

## REVIVAL AND THIRD AMENDATORY AGREEMENT

**THIS REVIVAL AND THIRD AMENDATORY AGREEMENT** is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and **FOURTH QUARTER PARTNERS, LLLP**, whose address is 104 Broadway Blvd., Suite 500, Denver, CO 80203 ("Contractor"), collectively "the parties".

### WITNESSETH:

**WHEREAS**, the City and the Contractor entered into an Agreement dated January 1, 2011, as amended by a Revival and Amendatory Agreement dated February 8, 2012, and a Revival and Second Amendatory Agreement dated April 18, 2013, to provide temporary and housing support services to the homeless people in the City and County of Denver (together, the "Agreement"); and

**WHEREAS**, the Agreement expired on December 31, 2013, and the City and the Contractor now wish to revive the Agreement, extend the term for an additional twelve (12) months and increase the maximum contract amount for such extended term;

**NOW, THEREFORE**, the parties agree as follows:

1. All references to "...Exhibit A..." in the Agreement, as amended, shall be amended to read: "...Exhibit A, A-1, A-2, and A-3, as applicable...". The scope of work and budget marked as Exhibit A-3, attached to this Revival and Third Amendatory Agreement are incorporated by reference. Effective as of January 1, 2014, Exhibit A-3 will govern the work performed from and after January 1, 2014, until December 31, 2014.

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

"3. **TERM**: The term of this Agreement shall commence on **January 1, 2011**, and shall expire on **December 31, 2014** (the "Term"). Subject to the Manager's prior written authorization, the Consultant shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Manager."

3. Subparagraph a. of Paragraph 4 of the Agreement, entitled "**Budget**", is hereby amended to read as follows:

" a. **Budget**: The City shall pay and the Contractor shall accept as the sole compensation for rental subsidies rendered and costs incurred under the Agreement an amount not to exceed **Five Hundred Eighty Four Thousand**

**Four Hundred Fifty Seven Dollars and Zero Cents (\$584,457.00)** (the “Maximum Contract Amount”) in accordance with the Scope of Work and Budget set forth in **Exhibit A, A-1, A-2, and A-3, as applicable**. Amounts billed may not exceed the budget set forth in **Exhibits A, A-1, A-2, and A-3, as applicable.**”

**4.** Except as amended herein, the Agreement is revived, reaffirmed, and ratified in each and every particular.

**5.** This Revival and Third Amendatory Agreement may be executed in counterparts, each of which is an original and constitute the same instrument.

**6.** This Revival and Third 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.

**END**

**SIGNATURE PAGES AND EXHIBIT A-3 FOLLOW THIS PAGE**

**Contract Control Number:**

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:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



Contract Control Number: SOCSV-CE01075-03

Contractor Name: THE FOURTH QUARTER PARTNERS LLLP

By: Henry K. Burquyn

Name: Henry K. Burquyn  
(please print)

Title: General Partner  
(please print)

ATTEST: [if required]

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

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

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





## SCOPE OF WORK

### The Fourth Quarter Partners LLLP CE01075-03

#### I. Purpose of Agreement

The purpose of the contract is to establish an agreement and Scope of Services between Denver Department of Human Services (DDHS) and The Fourth Quarter Partners LLLP.

The Contractor will receive rent subsidies and provide case management and supportive services for tenants who are living in the "Fourth Quarter". The "Fourth Quarter" is a housing project that is located on the corner of Martin Luther King Jr. Blvd. and Downing St., at 3150 Downing Street, Denver, Colorado. The rent subsidies, case management, and supportive services will help stabilize this Veteran homeless population and provide a pathway for all residents to participate in, and contribute to the well-being of the entire neighborhood.

#### II. Program Goals & Outcomes

GOAL	Outcome
<p><b>Provide rent subsidies</b></p>	<ul style="list-style-type: none"> <li>• Tenants will be required to pay 30% of their income or a minimum of \$50 a month towards the rent. All tenant portions will be subtracted from the subsidy portion paid by the City.</li> <li>• Case manager will track the progress of the tenants, and work with the tenants to help them become sustainable in Permanent Housing.</li> </ul> <p>75% of the 28 Veterans will maintain their housing for a year or more.</p> <p>65% of the 28 Veterans will show an increase in income from the time they entered housing. This may be from employment income or assisted benefits.</p> <p>Basic demographics of the 28 units will also be tracked and reported on a quarterly basis.</p>
<p><b>Provide case management</b></p>	



## **SCOPE OF WORK**

### **The Fourth Quarter Partners LLLP**

### **CE01075-03**

#### **III. Services**

The Contractor will designate 28 of 36 units in the Project for the Denver Road Home Program. 25 of the 28 units are project based VASH voucher units. Denver's Road Home will provide rent subsidies, case management, and supportive services for the remaining 3 designated units. They are classified as 2 Two Bedroom units and one flex unit that may be a One or a Two Bedroom unit:

- Rent Subsidy is defined as security deposit, rental assistance and utility allowance, as applicable
- Transportation in the form of van, will be provided for participants in the program
- Activities such as social events, sports events and recreation at \$1,000 per month
- Classes in life skills include budgeting, cooking, healthy lifestyle , benefit
- Onsite substance abuse and therapy.
- The Contractor will establish policies and practices to maintain sufficient building and common area security and property protection.
- The housing affordability period shall be in compliance with the Low Income Housing Tax Credit Program Use Agreement and Land Use Restriction Agreement.
- All families or individuals residing in the Project units must have incomes which are less than or equal to 30% of the Area Median Income (AMI).
- The Contractor will establish rent or payment standards for each Project unit that is not more than the published Section 8 Housing Fair Market Rent (FMR) or HUD-approved community-wide exception rent in effect.
- As a condition to receive funding and to ensure safe, decent and sanitary housing conditions, the set-aside housing units must meet HUD Housing Quality Standards set forth in 24 CFR 982 Subpart I.
- The Contractor shall adopt written Admission and Occupancy policies and criteria in accordance with Federal, State and local laws:
  - (1) The Contractor selects the tenant and is responsible for tenant screening. The lease is between the Contractor and tenant.
  - (2) Prompt written notification is provided to any rejected applicant of the grounds for any rejection.
  - (3) The Contractor may terminate the lease for any lease violation at any time, but must follow State and local laws in giving notice to the tenant, and must provide the City a copy of the termination notice immediately.

#### **IV. Performance Management and Reporting**

##### **A. Performance Management**

Monitoring will be performed by the program area and Contracting Services. Contractor may be reviewed for:



## SCOPE OF WORK

### The Fourth Quarter Partners LLLP CE01075-03

1. **Program or Managerial Monitoring:** The quality of the services being provided and the effectiveness of those services addressing the needs of the program.
2. **Contract & Financial Monitoring:** Review and analysis of (a) current program information to determine the extent to which contractors are achieving established contractual goals; (b) financial systems & billings to ensure that contract funds are allocated & expended in accordance with the terms of the agreement. Contracting Services will provide regular performance monitoring and reporting to program area management. Contracting Services, in conjunction with the DHS program area, will manage any performance issues and will develop interventions that will resolve concerns.
3. **Compliance Monitoring:** Monitoring to ensure that the requirements of the contract document, Federal, State and City and County regulations, and DDHS policies are being met.

#### B. Reporting

The following reports shall be developed and delivered to the City as stated in this section.

Report # and Name	Description	Frequency
1. Quarterly Reports	Quarterly report will provide data on occupancy totals of units and Rent Subsidies delivered as described in Section III of this Scope of Work	Due Quarterly – 15 days after the end of the quarter
2. Other reports as reasonably requested by the City.	To be determined (TBD)	TBD
3. Monthly Invoices	Monthly invoices with required backup documentation for payment.	Due the 15 <sup>th</sup> of each month 100% of the time

#### V. Budget Requirements

- A. Contractor shall provide the identified services for the City under the support of the Denver Department of Human Services using best practices and other methods for fostering a sense of collaboration and communication.



**SCOPE OF WORK**  
**The Fourth Quarter Partners LLLP**  
**CE01075-03**

B. Budget line items that exceed the approved budget by the City must be submitted in writing to DHS Contracting Services detailing the requested change and must demonstrate the need. Budget modifications must be approved by the City prior to Contractor expending any funds.

**BUDGET AND BUDGET NARRATIVE**

<b>Bo Matthews Center</b>		
<b>2014 BUDGET</b>		
Services at the 4th Quarter project		
<b>PERSONNEL</b>		
Case Manager(s)		\$45,600
Security		\$2,000
Benefits for Case Managers @ .20%		\$9,120
<b>PROGRAMS</b>		
Transportation		\$6,000
Activities		\$6,000
Life skills and direct needs		\$19,000
Substance abuse and therapy		\$2,000
<b>INDIRECT COSTS</b>		
4th Qtr Rent Subsidy		\$28,000
Administrative		\$12,280
	<b>Total</b>	<b>\$130,000</b>

- Security includes building security, security guards and other related security services for the Fourth Quarter property.
- Transportation will include the cost of the van, gas, maintenance and driver, estimated at just under \$500 per month. Mileage logs must be submitted with invoices.
- Activities will include social events, sport events, recreation and food (receipt required) for these events, up to \$500 per month.
- Life Skills include budgeting, cooking, healthy lifestyle, benefit services, health needs, support groups and gift cards. These costs will be based on actual costs of these classes each month. Completed sign in sheets must be submitted with invoices.
- Substance abuse and therapy is on site counseling to bridge situations before VA visits can be scheduled. This is charged on a fee basis per session or by group.





## **SCOPE OF WORK**

### **The Fourth Quarter Partners LLLP**

### **CE01075-03**

- Rent is based on 2014 Fair Market Rent (FMR) and is calculated for one 1-bedroom and two 2-bedroom units for 12 months. Tenants will be required to pay 30% of their income or a minimum of \$50 a month towards the rent. All tenant portions will be subtracted from the subsidy portion paid by the City.
- Administrative costs include payroll, office support, phones, copier, supplies and equipment rental.
- All services and expenses provided under this budget will be verified through supporting documentation.
- Time sheets and payroll registers must be included with Case Manager invoices.

#### **VI. Other Requirements**

##### **1. Homeless Management Information System (HMIS):**

A. The Contractor agrees to fully comply with the Rules and Regulations required by US Dept of Housing and Urban Development (HUD) which govern the Metro Denver Homeless Management Information System (HMIS). HUD's funding for continuation of all Metro Denver's homeless programs is contingent on the participation of funded agencies and the data quality collected by the HMIS system. Current and future funding by the City will also be dependant on HMIS participation and performance.

B. The Contractor, in addition to the HUD requirements, shall conform to the HMIS policies established and adopted by the Metro Denver Homeless Initiative (MDHI) and Denver's Road Home (DRH)

C. HMIS shall be the primary information system for collecting data for DRH. Beyond its role as the primary information system, HMIS is the source of data for evaluating the progress of Denver's Road Home and will be the source for future Homeless Point-In-Time surveys.

D. The Contractor's HMIS data will be collected monthly and reported to DRH. The data will be used to evaluate the progress made in ending homelessness and changes to policies and funding priorities, if necessary.

E. Technical assistance and training resources for HMIS are available to each organization based on requests for assistance by the Contractor and by periodic assessments of participation, compliance and accuracy of data collection.



## **SCOPE OF WORK**

### **The Fourth Quarter Partners LLLP**

### **CE01075-03**

F. The Contractor will be required to participate in HMIS training sessions and evaluation committee and HMIS Users Group meetings.

G. The Contractor will be required to collect data on all homeless clients its organization serves and enter this data into the HMIS.

**2. Advisory Board:**

The Contractor shall, in order to promote client participation in the development of programs and services for the homeless, establish and maintain an advisory board that shall include at least one (1) homeless person receiving services from Denver Department of Human of Human Services (DDHS).

**3. DRH Evaluation:**

The Contractor shall fully participate, in such manner and method as reasonably designated by the Manager, in the effort of the City to evaluate the effectiveness of Denver's Road Home plan to end homelessness in Denver. This may include participation in ongoing evaluation discussions and meetings.

**4. Meetings:**

The Contractor shall attend at a minimum, all Denver Road Home Housing meetings and Coordinated Entry meetings.