

## **THE ANSCHUTZ FOUNDATION**

### **GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS**

In addition to any specific terms and conditions in our grant award letter, The Anschutz Foundation (the “Foundation”) is awarding this grant (the “Agreement”) to you, the City and County of Denver, a municipal corporation of the State of Colorado (the “City” or “Grantee”), upon the following additional general terms, conditions and understandings:

#### Expenditure of Funds

This grant is made for the purpose set forth in the grant award letter, attached as Exhibit A, and this grant, together with any income earned from the investment of grant funds, may not be expended for any other purpose without the Foundation’s prior written approval.

Funds will be used by the Department of Housing Stability (HOST) in a manner consistent with the housing and homeless services fund for bridge housing and shelter for persons experiencing homelessness.

A remittance of \$461,000 will be made to the Department of Housing Stability (HOST) to support costs incurred for shelter operations to date, upon execution of this agreement.

A final remittance of \$539,000 will be made to HOST upon submission and approval by the Foundation, of a written request by the Executive Director of HOST that shows evidence of expenses incurred by HOST for shelter expansion and operations as part of its overall mission to help people experiencing homelessness.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned immediately to the Foundation.

You may not expend any grant funds for any political activity, for any lobbying activity that would be a taxable expenditure for the Foundation under 4945 of the Code, to cause or induce any violation of law or public policy, to cause any private inurement or improper private benefit to occur, or for any purpose other than one specified in section 170(c)(2)(B) of the Code.

The term of this agreement is January 1, 2021 to December 31, 2023.

#### No Assignment or Delegation

You may not assign or otherwise transfer your rights or delegate any of your obligations under this grant, without prior approval from the Foundation.

### Records and Reports

You are required to keep a record of all receipts and expenditures relating to this grant and to provide the Foundation with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. The Foundation may also require interim reports. Your reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the use or expenditure of all grant funds. You also agree to provide any other information reasonably requested by the Foundation. If your organization obtains any audited financial statements covering any part of the period of this grant, you are to provide a copy to the Foundation as well. You are required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Foundation, for at least four years following the year in which all grant funds are fully expended.

### Required Notification

You are required to provide the Foundation with immediate written notification of: (a) any change in your organization's tax-exempt status; (b) any change in your chief executive or other key staff responsible for achieving the purposes of this grant; (c) your inability to expend the grant for the purposes described in the grant award letter; or (d) any expenditure from this grant made for any purpose other than those for which the grant was intended.

### Reasonable Access for Evaluation

You will permit the Foundation and its representatives, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other beneficiaries for the purpose of making such financial audits, verifications or program evaluations as the Foundation deems necessary or appropriate concerning this grant award.

### Publicity

You will allow the Foundation to review and approve the text of any proposed publicity concerning this grant prior to its release. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in the Foundation's periodic public reports and press releases, if any.

### Ownership of Property

Any real or personal property acquired, created or constructed by or on behalf of the Grantee with grant funds shall belong to the Grantee, unless otherwise stipulated in the grant award letter. However, if all or any part of such property is subsequently sold or disposed of by the Grantee, then, to the extent of any proceeds received by the Grantee, the amount of the grant funds used to acquire, create or construct the property sold or otherwise disposed of shall either be (a) reimbursed to the Foundation, or (b) used by the Grantee for an alternative purpose that has been approved in writing by the Foundation.

### No Agency or Partnership

This grant shall not be deemed to create any relationship or agency, employment, partnership or joint venture between the parties, and you shall make no contrary representation to anyone.

### Right to Modify or Revoke

The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of this grant or any other charitable interest of the Foundation; or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation or this grant. The foundation also reserves the right to demand a total or partial refund of any grant funds that have not been used in accordance with the terms and conditions of this grant.

## DENVER TERMS AND CONDITIONS

### No Discrimination in Employment

In connection with the performance of work under the Agreement, the Foundation may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Foundation shall insert the foregoing provision in all applicable subcontracts.

### Examination of Records and Audits

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

### Colorado Governmental Immunity Act

In relation to the 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.*

Governing Law; Venue

The 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 the 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 the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**Contract Control Number:** HOST-202158764  
**Contractor Name:** The Anschutz Foundation

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

**SEAL** **CITY AND COUNTY OF DENVER:**

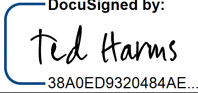
**ATTEST:** By: \_\_\_\_\_  
\_\_\_\_\_

**APPROVED AS TO FORM:** **REGISTERED AND COUNTERSIGNED:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

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

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

HOST-202158764  
The Anschutz Foundation

By:  \_\_\_\_\_  
38A0ED9320484AE...

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

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

ATTEST: [if required]

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

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

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

## THE ANSCHUTZ FOUNDATION

April 14, 2021

Ms. Britta Fisher  
Executive Director, Denver Department of Housing Stability (HOST)  
201 W. Colfax Ave.  
Denver, CO 80202

Dear Ms. Fisher,

We are pleased to remit \$461,000 of the \$1,000,000 grant awarded to the City and County of Denver to support the city's \$15,000,000 initiative in 2019 to fund vouchers and expand shelter hours to help people experiencing homelessness. Additional award disbursements of this grant will be made upon written request by the Executive Director of HOST and approved by The Anschutz Foundation, as or when the City funds additional projects or continuation of those already started under this initiative.

If you have any question, please contact our office. We extend our best wishes for your success.

Sincerely,



Ted E. Harms  
Executive Director