	\$5,000.00	\$15,290	\$20,690.00	73.90%	Up to .50 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Kitchen Supervisors	\$65,869.00	\$0.00	\$65,869	\$84,448.00	78.00%	Up to 1.50 full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Cooks	\$169,230.00	\$20,151.00	\$189,381	\$218,509.20	86.67%	Up to 4.50 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Catering Driver	\$166,785.00	\$74,103.00	\$240,888	\$286,067.00	84.21%	Up to 6 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Security	\$52,780.00	\$80,000.00	\$132,780	\$252,499.52	52.59%	Up to 5 full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits.
Total Salary:	\$1,400,641.00	\$732,549	\$2,133,190	\$2,611,050	81.70%	

Budget Category	Homelessness Resolution HOST Funding Smith Road	Homelessness Resolution HOST Funding Holy Rosary	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$286,241	\$193,904	\$480,145	\$639,957	75.03%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
Total Salary and Fringe Benefits:	\$1,686,882	\$926,453	\$2,613,335	\$3,251,007	80.39%	
Other Direct Costs	Amount	Amount	Subtotal	Amount	%	
Program and Project Supplies	\$20,000.00	\$15,000.00	\$35,000	\$75,000	46.67%	Direct Program-related expenses and supplies that are not given directly to a client. Includes the following; cots, mats and mats covers, beds, bedding linens/blankets, cleaning supplies, PPE supplies, First aid supplies and equipment, laundry supplies, oxygen storage, Client education and programmatic materials/supplies, storage supplies for clients, cooling and heating related equipment, Translation and Interpretation services; Mobile storage unit rentals (must meet zoning/public right of way regulations); Emergency inclement weather preparation materials to ensure the safety of client and meet increase demand of period events; Employee uniforms and gear for safety and visibility while engaging with participants and emergency responders (e.g. gloves, vests, hats, or similar); General safety equipment and/or subscriptions (lone worker devices, specialized puncture proof gloves, metal detection); Security and monitoring equipment and ongoing services (Note: Only eligible for city-owned/leased facilities. Must follow established procedures for approval and installation); Furniture for the benefit of the participant and communal guest spaces (Note: Purchased materials must be long-lasting, durable. This may not be an eligible expense in future contracts.) Please, refer to the Responsibility Matrix in Appendix A for other program expenses and supplies.
Client Support	\$5,000.00	\$5,000.00	\$10,000	\$20,000	50.00%	Items provided to clients including clothes, uniforms, shoes, disposable clothing, hygiene products, personal lice treatments, hand warmers, sunscreen, umbrellas, water bottles, bus vouchers/passes, essential household items, laundry supplies, essential kitchen items, USB/data cards, accessibility items for the clients for visually or mobility impaired, personal storage items, employment related supplies, vital document fees (e.g. Social Security Cards, birth certificates, driving license, IDs, passport, etc.), housing/medical and behavioral/employment related application fees, HOST program approved gift cards (must receive prior approval) and other items for the purposes of enhancing life skills and experience of the client.
Client Meals	\$100,000.00	\$43,600.00	\$143,600	\$331,078	43.37%	Daily drinks, meals and snacks provided directly to the client for individual/group case management and programming activities. Includes plates, cups and eating utensils for client meals.
Mileage and Parking	\$100.00	\$0.00	\$100	\$100	100.00%	Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable.
Staff Program and Project Training	\$1,500.00	\$500.00	\$2,000	\$2,000	100.00%	Program-related training and conference materials and registration fees includes training and educational service to include CPR/First Aid/AED/Emergency Oxygen/Bloodborne Pathogens, verbal de-escalation, trauma-informed care, motivational interviewing, managing vicarious trauma, boundaries, de-escalation, crisis prevention and intervention, non-violent communication, human trafficking, mental health first aid, and others related to supporting the bio-psycho-social-needs of the shelter population through an inclusive and trauma-informed care
Direct Facilities	\$211,575.00	76,620.00	\$288,195	\$550,000	52.40%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be allocated proportionately based on actual size or percentage of the building space. Associated expenses can include rent, lease, utilities, maintenance & repair costs.

Budget Category	Homelessness Resolution HOST Funding Smith Road	Homelessness Resolution HOST Funding Holy Rosary	Total Costs requested from HOST	Agency Total		Budget Narrative
Vehicle Gas/Fuel	\$6,000.00	\$0.00	\$6,000	\$6,000	100.00%	Vehicles Gas/Fuel- Includes gas and maintenance for dedicated program vehicles of food delivery and client transportation. Any Repairs are considered an INDIRECT expense.
Shelter Associates Temporary Staffing	\$10,000.00	\$0.00	\$10,000	\$10,000	100.00%	Shelter Associates Temporary Staffing services to be utilized on temporary/periodic basis when FTE's are not at capacity.
Professional Services	\$10,000.00	\$10,000.00	\$20,000	\$25,000	80.00%	Pest control services and bed bug treatment; Shower trucks or like services; Expense Reduction-Analysis-Food cost savings professional consulting; and Mobile Laundry Truck services contracted in a temporary/periodic basis as part of an emergency response or an atypical circumstance, including but not limited to pest outbreaks, bio-chemical hazard emergency cleanings, malfunctioning equipment, etc.
Professional Services- Security	\$24,000.00	\$24,000.00	\$48,000	\$50,000	96.00%	Security Staffing services to be utilized on temporary/periodic basis when FTE's are not at capacity.
Professional Services - Janitorial	\$35,000.00	\$55,192.00	\$90,192	\$95,000	94.94%	Janitorial/Custodial Services at the both Holy Rosary and Smith Road locations.
Total Other Direct Costs	\$423,175.00	\$229,912.00	\$653,087	\$1,164,178	56.10%	
Total Salaries, Fringe and Other Direct Costs	\$ 2,110,057.00	\$ 1,156,365.00	\$ 3,266,422.00	4,415,185	73.98%	
Indirect Costs						
Indirect Costs	\$316,509.00	\$173,455.00	\$489,964.00	\$662,278	73.98%	Indirect calculated 15% of Salaries, Fringe and Other Direct Costs
Grand Total	2,426,566.00	1,329,820.00	3,756,386.00	5,077,462.81	73.98%	

Appendix A
Responsibility Matrix of Facility Related Services

The City and County of Denver (“City”) is the Lessor/City. Catholic Charities (“Contractor”) is the Lessee and Service Provider. Responsibilities of facility related services are shown below. Property is located at 4330 E 48th Avenue.*

	<i>Responsible Party</i>
Xcel Electric/Gas/Steam	City*
Denver Water	City*
Wastewater/Storm Sewer	City*
Janitorial (incl. Janitorial Supplies)	Contractor
Exterior litter pickup (including all pet relief)	Contractor
Graffiti Removal	City*
Common Areas Maintenance - (e.g., offices, showers, laundry, community area, smoking area, and pet run areas)	City*
Fire System (sprinklers, inspections)	City*
Fire Alarm Monitoring & Fire Phone Line	City*
Smoke detectors / CO detectors	City*; Contractor will be required to regularly monitor the detectors and notify the City if these are missing, damaged or need replacement. City will make any replacements as necessary.
Fire Extinguishers (inspections and replacements)	City*; Service Provider will be required to regularly monitor the extinguishers and notify the City if these are missing, damaged or need replacement. City will make any replacements as necessary.
Security System hardware other than cameras /software, if applicable	City*
Security System Monitoring, if applicable	Contractor
Security System Phone Line, if applicable	City*
Security Cameras, if applicable	City*
Security Patrol, if applicable	Contractor
Stationary Security Guard, if applicable	Contractor
Telecom - Land Lines, if applicable	City*
Telecom - Cable TV	Contractor
Telecom - Wi-Fi	City*
Mechanical (HVAC) Maintenance	City*
Electrical Maintenance incl. generator, transformer, if any	City*
Plumbing/Sewer (Fixtures, Drains)	City*

Minor maintenance (i.e., plugged toilets, hand washing stations, laundry areas, bathroom repairs, shower repairs, changing light bulbs, any other repairs not involving specialized tools)	Contractor
Dryer vent cleanouts	Contractor
Interior Lighting (bulbs/ballasts) requiring specialized equipment, ladders or lifts	City*
Fence maintenance and repair	City*
PTAC units	N/A
Elevators	N/A
Pest control and bed bug treatments	Contractor
Appliance service and repairs	Whoever owns the appliance pays
Trash hauling to dumpsters	Contractor
Trash hauling from dumpsters (regular ongoing, not excess)	City*
Snow removal – parking lot, perimeter sidewalks, walkways, and entries to all structures	City*
Snow removal – smoking area walkways	Contractor
Landscaping & Irrigation; if applicable	City*
Parking lot repair and maintenance	City*
Sidewalk concrete repair and maintenance	City*
Exterior lighting	City*
Interior and exterior signage	City for location & CC for anything operational
Locks and keys	City*
Replacement keys	City*
Windows, screens and doors	City*
Structural and roof	City*
Gutters and downspouts	City*
Cleaning	Contractor
Major/Minor repairs** (<i>see language below</i>)	City*
Damages caused by Contractor's invitees	Contractor
Other services not delineated in the agreement	Contractor

*If any damage is caused by Contractor or its invitees (including any animal that belongs to an invitee, if any) Contractor pays for repair.

****Major Repair language example: Lessee shall be responsible for all repairs and maintenance to the Facility except for any major maintenance and repairs that are not caused by Contractor or its agents, employees, contractors, or invitees. Lessee pay for and ensure proper performance of all but major maintenance and repairs. For purposes of this Agreement, “major” maintenance and repair is defined as all individual maintenance requirements or repair occurrences that cost over \$2,000 each.**

Exhibit B-1.1

TERMS AND CONDITIONS FOR OCCUPANCY AND USE OF PREMISES

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

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

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

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

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