FOURTH AMENDATORY AGREEMENT

THIS FOURTH AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **CENTRAL STUDENT TRANSPORTATION, LLC**, a Wyoming limited liability company whose address is 3975 East 56th Ave, Suite A20, Commerce City, Colorado 80022 (the "Contractor"), jointly ("the Parties").

WHEREAS, the Parties entered into an Agreement dated December 8, 2022 an Amendatory Agreement dated January 24, 2023 a Second Amendatory Agreement dated November 29, 2023 and a Third Amendatory Agreement dated November 25, 2024 (collectively, the "Agreement") to provide transportation services for individuals experiencing homelessness with chartered transportation to and from overnight shelter accommodations; and

WHEREAS, the Parties now wish to modify the Agreement as set forth below.

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

1.   All references to "…Exhibits A, A-1, A-2 and A-3…" in the existing Agreement shall be amended to read: "…Exhibits A, A-1, A-2, A-3 and A-4…" as applicable. **Exhibit A-4** the Scope of Work is attached and will control from and after the date of execution.

2.   Section 3 of the Agreement, entitled "**TERM**", is amended to read as follows:

"**3**. **TERM:** This Agreement will commence on January 1, 2023, and will expire, unless sooner terminated, on December 31, 2026 (the "Term"). Subject to the Director's prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director. "

3.   Section 4 of the Agreement, entitled "**COMPENSATION AND PAYMENT**", Subsection 4.4. entitled "**Maximum Contract Amount**" Subparagraph 4.4.1. is amended to read as follows:

"**4.4. Maximum Contract Amount**

4.4.1 Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3 and A-4.** Any services performed beyond those in **Exhibits A, A-1, A-2, A-3 and A-4** or performed outside the Term are performed at the Contractor's risk and without authorization under the Agreement."

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

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

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Contract Control Number: HOST-202581088-04 / HOST-202265250
Contractor Name: CENTRAL STUDENT TRANSPORTATION

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: HOST-202581088-04 / HOST-202265250
Contractor Name: CENTRAL STUDENT TRANSPORTATION

DocuSigned by:

By: _Tony Dassinger_____
875DEFFC7D2D46B...

Name: _Tony Dassinger_____
(please print)

Title: _Managing Member_____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

EXHIBIT A-4
SCOPE OF WORK
DEPARTMENT OF HOUSING STABILITY
Colorado Student Transportation
HOST- 202581088

I. INTRODUCTION

Contract Term Dates: January 1, 2023 – December 31, 2026

Project Description:
This agreement is entered between the Department of Housing Stability (HOST) and Central Student Transportation (CST)for the purpose of providing transportation services for individuals experiencing homelessness with chartered transportation to and from overnight shelter accommodations. The Fiscal Year 2026 award amount for this contract is **$450,000** for a total contract amount of $2,500,000.00.

Funding Source:	HOMELESSNESS RESOLUTION FUND
Project Name:	Transportation
Budget Type:	**Fee for Service**
Contractor Address:	5110 Race St, Denver, CO 80216
Organization Type:	For-Profit

II. SERVICES DESCRIPTION
   A. CST will be responsible for adhering to the Program Standards document to be provided by HOST.
   B. CST will provide bus transportation to individuals experiencing homelessness Monday thru Friday (or as specified by HOST) through the term of this contract using transit buses.
   C. Service Area: Designated origin and end transit stops generally located within five (5) miles from central downtown Denver between 8:30 a.m. and 5:30 p.m. but may be expanded based on service coverage demands as determined by HOST. Starting locations are in central downtown Denver and ending locations are in the vicinity of I-70 and Colorado Boulevard.
   D. Primary transportation services include but are not limited to:
      1. A "Circular Route" to provide system-wide transportation services between Shelters.
      2. "Newcomers" transportations services as part of existing or emerging citywide responses.
      3. Inclement weather transportation services.
      4. Other transportation services as determined by HOST related to street outreach or housing efforts.

   E. Accessibility: CST will provide ADA accessible vehicles for individuals in wheelchairs or with other mobility impairments.
   F. Capacity: Transportation will allow for approximately 150 people during the time frames specified for the circular route and ridership demand for other services.
   G. Safety: All buses will have a camera and audio to monitor activities on the bus.

H. CST must have a contingency plan that includes notification to HOST management, shelter locations and clientele if they cannot run routes and/or individual buses and if routes and/or individual buses are running late.

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.
        4. Ensure completion of requisite training as outlined by HOST Program Standards document.
        5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
        6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.

    B. The City will:
        1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office in both Spanish and English.
        2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

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.

OBJECTIVE AND OUTCOMES

A. CST will provide bus transportation for homeless persons daily, Monday through Friday starting at 8:30 a.m. and completing at 5:30 p.m.
B. CST will provide bus transportation for Newcomer clients daily as needed.
C. Clients will have reliable transportation to and from approved locations in NE Denver and Central Downtown Denver.

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V. **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. Contractor's operating emergency shelters for survivors of domestic violence are not required to enter data into HMIS but must be able to provide data that shows progress towards contracted outcomes and match federal reporting standards.

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

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

    C. HOST Programs Community will provide Contractor with an online portal to submit report for each reporting period. Supplemental reporting may be required when HMIS and/or programs community data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.

    D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.

    E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

    F. Data Monitoring
    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 Households served (universal for all HOST-funded programs) and progress toward the households served goal:
Households proposed to be served over the contract term – XX

> Year 2023: approximately 55,200 or depending on ridership demand.
> Year 2024: approximately 55,200 or depending on ridership demand.
> Year 2025: approximately 55,200 or depending on ridership demand.
> Year 2026: approximately 55,200 or depending on ridership demand.

    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.

2. 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.
3. Financial Data
   a. Funding sources and amount included.
   b. Total Contract spend to date, by budget category.
4. Specific to this Scope of Work
   a. CST will keep a daily log and the information will be entered into Salesforce monthly with the following information:

   1. Number of riders per trip
   2. Number of riders getting off at each stop
   3. Departure time from first stop and arrival times at subsequent stops
   4. Narrative update on program success, challenges and funding leveraged.

VII. 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. Invoices

submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.

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. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.

6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.

7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.

8. Sign Up to send all reimbursement documentation (including this form) to: https://denvergovhostlightningforce.my.site.com/AffordableHousing/s/partner-sign-up

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.

3. 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.

4. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

C. Payroll

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.

2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.

3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

D. Fringe Benefits

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1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
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, 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 will not reimburse payments for unused leave when an employee separates from employment.

E. **General Reimbursement Requirements**
1. <u>Invoices</u>: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
   a. <u>Vendor Name</u>
   b. <u>Amount</u>
   c. <u>Purpose</u>
   d. <u>Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)</u>
   e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be 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. <u>Administration and Overhead Cost</u>: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

F. **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.

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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.

G. 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.

H. 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. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), 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. 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.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.
10. 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

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auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Procurements

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than twenty-five thousand dollars ($25,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars ($5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

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. Records Retention

1. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, to make audits, examinations, excerpts, and transcripts.

L. Contract Close-Out

1. All Contractors are responsible for submitting a final invoice marked "Final Invoice" and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within ninety (90-days) days after the Agreement end date, or sooner if required by HOST in writing.
3. Contract close out forms will be provided to the Contractor by HOST prior to end of contract.
4. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

M. 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.

VIII. 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.

Contract	Amount
Base	$450,000.00
1st Amendment	$0.00
2nd Amendment	$750,000.00
3rd Amendment	$850,000.00
4th Amendment	$450,000.00
TOTAL	$2,500,000.00

IX. Budget

Exhibit A-4
HOST 202581088-04 (HOST-202265250)

Contract Program Budget Summary

Contractor Name:	**Central Student Transportation**
Project:	**TRANSPORTATION**
City Contract #:	**HOST 202581088**
Budget Term:	**1/1/2026-12/31/2026**
Program/Fiscal Year:	**2026**

Fee For Service Type	2B HOMELESSNESS RESOLUTION FUND HOST Funding	Unit Rates Narrative
		Description: This will be a Monday thru Friday 8 hour loop for 2 routes. Base daily rate of $744.00 will be used for driver pay, fuel cost, cleaning of the bus inside and outside, basic maintenance, vehicle, insurance and administration. Changes to the daily route rate or the rate of scheduled individual buses will be contingent on HOST approval and nature of the request."
Transportation Costs	$450,000	
	$ -	
Total Budget	$ 450,000.00	