

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **BAYAUD WORKS LLC**, a Colorado limited liability company whose address is 1800 Glenarm Place, Denver, Colorado 80202 (the “Contractor”), individually a “Party” and jointly the “Parties.”

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.

2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

3. **TERM**: This Agreement will commence on **January 1, 2026**, and will expire, unless sooner terminated, on **December 31, 2027** (the “Term”).

4. **COMPENSATION AND PAYMENT**

4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. Amounts billed may not exceed the budget amounts set forth in **Exhibit A**.

4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

4.3. Invoicing: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of performance metrics for which reimbursement is sought as well as other supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

4.4. Maximum Contract Amount

4.4.1. Notwithstanding any other provision of this Agreement, the City's maximum payment obligation will not exceed **FOURTEEN MILLION TWO HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY CENTS (\$14,233,627.80)** (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.

4.4.2. The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4.4.3. If, as a result of any audit or program review relating to the performance of the Contractor under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents, and employees, from and against all disallowed costs.

4.5. Budget Modifications: Any modification to Exhibit A that requires an increase in the Maximum Contract Amount shall be evidenced by a written amendment prepared and executed by both Parties in the same manner as this Agreement.

5. LICENSE: During the Term of this Agreement, for the sole purpose of performing the services described herein, the City hereby grants to the Contractor, its agents and invitees, a revocable license for the occupancy and use of that certain portion of City owned or leased real property located at

7525 East Hampden Avenue as further described and set forth in Exhibit C, attached and incorporated by this reference (the “Premises”). Contractor shall occupy and use the Premises pursuant to the terms and conditions set forth in Exhibit D for the sole purpose of performing its services under this Agreement. Upon expiration of the Term, the Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises within thirty (30) days from such date of expiration. In the event this Agreement is terminated for cause per Section 8 herein, Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises immediately. In the event this Agreement is terminated without cause per Section 8 herein, Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises within ten (10) days. The Director of Real Estate shall have the authority to execute agreements which make technical, minor, or non- substantive changes to Exhibit C, Exhibit D, Appendix A, and this Section 5.

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

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

8. TERMINATION

8.1. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon ten (10) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under this Agreement beyond the time when its services become unsatisfactory to the Director.

8.2. Notwithstanding the preceding paragraph, the City may terminate this Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft,

racketeering, extortion or any offense of a similar nature in connection with the Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

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

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

9. EXAMINATION OF RECORDS AND AUDITS: Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access, and the right to examine, copy and retain copies, at City's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. The Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

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

11. **INSURANCE**

11.1. General Conditions: The Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Contractor shall keep the required insurance coverage in force at all times during the term of this Agreement, including any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Each policy shall require notification to the City in the event any of the required policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices Section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, the Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices Section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. The Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

11.2. Proof of Insurance: The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit B**, preferably an ACORD form, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the certificate of insurance. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

11.3. Additional Insureds: For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), the Contractor and subcontractor's insurer(s) shall include the

City and County of Denver, its elected and appointed officials, employees, and volunteers as additional insured.

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

11.5. Subcontractors and Subconsultants: The Contractor shall confirm and document that all subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) procure and maintain coverage as approved by the Contractor and appropriate to their respective primary business risks considering the nature and scope of services provided.

11.6. Workers' Compensation and Employer's Liability Insurance: The Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

11.7. Commercial General Liability: The Contractor shall maintain a Commercial General Liability insurance policy with minimum limits of \$1,000,000 for each bodily injury and property damage occurrence, \$2,000,000 products and completed operations aggregate (if applicable), and \$2,000,000 policy aggregate. Policy shall not contain an exclusion for sexual abuse, molestation, or misconduct.

11.8. Automobile Liability: The Contractor shall maintain Automobile Liability with minimum limits of \$1,000,000 combined single limit applicable to all owned, hired, and non-owned vehicles used in performing services under this Agreement.

11.9. Cyber Liability: Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

11.10. Performance Bond: Contractor shall, within 90 days of the execution of the Agreement, furnish a bond, in the amount of Five Hundred Thousand Dollars (\$500,000.00) to guarantee the faithful performance of the work performed, and provide financial remedy for damages to City property incurred through the Contractor's failure of performance and operations pursuant to this

Agreement. The City shall reimburse Contractor for the actual, reasonable cost incurred by Contractor to obtain the performance bond required under this Agreement up to an amount not to exceed \$10,000. The amount of the bond shall be increased upon request of the City due to amendments to Contractor's Scope of Work, increase in Contract Amount, or upon additional exposures. The Contractor shall, upon request by the City, provide evidence of such bond issuance and amendments. The bond shall be issued by an admitted surety insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-VIII" or better. Should the bond or any surety on such bond become or be determined by the City to be insufficient, it shall be replaced within ten days by a bond that fully complies with the requirements of this Section. This bond shall remain in force for the entire term of the Agreement.

11.11. City's Right to Revise Requirements: The City reserves the right at any time during the term of the contract to change the amounts and types of insurance and/or surety bond required by giving the Contractor written notice of such change. If such change results in additional cost to the Contractor, the Contractor will be afforded 90 days to procure and provide proof of revised insurance and/or performance bond requirement compliance. The City and Contractor may negotiate Contractor's additional cost by amendment or utilization of work order. If such changes result in the reduction or removal of insurance and/or performance bond requirements, the revisions will be effective upon the City giving the Contractor written notice of such change.

12. DEFENSE AND INDEMNIFICATION

12.1. The Contractor agrees to defend, indemnify, reimburse and hold harmless the City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property, including injuries or death of any person rightfully on the Premises for any purpose whatsoever, arising out of, resulting from, or relating to the services performed and the occupancy and use of the Premises under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify the City for any acts or omissions of the Contractor or its subcontractors either passive or active, irrespective of fault, including the City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of the City.

12.2. The Contractor's duty to defend and indemnify the City shall arise at the time written notice of the Claim is first provided to the City regardless of whether Claimant has filed suit on the Claim. The Contractor's duty to defend and indemnify the City shall arise even if the City is the only

party sued by claimant and/or claimant alleges that the City's negligence or willful misconduct was the sole cause of claimant's damages.

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

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

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

13. BOND REQUIREMENTS: The parties agree that this Agreement must be and has been approved by Special Counsel, Kutak Rock, 2001 16th Street, Suite 1800, Denver, CO 80210. It is understood that the use of the property where This Agreement will be performed is restricted by the Financing Ordinances, and by all applicable rules, regulations, statutes or ordinances promulgated by any federal, state or municipal agency having jurisdiction over the property where the services will be provided. The parties agree that, the Financing Ordinances permit the terms of This Agreement as written and that Contractor shall comply with all IRS regulations and take no action that would jeopardize the tax exempt status of the Financings. This agreement for services has been approved by Special Counsel, attached hereto as Exhibit E. The Contractor agrees that in its activities and occupancy hereunder it will comply with all of the terms and conditions of the Financings as those requirements are stated in This Agreement.

14. COLORADO GOVERNMENTAL IMMUNITY ACT: In relation to this Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

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

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

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

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

19. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

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

21. CONFLICT OF INTEREST

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

21.2. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under this Agreement. The Contractor represents that it has disclosed any

and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

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

Executive Director, Department of Housing Stability
201 W. Colfax Ave., 12th Floor
Denver, CO 80202

With copies to:

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

-and-

Director of Real Estate
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

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

23. 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 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.

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

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

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

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

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

29. COMPLIANCE WITH ALL LAWS: The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver and any grant providing funding for this Agreement.

30. STATUTES, REGULATIONS, AND OTHER AUTHORITY: Reference to any statute, rule, regulation, policy, executive order, or other authority means such authority as amended, modified, codified, replaced, or reenacted, in whole or in part, and in effect, including rules and regulations promulgated thereunder, and reference to any section or other provision of any authority means that provision of such authority in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision, in each case except to the extent that this would increase or alter the Parties respective liabilities under this Agreement. It shall be the Contractor's responsibility to determine which laws, rules, and regulations apply to the services rendered under this Agreement and to maintain its compliance therewith.

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

32. LICENSES, PERMITS, AND OTHER AUTHORIZATIONS: The Contractor shall secure, prior to the Term, and shall maintain, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

33. PROHIBITED TERMS: Any term or condition that requires the City to indemnify or hold the Contractor harmless; requires the City to agree to binding arbitration; requires the City to obtain certain insurance coverage; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any agreement containing a prohibited term shall otherwise be enforceable as if it did not contain such term or condition, and all agreements entered into by the City, except for certain intergovernmental agreements, shall be governed by Colorado law notwithstanding any term or condition to the contrary.

34. DEBARMENT AND SUSPENSION: The Contractor acknowledges that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any federal agency or by any department, agency, or political subdivision of the State of Colorado. The Contractor shall immediately notify the City if any subcontractor becomes debarred or suspended, and shall, at the City's request, take all steps required to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

35. NO CONSTRUCTION AGAINST DRAFTING PARTY: The Parties and their respective counsel have had the opportunity to review this Agreement, and this Agreement will not be construed against any Party merely because any provisions of this Agreement were prepared by a particular Party.

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

37. INTELLECTUAL PROPERTY RIGHTS: The City and the Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity. The Parties agree that all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information of the Contractor made available, directly or indirectly, by the Contractor to the City as part of the Scope of Services (collectively, "Contractor Materials"), are the exclusive property of the Contractor or the third parties from whom the Contractor has secured the rights to use such product. Contractor Materials, processes, methods, and

services shall at all times remain the property of the Contractor; however, the Contractor hereby grants to the City a nonexclusive, royalty free, perpetual, and irrevocable license to use Contractor Materials. The Contractor shall mark or identify all such Contractor Materials to the City.

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

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

40. CONFIDENTIAL INFORMATION

40.1. "Confidential Information" means all information or data disclosed in written or machine recognizable form and is marked or identified at the time of disclosure as being confidential, proprietary, or its equivalent. Each of the Parties may disclose (a "Disclosing Party") or permit the other Party (the "Receiving Party") access to the Disclosing Party's Confidential Information in accordance with the following terms. Except as specifically permitted in this Agreement or with the prior express written permission of the Disclosing Party, the Receiving Party shall not: (i) disclose, allow access to, transmit, transfer or otherwise make available any Confidential Information of the Disclosing Party to any third party other than its employees, subcontractors, agents and consultants that need to know such information to fulfil the purposes of this Agreement, and in the case of non-employees, with whom it has executed a non-disclosure or other agreement which limits the use, reproduction and disclosure of the Confidential Information on terms that afford at least as much protection to the Confidential Information as the provisions of this Agreement; or (ii) use or reproduce the Confidential Information of the Disclosing Party for any reason other than as reasonably necessary to fulfil the purposes of this Agreement. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. The City will retain all right, title, and interest in its Confidential Information.

40.2. The Contractor shall provide for the security of Confidential Information and information which may not be marked, but constitutes personally identifiable information, HIPAA, CJIS, or other federally or state regulated information (“Regulated Data”) in accordance with all applicable laws, rules, policies, publications, and guidelines. If the Contractor receives Regulated Data outside the scope of this Agreement, it shall promptly notify the City.

40.3. Confidential Information that the Receiving Party can establish: (i) was lawfully in the Receiving Party’s possession before receipt from the Disclosing Party; or (ii) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (iii) was independently developed or discovered by the Receiving Party; or (iv) was received from a third party that was not under an obligation of confidentiality, shall not be considered Confidential Information under this Agreement. The Receiving Party will inform necessary employees, officials, subcontractors, agents, and officers of the confidentiality obligations under this Agreement, and all requirements and obligations of the Receiving Party under this Agreement shall survive the expiration or earlier termination of this Agreement.

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

41. PROTECTED INFORMATION AND DATA PROTECTION

41.1. Compliance with Data Protection Laws: The Contractor shall comply with all applicable laws, rules, regulations, directives, and policies relating to data protection, use, collection,

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

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

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

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

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

41.5. Data Retention, Transfer, Litigation Holds, and Destruction: Using appropriate and reliable storage media, the Contractor shall regularly backup data used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of this Agreement, the Contractor shall securely delete or securely transfer all data, including Protected Information, to the City in an industry standard format as directed by the City; however, this requirement shall not apply to the extent the Contractor is required by law to retain data, including Protected Information. Upon the City's request, the Contractor shall confirm the data disposed of, the date

disposed of, and the method of disposal. With respect to any data in the Contractor's exclusive custody, the City may request that the Contractor preserve such data outside of its usual record retention policies. The City will promptly coordinate with the Contractor regarding the preservation and disposition of any data and records relevant to any current or anticipated litigation, and the Contractor shall continue to preserve the records until further notice by the City. Unless otherwise required by law or regulation, when paper or electronic documents are no longer needed, the Contractor shall destroy or arrange for the destruction of such documents within its custody or control that contain Protected Information by shredding, erasing, or otherwise modifying the Protected Information in the paper or electronic documents to make it unreadable or indecipherable.

41.6. Software and Computing Systems: At its reasonable discretion, the City may prohibit the Contractor from the use of certain software programs, databases, and computing systems with known vulnerabilities to collect, use, process, store, or generate data and information, with Protected Information, received as a result of the Contractor's services under this Agreement. The Contractor shall comply with all requirements, if any, associated with the use of software programs, databases, and computing systems as reasonably directed by the City. The Contractor shall not use funds paid by the City for the acquisition, operation, or maintenance of software in violation of any copyright laws or licensing restrictions. The Contractor shall maintain commercially reasonable network security that, at a minimum, includes network firewalls, intrusion detection/prevention, enhancements, or updates consistent with evolving industry standards, and periodic penetration testing.

41.7. Background Checks: The Contractor will ensure that, prior to being granted access to Protected Information, the Contractor's agents, employees, subcontractors, volunteers, or assigns who perform work under this Agreement have all undergone and passed all necessary criminal background screenings, have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement and Data Protection Laws, and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the data.

41.8. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the

Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

41.9. Security Breach: If the Contractor becomes aware of an unauthorized acquisition or disclosure of unencrypted data, in any form, that compromises the security, access, confidentiality, or integrity of Protected Information or data maintained or provided by the City (“Security Breach”), the Contractor shall notify the City in the most expedient time and without unreasonable delay. The Contractor shall fully cooperate with the City regarding recovery, lawful notices, investigations, remediation, and the necessity to involve law enforcement, as determined by the City and Data Protection Laws. The Contractor shall preserve and provide all information relevant to the Security Breach to the City; provided, however, the Contractor shall not be obligated to disclose confidential business information or trade secrets. The Contractor shall indemnify, defend, and hold harmless the City for any and all claims, including reasonable attorneys’ fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City in connection with a Security Breach or lawful notices.

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

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

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

44. **CITY EXECUTION OF AGREEMENT**: This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

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

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

48. **ATTACHED EXHIBITS INCORPORATED**: The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance.; **Exhibit C**, Premises; **Exhibit D**, Terms and Conditions for Occupancy and Use of Premises; **Exhibit E**, Bond Requirements Review Letter.

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Contract Control Number:
Contractor Name:

HOST-202581889-00
BAYAUD WORKS LLC

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:

HOST-202581889-00
BAYAUD WORKS LLC

By: _____

Signed by:

Alyssa Carrier

52A64CBBE2804D9...

Name: _____

Alyssa Carrier

(please print)

Title: _____

CEO

(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)

**EXHIBIT A
SCOPE OF WORK
DEPARTMENT OF HOUSING STABILITY
BAYAUD WORKS LLC
HOST-202581889**

INTRODUCTION

I.

Contract Term Dates: January 1, 2026 – December 31, 2027

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the Bayaud Works LLC (Bayaud) for the purpose of supporting programming and operations at the 7525 East Hampden Avenue, Denver, Colorado 80231 Non-Congregate Shelter. The agreement is to provide a two-year award not to exceed **\$14,233,627.80**. Funding must be approved each year through HOST and is subject to annual appropriations in the City and County of Denver budget.

Funding Source:	General Fund & Homelessness Resolution Fund
Project Name:	Family Emergency Non-Congregate Shelter (NCS) at Tamarac
Budget Type:	Performance Based
Contractor Address:	1800 Glenarm Pl. Suite. 300, Denver, Co. 80202
Organization Type:	LLC

II. SERVICES DESCRIPTION

- A. Contractor will be responsible for adhering to the Shelter Program Standards document to be provided by HOST.
- B. Contractor will provide full operations and programming at 7525 East Hampden Avenue, Denver, Colorado 80231, must be accessible to all guests, including those with Limited English Proficiency, equitable, inclusive, and hospitable.
- C. Partners are expected to make accommodations in accordance with the Americans with Disabilities Act (ADA), provide Language Access to persons with Limited English Proficiency (LEP), and ensure designated shelter sites comply with all applicable building codes, health regulations, and safety laws and regulations.
- D. Shelter Programming Services
 1. **Shelter Intake Services:** Contractor must accept approved referrals and offer intake services Monday through Friday between 9:00 am and 5:00 pm.
 - a. New clients must be entered into the Homeless Management Information Systems (HMIS).

- b. During intake, the Client is expected to review community guidelines and sign a guest agreement that includes each element required by HOST. A sample guest agreement is provided here:
<https://acrobat.adobe.com/id/urn:aaid:sc:VA6C2:d247cd07-ad34-4d7c-87cb-25a0a1a36253>
 2. **Housing First:** Utilize low-barrier, Housing First Model programming that is designed to encourage shelter entry through progressive engagement and maximize successful exits into permanent and stable housing.
 3. **Housing Focused Case Management and Navigation:** Primary activities will include conducting housing assessment, coordinating co-living opportunities, promoting successful housing retention education and skills development, landlord outreach and engagement, other services that promote long-term stability and well-being.
 4. **Pre-Critical Time Intervention (Pre-CTI)** services will be offered to all guests. Pre-CTI are early, time-limited support services offered to individuals before they exit shelter to permanent housing. Services include securing all vital documents needed to apply for housing, mapping support systems, training on living in permanent housing, and a warm handoff to housing navigators or housing Partners.
 5. **General Case Management:** Partners are expected to clearly outline the case management activities that constitute successful program participation by the shelter guest. These activities include, but are not limited to, life skills and healthy relationships development and education, housing search and placement, peer navigation, transportation assistance, comprehensive benefit enrollment, and obtaining vital documents.
 6. **Rapid Resolution:** Contractor must engage in a Rapid Resolution conversation with shelter guests. Specifically, Rapid Resolution focuses on:
 - a. Divert clients from shelters at the point of entry when appropriate.
 - b. Explore immediate housing options, such as reuniting with family, moving in with friends, or finding other safe and appropriate alternatives.
 - c. Provide limited financial or problem-solving support, like transportation costs, security deposits, short-term mediation with landlords or family members, or small rent payments.
 7. **Mental, Behavioral, Medical, and Substance Dependency:** Activities may include referrals or direct services such as counseling, crisis intervention services, access to substance dependency groups, treatment, and detox programs, on-site or off-site health services including physician-level care and pharmacy services, and referrals for tests.
 8. **Benefits Assistance:** Assist guests with applying for, or maintaining, benefits such as health insurance, income support, and/or food assistance.
 9. **Workforce Development:** Partners should include activities that promote employment education and expand job opportunities.
- E. NCS Operations
1. Shelter Operations will facilitate environments that are safe, hygienic, accessible, equitable, inclusive, and hospitable to all eligible shelter guests.

2. Services must provide regular, preventative and emergency general building repair and maintenance services as described in Appendix A-Maintenance and Repairs Matrix.
 3. Custodial and Janitorial services, including sanitation, cleaning, and other activities and responsibilities required to facilitate shelter environments that are safe and hygienic.
 4. Contractor must conduct inspections of the facility on a weekly basis and report back to HOST. Inspections include the exterior of the building, building systems, common areas, and individual units, windows, doors and walls, areas of ingress and egress, including emergency exits. Contractor shall notify the City of any damage to the facility.
 5. Laundry Services must provide laundered linens at minimum every seven (7) consecutive days of guests' stay.
 6. Contractor will communicate regularly with HOST if they are unable to meet the expectation of rooms being turned over within a week of client discharge.
- F. Contractor will provide, or coordinate meals that meet the appropriate public health requirements. Food safety, storage and transportation, and meals must be prepared with Serve Safe Guidelines. Services must be inclusive of
1. Full meals which includes three daily meals that meet adult daily nutritional needs;
 2. Food transportation, delivery and utensils; and/or
 3. Meal preparation which includes bulk purchases of ingredients necessary to prepare meals.
- G. Contractor will provide security services including, but not limited to security personnel (patrolling), and the timely reporting of critical incidents to HOST representatives. Partners must provide a security plan that includes patrolling requirements (hourly walkabouts, times of operations); emergency evacuation plans (including critical incident in case of violent crimes); provided trainings related to staff and guest safety and security (active shooter drills, conflict de-escalation, lock-down procedures, and metal detector management including confiscation protocols.)
- H. Community Relations: Collaborate with community stakeholders, the City, and other organizations to foster positive relationships with the local community to reduce any negative impacts associated with the site and address any concerns. Partners will be expected to:
1. Attend one monthly meeting of the local Registered Neighborhood Organization(s) where the site is located.
 2. Provide community members a phone number to call to report concerns
 3. Monitor the perimeter of the site to ensure it remains safe and clean, reporting any concerns to the City by contacting 311 or 911.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Contractor will:

1. Operate the site according to HOST's Program Standards and the requirements outlined in this Agreement.

2. Work with City to host any City-designated sensitivity training on an annual basis.
3. Provide any online modular 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 this https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. The Executive Director or their delegate is 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.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Ensure completion of requisite training as outlined by HOST Program Standards document.
5. Obtain consumer feedback on a regular basis. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents. Consumer feedback will be reviewed with the Contractor during monitoring and site visits by HOST.
6. 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.
7. Complete a security and safety assessment and provide a security safety 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 Program 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 access to sensitivity training and curricula for other required trainings for staff.
3. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document and ensure that the most current version is made available to partners in a timely manner.

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. **PERFORMANCE METRICS**

A. This is a performance-based contract in which payments are made based on specific performance metrics. Note that to receive payment under this contract, the Contractor must fulfill the responsibilities outlined in this Scope of Work

B. Payment is based on Contractor's performance across four metrics, which are designed to ensure the full utilization of available shelter beds and the provision of services that will lead to positive housing exits.

C. **Definitions:**

Shelter Nights: The provision of a bed and other essential needs for a household on a nightly basis. A performance payment is awarded for each household sheltered each night.

Rapid Resolution at Intake: The use of one-time funds and case management to quickly exit a household from homelessness. A performance payment is awarded for each unique household engaging in a Rapid Resolution Conversation within 5 days of enrollment. This initial Rapid Resolution Conversation does not count as Housing Focused Case Management.

Housing Focused Case Management: The offering of regular case management that works with a household to rehouse them into permanent or stable housing; this includes a variety of services outlined in the Homelessness Management Information System (HMIS), including Rapid Resolution after the initial intake conversation. A performance payment is awarded for each Housing Focused Case Management session per household, up to 4 times per month. Note that only one Housing Focused Case Management session per day will be counted toward this goal and must be with the designated Head of Household.

Active in Community Queue for Housing: A performance payment is awarded for each household with a Coordinated Entry Assessment that was completed less than one-year ago and is active on the OneHome or VA community queue each month. Note that being in the queue is required for all households seeking housing assistance through Denver's homelessness response system.

- D. The targets for each metric are listed below. If Contractor surpasses the performance target, the Contractor will be eligible for additional payment for that performance metric, provided it will not exceed the maximum contract value. If Contractor does not achieve the performance target, the Contractor will still be eligible for payment proportional with the number of performance metrics achieved.

Performance Metric Targets	
Sheltered Nights	
Target Occupancy Rate at Shelter (i.e. excludes those held offline by City and County of Denver)	90%
Rapid Resolution Conversation at Intake	
Target % Households Engaged at Intake	90%
Housing Focused Case Management	
Target % of Households Engaged Four Times/Month	80%
Community Queue for Housing	
Target % of Households Active in the Queue	90%

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.

Report Type	Due Date
Quarterly Report for January 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
Quarterly Report for July 1 – September 30	October 15
Quarterly Report for October 1 – December 31	January 15

- C. HOST Programs Community will provide Contractor with an online portal to submit report for each reporting period. Supplemental reporting may be required when HMIS and/or programs community 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
 - 1. 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.
 - 2. 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.
 - 3. Summary reports on clients served and not entered in HMIS 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.
 - a. Number of unique Households served
 - b. 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.
 - c. Data required as outlined in this Scope of Work.
 - 4. 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.
 - 5. Financial Data
 - a. Total Contract spend to date, by budget category, along with financial statements and/or backup documentation to be provided as requested by HOST.
 - 6. HMIS Data Quality reports (Required for all program reporting in HMIS): Data quality reports are a tool to assist with tracking data quality progress for client data entered in 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.

- b. Data that must be provided by emergency shelter include enrollment/exit information and all services required. Data must be entered the same day that these activities occur.
7. The Contractor must complete the Capacity Tracker form provided by HOST daily. This document must be completed no later than 8am for the previous day.

VII. PERFORMANCE BASED 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.
3. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, contractor has met all performance expectations, and does not require additional documentation or calculation revisions.
4. Requests for payment will be validated by HOST based on HMIS and Capacity Tracker data as presented in the designated dashboards established by HOST. The Contractor may also submit their own reports based on the HMIS and Capacity Tracker data. The dashboards and/or submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
5. The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. HOST Program Staff shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the Scope of Work. HOST Program Staff may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
6. The Contractor shall submit requests for performance-based payments on a monthly basis, no later than the 15th of the month following the period of performance, in a form and manner acceptable to HOST. All performance-based payments shall be appropriately itemized and totaled.
7. The Contractor shall submit the required documentation with each payment request ("invoice") including a completed HOST Expense Certification form, data report for the period of performance, and summary sheet. HOST reserves the right to request additional documentation or supporting materials at any time, and the Contractor shall provide such documentation upon request.
8. All reimbursement requests shall be submitted at this <https://denvergovhostlightningforce.my.site.com/AffordableHousing/s/partner-sign-up>

B. Reduction or Suspension for Performance-based Payments

1. HOST may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under this Contract, or take a combination of these actions upon finding, based on substantial evidence, any of the following conditions:
 - a. The Contractor failed to comply with any material requirement of this Scope of Work.
 - b. Performance of the program is endangered due to the Contractor's:
 - i. Failure to make progress; or
 - ii. Unsatisfactory financial condition.
 - c. The Contractor is delinquent in payment to any subcontractor or supplier under this Contract in the ordinary course of business.
2. The City may withhold payment of amounts in dispute until the approved amount is finally determined. The City may dispute calculations within ten (10) days after receipt of a fully responsive reimbursement request. The Contractor shall have five (5) days after notice from the City to make the necessary corrections.

C. Records and Controls

1. The Contractor shall maintain records and controls adequate for administration of this Scope of Work.
2. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Program Officer to be inadequate to demonstrate proper performance.

D. Reports and HOST Access

1. The Contractor shall promptly furnish internal reports, financial statements, and other pertinent information requested by the Program Officer for the administration of the program and to determine that an event or other criterion prompting a financing payment has been successfully accomplished.
2. The Contractor shall provide HOST a reasonable opportunity to examine and verify the records and to examine and verify the performance of the program.

E. Basis for Payments and Disputes

1. HOST will create a dashboard for each metric and will use these to determine payment amounts.
2. The final dashboard for each month created by HOST will pull data entered HMIS and the Capacity Tracker on the 5th of each month for the previous month's performance metrics. Any changes made to the data after the 5th will not be considered when evaluating the invoices.
3. The Contractor may utilize the dashboards for preparing their invoices and/or may submit their own documentation from HMIS and the Capacity Tracker.
4. If the Contractor does not agree with the data in the dashboards, they must file a written dispute to their Program Officer that includes adequate documentation from HMIS and their Capacity Tracker Forms before an invoice is submitted for the performance period. The Program Officer or their designee will review the data with the Contractor

to resolve the discrepancy. HOST will make the final determination regarding any data discrepancies.

F. Rate Card Modification Requests

1. HOST may restrict the transfer of funds or targets among metrics or cost categories at its discretion as deemed appropriate by HOST program staff, executive management or designee(s).
2. Rate Card modifications may be required for changes related to increase or decrease of metrics within an approved rate card, to add metrics, or to make changes to a budget cost basis. A rate card modification can adjust the 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. Rate Card modifications will require submittal of written justification and new supporting documents by the Contractor. These rate card documents will require approval by HOST program staff and submitted to contracts and finance staff.
4. The Contractor understands that any rate card modification requests under this agreement shall be submitted to HOST after the first month of the contract term.
5. Rate Card modifications may be requested during the Contract term. Such requests should be limited to circumstances where adjustments are necessary and not occur on a routine basis. All modifications are Subject to review and approval by the HOST Deputy Director or their designee.
6. Rate Card modifications will become effective at the first of the month after they are submitted and approved.

G. Homeless Management Information System and Reporting

1. It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.
2. The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS.
3. The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures, and the COHMIS Security, Privacy and Data Quality Plan.
4. Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.
5. Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.
6. Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.

7. HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract.

H. 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.

I. Financial Management Systems

1. The Contractor must maintain financial systems that meet the following standards:
 - a. 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.
 - b. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.

J. 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 twenty-five thousand dollars (\$25,000) 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.

K. 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.
5. Financial Monitoring: Contractor must provide financial statements, including but not limited to general ledgers, general journals, and financial audits related to this Agreement as requested by HOST.

L. 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.

M. 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. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within ninety (90-days) days after the Agreement end date, or sooner if required by HOST in writing.
3. Contract close out forms will be provided to the Contractor by HOST prior to end of contract.
4. 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.

N. Collection of Amounts Due

1. Any funds paid to a Contractor that are more than 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. USE OF FUNDS

A. Funding provided under this contract will be used to operate the 7525 East Hampden Avenue, Denver, Colorado 80231 location according to the scope of work in this Agreement and HOST's Program Standards. The maximum budget for this contract is not to exceed \$14,233,627.80. Funding availability is subject to City Council annual appropriation.

B. The maximum amount anticipated to be funded is as follows:

Program Year 2026:	\$7,028,952.00
Program Year 2027:	\$7,204,675.80
Total:	\$14,233,627.80

C. This contract is structured on a performance-based model, where payments are tied to the achievement of specified outcomes or deliverables. Invoicing should reflect the actual performance or milestones met, rather than a fixed schedule, and HOST reserves the right to adjust payments based on verified performance results. The base pricing and unit quantities listed may be adjusted by HOST as needed and are not guaranteed for future periods or renewals. The following is the initial expected rate card for each program year; note that rates are subject to change, and actual performance payments will not exceed the total contract value.

2026	Price Per Metric
Sheltered Nights	\$60.78
Rapid Resolution Conversation	\$1,904.40
Housing Focused Case Management	\$513.57
Community Queue for Housing	\$456.43

2027	Price Per Metric
Sheltered Nights	\$62.30
Rapid Resolution Conversation	\$1,952.01
Housing Focused Case Management	\$526.41
Community Queue for Housing	\$467.84

**APPENDIX A
MAINTENANCE AND REPAIRS MATRIX**

EXPENSES & SERVICES	WHO ARRANGES FOR	RESPONSIBLE PARTY
Property/Possessory Interest Taxes	Assessor sends invoices	City
Xcel Electric/Gas/Steam		City
Denver Water/Backflow Testing		City
Wastewater/Storm Sewer		City
Cleaning/Janitorial (including janitorial supplies)		Contractor will be responsible for all janitorial, including cleaning the interior and exterior of the property, maintaining supplies, and cleaning up after any service animals/animals onsite, if any.
Placing Trash in Dumpsters		Contractor
Exterior Litter Pickup and Pet Waste		Contractor
Graffiti Removal		City
Fire Alarm Monitoring and Fire Phone Line		City
Fire System (including sprinklers and inspections)		City
Fire Extinguishers		City to inspect and replace; Contractor to notify if any are used or needed.
CO/Smoke Detectors		City to replace; Contractor to inspect regularly, replace batteries as needed and notify the City if any are missing or needed for replacement.
Motion Detectors or Camera Phone Lines (if any)		City
Security System Hardware other than Cameras/Software (if any)		City
Security System Monitoring (if any)		Contractor
Security System Phone Line		City
Security Cameras (if any)		City, as needed
Security Patrol (if any)		Contractor
Security Guard (if any)		Contractor
Metal Detector(s)		Contractor
Cable TV (if any)		Contractor

Telecom-Wi-Fi		City-Guest Wi-Fi / Contractor - Business Needs
Telecom-Land Lines		City
Mechanical (HVAC) Maintenance		City
Electrical Maintenance (including generator, if any)		City
Major Plumbing (i.e., fixtures, drains, etc.)		City
Minor Maintenance including common areas (i.e., clogged toilets, leaky faucets, change light bulbs/ballasts not needing ladder or lift, repairs without specialized tools or personnel, soap dispenser repairs, etc.)		Contractor; Contractor is responsible for maintenance on all their own personal property
Major Maintenance (i.e., any light bulbs/ballasts requiring specialized equipment, ladders, lifts or personnel, etc.)		City
Elevators		City
Pest Control Interior & Bed Bug		Contractor
Limited Pest Control Exterior of the Property		City
Appliance Service and Repairs		Contractor will maintain any appliances they own in the building. City will maintain/repair laundry equipment onsite.
Trash Hauling from Dumpsters (regular ongoing, not excess)		City
Excess Trash Hauling (if approved)		City
Salt/Snow Melt		City
Snow Removal – Parking Lot, if applicable		Contractor
Snow Removal – Sidewalks, Walkways, Ramps/Stairs, Courtyard and Entries		Contractor
Landscaping and Irrigation		City
Parking Lot R&M (if any)		City
Sidewalk Concrete R&M (if any)		City
Exterior Lighting		City
Exterior Fences		City
Interior and Exterior Signage		City
Locks and Keys	All lock/key requests for City owned property must involve Facilities	City will provide access/keys for Contractor. Contractor will monitor access and keys to the building and keep them secured at all times.

Extra or Replacement Keys		City
Windows, Screens and Doors		City
Structural and Roof		City
Gutters and Downspouts		City
Laundry (minimum of quarterly or regularly as needed cleaning of dryer exhaust vents)		Contractor
Cleaning Animal Relief Areas, if any		Contractor
Kitchen: Food Storage		Contractor to store food in proper locations and at the proper temperatures if applicable.
Kitchen: Cleaning and Maintenance (to include the fridge and freezer, kitchen hood, floors, food storage, dishes and all kitchen equipment cleaning and basic maintenance not to include specialized equipment)		Contractor is to conduct regular cleaning and basic maintenance.
Kitchen: Cleaning and Maintaining Grease Interceptor		City
Kitchen: Hood Inspections		City
Kitchen: Furniture, Fixture and Equipment Replacements		Contractor
Damages Caused by Contractor's Invitees		Contractor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2025

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 License # 0757776 HUB International Insurance Services (COL) 2000 S. Colorado Blvd Tower 2, Suite 150 Denver, CO 80222	CONTACT NAME: Margaret Gallegos PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: Margaret.Gallegos@hubinternational.com														
INSURED Bayaud Works, LLC 1800 Glenarm Place Denver, CO 80219	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Kinsale Insurance Company</td> <td>38920</td> </tr> <tr> <td>INSURER B : Artisan and Truckers Casualty</td> <td>10194</td> </tr> <tr> <td>INSURER C : Pinnacol Assurance Company</td> <td>41190</td> </tr> <tr> <td>INSURER D : Gemini Insurance Company</td> <td>10833</td> </tr> <tr> <td>INSURER E : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Kinsale Insurance Company	38920	INSURER B : Artisan and Truckers Casualty	10194	INSURER C : Pinnacol Assurance Company	41190	INSURER D : Gemini Insurance Company	10833	INSURER E : Hanover Insurance Company	22292	INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	0100396311-0	9/1/2025	9/1/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	999921843	7/8/2025	7/8/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X		0100401192-0	9/30/2025	9/1/2026	EACH OCCURRENCE \$ 6,000,000
							AGGREGATE \$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	4260564	9/1/2025	9/1/2026	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> \$ 1,000,000
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Errors & Omissions			VIPL056856	9/1/2025	9/1/2026	E&O/Professional \$ 3,000,000
E	Crime			BDC-J011377-03	5/19/2025	5/19/2026	Crime \$ 1,000,000

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

RE: Locations: 2601 West 7th Ave., Denver CO 80204, 333 South Zuni St., Denver CO 80223, 4040 N. Quebec St., Denver CO 80207, 4590 N. Quebec St., Denver CO 80216, 7525 East Hampden Avenue, Denver, Colorado 80231

As required by written contract, the City and County of Denver, its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured for General Liability, Commercial Auto Hired & Non-Owned coverage and Crime. A Waiver of Subrogation is included for General Liability, Crime and Workers' Compensation. Commercial Umbrella and Excess Liability coverage follows form for General Liability.

CERTIFICATE HOLDER

CANCELLATION

City and County of Denver Attn: Director of Real Estate 201 West Colfax Avenue, Dept. 1010 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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ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Insurance Services (COL)		License # 0757776	NAMED INSURED Bayaud Works, LLC 1800 Glenarm Place Denver, CO 80219
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Exclusion(s)
Ultimately, Products & Completed Ops is excluded because with this class, these exposures simply do not exist.

However, the purpose for the Personal & Advertising Injury Exclusion is directly correlated to this class of business. Because advising is a main component of their ops, litigation can become a huge factor against the insured, since our insured is directly advising entities and governmental municipalities. For example, let's assume the insured gave incorrect information for disaster preparedness to a client, the entity who received, "incorrect" information, could sue our insured and although this is truly a PL exposure claim, it can and often does bleed over into the GL's Personal & Advertising coverage, which isn't really what it's designed for.

The best practice to ensure no coverage gaps would be to secure both GL & PL for the insured. This way, in the event of a claim described above, the PL would clearly be primary since in place.

Cyber Security Policy
Cyber/Privacy/Network Security Liability

Policy Number: C-4MQ8-514557-CYBER-2025
Insurance Co.: Aspen Specialty Insurance Company
Policy Effective: 09/30/2025 - 09/01/2026
Coverage: \$1,000,000 Per Occurrence

EXHIBIT C PREMISES

The legal description and depiction of the Premises located at 7525 E. Hampden Ave. is below.
The Premises is outlined in green.

Legal Description

Parcel A:

A part of the Southwest quarter of Section 33, Township 4 South, Range 67 West of the 6th Principal Meridian more particularly described as follows:

Commencing at the Southwest corner of said Southwest quarter; thence Northerly along the West line of said Southwest quarter 262.5 feet to a No. 5 rebar, also being the True Point of Beginning; thence on an angle to the right 89 degrees 58' 43" and parallel to the South line of said Southwest quarter 225.00 feet to a No. 5 rebar; thence on an angle to the left of 89 degrees 58' 43" a distance of 30.00 feet to a No. 5 rebar; thence on an angle to the right of 89 degrees 58' 43" a distance of 141.15 feet to a No. 5 rebar; thence on an angle to the left of 108 degrees 57' 15" 449.24 feet to a chiseled "x" in gutter; thence on an angle to the left of 44 degrees 01' 28" a distance of 246.99 feet to a No. 5 rebar on the West line of said Southwest quarter; thence on an angle to the left of 117 degrees 00' 00" and along said West line 567.11 feet to the Point of Beginning.

City and County of Denver, State of Colorado.

Parcel B:

A part of the Southwest quarter of Section 33, Township 4 South, Range 67 West of the 6th P.M. more particularly described as follows:

Commencing at the Southwest corner of said Section; thence Northerly along the West line of said Section 262.50 feet; thence on an angle to the right of 89 degrees 58' 43" a distance of 239.95 feet; thence on an angle to the right of 90 degrees 01' 17" a distance of 189.13 feet to the Northerly right of way of East Hampden Avenue; thence on an angle to the left of 81 degrees 29' 20" and along said Northerly right of way 22.73 feet; thence on an angle to the left of 08 degrees 31' 56" and along said right of way 265.47 feet; thence on an angle to the left of 90 degrees 00' 00" a distance of 50.41 feet; thence on an angle to the left of 18 degrees 57' 15" a distance of 95.00 feet; thence on an angle to the left of 38 degrees 35' 00" a distance of 102.15 feet to a point of curve; thence along a tangent curve to the right having a radius of 125.00 feet, a central angle of 22 degrees 04' 21" a distance of 48.16 feet to the True Point of Beginning; thence continuing along said curve to the right having a radius of 125.00 feet, a central angle of 16 degrees 30' 39" 36.02 feet to a point of tangent; thence along said tangent to the right 377.20 feet to a point of curve; thence along said tangent curve to the left having a radius of 70.00 feet, a central angle of 23 degrees 54' 32" a distance of 29.21 feet; thence on an angle to the left of 156 degrees 05' 28" a distance of 443.11 feet; thence on an angle to the left of 87 degrees 35' 59" a distance of 9.23 feet; thence on an angle to the left of 53 degrees 34' 23" a distance of 3.09 feet to the True Point of Beginning.

City and County of Denver, State of Colorado.

Parcel C:

The non-exclusive easement rights created by the Reciprocal Easement Agreement recorded June 19, 1980 in Book 2175 at Page 499, as amended by Instruments recorded August 20, 1980 in Book 2212 at Page 622, and May 11, 1984 in Book 3095 at Page 544, re-recorded June 6, 1984 in Book 3116 at Page 347.

City and County of Denver, State of Colorado.

Parcel D:

The easement rights contained in the Reciprocal Easement Agreement recorded September 11, 1974 in Book 943 at Page 167.

City and County of Denver, State of Colorado.

Parcel E:

The easement rights contained in the Reciprocal Easement Agreement recorded December 18, 1975 in Book 1170 at Page 679, as amended by Instrument recorded June 19, 1980 in Book 2175 at Page 481.

City and County of Denver, State of Colorado.

Depiction

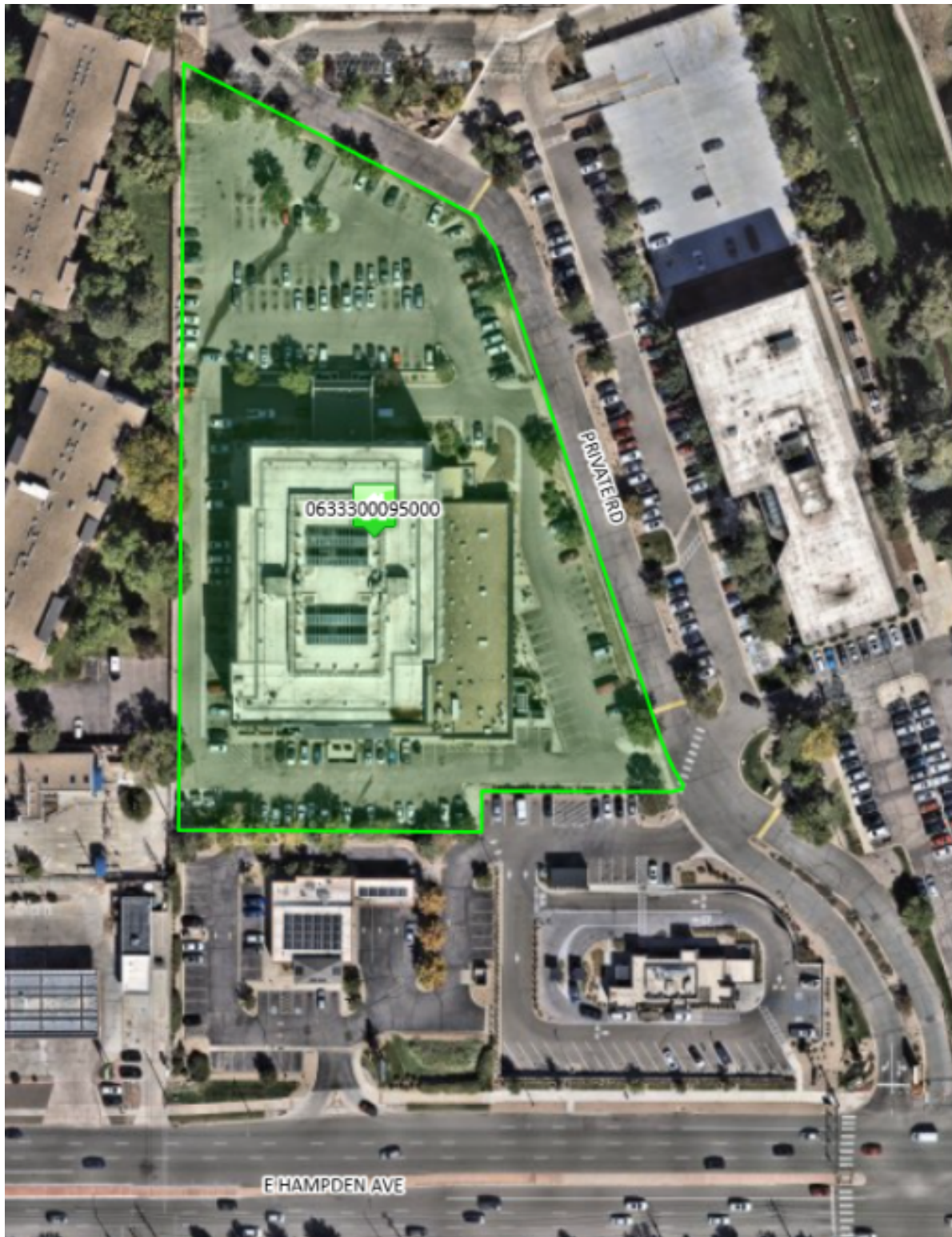


EXHIBIT D
TERMS AND CONDITIONS FOR OCCUPANCY AND USE OF PREMISES

1. **USE:** The Premises are to be used and occupied by the Contractor for the purposes set forth in the Agreement. 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. The Contractor shall not commit or suffer to be committed any waste or damage upon the Premises or any nuisance to be created or maintained thereon. The Contractor shall also keep the Premises free and clear from all trash, debris, and waste resulting from its use or the use by its employees, officers, agents, invitees, and visitors.
2. **“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. Notwithstanding anything to the contrary in this section, unless specifically provided in the Matrix or this Agreement, Contractor shall have no obligation to improve the condition of the Premises or remedy any preexisting damage.
- 3.

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.

- 4.
5. **ENTRY BY CITY:** The City is granting the Contractor access to the Premises and shall be entitled to access the Premises as necessary or as desired. The Contractor shall permit representatives of the City to enter into and upon the Premises at any time. The City shall not cause unreasonable interference in the normal course of the Contractor’s performance of services.
6. **UTILITIES, REPAIR AND MAINTENANCE:** As shown in **Appendix A – Maintenance and Repairs Matrix** (“Matrix”) to the Scope of Work.

MAINTENANCE AND OPERATIONS COSTS AND CHARGES:

(a) The Parties agree to the distribution of responsibilities regarding care and maintenance of the Premises as described in the Matrix which may be modified upon the written authorization of the Director of Real Estate to correct minor, technical errors. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services. Contractor shall have no right to make repairs to the Premises at City's expense.

(b) The City at its sole discretion reserves the right to undertake capital improvements during the Term of this Agreement at its own expense. The City agrees that it will consult with the Contractor before undertaking any such improvements.

- (c) If damage is caused by Contractor or Contractor's invitees (including any service animals, if any), then Contractor shall pay to repair such damages.
 - (d) The Contractor shall notify the City of any major damage to the Premises, including but not limited to, any inspection reports received, life safety issues, structural issues, fires, and/or water issues.
 - (e) If Contractor requires emergency services assistance and/or dials 911 for service at the Premises, Contractor shall notify the Director of Real Estate of the incident as soon as practical.
 - (f) All requests for maintenance and repair to the City, if applicable, shall be sent to the City through their preferred method of notification
 - (g) All kitchen equipment shall remain the property of the City. City can choose to not to replace equipment currently on the Premises or not, as determined by the City.
 - (h) All camera equipment shall remain the property of the City. City can choose to not to replace equipment currently on the Premises or not, as determined by the City.
 - (i) Contractor shall do weekly inspections of the Premises.
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 Director of Real Estate. The Director of Real Estate 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. A final walkthrough with HOST and Real Estate will be required.



Kutak Rock LLP
2001 16th Street, Suite 1800, Denver, CO 80202
office 303.297.2400

January 14, 2026

City and County of Denver
c/o Denver City Attorney's Office
1437 Bannock, Room 353
Denver, Colorado 80202

Re: Private Business Use Review and Analysis: Agreement between the City and
County of Denver and Bayaud Works LLC for the contract period commencing
January 1, 2026, and ending December 31, 2027

Ladies and Gentlemen:

We have been advised that the City and County of Denver (the "City") intends to enter into the referenced Agreement (the "Agreement") with Bayaud Works LLC (the "Contractor"). The Agreement contemplates management by the Contractor of the following services (the "Services"): programming and operations support at the 7525 East Hampden Avenue, Denver, Colorado 80231 Non-Congregate Shelter (the "City Building"). The Agreement has a term of two years, commencing January 1, 2026, and ending December 31, 2027, terminable by the City without cause upon ten days prior written notice to the Contractor. The Agreement provides for compensation to the Contractor based on budgeted actual costs of providing services or on the basis of fixed per unit fees and not based on net profits of the City Building or of the services provided by the Contractor. The City has indicated that all or a portion of the proceeds of federally tax exempt obligations (the "Obligations") were used to finance or refinance the City Building. The City has requested that we review the Agreement to determine whether private business use generated by the Agreement will exceed the private business use limitations applicable to the Obligations imposed by Section 141 of the Internal Revenue Code of 1986 (the "Code").

For the purpose of our review, the City has provided to us on January 8, 2026, a draft copy of the Agreement (the "Draft Agreement").

The legal analysis contained in this letter assumes that the terms of the Agreement are negotiated through an arm's-length bargaining process and that the documents referenced in the preceding paragraph accurately reflect the current proposed arrangement and the past arrangement between the City and the Contractor. We have not conducted any independent diligence and have not taken any steps to verify (i) the accuracy of the documents referenced in the preceding paragraph and (ii) the validity and enforceability of the Agreement. We have reviewed the Draft

KUTAKROCK

City and County of Denver
c/o Denver City Attorney's Office
January 14, 2026
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Agreement and assume for the purpose of this letter that the execution version of the Agreement will not differ from the Draft Agreement.

The Treasury Department has issued guidance, including in the form of Revenue Procedure 2017-13 (the "Revenue Procedure"), setting forth safe harbors pursuant to which a management contract will not result in private business use under Section 141 of the Code of tax-exempt financed property such as the City Building. The Agreement constitutes a management contract within the meaning of the Revenue Procedure that, based on all facts and circumstances and taking into consideration the safe harbor provisions of the Revenue Procedure, will not cause a violation of the private business use limitation imposed by Section 141 of the Code, and therefore will not adversely affect the exclusion from gross income for federal income tax purposes of any payments properly paid as and constituting interest under the Obligations. We note that the services provided under the Agreement may also be viewed as services that are solely incidental to the primary governmental functions of the City Building and, for that reason, may be eligible to be excluded from private business use under Section 1.141-3(b)(4)(iii) of the Treasury Regulations.

The scope of our engagement has not extended beyond the review of the Draft Agreement and the conclusions contained herein. The conclusions expressed herein are based on existing laws on the date hereof, and we express no opinion as of any subsequent date or with respect to any pending or future proposed or final Treasury Regulations and legislation. The conclusions expressed herein are based on the stated initial terms of the Agreement and do not extend to any automatic extensions, renewal periods, amendments or continuations of the terms of the Agreement. Lastly, this letter has been prepared solely for your use and may not be relied on by any other person without our prior written consent.

Very truly yours,


Kutak Rock LLP

MME