

## THIRD AMENDATORY AGREEMENT

**THIS THIRD AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **THE SALVATION ARMY**, a California nonprofit corporation registered to do business in Colorado whose address is 30840 Hawthorne Blvd, Rancho Palos Verdes, CA 90275 (the “Contractor”), individually a “Party” and jointly the “Parties.”

### WITNESSETH:

**WHEREAS**, the Parties entered into an Agreement dated August 19, 2021 an Amendatory Agreement dated March 30, 2022 and a Second Amendatory Agreement dated October 19, 2023 (the “Agreement”) to provide funds to be utilized for the Lambuth Shelter Programs/Operations and Emergency Transitional Housing services to temporarily house homeless families while connecting them to a permanent housing resource; and

**WHEREAS**, the Parties now 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 “...Exhibits A, A-1 and A-2...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2 and A-3...” as applicable. **Exhibit A-3** the Scope of Work is attached and will control from and after the date of execution.

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

“**3. TERM**: This Agreement will commence on July 1, 2021 and will expire, unless sooner terminated, on December 31, 2025 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

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

“**4.4. Maximum Contract Amount**

**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed One Million Six Hundred Twenty-Seven Thousand Four Hundred Eighty-Eight Dollars (\$1,627,488.00) (the “Maximum Contract Amount”). The City is not

obligated to execute an agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A, A-1 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. A new section 48 entitled "**COMPLIANCE WITH DENVER WAGE LAWS**", is hereby being added to the Agreement to read as follows:

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

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**Contract Control Number:** HOST-202476839-03, HOST-202159317  
**Contractor Name:** THE SALVATION ARMY

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:

\_\_\_\_\_

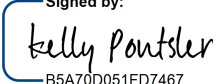
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By:

\_\_\_\_\_

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

HOST-202476839-03, HOST-202159317  
THE SALVATION ARMY

By:  Signed by:  
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Name:           Kelly Pontsler            
(please print)

Title:           Treasurer            
(please print)

ATTEST: [if required]

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

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

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

## SCOPE OF WORK

### DEPARTMENT OF HOUSING STABILITY

#### The Salvation Army

#### HOST-202476839

### I. INTRODUCTION

Period of Performance Start and End Dates: July 1, 2021 to December 31, 2025

**Project Description:**

This agreement is entered between the Department of Housing Stability (HOST) and The Salvation Army (TSA) to provide emergency shelter at the Lambuth Emergency MDC Shelter to families experiencing literal homelessness while connecting them to a permanent housing resource. The FY 2025 award amount for this contract is \$394,371.00.

Funding Source:	Homelessness Resolution Fund
Project Name:	Lambuth Family Shelter Rooms and Operations
Budget Type:	<b>Focused Cost Reimbursement</b>
Contractor Address:	30840 Hawthorne Blvd. Rancho Palos Verdes, CA 90275
Organization Type:	Non-Profit

### II. SERVICES DESCRIPTION

- A. TSA will be responsible for adhering to the 2025 Shelter Standards Document to be provided prior to the commencement of the contract.
- B. The Lambuth Family Center is an emergency shelter for families experiencing literal homelessness in the Denver area. Rehousing services will be provided to families participating in the Lambuth Family Center. Included in rehousing services are the following:
  - a. Housing focused case-management with other supportive programming activities.
    - i. Case Managers will utilize the Housing First model.
    - ii. Barriers will be assessed to address needs in obtaining and maintaining housing.
    - iii. Services will be provided with a trauma informed, harm reduction and client centered approach.
    - iv. Case Managers will utilize the Coordinated Entry Assessment with families for community referrals for rapid rehousing and/or permanent supportive housing.
    - v. Benefits acquisition and connection to mainstream resources.

- vi. Case planning.
  - vii. Crisis management and conflict resolution.
  - viii. Assistance with obtaining vital documents.
  - ix. Case Conferencing
  - x. Housing navigation
  - xi. Transportation assistance.
- C. The Lambuth Family Center will provide 24-hour shelter operations to approximately 20 families at a time offering shelter and other necessities. Included in the shelter operations for families are the following:
- a. Three (3) meals per day.
  - b. On-site laundry facilities.
  - c. New linens to new families arriving to site.
- D. The Lambuth Emergency Shelter will provide emergency shelter and MDC housing focused case management to assist families experiencing homelessness with accomplishing their goals, including securing financial stability, and obtaining long term housing.
- a. Always allocate and maintain ten (10) rooms for families transitioning from homelessness to self-sufficiency. Each family staying at the Salvation Army shelter will have a room and private bathroom, be offered three meals per day and access to hygiene items, diapers, linens school supplies, clothing, and access to laundry facilities.
  - b. Provide weekly individualized housing focused case management which may include life skills classes, money management and parenting supervision and training.
  - c. Provide access to an Enrichment Program which may include one-on-one tutoring for children ages 4 and up, educational assessments and tutoring for adults, GED preparation, educational advocacy for students within the school system, job readiness classes, financial classes for teens and adults and other classes up to five times a week.
  - d. Contact HOST Program Manager if units are vacant for 5 days or longer.
  - e. Ensure all safety requirements such as visible fire extinguishers and functioning fire alarms are monitored and checked monthly.
  - f. Abide by all applicable laws, regulations, and any other government requirements.
  - g. Referrals for this program will come through the centralized family shelter access point, as well as direct entry, in accordance with HOST guidelines.
- E. Meals – TSA will ensure all meals are prepared in accordance with ServeSafe guidelines and all Public Health requirements for food safety.

### **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 as outlined in HOST's 2025 Shelter Standards.
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](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.
  - c. Additional training and reporting requirements will be published in the 2025 Shelter Standards document.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
  4. Ensure completion of requisite training as outlined by HOST 2025 Shelter Standards document.
  5. Obtain consumer feedback at least quarterly to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in 2025 Shelter Standards documents.
  6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.
  7. [SHELTER ONLY] Complete a security assessment and provide a security plan for each shelter site that must be reviewed and approved by HOST within the first 90 days of this contract and annually or as updates are made thereafter. Security plan requirements will be detailed in HOST 2025 Shelter Standards document.

B. The City will:

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both Spanish and English.
2. Provide access to the HOST 2025 Shelter Program Standards document and HOST will communicate any changes or updates made to the document.

**IV. EQUITY ACCESS AND OUTCOMES**

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential

disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.



## V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Staff (30-1), including managers 10-20 beds/units in shelter Support Services Homeless Management Information System (HMIS) use Staff training Program Policies HOST funding	<ul style="list-style-type: none"> <li>Family Shelter</li> <li>Bed &amp; bedding</li> <li>Shower access</li> <li>Laundry</li> <li>Hygiene supplies</li> <li>Meals</li> <li>Resource Navigation</li> <li>Reunification</li> <li>Vital document acquisition</li> <li>Relationship building</li> <li>OneHome Access</li> <li>Housing Search</li> <li>Referrals to health-related services</li> <li>Weekly Case Management meeting</li> <li>Enrollments, annual assessments, case management notes, and exit assessments.</li> <li>HOST required trainings.</li> <li>Participant feedback</li> </ul>	Households served annually	55	Unsheltered families are provided a safe shelter	100%	Address Unsheltered Homelessness Complete shelter system transformation toward rehousing Improve homelessness resolution system for families
		HH engaged in housing-focused case management	90%	Exits to permanent or stable housing and institutions excluding deaths and unknown exits	50%	
		Households receiving assistance with increasing income through benefits acquisition and/or employment	70%	Households that have an increase in income through benefit acquisition or employment	70%	
		Households receiving assistance to obtain/maintain vital documents	50%	Households that obtain/maintain vital documents	80%	
		Households without OneHome assessments offered housing assessments	90%	Households that receive housing assessments	75%	
		Households offered the opportunity to provide feedback	100%	Households that complete survey report being	70%	

		on services received		satisfied with the services received		
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Assumptions: Unless otherwise indicated, data will be pulled from the Homeless Management Information System (HMIS). Contractor will upload a HMIS Data Quality report in Salesforce with each quarterly report. Data quality must be in alignment with expectations and standards outlined by COHMIS (<https://cohmis.zendesk.com/hc/en-us>). All Metrics will be reviewed quarterly and annually.

**VI. 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 15<sup>th</sup> day of the month following each reporting period. Each narrative report will contain information on program success, challenges, and funding leverage during the reporting period.

<b>Quarterly Report</b>	<b><u>Q1</u></b>	<b><u>Q2</u></b>	<b><u>Q3</u></b>	<b><u>Q4</u></b>
<b>Due Date</b>	<b>April 15th</b>	<b>July 15th</b>	<b>October 15th</b>	<b>January 15th</b>

- 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:

Households proposed to be served over the FY 2025 term – 55

- ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.  
The measures and benchmarks specified in the objectives and outcomes section.

- 2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
- 3. Financial Data
  - a. Funding sources and amount included.
  - b. Total Contract spend to date, by budget category.
- 4. HMIS Data Quality reports (Required for all program reporting in HMIS - Homelessness resolution programs only): Data quality reports are a tool to assist with tracking data quality progress for client data entered into HMIS.
  - a. Data quality standards: The [COHMIS Data Quality Standards](#) determine expected data quality standards by project type. Timeliness is the primary data quality component assessed at HOST to support policies around voluntary client reporting. Table A below summarizes minimum data quality timeliness standards for each project.

<b>Table A</b>		
<b>HMIS Data Entry Time Frame</b>		
<b>Program Type</b>	<b>Minimum Data Elements</b>	<b>Time Frame for Entry</b>
Emergency Shelters	Housing Check-In/Check Out, Services	Same Day
Transitional Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Permanent Supportive Housing Programs	Program Entry/Exit, Services	7 Calendar Days
Rapid Re-Housing Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established

Homelessness Prevention Programs	Program Entry/Exit, Services	7 Calendar Days After Enrollment/Eligibility is Established
Outreach Programs	Services	2 Working Days

**VII. ADD-INS**

**VIII. FINANCIAL ADMINISTRATION**

**A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver’s Department of Finance.
2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget.
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST’s preferred invoice template, if requested, HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a “Net 30” payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. 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>

**B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.

3. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
4. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

#### **C. Payroll**

1. A payroll register or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

#### **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST will not reimburse payments for unused leave when an employee separates from employment.

#### **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
  - a. Vendor Name
  - b. Amount
  - c. Purpose
  - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
  - e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of

checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

#### **F. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.
2. Budget Modifications may be required for changes related to increase or decrease of individual budget line items within an approved budget, to add budget line items, or to make changes to a budget narrative. A budget modification can adjust the award amount available for purposes outlined within the executed contract but cannot increase or decrease the total contract amount or assign resources to a purpose not already included in the original contract agreement.
3. Budget modifications will require submittal of written justification and new budget documents by the Contractor. These budget documents will require approval by HOST program, contracting and financial staff.
4. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST after the 30 days the contract agreement start date and before the last Quarter of the fiscal period, unless waived in writing by the HOST Deputy Director or their designee.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

#### **G. Contract Amendments**

1. All contract modifications that increase or decrease award amount, alter the contract term date and/or change the scope of work will require an amendment to this Agreement executed in the same manner as the original Agreement.

#### **H. Financial Management Systems**

**The Contractor must maintain financial systems that meet the following standards:**

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.

3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.
10. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **I. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than 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.

#### **J. Monitoring Requirements**



1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

**K. Records Retention**

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

**L. Contract Close-Out**

1. All Contractors are responsible for submitting a final invoice marked “Final Invoice” and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, “unilaterally close” means that no additional money may be expended against the contract.

**M. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
  - a. makes an administrative offset against other requests for reimbursements.
  - b. withholds advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

**IX. FUNDS WILL BE USED TO**

- A.** These funds will be utilized for TSA Lambuth programs, operations, and transitional housing to temporarily house families experiencing homelessness while connect them to a permanent housing resource.

Contract	Amount
Base	\$50,000
1 <sup>st</sup> Amendment	\$788,744
2 <sup>nd</sup> Amendment	\$394,372
3 <sup>rd</sup> Amendment	\$394,372

**X. Budget**

Contract Program Budget Summary						
<b>Contractor Name:</b>		The Salvation Army				
<b>Project :</b>		Lambuth Emergency Shelter	<b>City Contract #:</b>		HOST 202476839	
<b>Budget Term:</b>		1/1/2025 - 12/31/2025				
<b>Program/Fiscal Year:</b>		2025				
Budget Category	Homelessness Resolution Funding	Name of Secondary funding source HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	Amount	HOST Total	Amount	%	
Program Manager	\$16,995.00		\$16,995	\$16,995.00	100.00%	Full time salary/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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Oversees and directs operations of the shelter. Provides HR management, policy enforcement, ensures program operates in accordance to funding guidelines, provides staff supervision.
Custodian	\$14,958.00		\$14,958	\$14,958.00	100.00%	Full-time Salary/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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Provides cleaning and facility maintenance services. Prepares units for new families.
Program Assistant	\$8,320.00		\$8,320	\$8,320.00	100.00%	Full-time Salary/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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Works directly with clients to ensure a safe environment, provides after hours staffing coverage.
Office Manager	\$12,266.00		\$12,266	\$12,266.00	100.00%	Full-time Salary/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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. coordinates contracted facility repair, manages facility certifications, orders facility supplies, processes HR items and invoices.
<b>Total Salary:</b>	<b>\$52,539</b>	<b>\$0</b>	<b>\$52,539</b>	<b>\$52,539</b>	100.00%	
<b>Fringe Benefits</b>	<b>\$11,038</b>	<b>\$0</b>	<b>\$11,038</b>	\$0	#DIV/0!	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 refer to the scope of work section Financial Administration-Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$63,577</b>	<b>\$0</b>	<b>\$63,577</b>	<b>\$52,539</b>	121.01%	

Budget Category	Homelessness Resolution Funding	Name of Secondary funding source HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
	Amount	Amount	Subtotal	Amount	%	
Other Direct Costs						
Program Expenses, Supplies and Equipment	\$17,332	\$0	\$17,332	\$17,332	100.00%	Program/Project-related supplies not given directly to a client and/or directly related to program function. This includes: youth education, laundry supplies, linens, blankets, towels, hygiene items, facility maintenance and repairs, cleaning supplies
Client Support	\$6,047	\$0	\$6,047	\$6,047	100.00%	Items given directly to clients may include transportation (shared ride services and public transportation) clothing, phones, cell phones and data plans, background checks, educational expenses, work clothing etc.
Shelter Units	\$294,372	\$0	\$294,372	\$294,372	100.00%	Contractor will charge a monthly flat rate \$24,531 for 10 units whether they are occupied or unoccupied.
			\$0			
<b>Total Other Direct Costs</b>	<b>\$317,751</b>	<b>\$0</b>	<b>\$317,751</b>	<b>\$317,751</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 381,328.00</b>	<b>\$ -</b>	<b>\$ 381,328.00</b>	<b>370,290</b>	<b>102.98%</b>	
<b>Indirect Costs</b>						
Indirect Costs	\$13,044.00	\$0.00	\$13,044	\$13,044	100.00%	Indirects calculated at 15% of Total Salaries, Fringe and Other Direct Costs less shelter units
<b>Grand Total</b>	<b>394,372.00</b>	<b>0.00</b>	<b>394,372.00</b>	<b>383,334.00</b>	<b>102.88%</b>	