

AMENDATORY AGREEMENT

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

RECITALS:

A. The Parties entered into an Agreement dated August 5, 2024, (the “Agreement”) to perform, and complete all of the services and produce all the deliverables set forth on Exhibit A, Scope of Work and Budget, to the City’s satisfaction.

B. The Parties wish to amend the Agreement to extend the term, increase the maximum contract amount, add paragraph 35-subordination, update scope of work and budget exhibit, update the certificate of insurance exhibit, and add exhibit C-form of subordination agreement.

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

1. Section 3 of the Agreement entitled “**TERM**.” is hereby deleted in its entirety and replaced with:

“**3. TERM**: The Agreement will commence on **January 1, 2024** and will expire on **December 31, 2026** (the “Term”). The term of this Agreement may be extended by the City under the same terms and conditions by a written amendment to this Agreement. Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

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

“**d. Maximum Contract Amount**:

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$935,000.00)**; (the “Maximum Contract Amount”). The City is

not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement."

3. Section 35 of the Agreement entitled "**SUBORDINATION**:" is hereby added to the Agreement as follows:

"**35. SUBORDINATION**: Borrower shall not subordinate the lien of its Deed of Trust or any of its other security interests, liens or other encumbrances created in connection with its loan to the Program, or modify any such subordination without the express written approval of the Executive Director of the Denver Department of Public Health and Environment, or his/her permitted designee (the "Executive Director"). The Executive Director or his/her permitted designee is authorized to consent to the Borrower's subordination of the lien of its Deed of Trust and other security interests, liens and encumbrances or modifying such subordination so long as (i) the subordination agreement is substantially in the form attached hereto as **Exhibit C**; (ii) encumbrances prior to the Deed of Trust do not exceed **NINE HUNDRED THIRTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$935,000.00)**; and (iii) Borrower is not then in default of its obligations pursuant to this Agreement, the Borrower's Promissory Note, or the Collateral Assignment and the Program is not then in default of the Deed of Trust."

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

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

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

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

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

Contract Control Number:
Contractor Name:

ENVHL-202475909-01 / 202370550-01
COLORADO NONPROFIT DEVELOPMENT CENTER

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

SEAL**CITY AND COUNTY OF DENVER:**

ATTEST:

By: _____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number:
Contractor Name:

ENVHL-202475909-01 / 202370550-01
COLORADO NONPROFIT DEVELOPMENT CENTER

By:  _____
1CDC4FFA954949B...

Name: MELINDA HIGGS
(please print)

Title: President & CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1

SCOPE OF WORK & BUDGET

I. Purpose of Agreement

The purpose of this contract is to establish an agreement and Scope of Services between the Denver Department of Public Health and Environment (the “Program”) and Colorado Nonprofit Development Center d.b.a. Harm Reduction Action Center (the “Provider”).

The Provider shall provide the identified services for the City under the support and guidance of the Denver Department of Public Health and Environment using best practices and other methods for fostering a sense of collaboration and communication.

II. Program Services and Descriptions

The Provider will be granted funds to provide the following services in the city and county of Denver: The Harm Reduction Action Center (HRAC) will purchase a permanent facility to house their critical work providing health access services to over 4,000 individuals per year. Since 2002, the HRAC has been the primary provider of people who inject drugs (PWID) centered education and services in Colorado. More recently since 2020, smokers of crack, meth, and fentanyl have been integrated into services. The reason that HRAC has been so successful in our work is because we have cultivated a truly safe space where folks who use drugs are respected, treated with dignity, and empowered to improve their health.

The following partners will be subcontracted:

- N/A

III. Evaluation Plan

The Provider will be evaluated on their fulfillment of the objectives listed below. The Program will provide technical assistance to the Provider to finalize a formal evaluation plan within the first quarter of the project period.



DENVER
THE MILE HIGH CITY

EXHIBIT A-1

SCOPE OF WORK & BUDGET

IV. Workplan

PROJECT PERIOD: 1/1/2024 - 12/31/2024

	ACTIVITY/MILESTONE DESCRIPTION	TIMELINE FOR COMPLETION	MEASURABLE OUTCOMES/DELIVERABLES
OBJECTIVE 1			
By December 2025, the HRAC will purchase a permanent facility to house our body of work with over 15,000 unique episodes annually.			
ACTIVITY/MILESTONE 1	Extend current lease until December 2025	2024 Q1	Report to funder
ACTIVITY/MILESTONE 2	Receive confirmation from DOAC to extend year 1 funding to December 2025	2024 Q2	Report to funder
ACTIVITY/MILESTONE 3	Will receive contract to sign	On-going	CNDC will sign upon receiving

PROJECT PERIOD: 1/1/2025 - 12/31/2025

	ACTIVITY/MILESTONE DESCRIPTION	TIMELINE FOR COMPLETION	MEASURABLE OUTCOMES/DELIVERABLES
OBJECTIVE 1			
By December 2025, the HRAC will purchase a permanent facility to house our body of work with over 15,000 unique episodes annually.			
ACTIVITY/MILESTONE 1	Work with realtor to find a location	On-going	Report to funder
ACTIVITY/MILESTONE 2	Work with DDPHE to finalize any issues with location	On-going	Report to funder
ACTIVITY/MILESTONE 3	Once purchased, will provide community neighborhood outreach	2025 Q4	Will provide robust community outreach implementation plan per DDPHE board of health rules and invite DOAC council for a tour
ACTIVITY/MILESTONE 4	Open House for the community	2025 Q4	Pictures to prove it
OBJECTIVE 2			
In 2025, HRAC will provide 4,000 individuals with sterile syringe/pipe access, referrals, rules of agency engagement, access to on-site service providers, and critical health care.			
ACTIVITY/MILESTONE 1	People who use drugs will have increased access to health education, on-site service providers, community rules, and sterile supplies.	On-going	All data regarding fixed site activities will be provided by Programs Director through data collection through intakes, daily logs, and PWUD Advisory Committee notes
ACTIVITY/MILESTONE 2	People who use drugs will report will provide extensive feedback re: supplies, drug trends, programming, advocacy efforts, rules, regulations, policies, procedures, positive interactions with staff, volunteers, and programming to PWUD Advisory Committee.	On-going	Written and or verbal data collected in monthly PWUD Advisory Committee. Success will be indicated by participants reporting that the classes, materials, and supplies provided by HRAC addresses their largest concerns associated with their drug use. Success will also be indicated by additional opportunities uncovered for HRAC to design programming to meet the needs of our participants.
OBJECTIVE 3			
In 2025, HRAC will distribute 2,000 doses (1,000 kits) of naloxone to people who use opioids, and third parties.			



DENVER
THE MILE HIGH CITY

EXHIBIT A-1

SCOPE OF WORK & BUDGET

ACTIVITY/MILESTONE 1	People who use drugs will have increased access to naloxone.	On-going	Self-reporting of number of incidents where doses of naloxone are administered by HRAC staff and participants to reverse an opioid overdose. Success is measured by the number of lives saved through the successful administration of naloxone resulting in the reversal of an opioid overdose.
OBJECTIVE 4			
In 2025, HRAC will host 200 tours of our space for medical professionals, first responders, policy makers, law enforcement, and the general public to promote education and increased understanding of the needs of people who use drugs.			
ACTIVITY/MILESTONE 1	Tour guests will be diverse in profession/interest	On-going	Follow up email from HRAC staff to tour participants re: harm reduction information to change their level of knowledge surrounding the needs of people who use drugs as a result of their tour of the HRAC. The education and tailored-specific information will increase their level of knowledge surrounding the needs of people who use drugs as a result of their tour of the HRAC.
ACTIVITY/MILESTONE 2	Tour participants will act with more humanity towards people who use drugs and provide a higher standard of care.	On-going	HRAC staff who host tours will continue to educate folks post-tour via email for additional information pertinent to understanding how to work with, and serve, PWUD.

PROJECT PERIOD: 1/1/2026 - 12/31/2026

	ACTIVITY/MILESTONE DESCRIPTION	TIMELINE FOR COMPLETION	MEASURABLE OUTCOMES/DELIVERABLES
OBJECTIVE 1			
In 2026, HRAC will provide 4,000 individuals with sterile syringe/pipe access, referrals, rules of agency engagement, access to on-site service providers, and critical health care.			
ACTIVITY/MILESTONE 1	People who use drugs will have increased access to health education, on-site service providers, community rules, and sterile supplies.	On-going	All data about fixed site engagement activities will be provided by Programs Director through data collection through intakes, daily logs, and PWUD Advisory Committee notes
ACTIVITY/MILESTONE 2	People who use drugs will report will provide extensive feedback re: supplies, drug trends, programming, advocacy efforts, rules, regulations, policies, procedures, positive interactions with staff, volunteers, and programming to PWUD Advisory Committee.	On-going	Written and or verbal data collected in monthly PWUD Advisory Committee. Success will be indicated by participants reporting that the classes, materials, and supplies provided by HRAC addresses their largest concerns associated with their drug use. Success will also be indicated by additional opportunities uncovered for HRAC to design programming to meet the needs of our participants.
OBJECTIVE 2			
In 2026, HRAC will distribute 2,000 of naloxone to people who use opioids, and third parties.			



DENVER
THE MILE HIGH CITY

EXHIBIT A-1

SCOPE OF WORK & BUDGET

ACTIVITY/MILESTONE 1	People who use drugs will have increased access to naloxone.	On-going	Self-reporting of number of incidents where doses of naloxone are administered by HRAC staff and participants to reverse an opioid overdose. Success is measured by the number of lives saved through the successful administration of naloxone resulting in the reversal of an opioid overdose.
OBJECTIVE 3			
In 2026, HRAC will host 200 tours of our space for medical professionals, first responders, policy makers, law enforcement, and the general public to promote education and increased understanding of the needs of people who use drugs.			
ACTIVITY/MILESTONE 1	Tour participants will be diverse in profession/interest	On-going	Follow up email from HRAC staff to tour participants re: harm reduction information to change their level of knowledge surrounding the needs of people who use drugs as a result of their tour of the HRAC. The education and tailored-specific information will increase their level of knowledge surrounding the needs of people who use drugs as a result of their tour of the HRAC.
ACTIVITY/MILESTONE 2	Tour participants will act with more humanity towards people who use drugs and provide a higher standard of care.	On-going	HRAC staff who host tours will continue to educate folks post-tour via email for additional information pertinent to understanding how to work with, and serve, PWUD.

V. Performance Management and Reporting

The Provider is required to report on activities, program outputs, and outcomes as outlined in this section and work in partnership with the Program staff for shared learning to aid Denver's ongoing opioid abatement efforts. Monitoring will be performed by Denver Department of Public Health and Environment (DDPHE) staff and/or designee. The Provider should expect to share all data and evaluation products with DDPHE.

Performance management and reporting may include:

1. **Program Monitoring/Evaluation-Related Activities:** Review and analysis of current program information to determine the extent to which the Provider is achieving agreed upon goals. This may include the review and analysis of evaluation dashboards, primary provider data, provider aggregate reports, client and partner feedback, the Provider's evaluation plan referenced in Section III, reporting forms, and annual reports. As needed, the Program may attend evaluation site visits or check-ins to understand progress towards agreed-upon goals in this agreement.
2. **Fiscal Monitoring:** Review financial systems and billings to ensure that contract funds are allocated and expended in accordance with the terms of the agreement.



EXHIBIT A-1

SCOPE OF WORK & BUDGET

3. **Administrative Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDPHE policies are being met.

The table below summarizes required reporting activities and due dates. The Program may require additional measures to be reported or change the frequency of reporting throughout the period of performance given the evolving nature of the drug overdose epidemic.

Activity	Description	Due Date	Submit to
Report 1	Performance Measure and Data Monitoring	Monthly	OAF Program
Evaluation Plan	The Provider will submit a plan outlining how they will measure fulfillment of objectives within the first quarter of the project period	End of Q1	OAF Program
Report 2	Evaluation Monitoring	Quarterly	OAF Program
Report 3	Final Report	Annually	OAF Program
Annual Site Visit	Onsite evaluation of project outcomes and fiscal monitoring	Annually	OAF Program
Other reports and data sharing as requested	To be determined (TBD)	TBD	TBD
Program Meetings	Attendance and participation at regularly scheduled community of practice meetings, grantee check-ins, office hours, and collaborative partner meetings	Monthly	N/A

VI. Budget

The budget for this agreement is outlined below.



EXHIBIT A-1

SCOPE OF WORK & BUDGET

Term	1/1/2025 - 12/31/2025				
Budget Categories					
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from OD2A Grant
Building	Building down payment rolled over from Y1	Yes	1	450,000	\$450,000.00
Building	Y2 funds approved by DOAC to be used as additional down payment	Yes	1	200,000	\$200,000.00
Total Other					\$650,000.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$650,000.00
Indirect					
Item	Description				Total Amount Requested from OD2A Grant
Indirect rate (if applicable):	Indirect Costs: DDPHE policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget. The Colorado Nonprofit Development Center is the Harm Reduction Action Center's fiscal sponsor.				\$65,000.00
TOTAL INDIRECT COSTS					\$65,000.00
TOTAL AMOUNT REQUESTED FROM OAF					\$715,000.00
Term	1/1/2026 - 12/31/2026				
Budget Categories					
Other / Miscellaneous					
Item	Description	Does this budget item support the Scope of Work?	Quantity	Per Item Cost	Total Amount Requested from OD2A Grant
Building	Y3 mortgage payments for building	Yes	1	\$200,000	\$200,000.00
Total Other					\$200,000.00
TOTAL DIRECT COSTS (Supplies & Operating, Personnel, Other)					\$200,000.00
Indirect					
Item	Description				Total Amount Requested from OD2A Grant
Indirect rate (if applicable):	Indirect Costs: DDPHE policy places a ten percent (10%) cap on reimbursement for indirect costs, based on the total contract budget. The Colorado Nonprofit Development Center is the Harm Reduction Action Center's fiscal sponsor				\$20,000.00
TOTAL INDIRECT COSTS					\$20,000.00
TOTAL AMOUNT REQUESTED FROM OAF					\$220,000.00

Total Contract term: 1/1/2024-12/31/2026

Maximum Contract Amount including any indirect costs: \$935,000.00

Indirect Cost Limit: The Provider's total indirect costs cannot exceed 10% of the Maximum Grant Amount as listed in the Budget. Indirect costs are defined as the administrative costs that are incurred for common or joint activities that cannot be identified specifically with a particular project or program. Administrative costs can be included in indirect costs and defined as the costs incurred for usual and recognized overhead, including management and oversight of specific programs funded under this contract; and other types of program support such as quality assurance, quality control, and related activities. Direct costs are costs that can be directly charged to the Program, and which are incurred in the provision of direct services.



EXHIBIT A-1

SCOPE OF WORK & BUDGET

Examples of indirect costs include: Salaries and related fringe benefits for accounting, secretarial, and management staff, including those individuals who produce, review and sign monthly program and fiscal reports; Consultants who perform administrative, non-service delivery functions; General office supplies; Travel costs for administrative and management staff; General office printing and photocopying; General liability insurance; Audit fees, rent, utilities, general office supplies and equipment/technology.

VII. Invoice

This is a sample invoice. This template is subject to change.

VIII. Payments

Invoices, spending reports, and backup documentation, if required, shall be completed and emailed to OAFInvoices@denvergov.org on or before the 15th of each month following the month of services rendered 100% of the time.

All non-personnel purchases of \$1,000 or more must have back up documentation submitted with the invoice and report each month to DDPHE. The Provider is required to keep on file all documentation of purchase of items and/or payment less than \$1,000 but does not need to submit those back up documents with invoice and report unless the Program specifically requests it.

The Provider shall use the DDPHE invoice template in Section VII unless the Program gives approval for the Provider to use their own template. In the event of extenuating circumstances, invoices can be processed with immediate payment terms.

IX. General Requirements

This award is funded through DDPHE's Opioid Abatement Funds (OAF) Program. The City and County of Denver, along with other local governments throughout Colorado and the United States, filed a lawsuit against opioid manufacturers, distributors and pharmacies seeking to hold them responsible for their contributions to the opioid epidemic. Those lawsuits resulted in certain litigation settlements and the availability of funds to address and abate the impacts of opioid misuse. DDPHE created the OAF Program to support the Denver Opioid Abatement Council (DOAC) in overseeing the equitable and effective disbursement of settlement funds throughout the city and county of Denver. The DOAC and other regional opioid abatement councils in Colorado are working in partnership with the Colorado Office of the Attorney General to ensure settlement funds are utilized in accordance with the terms of the [Colorado Opioids Settlement Memorandum of Understanding \(MOU\)](#). Awardees must also comply with the terms of the MOU.



EXHIBIT A-1

SCOPE OF WORK & BUDGET

Contract amendments to include additional years of service will be dependent on funds received, program strategy and goals, and approval by the DOAC. The Program may require the Provider to submit updated budgets and scopes of work to be considered for continued funding.

The Provider shall follow the OAF Program Communication Guidelines, including displaying signage and/or online banners noting that the program receives funding from DDPHE and the OAF Program. The OAF Program will provide electronic files (e.g., logos) and guidelines for printing and/or displaying on websites, social media accounts, and other materials.

X. Other

Additional document and activity requirements that may be requested for this contract:

- Organizational Chart, Financial Reports, etc.
- Updated Certificate of Insurance
- Presenting progress and outcomes to the Denver Opioid Abatement Council
- Collaborating with the OAF Program on data analysis and needs assessments
- Reports and information for Program Evaluation, as required
- The Provider shall submit updated documents which are directly related to the delivery of services



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2025

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

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

PRODUCER IMA, Inc. - Colorado Division 1705 17th Street, Suite 100 Denver CO 80202	CONTACT NAME: IMA Certificate Team PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS: certificates@imacorp.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Colorado Nonprofit Development Center PO Box 18770 Denver, CO 80218	COLONON-03 <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Alliance of Nonprofits for Insurance, Risk Retenti</td> <td style="width: 20%;">NAIC # 10023</td> </tr> <tr> <td>INSURER B : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER C : Swiss Re Corporate Solutions America Insurance Cor</td> <td>29874</td> </tr> <tr> <td>INSURER D : Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Alliance of Nonprofits for Insurance, Risk Retenti	NAIC # 10023	INSURER B : Zurich American Insurance Company	16535	INSURER C : Swiss Re Corporate Solutions America Insurance Cor	29874	INSURER D : Pinnacol Assurance	41190	INSURER E :		INSURER F :	
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INSURER D : Pinnacol Assurance	41190												
INSURER E :													
INSURER F :													

COVERAGES**CERTIFICATE NUMBER:** 1900330426**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEXUAL <input checked="" type="checkbox"/> MISCONDUCT INCL. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			02-CP-0014013-01-01	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			02-CP-0014013-01-01	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			02-UB-000002400-1	3/1/2025	3/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC932782003 4024004	12/1/2024 12/1/2024	12/1/2025 12/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Blanket Personal Property & EDP Combined			CWB0031452-01	3/1/2025	3/1/2026	Limit Deductible SPC Form/RC \$658,720 \$1,000

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

Cyber Liability Coverage: Policy #H25NGP21262604
 Effective Dates: 3/1/2025 - 3/1/2026 Insurer: Houston Casualty Company
 \$1,000,000 Limit - 3rd Party; \$1,000,000 Limit - 1st Party; \$5,000 Retention
 Retro Date: 12/1/2017

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

CERTIFICATE HOLDER**CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT B-1

POLICY NUMBER: 02-CP-0014013-01-01

COMMERCIAL GENERAL LIABILITY

CG 20 26 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to include on this policy, under written contract or agreement currently in effect or becoming effective during the term of this policy, applicable under the terms and conditions of this endorsement, and consistent with the description below that the parties intend. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

After recording, return to:

Division of Real Estate

City and County of Denver

201 West Colfax Avenue, Dept. 1010

Denver, Colorado 80202

Project Description: _____

Asset Mgmt No.: _____

EXHIBIT C - FORM OF SUBORDINATION AGREEMENT

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

R E C I T A L S

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

See Exhibit A, attached hereto and incorporated herein.

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

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

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

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

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

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

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES AND EXHIBIT PAGES FOLLOW]

LENDER

By: _____
Name: _____
Title: _____

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

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

Witness my hand and official seal.
My commission expires:

Notary Public

BORROWER:

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

By: _____
Name: _____
Title: _____

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

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

Witness my hand and official seal.
My commission expires: _____.

Notary Public

**EXHIBIT A
TO
SUBORDINATION AGREEMENT**

(Legal Description)

LEGAL DESCRIPTION (To be provided)

Also known at street and number: 2590 Welton Street, Denver, Colorado 80205

**EXHIBIT B
TO
SUBORDINATION AGREEMENT**

(Exceptions)

[TO BE PROVIDED]