

## AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO SAFE PARKING INITIATIVE**, a Nonprofit corporation whose mailing address is 1114 W 7<sup>th</sup> Avenue, Suite 215, Denver, CO 80204 (the “Contractor”), individually a “Party” and jointly the “Parties.”

### RECITALS:

**A.** The Parties entered into an Agreement dated August 4, 2022, (collectively, the “Agreement”) to undertake, perform, and complete all of the services and produce all the deliverables set forth in Exhibit A and A-1, Scope of Work, to the City’s satisfaction.

**B.** The Parties wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

1. All references to “Exhibit A” in the existing Agreement shall be amended to read “**Exhibits A and A-1**” as applicable. The Scope of Services marked as **Exhibit A-1** is attached hereto and incorporated herein by this reference.

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

“**3. TERM**: This Agreement will commence on June 1, 2022, and will expire, unless sooner terminated, on December 31, 2025 (the “Term”).”

3. Section 4 of the Agreement entitled **COMPENSATION AND PAYMENT** Subsection 4.4 entitled “**Maximum Contract Amount**” Subparagraph 4.4.1 is hereby deleted in its entirety and replaced with:

“**4.4. Maximum Contract Amount**:

**4.4.1.** Notwithstanding any other provision of this Agreement, the City’s maximum payment obligation will not exceed seven hundred and fifty thousand dollars (\$750,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services, including any services performed by the Contractor beyond that specifically described in **Exhibit A and A-1**. Any services performed beyond those in **Exhibit A and A-1** or performed outside the

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

4. Section 21 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety.

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

6. This 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-202368518-01/202263356-00  
**Contractor Name:** COLORADO SAFE PARKING INITIATIVE

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:

\_\_\_\_\_

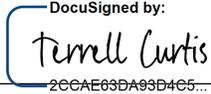
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By:

\_\_\_\_\_

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

HOST-202368518-01/202368518-01  
COLORADO SAFE PARKING INITIATIVE

By:  \_\_\_\_\_  
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Name: Terrell Curtis  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

**SCOPE OF WORK****DEPARTMENT OF HOUSING STABILITY****Colorado Safe Parking Initiative****HOST-202368518****I. INTRODUCTION**

**Period of Performance Start and End Dates:** 6/1/2022 – 12/31/2025

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) subaward for \$750,000.00 to the Colorado Safe Parking Initiative (CSPI) to provide a safe parking program for persons experiencing homelessness. The contractor will provide, by contract conclusion, a total of four safe parking sites with at least eight parking spaces each within the City and County of Denver. The Contractor will manage site operations and provide on-site services to people experiencing homelessness at these locations for safe parking. In alignment with City charter and zoning, these sites will temporarily allow occupancy for cars, recreational vehicles (RV), and/or other innovative mobile housing options for temporary sheltering for persons experiencing homelessness during the public health emergency and recovery period impacted by the COVID-19 emergency.

This subaward is not for Research

<b>Funding Source:</b>	<b>American Rescue Plan Act</b>
<b>Project Name:</b>	<b>Safe Parking</b>
<b>Activity Name:</b>	<b>ARPA Safe Parking</b>
<b>Federal Award ID (FAIN) #:</b>	SLFRP4316
<b>Federal Award Date:</b>	April 14, 2022
<b>Federal Awarding Agency:</b>	US Department of Treasury.
<b>Pass-Through Entity:</b>	City and County of Denver
<b>Awarding Official:</b>	N/A
<b>Unique Entity ID:</b>	QGBBCRU3LCW6
<b>CFDA#:</b>	21.027
<b>Central Contractor Registration Expiration Date:</b>	May 7, 2024
<b>SAM.gov Expiration Date:</b>	May 7, 2024
<b>Contractor Address:</b>	1114 W 7TH AVE, STE 215, DENVER, CO 80204 USA
<b>Organization Type:</b>	<b>Non-Profit</b>

## **II. SERVICES DESCRIPTION**

- A. List of Services to be provided by contractor
1. The contractor will provide four safe parking sites by contract term conclusion with at least eight parking spaces at each location. At least one safe parking site will serve RVs, if possible.
  2. Procure suppliers for basic hygiene services including portable toilets, potable water, handwashing stations, trash, and recycling collection.
  3. Orderly set-up allowing for appropriately sized spaces that comply with public health guidelines for social distancing and parking for cars. RVs will be served when possible.
  4. Manage security within the space and the immediate area surrounding the space.
  5. A code of conduct, agreements for participation, and safety protocols.
  6. A goal of low barrier access, including but not limited to self-defined families, pet ownership, active substance use disorder, behavioral health concerns that would prohibit access to other shelter options, no time limits, no compulsory services.
  7. Guests receive a permit to park in designated spaces and sign a guest agreement.
  8. All lots are clearly posted with safe parking signage; parking without a permit is not allowed.
  9. Contractor will provide drinking water, wherever possible
  10. Electricity is highly recommended but not required.
  11. Additional amenities such as access to showers, meal service, computers, clothing banks, and storage also vary by site, and are not required but are suggested services.
  12. Housing-focused case management/services including acquisition of public benefits and housing-ready materials will be provided.
  13. Through collaborative community partnerships, guests have access to individualized professional case management and supportive services, including housing search and placement; employment development and placement; and referrals to health, substance misuse, and mental health care.
  14. CPSI will provide guests with motel vouchers and/or referrals to motels and/or emergency shelters for weather, health, and vehicle-repair emergencies.
  15. CSPI will provide a central point of intake and referral to SafeLots across the Denver Metro Area (DMA), coordinates all data collection, and conducts site evaluations.

## **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.
3. Contractors must observe and comply with all State and Denver Public Health Orders as they apply to specific activities and regulated settings.

4. Contractor will identify a staff member to serve as a point of contact for crisis communications and will communicate any crisis or emergency situations to the designated HOST representative as soon as possible, but no longer than 18 hours. The HOST representative for this purpose is the Deputy Director of Housing Stability and Homelessness Resolution. If that changes, HOST will communicate any changes within 24 hours. Changes to that point of contact with CSPI will be communicated to HOST within 24 hours.

B. The City will:

1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.
2. Partner with the contractor to craft a communicable disease mitigation plan applicable to all phases of their services. Furthermore, the City will monitor compliance with the mitigation plan and work with the contractor on any necessary modifications.

**IV. EQUITY ACCESS AND OUTCOMES**

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

**V. FUNDS WILL BE USED TO**

- A. Funds allocated to this SOW will be used for staffing, startup, facilities and supplies as well as client support costs. There is not income generated from the operation.

**VI. OBJECTIVE AND OUTCOMES**

Milestones:

- 3rd safe parking site will be established and operating by 12/31/23
- 4th safe parking site will be established and operating by 08/31/24

A. Household Characteristics

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

B. Data quality

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

C. Program Narrative and Reports

1. For each reporting period, the contractor will provide a narrative update on program successes and challenges and funding leveraged
  - a. Source: HMIS

D. Shelter Operations and Programs

1. This is a new and innovative program, for which standardized benchmarks, process and outcomes measures are not established. Therefore, the contractor will measure the following to baseline future performance expectations and a deeper understanding of the program model
  - a. Source: HMIS
2. Process Measure: Shelter Capacity
  - a. Capacity (Number of vehicles that can be accommodated at the Safe Parking location) will be communicated to HOST at the start of the contract term, and Contractor will notify HOST of any changes to capacity that occur during the contract term.
3. Process Measure: Characteristics of households served at program entry to help coordinate services and improve planning (e.g., type of vehicle, whether the vehicle is currently operable, etc.)
  - a. Source: HMIS
4. Process Measure: Number of households served in daytime and overnight services each day.
  - a. Source: HMIS
  - b. **Note:** whether daytime and overnight service counts will be necessary will depend on program model

5. Outcome Measure: Average days household used daytime services and overnight services within reporting period
  - a. Source: HMIS
  - b. **Note:** whether daytime and overnight service averages will be different will depend on program model
6. Process Measure: Average days households use daytime services within reporting period
  - a. Source: HMIS
7. Process Measure: Average nights households use overnight shelter within reporting period
  - a. Source: HMIS
8. Process Measure: Number and percentage of households served who are referred to partner agencies for individualized case management and other services (case management)
  - a. Source: HMIS
9. Outcome Measure: Number and percentage of all households by destination at exit overall and for households referred to
  - a. Source: HMIS
10. Outcome Measure: Number and percentage of households who exit to a stable or permanent housing solution
  - a. Source: HMIS
  - b. Benchmark: 30% of households exiting will exit to permanent housing

E. Program Narrative Reports

1. For each reporting period, the contractor will provide a narrative update on program successes and challenges. Narrative reports will also identify any neighborhood or community concerns and report on the contractor's strategies to mitigate the concern(s). Lastly, narrative reports will include at least one case history of a client who successfully exited the program.

**VII. Reporting**

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the 15<sup>th</sup> day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative

and qualitative information necessary to determine Contractor’s progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.

- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.

**F. INDICATORS**

1. HOST Required

- a. Qualitative narrative report on program successes and challenges
- b. Participant success stories
- c. Money Leveraged (Funds by source)
- d. Number of Households served:
  - i. Households proposed to be served over contract term as number of sites increase:

<b>Dates</b>	<b>Sites</b>	<b>Unduplicated HH Served</b>
06/01/22 - 05/31/23	1	28
06/01/23 - 12/31/23	2	28
01/01/24 - 12/31/24	3 for 3Qs, 4 for 1Q	91
01/01/25 - 12/31/25	4	112

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

2. HOST Reporting

- a. The contractor is responsible for daily reporting in HMIS to ensure complete, timely and accurate information
- b. Total number of spaces available for safe parking
  - i. Number occupied each night
  - ii. Number vacant and open for referral
  - iii. Number of Americans with Disabilities Act (ADA) accessible spaces (number occupied and number vacant)

- iv. Daily maintenance of program and exit data
- c. Contractor will be responsible for updating the Homeless Management Information system (HMIS) daily with household program enrollments and program exits.
- d. Programs Enrollment data entry should include at minimum the questions on the Emergency Shelter, Safe Haven, or Street Outreach Intake form.
- e. Program exit data should include destination at exit, exit date, and departure reason.

### **VIII. Use of Homeless Management Information System and Reporting for Non-Shelter Services**

It is the Department of Housing Stability's policy, in alignment with adopted plans, to require the use of the Homeless Management Information System (HMIS) and the Coordinated Entry System (OneHome) for all federally and locally funded programs addressing the needs of residents experiencing homelessness.

The Contractor agrees to fully comply with the rules and regulations required by the U.S. Department of Housing and Urban Development (HUD) which govern the HMIS<sup>1</sup>.

The contractor, in addition to the HUD requirements, shall conform to the HMIS policies and procedures established and adopted by the Metro Denver Homeless Initiative (MDHI) Continuum of Care (CoC). These are outlined in the COHMIS Policies and Procedures<sup>2</sup>, and the COHMIS Security, Privacy and Data Quality Plan<sup>3</sup>.

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

Contractor's aggregate HMIS performance data for projects may be shared with the funder and the community to improve system performance and assist with monitoring. MDHI and/or HOST will monitor contractor compliance and performance on an annual basis through a site visit.

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

HMIS data will be used to monitor performance under this contract in addition to quarterly program narratives. HMIS outcome reports may be sent to HOST directly from MDHI. Contractor will also have access to all outcome reports generated for this contract. Narrative reports will be due to HOST two weeks after each HMIS outcome report is generated and sent to HOST to allow the Contractor the opportunity to address any issues they observe in their outcomes report in that narrative. Outcomes measures and other required reporting as well as the data source for each reporting element are detailed below.

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

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

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

<sup>3</sup> <https://cohmis.zendesk.com/hc/en-us/articles/360013991371-Policy-Procedures> <sup>4</sup> <https://cohmis.zendesk.com>

**XI. FINANCIAL ADMINISTRATION A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver’s Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use HOST’s preferred invoice template, if requested. HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to 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. 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 to the services provided by Contractor, or changes to each line-item budget in excess of the ten percent (10%) or \$10,000 threshold, which do not increase the total funding to Contractor, are considered a Budget Modification. Such budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program and contracting staff. All

other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.

3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days after the contract Agreement start date and prior to the last Quarter of the fiscal period, unless waived in writing by the HOST Director or their designee.
4. 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 Executive Director or their designee.

### **C. Vouchering Requirements**

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

8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

#### **D. Payroll**

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

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

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

basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

#### **F. General Reimbursement Requirements**

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

#### **G. 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 VOUCHER 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).

#### **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. 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 in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

#### **I. 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 HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with 2 C.F. R. 200. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contactor shall prepare and submit a Corrective Action Plan to HOST in accordance with 2 C.F.R. 200 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.
5. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **J. 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 (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. 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.

3. 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.

#### **K. 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.

#### **L. 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.

#### **M. 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.

#### **N. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the

Federal Government and the City, if not paid within a reasonable period after demand HOST may:

- a. make an administrative offset against other requests for reimbursements;
  - b. withhold advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

## **XII. Budget**

**Contract Program Budget Summary**

**Contractor Name:** **Colorado Safe Parking Initiative** **City Contract #:** **HOST - 202368518**

**Project :**

**Contract Term:** **From:** **6/1/2022** **To:** **12/31/2025**

**Program/Fiscal Year:** **2022**

Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act HOST Funding 6/1/22-5/31/2023	American Rescue Plan Act HOST Funding 6/1/23-12/31/24 (19 Months)	American Rescue Plan Act HOST Funding 1/1/25-12/31/25 (12 Months)	Total Costs requested from HOST		[Name Other Non-Federal Funding]	Agency Total		Budget Narrative
					Subtotal	%		Amount	Amount	
<b>Personnel: Job Title</b>	Total	Amount	Amount	Amount	Subtotal	%	Amount	Amount	%	
Executive Director ( Full-Time Salary)	\$50,033	\$16,000	\$15,542	\$10,491	\$42,033	84.01%	\$8,000	\$50,033	100.00%	Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: The Executive Director will provide and oversee the leadership, advocacy, community relations fundraising and direct operations. Will be directly involved in recruitment and operations of Denver SafeLots. Assumes 5% annual increase, and is 10% of time
Outreach and Homeless Services Specialist (Full Time Salary)	\$40,166	\$7,875	\$15,615	\$11,576	\$35,066	87.30%	\$5,100	\$40,166	100.00%	Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: provides intake and assessment, referrals, supports SafeLot hosts and case management staff. HMIS and data entry. These are ongoing costs not related to startup.
Program Developer( Part-Time Hourly)	\$47,936	\$11,520	\$20,666	\$13,950	\$46,136	96.24%	\$1,800	\$47,936	100.00%	Part-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: development and oversight of SafeLots, support and oversight of case management staff, grant writing/reporting, public relations.
Case Manager (Full Time Salary)	\$231,333	\$22,500	\$108,333	\$78,000	\$208,833	90.27%	\$22,500	\$231,333	100.00%	Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description:provides case management services to PSV at two SafeLots. This is an ongoing program cost.

Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act HOST Funding 6/1/22-5/31/2023	American Rescue Plan Act HOST Funding 6/1/23-12/31/24 (19 Months)	American Rescue Plan Act HOST Funding 1/1/25-12/31/25 (12 Months)	Total Costs requested from HOST		[Name Other Non-Federal Funding]	Agency Total		Budget Narrative
HOST/Lot Operator (Part-Time Hourly)	\$47,900	\$10,950	\$0	\$26,000	\$36,950	77.14%	\$10,950	\$47,900	100.00%	Part-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: provides lot management and oversight of security and sanitation, offers support to guests. This will be on ongoing cost once site is up and operating.
<b>Total Salary:</b>	<b>\$417,368</b>	<b>\$68,845</b>	<b>\$160,156</b>	<b>\$140,017</b>	<b>\$369,018</b>	88.42%	<b>\$48,350</b>	<b>\$417,368</b>	100.00%	
Fringe Benefits	\$83,207	\$13,080	\$48,046	\$11,401	\$72,527	87.16%	10,680	\$83,207	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
<b>Total Salary and Fringe Benefits:</b>	<b>\$500,575</b>	<b>\$81,925</b>	<b>\$208,202</b>	<b>\$151,418</b>	<b>\$441,545</b>	88.21%	<b>\$59,030</b>	<b>\$500,575</b>	100.00%	
<b>Other Direct Costs</b>	Total	Amount	Amount	Amount	Subtotal	%	Amount	Amount	%	
Program Expenses & Supplies	\$62,190	\$5,000	\$27,650	\$10,800	\$43,450	69.87%	\$18,740	\$62,190	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes [list specific program supplies/expenses]. Must be allowable and a direct cost. This includes porta-potties, fencing, software, salesforce training, printing and Facebook advertisement Software and salesforce training are startup costs, the rest would be ongoing.
Client Support	\$233,670	\$48,490	\$75,000	\$72,000	\$195,490	83.66%	\$38,180	\$233,670	100.00%	Items provided to clients. Must be allowable and related to the scope of work. This includes: hotel vouchers, gas cards, phone cards, funds for vehicle repairs/towing/registration/insurance, safety and weatherization supplies, laundry, identity documents, bus passes, housing deposits, storage units, and employment costs. These are all ongoing costs.
Professional Services	\$1,300	\$900	\$0	\$0	\$900	69.23%	\$400	\$1,300	100.00%	Program-related expenses for services that require specialized or advanced knowledge or experience such as [list type of professional services] Fiscal Sponsor fees, IT support, These are ongoing costs.
Mileage	\$736	\$100	\$150	\$235	\$485	65.87%	\$251	\$736	100.00%	Public transit and mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.
<b>Total Other Direct Costs</b>	<b>297,896</b>	<b>\$54,490</b>	<b>\$102,800</b>	<b>\$83,035</b>	<b>\$240,325</b>	80.67%	<b>57,571</b>	<b>\$297,896</b>	<b>100.00%</b>	

Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act HOST Funding 6/1/22-5/31/2023	American Rescue Plan Act HOST Funding 6/1/23-12/31/24 (19 Months)	American Rescue Plan Act HOST Funding 1/1/25-12/31/25 (12 Months)	Total Costs requested from HOST		[Name Other Non-Federal Funding]	Agency Total		Budget Narrative
<b>Total Salaries, Fringe and Other Direct Cost</b>	\$798,471	\$ 136,415.00	\$ 311,002.00	\$ 234,452.50	\$681,870	85.40%	116,601.0	798,471	100.00%	
<b>Indirect Costs</b>										
<b>Indirect Costs</b>	\$79,844	\$13,585	\$31,100	\$23,445	\$68,130	85.33%	\$11,661	\$79,844	100.00%	Indirect calculated upto 10% on Salaries, Fringe and Other Direct Costs
<b>Total Project Cost (Direct + Indirect)</b>	<b>878,315</b>	<b>\$150,000</b>	<b>342,102</b>	<b>257,898</b>	<b>750,000</b>	<b>85.39%</b>	<b>116,601</b>	<b>878,315</b>	<b>100.00%</b>	
<b>Grand Total</b>	<b>\$878,315</b>	<b>\$150,000</b>	<b>\$342,102</b>	<b>\$257,898</b>	<b>\$750,000</b>	<b>85.39%</b>	<b>\$116,601</b>	<b>\$878,315</b>	<b>100.00%</b>	