

## AGREEMENT

**THIS AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE SALVATION ARMY**, a California nonprofit, whose address is 30840 Hawthorne Blvd., Rancho Palos Verdes, California 90275 (the “Contractor”), individually a “Party” and jointly the “Parties.”

**WHEREAS**, the City leases certain real property known as the Rodeway Inn & Suites located at 4765 N. Federal Blvd., Denver, Colorado 80211 (the “Premises”); and

**WHEREAS**, the Parties are entering into this Agreement for the purpose of providing the required management and oversight of non-congregate shelter operations on the Premises for persons experiencing homelessness, which include men, women, and individuals who identify, express, and present as transgender, non-binary, or gender non-conforming.

**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 February 1, 2022, and will expire, unless sooner terminated, on December 31, 2022 (the “Term”).
4. **COMPENSATION AND PAYMENT**
  - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. Amounts billed may not exceed the budget amounts set forth in **Exhibit A**.
  - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
  - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. 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 Two Million Seven Hundred Fifty Thousand Dollars (\$2,750,000.00) (the "Maximum Contract Amount"). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by 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 or its officers, agents or employees 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.

- 5. LICENSE:** During the Term of this Agreement, for the sole purpose of performing the services described herein, the City hereby grants to the Contractor, its agents and invitees, a revocable license for the occupancy and use of that certain portion of City-leased real property located at 4765 N. Federal Blvd., Denver, Colorado 80211 as further described and set forth in **Exhibit C**, attached and incorporated by this reference. The 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 or earlier termination of the Term, the Contractor shall vacate the Premises and shall ensure that its agents and invitees vacate the Premises within thirty (30) days from such date of expiration or date of earlier termination.
- 6. PERFORMANCE MONITORING/INSPECTION:** The Contractor shall permit the Director to monitor and review the Contractor's performance under this Agreement. The Contractor shall make available to the City for inspection all files, records, reports, policies, minutes, materials, books, documents, papers, invoices, accounts, payrolls and other data, whether in hard copy or electronic format, used in the performance of any of the services required hereunder or relating to any matter covered by this Agreement to coordinate the performance of services by the Contractor in accordance with the terms of this Agreement. All such monitoring and inspection shall be performed in a manner that will not unduly interfere with the services to be provided under this Agreement.
- 7. STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its

employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

**8. TERMINATION**

**8.1.** The 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 this Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.

**10. WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City

when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of this Agreement constitutes a waiver of any other breach.

## **11. INSURANCE**

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

**11.2. Proof of Insurance:** The Contractor may not commence services or work relating to this Agreement prior to placement of coverages required under this Agreement. The Contractor certifies that the certificate of insurance attached as **Exhibit 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 – if required, the Contractor's insurer shall waive subrogation rights against the City.

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

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

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

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

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

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

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

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

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

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

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

**20. CONFLICT OF INTEREST**

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

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

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

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

With copies to:

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

-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.

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

**22.1. PAYMENT OF CITY MINIMUM WAGE:** The Contractor shall comply with, and agrees to be bound by, all requirements, conditions, and City determinations, as applicable, regarding the City's Minimum Wage Ordinance, Sections 20-82 through 20-84 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid no less than the City Minimum Wage 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 Ordinance and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein.

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

**22.2.1. PREVAILING WAGE REQUIREMENTS**

**22.2.1.1.** The Contractor shall comply with, and agrees to be bound by, all requirements, conditions and City determinations regarding the Payment of Prevailing Wages Ordinance, §§ 20-76 through 20-79, D.R.M.C. including, but not limited to, the requirement that every covered worker working on a City owned or leased building or on City-owned land shall be paid no less than the prevailing wages and fringe benefits in effect on the date the bid or request for proposal was advertised. In the event a request for bids, or a request for proposal, was not advertised, the Contractor shall pay every covered worker no less than the prevailing wages and fringe benefits in effect on the date funds for this Agreement were encumbered. Date bid or proposal issuance was advertised: October 1, 2021.

**22.2.1.2.** Prevailing wage and fringe rates will adjust on the yearly anniversary of the actual date of bid or proposal issuance, if applicable, or the date of the written encumbrance if no bid/proposal issuance date is applicable. Unless expressly provided for in this Agreement, the Contractor will receive no additional compensation for increases in prevailing wages or fringe benefits. The Contractor shall provide the Auditor with a list of all subcontractors providing any services under this Agreement. The Contractor shall provide the Auditor with electronically-certified payroll records for all covered workers employed under this Agreement.

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

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



**22.3. PAYMENT OF LIVING WAGES**

- 22.3.1.** Employees of the Contractor or the Contractor's subcontractors or subcontractors may be subject to the payment of living wages pursuant to § 20-80, *et seq.*, D.R.M.C., depending upon the nature of their work. Pursuant to § 20-80, D.R.M.C., the Contractor shall pay every Covered Worker, as defined in § 20-80(a) D.R.M.C., employed by the Contractor directly upon the site of the work under this Agreement, the full amounts accrued at the time of payment, computed at wage rates not less than that specified in § 20-80(c), D.R.M.C., regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such workers. The Contractor shall post in a prominent place which is easily accessible to the Covered Workers that scale of wages to be paid to such workers.
- 22.3.2.** The Contractor shall furnish to the City Auditor or his authorized representative, upon the Auditor's request, a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or any subcontractor. All such payroll records shall include information showing the number of hours worked by each Covered Workers, the hourly pay of such worker, any deductions made from pay, and the net amount of pay received by such Covered Worker. The payroll record shall be accompanied by a sworn statement of the Contractor that the copy is a true and correct copy of the payroll records of all Covered Workers working under this Agreement, either for the Contractor or a subcontractor, that payments were made to the Covered Workers as set forth in such records, that no deductions were made other than those set forth in such records, and that all Covered Workers employed on work under this Agreement, whether by the Contractor or any subcontractor, were paid the living wages as set forth in this Agreement.
- 22.3.3.** Increases in living wages pursuant to § 20-80, D.R.M.C., effective after the date of this Agreement shall not be mandatory on either the Contractor or the subcontractors if the term of this Agreement is less than one year. Increases in the living wages pursuant to § 20-80, D.R.M.C., shall be mandatory for the Contractor and the Contractor's subcontractors if the term of this Agreement is longer than one year, effective on the anniversary date of this Agreement. In no event shall any increases in living wages over the amount stated in this Agreement result in any increased liability on the part of the City, and the possibility and risk of any such increase is assumed by the Contractor. Decreases in living wages after the date of this Agreement shall not be permitted.
- 22.3.4.** If any worker to whom the living wages are to be paid, employed by the Contractor or any subcontractor to perform work hereunder, has been or is being paid a rate of wages less than that required by this section, the Manager may, at the Manager's option, by written notice to the Contractor, withhold further payment to the Contractor or suspend or terminate the Contractor's right to proceed with the work or such part of the work as to which there has been a failure to pay the required wages. In the event of termination, the Contractor shall be liable to the City for any excess costs occasioned to the City thereby.

**23. NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THIS AGREEMENT**

**23.1.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**23.2.** The Contractor certifies that:

**23.2.1.** At the time of its execution of this Agreement, it does not knowingly employ or contract with a worker without authorization who will perform work under this Agreement, nor will it knowingly employ or contract with a worker without authorization to perform work under this Agreement in the future.

**23.2.2.** It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., and confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**23.2.3.** It will not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with a worker without authorization to perform work under this Agreement.

**23.2.4.** It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under this Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

**23.2.5.** If it obtains actual knowledge that a subconsultant or subcontractor performing work under this Agreement knowingly employs or contracts with a worker without authorization, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the worker without authorization, unless during the three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with a worker without authorization.

**23.2.6.** It will comply with a reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under the authority of § 20-90.3, D.R.M.C.

**23.3.** The Contractor is liable for any violations as provided in the Certification Ordinance. If the Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of this Agreement. If this Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying the Contractor from submitting bids or proposals for future contracts with the City.

**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.<sup>1</sup>
- 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.
- 30. 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.
- 31. 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

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<sup>1</sup> The Contractor represents it is a church and its officers are ministers, not employees. The Contractor takes the position that it may discriminate against its officers/ministers based on religion. The Contractor agrees it may not discriminate against its lay employees based on religion. The Contractor also agrees that it may not discriminate against its officers/ministers or lay employees based on race, color, national origin, gender, age, military status, sexual orientation, gender identity, gender expression, marital status, or physical or mental disability.

authorizations required to perform its obligations under this Agreement. This Section is a material part of this Agreement.

- 32. 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.
- 33. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 34. 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.
- 35. 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.
- 36. 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.

### **37. CONFIDENTIAL INFORMATION**

**37.1.** “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.

**37.2.** 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.

**37.3.** 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.

**37.4.** 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.

- 38. DATA PROTECTION:** The Contractor shall comply with all applicable international, federal, state, local 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. The Contractor shall maintain security procedures and practices consistent with §§ 24-73-101 et seq., C.R.S., and shall ensure that all regulated or protected data, provided under this Agreement and in the possession of the Contractor or any subcontractor, is protected and safeguarded, in a manner and form acceptable to the City and in accordance with the terms of this Agreement, including, without limitation, the use of appropriate technology, security practices, encryption, intrusion detection, and audits.
- 39. TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence.
- 40. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.
- 41. CITY EXECUTION OF AGREEMENT:** This Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.
- 42. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is the complete integration of all understandings between the Parties as to the subject matter of this Agreement. No prior, contemporaneous, or subsequent addition, deletion, or other modification has any force or effect, unless embodied in this Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of this Agreement or any written amendment to this Agreement will have any force or effect or bind the City.
- 43. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.
- 44. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** The Contractor consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties

agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**45. ATTACHED EXHIBITS INCORPORATED:** The following attached exhibits are hereby incorporated into and made a material part of this Agreement: **Exhibit A**, Scope of Work; **Exhibit B**, Certificate of Insurance; **Exhibit C**, Description of Premises; and **Exhibit D**, Terms of Occupancy and Use of Premises.

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**Contract Control Number:** HOST-202261825  
**Contractor Name:** THE SALVATION ARMY

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_


By:

\_\_\_\_\_



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

HOST-202261825  
THE SALVATION ARMY

By:  \_\_\_\_\_  
04CA7EE2036E44C

Name: Mike Dickinson  
(please print)

Title: Divisional Commander  
(please print)

ATTEST: [if required]

By: \_\_\_\_\_

Name: \_\_\_\_\_  
(please print)

Title: \_\_\_\_\_  
(please print)

**SCOPE OF WORK**

**DEPARTMENT OF HOUSING STABILITY**

**THE SALVATION ARMY**

**HOST-202261825**

**I. INTRODUCTION**

**Period of Performance Start and End Dates:** February 1, 2022 – December 31, 2022

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) award for \$2,750,000.00. These funds will be provided to The Salvation Army (TSA) to be utilized for the purpose of providing all the required management and oversight of Non-Congregate Shelter (NCS) operations at the Rodeway Inn & Suites (Rodeway Inn) located at 4765 Federal Boulevard, Denver, Colorado for persons experiencing homelessness. This includes the ability to serve all diverse population including men, women, individuals who identify, express, and present as transgender, non-binary or gender non-conforming.

<b>Funding Source:</b>	<b>Homelessness Resolution Fund</b>
<b>Project Name:</b>	<b>Shelter Operations &amp; Program</b>
<b>Contractor Address:</b>	<b>30840 Hawthorne Blvd, Rancho Palos Verdes, CA 90275</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

**II. SERVICES DESCRIPTION**

- A. TSA will provide full operations and programming in a joint project with The Gathering Place (TGP) at Rodeway Inn for 200 unduplicated households served per program year. TSA will provide fiscal and facilities oversight and TGP will provide all programming and case management services.
- B. Programming Services
1. Sites utilize low barrier, Housing First Model designed to encourage shelter entry through progressive engagement and maximize exits into permanent and stable housing.
    - a. Guest Services will be available 24 hours, seven days a week. Three to four guest services staff will be scheduled per shift to provide hospitality support, facilitate on-site food service, enforce program expectations, conduct room checks and ensure safe environment.
    - b. Orientation and intake will be completed for each new guest. Case Management supports include a Guests handbook, completion of HMIS and assessments.

1. Non-compulsory case management meetings will be scheduled at least twice a month to identify housing barriers and solutions and to provide financial assistance, as needed.
  - c. Housing Navigation will engage, recruit, maintain landlords, supports lease-ups, provides mediation and coaches tenancy skills.
  - d. Training for all staff will include Non-Violent Crisis Prevention and Intervention and Cardiopulmonary Resuscitation (CPR).
2. TSA will use a trauma-informed and client-centered approach to engage vulnerable populations. Currently, TSA with support from TGP is developing programming to align with best practices for serving underserved populations including but not limited to LGBTQIA+.
3. TSA will support and provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.
4. TSA will provide resources and connections to guests needing assistance with Activities of Daily Living (ADL).

#### C. NCS Operations

1. Shelter Operations investments facilitate environments that are safe, hygienic, accessible, equitable, inclusive, and hospitable to all eligible shelter guests. Funding for shelter operations at Rodeway Inn include support of the day-to-day hospitable functions of NCSs including the following.
  - a. Laundry services that shall provide laundered linens at minimum every 3 consecutive days of guests' stay
  - b. Basic maintenance support
  - c. Room amenities such as on-site parking, internet, television and telephone
  - d. Meals
  - e. Security
  - f. Custodial support including sanitization of common areas
  - g. Pest control
  - h. Storage
  - i. Vaccinated and non-aggressive pets will be allowed at the facility
  - j. Guest transfers.
2. TSA will provide three meals a day for guests. Meal preparations services include:
  - a. All meals are prepared to meet adult daily nutritional needs and are prepared in accordance with ServeSafe guidelines and all Public Health requirements for food safety.
  - b. Provide all utensils and serving supplies.
3. Rodeway Inn will have a full-time on-site maintenance technician Monday through Friday, during daily business hours. The maintenance technician will be responsible for providing regularly and emergency scheduled general building repair and maintenance services such as trash removal from premises to exterior dumpsters and exterior litter removal, pest control, snow removal from sidewalks and entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets

4. TSA will provide and oversee biohazard, janitorial and laundry services to ensure quality and timeliness to promote a safe and comfortable environment for all guests and staff.
5. Rodeway Inn will always have one (1) security guards on duty. Security services will include installation of a video surveillance system to maximize staff visibility of the facility.

**D. Fiscal Responsibilities**

1. TSA will perform role of being fiscal steward for TGP funding to administer programming services.
2. TSA Work within the set budget and expend funds according to the contract. This includes payroll, check disbursement, administration of funds, invoicing/billing, budget reconciliation and financial reports.
3. TSA will prepare and provide monthly financial reports to HOST and/or its designees and will provide verification of expenditures with payroll back-up.
4. Funds contracted for the program are to be used for staffing positions, program costs, client services and indirect costs.

**III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

**A. Contractor will:**

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. 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.

**B. The City will:**

1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

**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 contract 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. FUNDS WILL BE USED TO**

Funds in the amount of **\$2,750,000.00** will be provided to (TSA) to be utilized for the purpose of providing management and oversight of NCS operations and programming at the Rodeway Inn for persons experiencing homelessness.

**VI. OBJECTIVE AND OUTCOMES**

**A. Household Characteristics**

1. Number of households served within the reporting period and contract period to date
  - a. Source: Homeless Management Information System (HMIS)
2. Number of households that exited the program within the reporting period and contract period to date:
  - a. Source: HMIS
3. Number and percent of heads of household by race, ethnicity, gender, age, and income at entry (if reported in HMIS for program type) and **household size**
  - a. Source: HMIS

**A. Data quality**

1. To determine the accuracy and comprehensiveness of the reporting on the performance measures, Contractor will submit an HMIS Data Quality Report on the program for each reporting period.
  - a. Source: HMIS

**B. Program narrative reports**

1. For each reporting period, the contractor will provide a narrative update on program success, challenges, and funding leveraged.

**C. Non-Congregate Shelter Operations and Programs**

1. Process Measure: Shelter capacity (for overnight only). Capacity will be communicated to HOST at the start of the contract term, and Contractor will notify HOST of any changes to capacity that occur during the contract term.
2. Process Measure: Number of households served who stay overnight each night.
  - a. Source: HMIS
3. Process Measure: Number and percentage of households who are engaged in individualized rehousing services (case management)
  - a. Source: HMIS
  - b. Benchmark: At least 50% of all guests served within the reporting period
4. Outcome Measure: Average nights households use overnight shelter within reporting period
  - a. Source: HMIS
5. Outcome Measure: Number and percentage of all households who exit to a stable or permanent housing solution

- a. Source: HMIS
  - b. Benchmark: At least 40.0% of households who exit the shelter program  
Note: This will be measured from the destination at exit field in HMIS, categories will be grouped into permanent housing, stable housing, and other destinations.
6. Outcome Measure: Number and percentage of households engaged in rehousing services who exit to a stable or permanent housing solution.
- a. Source: HMIS
  - b. Benchmark: At least 75% of households who exit the shelter program  
Note: This will be measured from the destination field in HMIS, categories will be grouped into permanent housing.

## **VII. Reporting**

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the last day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms 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 the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- 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. INDICATORS
  - 1. HOST Required
    - a. Qualitative narrative report on program successes and challenges
    - b. Participant success stories
    - c. Money Leveraged (Funds by source)
    - d. Number of Households served:
      - i. Households proposed to be served over contract term: 200  
Unduplicated households served per program year

- ii. Total households served this report period
- iii. Unduplicated households served this report period
- iv. Unduplicated households served contract period to date
- e. Number of households served who are experiencing homelessness
- f. Number of households by race and ethnicity of head of household:
- g. Number of households that include someone age 62 and older
- h. Number of households that include a person with a disability
- i. Income Levels of people/family: \*optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)

2. Specific to this Scope of Work

**a. Daily Census Reporting** The contractor is responsible for daily communication with HOST to ensure complete, timely, and accurate information.

- i. Total number of rooms available for non-congregate shelter
  - a. Measure:
    - i. Number occupied by location
    - ii. Number vacant and open for referral by location
    - iii. Number of ADA accessible rooms (number occupied and number vacant)
    - iv. Daily maintenance of program and exit data
  - c. Source:
- ii. Contractor will be responsible for updating the Homeless Management Information system (HMIS) daily with household program enrollments and program exits.
- iii. Programs Enrollment data entry should include at minimum the questions on the Emergency Shelter, Safe Haven, or Street Outreach Intake form.
- iv. Program exit data should include destination at exit, exit date, and departure reason.
- v. Daily program in-take and stay/duration information
  - a. Provide and maintain a spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
  - b. Provide and maintain spreadsheet including client name, clarity ID (if available), if clarity ID absent, DOB and last 4 of SSN.
- vi. Tracking of services provided during length of stay
  - a. Contractor will keep records within their Electronic Health Records (EHR) reporting system to track medical services, behavioral health services, and shelter support services related to this program. Contractor will provide reporting from their EHR to provide back-up documentation of eligible activities under this contract as required by HOST.

## VIII. HOMELESS MANAGEMENT INFORMATION SYSTEM AND REPORTING

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.

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<sup>1</sup>.

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<sup>2</sup>, and the COHMIS Security, Privacy and Data Quality Plan<sup>3</sup>.

Metro Denver Homeless Initiative (MDHI) is the implementing organization for the (HMIS). The HMIS software is called Clarity.

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.

Technical assistance and training resources for HMIS are available to the Contractor via the COHMIS Helpdesk.<sup>4</sup>

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. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below.

HOST may request aggregate data from MDHI for City related reporting needs.

In order to ensure that reporting on shelter utilization patterns is accurate, the Contractor will ensure that HMIS cards are swiped for all shelter guests nightly. This includes completing intake assessments necessary to create cards for new shelter guests and activities required to replace cards. Intakes for new shelter guests should be completed during nightly check-in whenever possible. If it is not possible to complete intakes during nightly check-in, the Contractor will support new guests in securing a card within 24-hours, either through connections to existing day services or by providing staffing to complete intakes during check-in the following night. Contractor is required to maintain a nightly count of any guests sheltered without recording a shelter service in HMIS and submit this information to HOST weekly.

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<sup>1</sup> <https://www.hudexchange.info/programs/hmis/hmis-data-and-technical-standards/>

<sup>2</sup> <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

<sup>3</sup> <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures>

<sup>4</sup> <https://cohmis.zendesk.com>



## **IX 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 line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:  
Attn: Department of Housing Stability  
Financial Services Team  
201 W. Colfax Ave.  
Denver CO 80202

### **B. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract

agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.

4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

**C. Vouchering Requirements**

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15<sup>th</sup> day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
  - a. Amount of the request in total and by line item;
  - b. Period of services for current reimbursement;
  - c. Budget balance in total and by line item;
  - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

#### **D. Payroll**

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

#### **E. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits are allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not

allow payments for unused leave when an employee retires or terminates employment.

**F. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
  
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
  
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
  
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
  
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

**G. Financial Management Systems**

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
  
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.

3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. 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.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

#### **H. Audit Requirements**

1. For Federal Agreements subject to OMB Circular a-133, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a

Corrective Action Plan to HOST in accordance with the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.

3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

**I. 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, in order to make audits, examinations, excerpts, and transcripts.

**J. Contract Close-Out**

1. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award 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.

**K. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the Federal Government and the City, if not paid within a reasonable period after demand HOST may:

- a. make an administrative offset against other requests for reimbursements;
  - b. withhold 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 Vouchering Process.

## **XII. Budget**

Program Budget and Cost Allocation Plan Summary														
Contractor Name:	The Salvation Army Contract #: HOST 202261825													
Project :	Non-Congregate Shelter: Rodeway Inn Suites													
Contract Dates:	2/1/2022 to 12/31/2022													
Program Year:	2022													
Budget Category	Agency Total (All Funding Sources for Agency)	2B HOST Funding		HOST Funding #2		Total Project Costs requested from HOST		Other City & County of Denver Funding		Other Non-Federal Funding		Agency Total		Budget Narrative
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	
Asst. Social Services Director	\$82,000	\$9,460	11.54%		0.00%	\$9,460	11.54%	\$52,540	64.07%	\$20,000	24.39%	\$82,000	100.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Fincial Administration D. Payroll and E. Fringe Benefits. Description: Up to 5 hours a week from start of project.
Non Congregate Shelter Director	\$56,160	\$10,530	18.75%		0.00%	\$10,530	18.75%	\$45,630	81.25%		0.00%	\$56,160	100.00%	Portion of salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Fincial Administration D. Payroll and E. Fringe Benefits. Description: Up to 13 hours a week beginning June 2022.
Janitorial/Custodian	\$69,120	\$69,120	100.00%		0.00%	\$69,120	100.00%		0.00%		0.00%	\$69,120	100.00%	Up to 2 full-time Janitorial/Custodian salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Maintenance Technician	\$42,240	\$42,240	100.00%		0.00%	\$42,240	100.00%		0.00%		0.00%	\$42,240	100.00%	Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits.
Facilities Manager	\$47,840	\$24,996	52.25%		0.00%	\$24,996	52.25%	\$22,844	47.75%		0.00%	\$47,840	100.00%	Full-time salary will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Up to 40 hours a week at start of project, @13.3 hours a week projected start in May with additional NCS projects.
Food Services Drivers	\$83,200	\$31,200	37.50%		0.00%	\$31,200	37.50%	\$52,000	62.50%		0.00%	\$83,200	100.00%	Part-time salaries/wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Up to 2 Meal delivery Drivers.
Fringe Benefits	\$168,246	\$67,967	40.40%	\$0	0.00%	\$67,967	40.40%	\$10,000	5.94%	9,684	5.76%	\$87,651	52.10%	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$548,806</b>	<b>\$255,513</b>	<b>46.56%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$255,513</b>	<b>46.56%</b>	<b>\$183,014</b>	<b>33.35%</b>	<b>\$29,684</b>	<b>5.41%</b>	<b>\$468,211</b>	<b>85.31%</b>	
<b>Other Direct Costs</b>	<b>Total</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Subtotal</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	<b>Amount</b>	<b>%</b>	
Program Expenses & Supplies	\$88,740	\$97,959	110.39%		0.00%	\$97,959	110.39%		0.00%		0	\$97,959	110.39%	Program/Project-related supplies not given directly to a client and/or directly related to program function. May include repairs or replacement of infrastructure items in client units such as clients bed, mattress, dresser and microwave Other items include client linens, client hygiene, toilet paper, janitorial supplies and shelter supplies.
Guest Meals	\$600,000	\$600,000	100.00%											Meals for guests
Facilities	\$58,283	\$58,283	100.00%		0.00%	\$58,283	100.00%		0.00%		0	\$58,283	100.00%	Maintenance costs and supplies not covered by facility use license.
NCS IT Set-Up	\$10,000	\$10,000	100.00%			\$10,000	100.00%					\$10,000	100.00%	TSA IT setup for TSA internet and connectivity for time clock and TSA secure connection computers.
Professional Services Pest Control	\$60,000	\$60,000	100.00%			\$60,000	100.00%					\$60,000	100.00%	Professional Services include pest control and BioHazard services
Security Camera Set Up and Installation	\$30,000	\$30,000	100.00%			\$30,000	100.00%					\$30,000	100.00%	Security camera installation and equipment
Security	\$121,333	\$121,333	100.00%			\$121,333	100.00%					\$121,333	100.00%	contracted security guard. One overnight shift every night.
Staff Program/Project Training-List the Training	\$500	\$500	100.00%		0.00%	\$500	100.00%		0.00%		0	\$500	100.00%	Program-related training materials and registration fees
Subcontractor - The Gathering Place.	\$1,390,553	\$1,390,553	100.00%		0.00%	\$1,390,553	100.00%		0.00%		0	\$1,390,553	100.00%	The Gathering Place is subcontracted to provide programming services for quests.
<b>Total Other Direct Costs</b>	<b>2,359,409</b>	<b>\$2,368,628</b>	<b>100.39%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$2,368,628</b>	<b>100.39%</b>	<b>\$0</b>	<b>0.00%</b>	<b>-</b>	<b>0</b>	<b>\$2,368,628</b>	<b>100.39%</b>	
<b>Total Salaries &amp; Fringe and Other Direct Costs</b>	<b>2,908,215</b>	<b>2,624,141.00</b>	<b></b>	<b>0.00</b>	<b></b>	<b>4,137,256.00</b>	<b></b>	<b></b>	<b></b>	<b>29,684.0</b>	<b></b>	<b>2,836,839.0</b>	<b></b>	
<b>Indirect Costs</b>	<b>290,821</b>	<b>125,859.00</b>	<b>43.28%</b>	<b>0.00</b>	<b>0.00%</b>	<b>413,725.60</b>	<b>142.26%</b>	<b>0.00</b>	<b>0.00%</b>	<b>2,968</b>	<b>1.02%</b>	<b>283,684</b>	<b>97.55%</b>	Indirect rate is 10% of Total Direct Costs and first \$25,000 of Subcontract.
<b>Total Project Cost (Direct + Indirect)</b>	<b>3,199,036</b>	<b>\$2,750,000</b>	<b>85.96%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$4,550,982</b>	<b>142.26%</b>	<b>0</b>	<b>0.00%</b>	<b>32,652</b>	<b>1.02%</b>	<b>\$3,120,523</b>	<b>97.55%</b>	





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/13/2021

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

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

<b>PRODUCER</b> Willis Towers Watson Insurance Services West, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> The Salvation Army - Division 7 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	<b>INSURER A:</b> Westchester Surplus Lines Insurance Compan	NAIC # 10172
	<b>INSURER B:</b> Greenwich Insurance Company	22322
	<b>INSURER C:</b> XL Insurance America Inc	24554
	<b>INSURER D:</b> XL Specialty Insurance Company	37885
	<b>INSURER E:</b> Allied World National Assurance Company	10690
<b>INSURER F:</b>		

**COVERAGES      CERTIFICATE NUMBER: W22456470      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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Self Insured Retention: <input checked="" type="checkbox"/> \$1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	G7183119A002	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000	
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	RAD500021911	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		US00064229LI21A	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000	
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N No	N/A	RWD500021711	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Workers Compensation & Employers Liability WC - Per Statute		RWR300094406	10/01/2021	10/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease Pol Lim \$1,000,000 E.L. Disease - Ea Emp \$1,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Division: 07-081  
 Workers Compensation Policy No. RWD500021711 provides coverage in the states of HI, ID, MT, NM, NV, UT  
 Workers Compensation Policy No. RWR300094406 provides coverage in the state of AK  
 SEE ATTACHED

<b>CERTIFICATE HOLDER</b>  The City and County of Denver 201 W Colfax Ave. Dept 1010 Denver, CO 80204	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Exhibit B

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

<b>AGENCY</b> Willis Towers Watson Insurance Services West, Inc.	<b>NAMED INSURED</b> The Salvation Army - Division 7 30840 Hawthorne Blvd., Bldg D Rancho Palos Verdes, CA 90275	
<b>POLICY NUMBER</b> See Page 1	<b>EFFECTIVE DATE:</b> See Page 1	
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><b>CARRIER</b> See Page 1</td> <td style="width: 50%; border: none;"><b>NAIC CODE</b> See Page 1</td> </tr> </table>		<b>CARRIER</b> See Page 1
<b>CARRIER</b> See Page 1	<b>NAIC CODE</b> See Page 1	

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

City and County of Denver, it's elected and appointed officials, employees and volunteers are included as Additional Insureds as respect to General Liability and Auto Liability as required by written contract or agreement.

City and County of Denver, it's elected and appointed officials, employees and volunteers are included as Additional Insureds as respect to Pollution Liability.

**INSURER AFFORDING COVERAGE:** XL Specialty Insurance Company

**NAIC#:** 37885

**POLICY NUMBER:** RWE500021611    **EFF DATE:** 10/01/2021    **EXP DATE:** 10/01/2022

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Excess Work Comp- AZ/CO/OR	EL Each Accident EL Each Disease Retention	\$1,000,000 \$1,000,000 \$750,000

**ADDITIONAL REMARKS:**

Excess Workers Compensation Policy No. RWE500021611 provides coverage in the states of AZ, CO, OR

**INSURER AFFORDING COVERAGE:** Allied World National Assurance Company

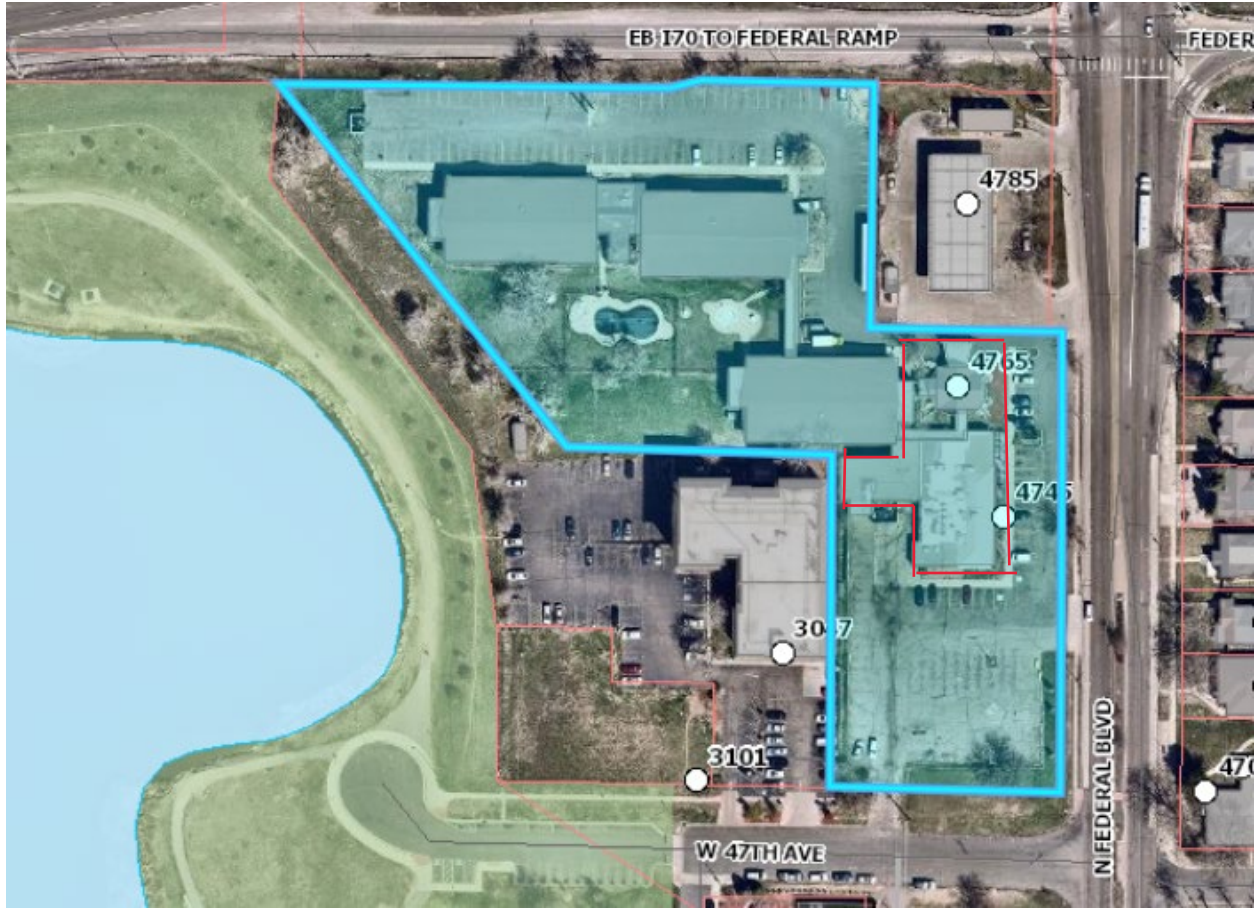
**NAIC#:** 10690

**POLICY NUMBER:** 0309-8076    **EFF DATE:** 10/01/2021    **EXP DATE:** 10/01/2024

**ADDITIONAL INSURED:**    Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Legal Liability	Each Incident Aggregate:	\$5,000,000 \$5,000,000

### EXHIBIT C – DESCRIPTION OF PREMISES



— Excluded from Premises

— Premises

**EXHIBIT D**  
**TERMS AND CONDITIONS FOR OCCUPANCY AND USE OF PREMISES**

1. **POSSESSORY INTEREST**: At such time that the City Assessor assesses a possessory interest or other related tax to the Premises, the Contractor shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon the Contractor's operations, occupancy, or conduct of business at the Premises, resulting from the Contractor's occupation or use of the Premises, or upon the Contractor's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Premises. Such taxes include any Possessory Interest taxes resulting from this License of the Premises.
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 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.
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. **ENTRY BY CITY**: The Contractor shall permit representatives of the City to enter into and upon the Premises at any reasonable time with prior notice from the City to inspect the same, except in the case of emergencies, in which case the City will attempt to contact the Contractor and if the City is unable to contact the Contractor and the emergency is imminent, in the City's sole discretion (including the City's emergency response departments such as Denver Police Department, Denver Fire Department), the City may enter into and upon the Premises without notice. The City shall not cause unreasonable interference in the normal course of the Contractor's performance of services and the Contractor or an authorized employee or agent shall have the right to accompany the City during its inspections.
5. **UTILITIES, REPAIR AND MAINTENANCE**: The City shall pay for all water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables allocable to the Property. The City shall perform and pay for exterior dumpster trash removal; fire alarm monitoring, fire system (sprinklers/inspections) and any related telephone line; security system monitoring including any related telephone line; snow removal from the parking lot; landscaping and irrigation system, if any; maintenance and repair of parking lot and sidewalks; exterior lighting; interior and maintenance requiring specialized equipment, ladders or lifts; maintenance of appliances

owned by the City; windows and doors; structural or mechanical maintenance or replacement, including the building's mechanical, electrical, plumbing, roof systems; gutters and downspouts; and the HVAC system; *provided, however*, if the Contractor or its agents, employees, contractors, or invitees cause any damage to the foregoing, the Contractor shall be responsible for the repairs and/or replacement and all costs associated with such repairs and replacements. The Contractor shall be responsible for arranging for, and paying all deposits, fees and charges associated with, (i) telephone (other than fire and security telephone lines), internet and other communication services to the Premises, (ii) janitorial services and supplies, including trash removal from Premises to exterior dumpsters and exterior litter removal, (iii) snow removal from sidewalks and entries (iv) minor repairs (e.g. plugged toilets, leaky faucets, changing light bulbs, any other repairs not involving specialized tools), (iv) pest control, (v) maintenance of appliances owned by the Contractor and (v) security services or specialized equipment such as cameras, as determined applicable by Lessee and any other service required for the use of Premises by Lessee. The City will not be liable for any reason for any loss or damage resulting from an interruption of any of these services.

6. **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. The Director may, at his/her option, in lieu of such repair or replacement, require the Contractor to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Contractor's use of the Premises.
7. **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.