

AMENDATORY AGREEMENT

This **AMENDATORY AGREEMENT** is made and entered by and 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 7th 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 and an Amendatory Agreement dated June 26, 2023 (the “Agreement”) to provide a safe parking program for persons experiencing homelessness.

B. The Parties wish to amend the Agreement to amend the Term, reduce 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 and A-1...” in the existing Agreement shall be amended to read: “...Exhibit A, A-1 and A-2...” as applicable. **Exhibit A-2** 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 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, 2024 (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 three hundred and fifty thousand dollars (\$350,000.00) (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 Exhibits **A, A-1 and A-2**. Any services performed beyond those in

Exhibits **A, A-1 and A-2** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement."

4. Section 41 of the Agreement entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", is hereby being added to the Agreement to read as follows:

"**41. COMPLIANCE WITH DENVER WAGE LAWS**: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein."

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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[SIGNATURE PAGES FOLLOW]

Contract Control Number: HOST-202473174-02-02/HOST-202263356-02
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:

By:

Contract Control Number:
Contractor Name:

HOST-202473174-02-HOST-202263356-02
COLORADO SAFE PARKING INITIATIVE

By:  _____
2CCAE63DA93D4C5...

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-202473174-02

I. INTRODUCTION

Period of Performance Start and End Dates: 6/1/2022- 12/31/2024

Project Description:

The purpose of this contract agreement is to amend a Department of Housing Stability (HOST) contract to reduce funding by \$400,000.00 for a new total contract amount of \$350,000.00 for the Colorado Safe Parking Initiative (CSPI) to provide a safe parking program for persons experiencing homelessness. The contractor will provide two safe parking sites with 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

Funding Source:	American Rescue Plan Act
Project Name:	Colorado Safe Parking Initiative
Budget Type:	Cost Reimbursement
Activity Name:	Safe Parking
Federal Award ID (FAIN) #:	SLFRP4316
Federal Award Date:	April 14, 2022
Federal Awarding Agency:	US Department of Treasury.
Pass-Through Entity:	City and County of Denver
Awarding Official:	N/A
Unique Entity Identifier:	SJ8UWSEKPSC8
Catalog of Federal Domestic Assistance (CFDA#):	21.027
Contractor Address:	1114 W 7th Ave, Ste 215, Denver, CO 80204 USA
Organization Type:	Non-Profit

II. SERVICES DESCRIPTION

A. List of Services to be provided by contractor

1. The contractor will provide two safe parking sites 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.
 - 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.

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. 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 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.

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

American Rescue Plan Act Funds	6/1/22-5/31/2023	6/1/23-12/31/24
	\$150,000.00	\$200,000.00
Total Contract Amount	\$350,000.00	

VI. OBJECTIVE AND OUTCOMES

Outputs: The direct results of program activities that may include types, levels and targets of services to be delivered by the program. They	Benchmark	Outcomes: The intended accomplishments of the program	Benchmark
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are indicators of how effective you were in implementing your program			
Number of households (HH) to be served	6/1/22 - 05/31/23: 28 unique HH 6/1/23 - 12/31/23: 28 unique HH 1/1/24 - 12/31/24: 45 unique HH		
Number of households served within the reporting period and contract period to date.	See above	Number and percentage of all households who exit to a stable or permanent housing solution	30%
Number of households served who stay overnight each night	Report in HMIS		
<p>Assumptions: Unless otherwise indicated, data will be pulled from Homeless Management Information System (HMIS).</p> <p>Data Quality: Each reporting period an HMIS Data Quality Report must be uploaded to Salesforce with quarterly reporting. Data quality must be in alignment with expectations outlined by MDHI.</p>			

VII. 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.
- 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 content information on program success, challenges, and funding leverage during the reporting period.

Report Type	Due Date
Quarterly Report for Jan 1 – March 31	April 15
Quarterly Report for April 1 – June 30	July 15
6-month Match report for Jan 1 – June 30	July 31
Quarterly Report for July 1 – Sept 30	Oct 15
Quarterly Report for Oct 1 – Dec 31	Jan 15
Annual Match Report for Jun 1 – Dec 31	Jan 30

- C. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS 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:
 - 6/1/22 - 05/31/23: 28 unique HH
 - 6/1/23 - 12/31/23: 28 unique HH
 - 1/1/24 - 12/31/24: 45 unique HH
 - 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.
 - 3. 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.
 - 4. Financial Data
 - a. Funding sources and amount included
 - b. Total Contract spend to date, by budget category
 - 5. Specific to this Scope of Work {Insert additional/ delete items as needed}

- 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. ADD IN (s) SPECIFIC TO SCOPE OF WORK FOR PROGRAM REQUIREMENTS

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 HMIS¹.

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 Procedures², and the COHMIS Security, Privacy and Data Quality Plan³.

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.⁴

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.

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 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.
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. 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. Invoicing Requirements

1. 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 15th 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.

C. 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.

D. 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
 - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
 - b. 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 is 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.

E. 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 HOST and reflected in the contract budget.

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.

F. 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 INVOICE 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).

G. 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.
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.

H. 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.

I. 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.

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. 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 Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.
4. 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.

L. 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 supplies, or other property that costs more than ten thousand dollars (\$10,000) 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.

M. 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.

N. 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.

O. 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.

P. 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.

X. Budget

Contract Program Budget Summary							
Contractor Name:		Colorado Safe Parking Initiative	City Contract #:		HOST 202473174		
Project :		Safe Parking					
Contract Term:		From: 6/1/2022	To:		12/31/2024		
Program/Fiscal Year:		2024					
Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act HOST Funding 6/1/23-12/31/24 (19 Months)	Total Costs requested from HOST	Other Federal Funding	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	Amount	%	
Executive Director (Full-Time Salary)	\$50,033	\$ 19,730.41	\$19,730	\$8,000.00	\$19,730	39.43%	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	\$ 17,882.96	\$17,883	\$5,100.00	\$17,883	44.52%	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	\$ 19,294.60	\$19,295	\$1,800.00	\$19,295	40.25%	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	\$ 87,947.01	\$87,947	\$22,500.00	\$87,947	38.02%	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 6/1/23-12/31/24 (19 Months)	Total Costs requested from HOST	Other Federal Funding	Agency Total		Budget Narrative
HOST/Lot Operator (Part-Time Hourly)	\$47,900	\$ 41,342.85	\$41,343	\$10,950.00	\$41,342.85	86.31%	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.
Total Salary:	\$417,368	\$ 186,197.83	\$186,198	\$48,350.00	\$186,198	44.61%	
Fringe Benefits	\$83,207	\$ 54,598.90	\$54,599	\$10,680.00	\$54,599	65.62%	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 Benefits.
Total Salary and Fringe Benefits:	\$500,575	\$240,797	\$240,797	\$59,030.00	\$240,797	48.10%	
Other Direct Costs	Total	Amount	Subtotal	Amount	Amount	%	
Program Expenses & Supplies	\$62,190	\$12,321.63	\$12,322	\$18,740.00	\$12,322	19.81%	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	\$ 64,464.19	\$64,464	\$38,180.00	\$64,464	27.59%	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	\$ 135.00	\$135	\$400.00	\$135	10.38%	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	\$ 594.75	\$595	\$251.00	\$595	80.86%	Public transit and mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS guidelines regarding travel.
Total Other Direct Costs	297,896	\$ 77,515.57	\$77,516	\$57,571.00	\$77,516	26.02%	
Total Salaries, Fringe and Other Direct Costs	\$ 798,470.50	\$318,312	\$318,312.30	\$116,601.00	318,312	39.87%	
Indirect Costs							
Indirect Costs	\$79,844	\$31,688	\$31,688	\$11,661.00	\$31,688	39.69%	Indirect calculated 10 % of Salaries, Fringe and Other Direct Costs
Total Project Cost (Direct + Indirect)	878,315	350,000	\$350,000	\$128,262.00	\$350,000	39.85%	

Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act HOST Funding 6/1/23-12/31/24 (19 Months)	Total Costs requested from HOST	Other Federal Funding	Agency Total		Budget Narrative
Grand Total	878,315	350,000	\$350,000	\$128,262.00	\$350,000	39.85%	