

## TENTH AMENDATORY AGREEMENT

THIS TENTH AMENDATORY AGREEMENT (the “Amendment”) 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 **U.S. MOTELS DENVER NORTH, INC.**, a Colorado corporation, whose address is 10 E. 120<sup>th</sup> Avenue, Northglenn, Colorado 80233 (“Provider” or “Contractor”), collectively the “Parties.”

### RECITALS:

**A.** The Parties entered into an agreement dated January 30, 2018, an Amendatory Agreement dated June 5, 2018, a Second Amendatory Agreement dated September 11, 2018, a Third Amendatory Agreement dated October 11, 2018, a Fourth Amendatory Agreement dated November 27, 2018, a Fifth Amendatory Agreement dated June 14, 2019, a Sixth Amendatory Agreement dated December 13, 2019, a Seventh Amendatory Agreement dated July 13, 2020, an Eighth Amendatory Amendment dated October 7, 2020, and a Ninth Amendatory Agreement dated March 10, 2021 to provide short-term shelter services (collectively, the “Agreement”).

**B.** The Agreement expired on by its terms on December 31, 2020, and rather than enter into a new agreement, the Parties desire to revive and reinstate all terms and conditions of the Agreement as they existed prior to the expiration of the term and to amend 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. Effective upon execution, all references to Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, and A-9 in the existing Agreement shall be amended to read “Exhibits A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, and A-10, as applicable.” Exhibit A-10 is attached and will control from and after the date of execution of this Amendment

2. Section 3 of the Agreement, entitled “**TERM**,” is amended by deleting the section in its entirety and replacing it with the following:

“3. **TERM**: The Agreement will commence on **January 1, 2018** and will expire on **December 31, 2022** (the “Term”). Subject to the Executive Director’s prior written authorization, the Contactor 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 Executive Director.”

3. Subsection 4.d.1. of the Agreement, entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Two Million Seven Hundred Forty-Six Thousand and No/100 Dollars (\$2,746,000.00)** (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 Contractor beyond that specifically described in **Exhibit A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, and A-10**, as applicable. Any services performed beyond those in **Exhibit A, A-1, A-2, A-3, A-4, A-5, A-6, A-7, A-8, A-9, and A-10**, as applicable, are performed at Contractor’s own risk and without authorization under the Agreement.”

4. Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular.

5. This Amendment 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.

**List of Exhibits**

**Exhibit A-10 – Scope of Work**

**[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]**

**Contract Control Number:** HOST-202161225-10 Jaggaer  
SOCSV-201738950-10 Alfresco  
**Contractor Name:** U.S. MOTELS DENVER NORTH, INC.

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

**Contract Control Number:**

HOST-202161225-10 Jaggaer  
SOCSV-201738950-10 Alfresco

**Contractor Name:**

U.S. MOTELS DENVER NORTH, INC.

DocuSigned by:  
By: BRUCE RAHMAN  
417863AA87DD45D...

Name: BRUCE RAHMANI  
(please print)

Title: Member Manager  
(please print)

ATTEST: [if required]

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

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

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



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**I. Purpose of Agreement**

The purpose of the contract is to establish an agreement and Scope of Work between Department of Housing Stability (HOST) and U.S. Motels Denver North, Inc. to provide units for short-term shelter for individuals and families when the City's emergency shelter beds are full through the established voucher program. The award amount added is \$1,025,000.00.

<b>Funding Source:</b>	<b>Homelessness Resolution 2B/General Fund</b>
<b>Project Name:</b>	<b>Motel Voucher Program</b>
<b>Contractor Address:</b>	<b>10 E. 120th Avenue Northglenn, CO 80233</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

**II. Services**

- A.** Individuals and families with children will be provided with safe accommodations at the Super 8 Motel location at 5888 North Broadway, Denver, Colorado, and as an overflow capacity option, at the Comfort Inn location at 401 E 58th Ave, Denver, Colorado. Families are defined as at least one adult with a minor child in their legal custody.
1. Facility will be clean and free of drugs, violence, and illegal activities.
  2. Guest rooms shall have basic and adequate furnishings, such as a bed, chair, table, lamp, clean pillows, blankets, sheets, towels, washcloths, toilet paper, facial tissue, soap, and private window coverings.
  3. Complimentary breakfast.
  4. Each room will have a private shower or bathing facilities complete with hot and cold running water. Bathroom toilets will flush.
  5. Facilities will be clean and will have no infestations of vermin or insects. The facility will provide regular pest prevention.
  6. Each guest room will have a functional telephone.
  7. Heating and cooling systems will be fully operational.
  8. The contracted room rate will include electrical and water, including washers and dryers (or access to laundry services) for guests.
  9. Room doors and windows will be intact and have functional locks. Upper floor stairways, windows and doors will have appropriate safety features for the protection of young children.
  10. Guest rooms and common areas will be cleaned no less than once every other day. This includes; trash removal, vacuuming of carpets, cleaning hard surfaces, sanitizing, and cleaning bathrooms and replacement of all used sheets and towels with clean sets.
  11. Facilities must be up to code on all health and safety issues.
- B.** Any damages to the facility and/or surrounding property must be addressed in a timely manner.



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- C. Random checks of any unoccupied rooms and public areas by HOST staff will be permitted with or without notice.
- D. U.S. Motels Denver North, Inc. must notify HOST of any legal citations and/or building closures and changes that would affect room availability within 72 hours.
- E. U.S. Motels Denver North, Inc. will participate in quarterly meetings with HOST and community partners. All parties are to collaborate in a productive manner to ensure workflow and processes are in place and agreed upon.

**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.

**B. The City will:**

- 1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

**II. 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.

**IV. Process and Outcome Measures**

**A. Process Measures**

- 1. Contractor will provide a safe and clean facility for clientele that is free of drugs, violence, and illegal activities.



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2. Contractor will comply with all health and safety measures to include repairs, sanitation, and inspections to include any and all applicable laws.
3. Contractor facility will meet all Americans with Disabilities Act (ADA) guidelines and State and City rules and regulations. Certified service animals shall be allowed to accompany their disabled owner.
4. Random checks of any unoccupied rooms and public areas by HOST staff will be permitted with or without notice.

**B. Outcome Measures**

1. HOST will receive fewer than 2 complaints per month.
2. Certificate of occupancy and compliance with ADA requirements must be valid 100% of the time.
3. Contractor will ensure timely correction of any issues HOST finds in the random room checks of vacant rooms and public areas.

**V. Performance Management and Reporting**

**A. Performance Management**

Monitoring will be performed by the program area and other designated City staff throughout the term of the agreement. Contractor may be reviewed for:

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 Monitoring:** Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will provide performance monitoring and reporting reviews. City staff will manage any performance issues and will develop interventions to resolve concerns.
3. **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.
4. **Financial Monitoring:** Will ensure that contracts are allocated and expended in accordance with the terms of the agreement. Contractor is required to provide all invoicing documents for the satisfaction of the HOST Financial Services Team. HOST will review the quality of the submitted invoice monthly.

**B. Reporting**

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



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<b>Report</b>	<b>Description</b>	<b>Frequency</b>	<b>Reports to be sent to</b>
Contract Summary Report	Report shall demonstrate all functions performed, and how services provided met the overall goals of this agreement. Other data will include total budget per line item, amount spent, and an explanation as to unspent funds, etc.	Within 30 days after Term End Date of this contract agreement	Program Officer
Reporting of all customer concerns and problems.	Ability to work with county staff and clientele on a face-to-face basis and contact HOST as appropriate on any concerns or problems within 24 hours.	As needed	Program Officer
Contact HOST if operations are impacted due to fires, major damage, etc.	Notify HOST contact person in the event of issues regarding the operation of the facility.	As Needed	HOST Designated Point-of- Contact

## **IX FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for 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.



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5. Invoices shall be submitted to HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) 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. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. 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 of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
4. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. 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.



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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



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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 register 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.



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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. 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.



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7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
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 (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

**H. Audit Requirements**

1. For Federal Agreements subject to OMB Circular a-133, 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 the Single Audit Act Amendments and the OMB Omni Circular. 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 the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 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.



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**I. 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, in order to make audits, examinations, excerpts, and transcripts.

**J. 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.

**K. 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.



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**XII. Budget**

<b>Contractor:</b>	<b>U.S. Motels Denver North, Inc.</b>	
<b>Contract Number:</b>	<b>HOST 202161225-10 Jaggaer (Parent SOCSV 201738950-10)</b>	
<b>Program Name:</b>	<b>Motel Voucher Program</b>	
<b>2022 NIGHTLY RATE</b>		
<b>Type</b>	<b>Rate</b>	
<b>Rate per room for Individuals</b>	<b>\$129.00 per night</b>	
<b>Rate per room for Families</b>	<b>\$129.00 per night</b>	
<b>Total Budget</b>	<b>\$1,025,000.00</b>	