

AGREEMENT

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BAYAUD ENTERPRISES, INC.** a Colorado nonprofit corporation with a principal place of business address of 333 West Bayaud Ave., Denver, CO 80233 (the “Contractor”), individually a “Party” and jointly the “Parties.”

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

1. **COORDINATION AND LIAISON**: The Contractor shall fully coordinate all services under this Agreement with the Executive Director (“Director”) of the Department of Housing Stability (“Agency” or “HOST”) or the Director’s designee.
2. **SERVICES TO BE PERFORMED**: As the Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth in **Exhibit A**, Scope of Work, to the City’s satisfaction. The Contractor is ready, willing, and able to provide the services required by this Agreement. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.
3. **TERM**: This Agreement will commence on December 1, 2023, and will expire, unless sooner terminated, on December 31, 2024 (the “Term”).
4. **COMPENSATION AND PAYMENT**
 - 4.1. **Budget**: The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under this Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. Amounts billed may not exceed the budget amounts set forth in **Exhibit A**.
 - 4.2. **Reimbursable Expenses**: There are no reimbursable expenses allowed under this Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City will not be obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.
 - 4.3. **Invoicing**: The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. 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 THREE HUNDRED AND EIGHT THOUSAND NINE HUNDRED AND TWENTY-SEVEN DOLLARS (\$2,308,927.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or

performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.

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

5. ARPA FUNDS:

5.1. The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, "ARPA"). The Parties acknowledge that all funding from ARPA (collectively, "ARPA Funds") may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

5.1.1. To respond to the public health emergency with respect to the Coronavirus Disease 2019 ("COVID-19") or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

5.1.2. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

5.1.3. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

5.1.4. To make necessary investments in water, sewer, or broadband infrastructure.

5.2. The Contractor shall only utilize ARPA Funds for the purposes described in the Scope of Work attached as **Exhibit A**. The Contractor agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit D**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use "COVID-19" or "Coronavirus" as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Contractor for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

5.3. The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Contractor under this Agreement no later than December

31, 2024. The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using ARPA Funds must be performed and/or provided, respectively, by the Contractor no later than December 31, 2026. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using ARPA Funds must be provided by the City to the Contractor no later than December 31, 2026. As such, the Contractor shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the "Invoice Deadline Date"). Any invoice submitted by the Contractor after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

- 5.4.** To the extent that the Contractor's services hereunder contemplate the spending of ARPA Funds, the Contractor shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Contractor shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Contractor shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Contractor.
- 6. LICENSE:** During the Term of this Agreement, for the sole purpose of performing the services described herein, the City hereby grants to the Contractor, its agents and invitees, a revocable license for the occupancy and use of that certain portion of City owned or leased real property located at 12033 E. 38th Avenue as further described and set forth in **Exhibit B**, attached and incorporated by this reference (the "Premises"). Contractor shall occupy and use the Premises pursuant to the terms and conditions set forth in **Exhibit B-1** 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.
- 7. 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.
- 8. 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.

9. TERMINATION

9.1. 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.

9.2. 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.

9.3. 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.

9.4. 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."

10. EXAMINATION OF RECORDS AND AUDITS: The Contractor shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery ("Inspector General") have the right to access, and the right to examine, copy and retain copies, at the official's election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor's use of ARPA Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, 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 section 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.

11. 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.

12. INSURANCE

12.1. 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.

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

12.3. 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.

- 12.4. **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.
- 12.5. **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.
- 12.6. **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.
- 12.7. **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.
- 12.8. **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.
- 12.9. **Professional Liability (Errors & Omissions)**: The Contractor shall maintain minimum limits of \$1,000,000 per claim and \$1,000,000 policy aggregate limit. The policy shall be kept in force, or a Tail policy placed, for three (3) years for all contracts except construction contracts for which the policy or Tail shall be kept in place for eight (8) years.
- 12.10. **Cyber Liability**: The Contractor shall maintain Cyber Liability coverage with minimum limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. If Claims Made, the policy shall be kept in force, or a Tail policy placed, for three (3) years.

13. DEFENSE AND INDEMNIFICATION

- 13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

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

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

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

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

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

18. NO THIRD-PARTY BENEFICIARY: Enforcement of the terms of this Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in this Agreement

gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to this Agreement is an incidental beneficiary only.

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

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

21. CONFLICT OF INTEREST

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

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

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

Executive Director, Department of Housing Stability
201 W. Colfax Ave., 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.

23. 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.

23.1. 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.

23.2. 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.

23.2.1. PREVAILING WAGE REQUIREMENTS

23.2.1.1. 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.

23.2.1.2. 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.

23.2.1.3. 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.

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

23.3. PAYMENT OF LIVING WAGES

23.3.1. 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.

23.3.2. 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.

23.3.3. 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.

23.3.4. 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.

- 24. DISPUTES:** All disputes between the City and the Contractor arising out of or regarding this Agreement will be resolved by administrative hearing pursuant to the procedure established by § 56-106(b)-(f), D.R.M.C. For the purposes of that administrative procedure, the City official rendering a final determination shall be the Director as defined in this Agreement.
- 25. GOVERNING LAW; VENUE:** This Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into this Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).
- 26. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 27. NO DISCRIMINATION IN PROGRAM ASSISTANCE:** In connection with the performance of work under this Agreement, the Contractor may not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of race, color, religion, national origin, ancestry, gender, age, military status, sexual orientation, gender identity or gender expression, marital or domestic partner status, political beliefs or affiliation, familial or parental status—including pregnancy, medical condition, military service, protective hairstyle, genetic information, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.
- 28. FAITH BASED ORGANIZATIONS AND SECTARIAN ACTIVITIES:** The Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.
- 29. COMPLIANCE WITH ALL LAWS:** The Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.
- 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. 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.
- 32. ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of this Agreement controls.
- 33. 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.
- 34. 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.
- 35. 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.

36. CONFIDENTIAL INFORMATION

36.1. “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.

36.2. 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.

36.3. 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.

36.4. 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.

37. PROTECTED INFORMATION AND DATA PROTECTION

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

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

37.3. Safeguarding Protected Information: "Protected Information" means data, regardless of form, that has been designated as private, proprietary, protected, or confidential by law, policy,

or the City. Protected Information includes, but is not limited to, employment records, protected health information, student records, education records, criminal justice information, personal financial records, research data, trade secrets, classified government information, other regulated data, and PII. Protected Information shall not include public records that by law must be made available to the public pursuant to the Colorado Open Records Act § 24-72-201, et seq., C.R.S. To the extent there is any uncertainty as to whether data constitutes Protected Information, the data in question shall be treated as Protected Information until a determination is made by the City or an appropriate legal authority. Unless the City provides security protection for the information it discloses to the Contractor, the Contractor shall implement and maintain reasonable security procedures and practices that are both appropriate to the nature of the Protected Information disclosed and that are reasonably designed to help safeguard Protected Information from unauthorized access, use, modification, disclosure, or destruction. Disclosure of Protected Information does not include disclosure to a third party under circumstances where the City retains primary responsibility for implementing and maintaining reasonable security procedures and practices appropriate to the nature of the Protected Information, and the City implements and maintains technical controls reasonably designed to safeguard Protected Information from unauthorized access, modification, disclosure, or destruction or effectively eliminate the third party's ability to access Protected Information, notwithstanding the third party's physical possession of Protected Information. If the Contractor has been contracted to maintain, store, or process personal information on the City's behalf, the Contractor is a "Third-Party Service Provider" as defined by § 24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101, et seq., C.R.S.

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

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

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

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

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

37.8. Subcontractors and Employees: If the Contractor engages a subcontractor under this Agreement, the Contractor shall impose data protection terms that provide at least the same level of data protection as in this Agreement and to the extent appropriate to the nature of the services provided. The Contractor shall monitor the compliance with such obligations and remain responsible for its subcontractor's compliance with the obligations of this Agreement and for any of its subcontractors acts or omissions that cause the Contractor to breach any of its obligations under this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third party, the Contractor shall require the third party to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Protected Information disclosed and that are reasonably designed to protect it from unauthorized access, use, modification, disclosure, or destruction. Any term or condition within this Agreement relating to the protection and confidentiality of any disclosed data shall apply equally to both the Contractor and any of its subcontractors, agents, assigns, employees, or volunteers. Upon request, the Contractor shall provide the City copies of its record retention, data privacy, and information security policies.

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

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

- 38. 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.
- 39. 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.
- 40. 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.
- 41. 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.
- 42. 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.

43. 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.

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Contract Control Number: HOST-202371064
Contractor Name: BAYAUD ENTERPRISES, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202371064
BAYAUD ENTERPRISES, INC.

By:  DocuSigned by:
TAMMY BELLOFATTO
0D2911986EF34C0...

Name: TAMMY BELLOFATTO
(please print)

Title: Executive Director, Executive Director
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

BAYAUD ENTERPRISES, INC.

HOST-202371064

I. INTRODUCTION

Period of Performance Start and End Dates: [12/01/2023] – [12/31/2024]

Project Description:

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for **\$2,308,929**. These funds will be provided to the Bayaud Enterprises, INC (Bayaud) to be utilized for the site operations and client support and management located at the mutually agreed upon micro-community site. This contract is not for Research and Development.

Funding Source:	American Rescue Act State & Local Fiscal Recovery
Project Name:	Micro-Communities
Budget Type:	Cost Reimbursement
Activity Name:	Non-Congregate Shelter – Micro-Communities
Federal Award ID (FAIN) #:	SLFRP4316
Federal Award Date:	03/03/2021
Federal Awarding Agency:	US Department of Treasury
Pass-Through Entity:	City and County of Denver
Awarding Official:	NA
Unique Entity Identifier:	KQ7KKEB5M4R7
Catalog of Federal Domestic Assistance (CFDA#):	21.027
SAM.gov Expiration Date:	03/05/2024
Contractor Address:	333 West Bayaud Avenue Denver, Colorado 80223-1801, United States
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

Bayaud will oversee and maintain micro-community for people experiencing unsheltered homelessness. This specifically includes the following:

A. Site Operations

1. Keep sites operating 24 hours a day, seven days a week, 365 days a year
2. Provide facility management to oversee the day-to-day operations and maintenance of micro-communities to ensure compliance with all building codes, health regulations, and safety issues
3. Maintain the infrastructure and amenities, and utilities, providing regularly scheduled and general repairs and maintenance services such as trash, exterior litter removal, pest control, snow removal both inside the fenced area and from entries, changing light bulbs, minor repairs to plugged toilets and leaky faucets and any other basic repairs; provide necessary emergency maintenance services under \$500. Please see Appendix A for matrix of responsibilities.
4. Collaborate with City representative(s) to notify and address any critical incidents on site
5. Maintain a minimum ratio of one staff member on site per 40 clients 24/7 with proper credentials including knowledge and experience in, conflict de-escalation and mediation, and trauma informed care
6. Communal spaces should be cleaned at least twice per week, or more frequently as needed and cleaning supplies should be available for clients as needed
7. Manage site safety to establish and enforce safety protocols to ensure the safety of residents and staff
8. Training for all staff will include but not limited to, de-escalation training and Cardiopulmonary Resuscitation (CPR)
9. Vaccinated and working on full vaccination and non-aggressive pets will be allowed at the facility
10. Site Operator will intake clients in cooperation with HOST's encampment resolution and outreach team process

B. Client Case Management and Navigations Services

1. Resident Intake and orientation including Homeless Management Information System (HMIS) intake and subsequent services and exits documented in HMIS
2. Provide necessary referrals and coordination for any mental and physical healthcare needs
3. Provide benefit, resource navigation and employment referral to Denver Day Works based on clients' circumstances and eligibility within 30 days of client completing enrollment into site.
4. Provide housing navigation
5. Provide case management and supportive services that are housing-focused, trauma-informed, person-centered, and utilize a harm reduction approach for all clients

6. Provide resources for Limited English Proficient (LEP) individuals to ensure all guests have access to services in their language of choice.

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.
 - a. Sensitivity Training is available at https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html
 - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).

IV. EQUITY ACCESS AND OUTCOMES

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program’s progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

V. FUNDS WILL BE USED TO

- A. Description of how funding will be used under this Scope of Work. In description, please identify if Organization received income from operations and if non-personnel costs are being funded.

	Years 2023 & 2024
Project – Site Operations & Client Support and Management	\$ 2,308,929 -

VI. OUTPUTS AND OUTCOMES

Outputs: The direct results of program activities that may include types, levels and targets of services to be delivered by the program. They are indicators of how effective you were in implementing your program	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
Number of individuals to be served	108	Number and percentage of all individuals who exit to a stable or permanent housing solution	75%
Number and percentage of individuals served who are engaged in individualized housing focus case management (Non-Congregate and Congregate Shelters only)	80%	Number and percentage of individuals served who are engaged in case management	80%
Number of individuals served who stay overnight each night	50		
Number of individuals who enroll in benefits	Count		
Number and percentage of individuals who are referred mental health support	Count		
Number and percentage of individuals who are referred substance use support assistance	Count		
Number and percentage of individuals who receive employment assistance			

VII. REPORTING

- A. Contractor is required to use Homeless Management Information System (HMIS) for program data collection. Contractor’s use of HMIS must adhere to COHMIS [Policy](#) and [Data Quality](#) standards to demonstrate clients’ eligibility, and meet indicators in this

scope of work. Disbursement of funds is contingent upon the ability to collect program data using HMIS.

- B. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for December 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
6-month Match report for Jan 1 – June 30	July 31
Quarterly Report for July 1 – Sept 30	Oct 15
Quarterly Report for Oct 1 – Dec 31	Jan 15
Annual Match Report for Jun 1 – Dec 31	Jan 30

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

Individuals proposed to be served over the contract term – 108
Individuals proposed to be served each calendar year –
Year 1 (2023): 54
Year 2 (2024): 54

- ii. Demographics of households served:
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.
The measures and benchmarks specified in the objectives and outcomes section.
- 3. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
- 4. Financial Data
 - a. Funding sources and amount included
 - b. Total Contract spend to date, by budget category

VIII. ADD IN (s) SPECIFIC TO SCOPE OF WORK FOR PROGRAM REQUIREMENTS

- A. **The Federal Funding Accountability and Transparency Act (FFATA)** requirements include that all subrecipient entities report to HOST if they received:
 - 1. 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
 - 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
 - 3. had gross income, from all sources, of \$300,000 or more; and
 - 4. the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).
 - a. The subrecipient will forward the names and amounts of the five most highly compensated officers and/or executives to their designated Contract Administrator.

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 this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely

basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.

3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:

Attn: Department of Housing Stability
Financial Services Team
201 W. Colfax Ave.
Denver CO 80202

B. Invoicing Requirements

1. 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 15th 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.

C. 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 registers 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.

D. 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
 - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
 - b. 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 is 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.

E. 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 HOST and reflected in the contract budget.
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.

F. Program Income

1. For contracts subject to Federal Agreements, program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE INVOICE REQUEST.
3. The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the

Contractor (except AS PRE-APPROVED IN WRITING BY HOST, INCLUDING those needed for immediate cash needs).

G. Budget Modification Requests

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

H. Contract Amendments

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

I. Financial Management Systems

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 2 C.F.R. 200.
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.

J. Monitoring Requirements

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

K. Audit Requirements

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.

4. 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.

L. Procurement

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

M. Bonding

1. If applicable, for contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

N. Records Retention

1. In addition to the records requirements contained in the Agreement, the Contractor (or subrecipient) must also retain for seven (7) 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.

O. 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.

P. Collection of Amounts Due

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

X. Budget

Contract Program Budget Summary									
Contractor Name:		Bayaud Enterprise Inc.			City Contract #:		HOST-202371064		
Project :		Micro-Community 54 Units							
Contract Term:		From: 12/1/2023		To: 12/31/2024					
Program/Fiscal Year:									
Budget Category	Agency Total (All Funding Sources for Agency)	HOST General Funds	ARPA Funds	Non-Federa/Non-HOST Dollars	Total Costs requested from HOST		Agency Total (All Funding Sources for Agency)		Budget Narrative
Personnel: Job Title	Total	Amount	Amount	Amount	HOST Total	%	Amount	%	
Program Manager	\$68,250	\$68,250	\$0	\$0	\$68,250	100%	\$68,250	100.00%	Program Managers to support coordination of all supportive services and community partners; working 100% of their time, to be reimbursed at cost. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Navigator/Case Manager	\$177,840	\$177,840	\$0	\$0	\$177,840	100%	\$177,840	100.00%	3 Navigators/Case managers to assist with housing navigation, public benefits assistance, financial literacy, community engagement, and intensive general case management with a maximum active case load of 20 each per person; working 100% of their time, to be reimbursed at cost - Approximately 40hours per week/5 days per week. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Employment Specialist	\$61,560		\$0	\$61,560	\$0	0%	\$61,560	100.00%	1 Employment specialists to provide workforce training, job readiness, resume development, job search and placement assistance as well as job retention after placement with an active case load of about 20 each clients at a time, working 100% of their time, to be reimbursed at cost. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
SOAR Benefits Navigator	\$59,280	\$24,206	\$35,074	\$0	\$59,280	100%	\$59,280	100.00%	1 SOAR certified Benefits Navigator to assist with applications for SSI/SSDI benefits with an active case load of about 20 clients at a time working 100% of their time, to be reimbursed at cost - Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Benefits Counselor	\$63,840	\$0	\$63,840	\$0	\$63,840	100%	\$63,840	100.00%	1 Benefits Counselor (CPWIC or WIP-C) to provide benefits counseling on all public and disability benefits and employment working with a caseload of about 20 clients at a time; working 100% of their time, to be reimbursed at cost - Approximately 40 hours per week/5 days per week. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Administrative Assistant	\$57,000	\$0	\$0	\$57,000	\$0	0%	\$57,000	100.00%	1 Admin to assist with data entry and administrative needs for the micro-community.
Project Manager	\$62,833	\$62,833	\$0	\$0	\$62,833	100%	\$62,833	100.00%	1 Project Manager to support community operations, working 100% of their time, to be reimbursed at cost. \$58,000 Annual salary. Employees will need to allocate their time by approved timesheets.
Shelter Lead	\$285,120	\$0	\$285,120	\$0	\$285,120	100%	\$285,120	100.00%	1 Shelter Lead per shift to support community operations 24hours per day/7 day per week, working 100% of their time, to be reimbursed at cost. Employees working less than 100% of their time will need to allocate their time by approved timesheets. \$30/hr*24hr/day*396days in contract.
Shelter Staff	\$513,216	\$0	\$513,216	\$0	\$513,216	100%	\$513,216	100.00%	2 Shelter Attendants per shift to support community operations, working 100% of their time, to be reimbursed at cost 24hours per day/7 days per week. Fees included. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Security Guard	\$50,000	\$0	\$0	\$50,000	\$0	0%	\$50,000	100.00%	Placeholder. We will start without security, if it proves necessary, 1 guard will be on duty 12 hours per day in the evenings.

Budget Category	Agency Total (All Funding Sources for Agency)	HOST General Funds	ARPA Funds	Non-Federa/Non-HOST Dollars	Total Costs requested from HOST		Agency Total (All Funding Sources for Agency)		Budget Narrative
Janitor/Groundskeeper	\$52,440	\$52,440	\$0	\$0	\$52,440	100%	\$52,440	100.00%	1 Janitor to support community operations, working 100% of their time, to be reimbursed at cost. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Maintenance	\$34,200	\$34,200	\$0	\$0	\$34,200	100%	\$34,200	100.00%	.5 Maintenance staff to support community operations, working 100% of their time, to be reimbursed at cost. Employees working less than 100% of their time will need to allocate their time by approved timesheets.
Total Salary:	\$1,485,579	\$419,769	\$897,250	\$168,560	\$1,317,019	89%	\$1,485,579	100.00%	
Fringe Benefits	\$445,674	\$395,106	\$0	\$50,568	\$395,106	89%	\$445,674	100.00%	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.
Total Salary and Fringe Benefits:	\$1,931,253	\$814,875	\$897,250	\$219,128	\$1,712,125	89%	\$1,931,253	100.00%	
Other Direct Costs	Total	Amount	Amount	Amount	Subtotal	%	Amount	%	
Equipment	15000	\$15,000	\$0	\$0	\$15,000	100%	\$15,000	100.00%	Limited to laptops, keyboard & mouse, cell phones, and one combo printer/scanner exclusive to micro-communities.
Equipment	\$6,000	\$0	\$0	\$6,000	\$0	0%	\$6,000	100.00%	Limited to safety equipment exclusive to micro-communities.
Program Supplies and Materials	\$13,000	\$9,000	\$0	\$4,000	\$9,000	69%	\$13,000	100.00%	Coffee pots, water warmers, ashtrays, blankets, sheets, towels, pillows, to be used exclusive for work within micro
PPE	\$5,000	\$5,000	\$0		\$5,000	100%	\$5,000	100.00%	Included but not limited to sharps gloves, first aid kits, sharps containers, masks, gloves, hand sanitizer, etc. exclusive to
Cleaning Equipment/Supplies	\$8,250	\$8,250	\$0	\$0	\$8,250	100%	\$8,250	100.00%	Cleaning equipment such as brooms, mops, vacuums, static sprayers, sponges, wipes, and all needed cleaning chemicals.
Hygiene	\$33,060	\$15,000	\$0	\$18,060	\$15,000	45%	\$33,060	100.00%	Toiletries and hygiene care including but not limited to shampoo, soap, toothpaste, feminine hygiene care, etc.
Misc. Supportive Services	\$174,000	\$174,000	\$0	\$0	\$174,000	100%	\$174,000	100.00%	Directly provided to client to assist with housing readiness and access to stable housing. Allowable expenses in this line item
Staff Training	\$6,000	\$6,000	\$0	\$0	\$6,000	100%	\$6,000	100.00%	TIC, MHFA, CPR, NVC, DEI, Conflict Resolution, and any other reasonable training related to micro-community
Mileage	\$4,000	\$4,000	\$0	\$0	\$4,000	100%	\$4,000	100.00%	Mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines
Subscriptions	\$5,175	\$0	\$0	\$5,175	\$0	0%	\$5,175	100.00%	Client management licenses: 9 Elogic Genesis @ \$575 each
Uniforms/badges	\$2,000	\$0	\$0	\$2,000	\$0	0%	\$2,000	100.00%	To include, shirts, hats, hoodies, jackets, and staff badges, etc.
Maintenance Equipment/Supplies	\$2,000	\$2,000	\$0	\$0	\$2,000	100%	\$2,000	100.00%	Included but not limited to tools, parts, equipment needed to maintain infrastructure, amenities, and utilities exclusive to
Cell phone service	\$3,250	\$3,250	\$0	\$0	\$3,250	100%	\$3,250	100.00%	Monthly phone lines for up to 10 lines exclusive to staff for the micro-communities.
Facility Related Services	\$145,400	\$145,400	\$0	\$0	\$145,400	100%	\$145,400	100.00%	Utility and professional maintenance needs to include but not limited to: Xcel, Denver Water/Waste Water, Dumpsters & trash removal, Security System hardware not including cameras, Multiplexer & DVR, Telecom-WiFi hardware: 6 5G Routers (2staff, 4 resident); Telecom-WiFi service, Appliance service and repairs, Damages caused by residents, Snow removal & Pest control
Total Other Direct Costs	422,135	\$386,900	\$0	\$35,235	\$386,900	92%	\$422,135	100.00%	
Total Salaries, Fringe and Other Dir	\$ 2,353,387.70	\$ 1,201,774.70	\$ 897,250.00	\$254,363	\$ 2,099,024.70	89%	2,353,388	100.00%	
Indirect Costs									
Indirect Costs	\$235,339	\$209,902.47	\$0	\$25,436	\$209,902	89%	\$235,338	100.00%	
Total Project Cost (Direct + Indirect)	2,588,726	1,411,677	897,250	279,799	\$2,308,927	89%	\$2,588,726	100.00%	
Program Income (through funded activities)									

Budget Category	Agency Total (All Funding Sources for Agency)	HOST General Funds	ARPA Funds	Non-Federa/Non-HOST Dollars	Total Costs requested from HOST		Agency Total (All Funding Sources for Agency)		Budget Narrative
	Total	Amount	Amount		Subtotal		Amount	%	Amount
Non-Project:									
Personnel Costs:					\$0		\$0		\$0
Non-Personnel Costs:					\$0		\$0		\$0
Other (Specify):					\$0		\$0		\$0
Total Non-Project Cost	\$0	\$0	\$0	\$0	\$0		\$0		\$0
Grand Total	2,588,726	1,411,677	897,250	279,799	\$2,308,927	89.2%	\$2,588,726	100.00%	

Appendix A
Responsibility Matrix of Facility Related Services

	<i>Responsible Party</i>
Xcel Electric/Gas/Steam	Contractor
Denver Water	Contractor
Wastewater/Storm Sewer	Contractor
Janitorial (incl. Janitorial Supplies/Placing Trash in Dumpsters)	Contractor
Exterior litter pickup (including all pet relief)	Contractor
Common Areas Maintenance- (e.g., offices, showers, laundry, community area, smoking area, and pet run areas)	Contractor
Fire System (sprinklers, inspections)	N/A
Fire Alarm Monitoring & Fire Phone Line	N/A
Smoke detectors / CO detectors	Contractor
Fire Extinguishers (inspections)	City*
Security System hardware other than cameras /software, if applicable	Contractor
Security System Monitoring, if applicable	Contractor
Security System Phone Line, if applicable	City*
Security Cameras, if applicable	City*
Security Patrol, if applicable	Contractor
Stationary Security Guard, if applicable	Contractor
Telecom- Land Lines, if applicable	City*
Telecom- Cable TV	Contractor
Telecom – Wi-Fi	Contractor
Mechanical (HVAC) Maintenance	City*
Electrical Maintenance incl. generator, transformer, if any	City*
Plumbing/Sewer (Fixtures, Drains)	City* (structural or mechanical maintenance or replacement)
Minor maintenance (i.e., plugged toilets, hand washing stations, laundry areas, bathroom repairs, shower repairs, changing light bulbs, any other repairs not involving specialized tools)	Contractor
Fence Maintenance and Repair	Contractor
PTAC Units	City*
Pest Control and Bed Bug Treatments	Contractor
Appliance Service and Repairs	Contractor

Trash Hauling from Dumpsters (regular ongoing, not excess)	Contractor
Snow Removal- perimeter sidewalks, walkways, entries, and fire lane area as shown in Exhibit C-1	Contractor
Landscaping & Irrigation; if applicable	City*
Parking Lot Repair and Maintenance	City*
Sidewalk Concrete Repair and Maintenance	City*
Exterior lighting (pole lighting)	City*
Windows and doors	City*
Structural and roof (micro-unit and community structures)	City*
Damages caused by Contractor's invitees	Contractor
Other services not delineated in the agreement	Contractor

*If any damage is caused by Contractor or its invitees (including any pets, if any) Contractor pays for repair.

Contractor is Bayaud Enterprises, Inc.

Exhibit B Premises

The Premises is a portion of the property located at 12033 E. 38th Avenue as outlined in yellow below.

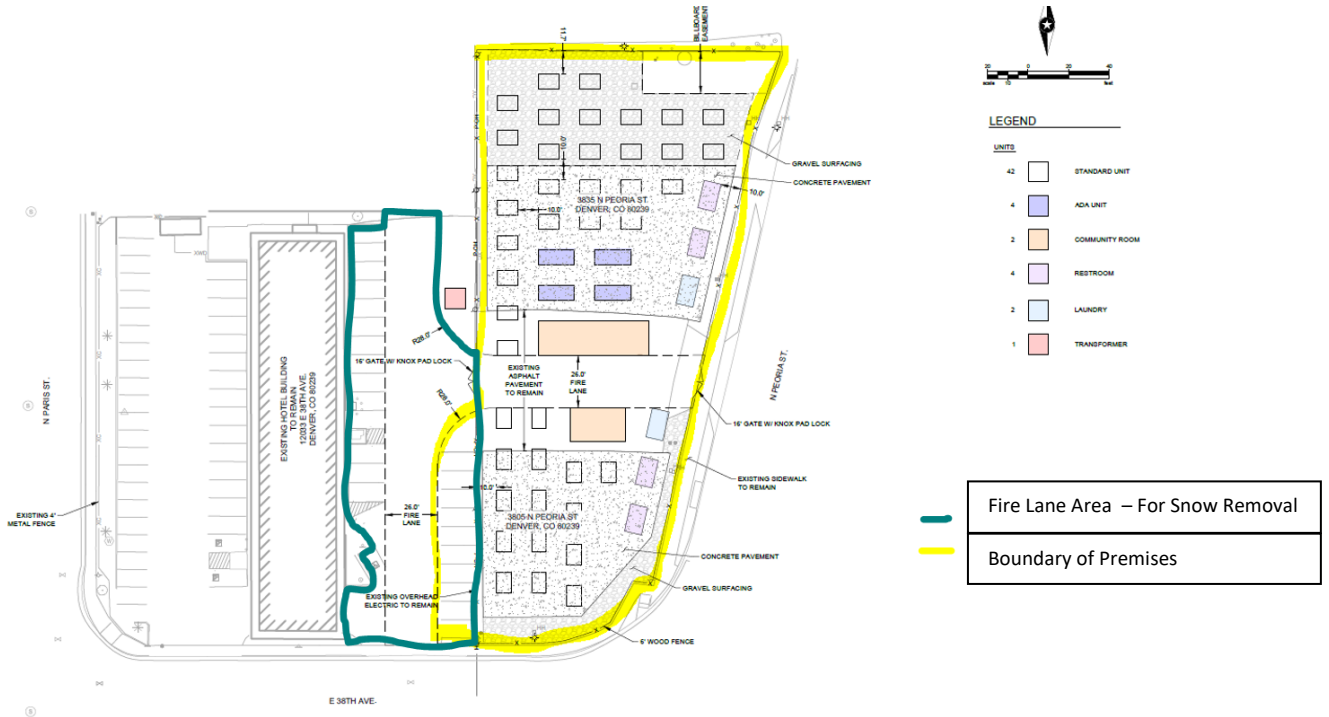


Exhibit B-1

TERMS AND CONDITIONS FOR OCCUPANCY AND USE OF PREMISES

1. **USE:** The Premises are to be used and occupied by the Contractor for the purposes set forth in the Agreement. The Contractor shall use the Premises in a careful, safe, and proper manner, and shall not use or permit the Premises to be used for any purpose prohibited by the laws of the United States of America, the State of Colorado, or the Charter or ordinances of the City and County of Denver.
2. **POSESSORY INTEREST:** At such time that the City Assessor assesses a possessory interest or other related tax to the Premises, the Contractor shall pay before delinquency any and all taxes, assessments, and other charges levied, assessed or imposed, and which become payable during the Term, upon the Contractor's operations, occupancy, or conduct of business at the Premises, resulting from the Contractor's occupation or use of the Premises, or upon the Contractor's equipment, furniture, appliances, trade fixtures, and other personal property of any kind installed or located on the Premises. Such taxes include any Possessory Interest taxes resulting from this License of the Premises.
3. **"AS IS" CONDITION:** The Premises are accepted by the Contractor in an "AS IS, WHERE IS" condition, with all faults and defects. No additional work will be performed by the City, unless otherwise determined by the City, and the Contractor hereby accepts the Premises in its as-is condition. The City does not make and disclaims any warranty or representation whatsoever, express, or implied, and shall have no obligation or liability whatsoever, express, or implied, as to the condition of or any other matter or circumstance affecting the Premises.
4. **ALTERATIONS:** The Contractor shall not make any alterations in or additions to the Premises without first obtaining the written consent of the City's Director of Real Estate, which consent may be withheld in the Director's sole discretion. The Contractor will pay or cause to be paid all costs and charges for: (i) work done by the Contractor or caused to be done by the Contractor, in or to the Premises; and (ii) materials furnished for or in connection with such work. Any and all alterations or improvements to the Premises by the Contractor shall be conducted in a lien-free manner in compliance with all applicable laws, codes, ordinances and regulations.
5. **ENTRY BY CITY:** The City is granting a revocable license to the Premises and shall be entitled to access the Premises as necessary or as desired. The Contractor shall permit representatives of the City to enter into and upon the Premises at time. The City shall not cause unreasonable interference in the normal course of the Contractor's performance of services.
6. **UTILITIES, REPAIR AND MAINTENANCE:** As shown in **Appendix A** to the Scope of Work, the City shall perform/maintain and pay for phone line, security camera installation and maintenance (not monitoring), PTAC units, security installation and maintenance, conducting fire extinguisher inspections and replacements, HVAC repairs and maintenance, structural, roof, window and door maintenance of the micro-units and the community buildings, exterior light pole installation and maintenance, landscaping and irrigation if determined as needed by the City, sidewalk and parking lot repairs, any inspections and services required by the adjacent building on this Premises, 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. City will install and maintain community wireless internet. City will install and maintain security cameras for Contractor monitoring.

The Contractor shall be responsible for arranging for, and paying all deposits, fees and charges associated with all water, sewer, gas and electricity, or other utilities or services or fees charged on utilities or other consumables allocable to the Property.

The Contractor shall be responsible for arranging for, and paying all deposits, fees and charges associated with snow removal from sidewalks surrounding the Premises, walkways, and entries to all structures within the Premises, and from the fire lane area as shown in Exhibit C-1. The City shall have the right to terminate the responsibility and funding associated with plowing the fire lane area with 30 days written notice from the Director of Real Estate.

The Contractor shall be responsible for arranging for, and paying all deposits, fees and charges associated with internet to any self-owned network, cable TV, any other communication services to the Premises, exterior dumpster trash removal, janitorial services and supplies including trash removal from Premises to exterior dumpsters and exterior litter removal, monitoring of security cameras, minor repairs (e.g. plugged toilets, hand washing stations, laundry areas, bathroom, shower, changing light bulbs, any other repairs not involving specialized tools), pest control, bed bug treatments, maintaining CO and fire detectors, maintenance of appliances owned by the Contractor, cleaning and maintenance of common area including the staff areas, dining/community areas, showers, restrooms, fencing, smoking areas and dog run areas, security services or specialized equipment, as determined applicable, and any other service required for the use of Premises by Contractor.

Contractor will comply with onsite easements, if necessary.

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

7. **DAMAGE TO PREMISES:** Any damage of or destruction to the Premises by the Contractor incident to the use of the Premises or the performance of services shall be promptly repaired or replaced by the Contractor to the satisfaction of the City's Director of Real Estate. The Director may, at his/her option, in lieu of such repair or replacement, require the Contractor to pay to the City money in an amount sufficient to compensate for the loss sustained by the City for any damage that may result from the Contractor's use of the Premises.
8. **CARE AND SURRENDER OF THE PREMISES:** At the termination of this Agreement, the Contractor shall remove all personal property, furniture and equipment and repair any damage caused by such removal; and surrender the Premises to the City and deliver the Premises to the City in substantially the same condition as existed on the date hereof, reasonable wear and tear excepted.
9. **ACCESS:** Contractor will have access to the Premises through the fire lane from 38th Avenue as shown on Exhibit C-1. Contractor will not negatively impact access or operations in the fire lane located to the west of the Premises. Contractor will not park or have deliveries in the fire lane and

will have all delivery and service providers park in off-street parking along 38th Avenue. Access to the parking spots included in the Premises can be accessed through the drive.

AGENCY CUSTOMER ID: BAYAENT-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY IMA, Inc. - Colorado		NAMED INSURED Bayaud Enterprises, Inc. 333 West Bayaud Avenue Denver CO 80223	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City and County of Denver, Its Elected and Appointed Officials, Employees and Volunteers are included as Additional Insured as respects the Commercial General Liability and Business Automobile Liability Policies. A Waiver of Subrogation is provided in favor of The City and County of Denver, Its Elected and Appointed Officials, Employees and Volunteers on the Commercial General Liability and Business Automobile Liability Policies.

Exhibit D

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202	DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

 Authorized Representative:
 Title:
 Date signed:

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.
9. Compliance with Applicable Law and Regulations.
 - a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
 - b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient’s noncompliance with section 602 of the Act, other applicable laws, Treasury’s implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

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