

REVIVAL AND FOURTH AMENDATORY AGREEMENT

THIS REVIVAL AND THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **COLORADO VILLAGE COLLABORATIVE**, a Colorado nonprofit corporation whose address is 1530 W. 13th Ave, Denver, CO 80204 (the “Contractor”), collectively the “Parties” and each individually a “Party.”

RECITALS:

A. The Parties entered into an Agreement dated February 19, 2021, an Amendatory Agreement dated July 8, 2021, a Second Amendatory Agreement dated February 9, 2022 and a Third Amendatory Agreement dated March 8, 2023 (collectively, the “Agreement”) for the City to provide funding for Safe Outdoor Spaces to prevent the spread of COVID-19 among people experiencing unsheltered homelessness by providing safe space to socially distance, access to hygiene facilities, and supportive staffing ; and

B. The Agreement expired on by its terms on December 31, 2024, 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 and A-3” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2, A-3 and A-4...” as applicable. **Exhibit A-4 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**: The Agreement will commence on January 1, 2021, and will expire, unless sooner terminated, on March 31, 2025 (the “Term”).”

3. A new section 42 entitled “**COMPLIANCE WITH DENVER WAGE LAWS**”, is hereby being added to the Agreement to read as follows:

“**42. 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."

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

5. This Revival and Fourth 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-202477563-04, HOST-202157407
Contractor Name: COLORADO VILLAGE COLLABORATIVE

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

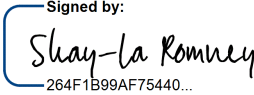
By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202477563-04, HOST-202157407
COLORADO VILLAGE COLLABORATIVE

By:  Signed by:
264F1B99AF75440...

Name: Shay-La Romney
(please print)

Title: Interim CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Colorado Village Collaborative

HOST-202477474

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2021 to March 31, 2025

Project Description:

This agreement is entered between the Department of Housing Stability (HOST) and the Colorado Village Collaborative (CVC) for the purpose of Safe Outdoor Space, to prevent the spread of COVID-19 among people experiencing unsheltered homelessness by providing safe space to socially distance, access to hygiene facilities, and supportive staffing. The 2025 award amount for this contract is \$0.00 for a total contract amount of \$12,324,569.00.

This subaward is not for Research and Development. [Contractor] is identified as a subrecipient for the purposes of this agreement and is therefore subject to all terms, conditions and regulatory requirement required of federal funding subrecipients per 2 CFR Part 200, as well as specific rules and regulations for shelter program.

| | |
|--|---|
| Funding Source: | American Rescue Plan Act (ARPA) |
| Project Name: | Safe Outdoor Space |
| Budget Type: | Cost Reimbursement |
| Federal Award ID (FAIN) #: | SLFRP4316 |
| Federal Award Date: | 6/22/2021 |
| Federal Awarding Agency: | U.S Department of Treasury |
| Pass-Through Entity: | City and County of Denver |
| Awarding Official: | Not Applicable |
| Unique Entity Identifier: | HJTSVFKLDLC5 |
| SAM.gov Expiration Date: | June 7, 2025 |
| Catalog of Federal Domestic Assistance (CFDA#): | |
| Contractor Address:(Include Zip+4) | 1530 W 13th Avenue, Denver CO 80204 |
| Organization Type: | Non-Profit |

II. SERVICES DESCRIPTION

A. CVC and subcontractors will oversee and maintain safe outdoor spaces for people experiencing unsheltered homelessness. The infrastructure, amenities, and services at these sites include:

1. Staffing - Minimum two staff members on site 24/7 with training in food safety, DDPHE COVID protocols, conflict de-escalation and mediation, and trauma informed care.
2. Basic amenities - including food (at least one hot meal per day), water, limited access to electricity, and a private tent or pallet shelter that includes a cot, sleeping bag, and storage bin.
3. Hygiene facilities - including toilets (1:10 resident ratio), hand washing stations (1:15 resident ratio), access to shower and laundry facilities.
4. Communal facilities - including a heat/shade tent for guests, designated smoking area, and a secure single point of entry.
5. Operations facilities - including a storage container for supplies and tent space for supportive staff and site management.
6. Access to supportive services - including case management, referrals to partner agencies to additional services, group therapy services, and mental health and tele-health services with an emphasis on trauma-informed and harm reduction practices.
7. Safety and security - including addressing non-compliant or disruptive guest behaviors, monitoring access to the SOS sites, and ensuring that all urgent safety issues are handled appropriately.
8. Mitigation of Community Impacts - establish and uphold a Good Neighbor Agreement with neighborhood stakeholders. If needed, provide an official 24/7 point of contact for emergent issues or concerns regarding program operations. City and County of Denver shall be notified within 24 hours of any grievances submitted through this process.

B. CVC and subcontractors will implement appropriate COVID-19 protocols, as advised by City public health guidance, to limit the spread of the virus in SOS sites through such activities and regulations as:

1. Daily health screenings to monitor guests for symptoms of COVID-19
2. Implementing Activated Respite protocols for guests as appropriate
3. Social distancing rules and design in common spaces
4. Face mask rules for common spaces
5. Regular cleaning and disinfection of common spaces and areas

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.
 4. Ensure completion of requisite training as outlined by HOST Program Standards document.
 5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information 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 Program 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. 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 Program 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 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

A. Household Characteristics

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

B. Data quality

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

C. Safe Outdoor Spaces Operations and Programs

1. This is a new and innovative program, for which standardized benchmarks, process and outcomes measures are not established. Therefore, the contractor will measure the following to baseline future performance expectations and a deeper understanding of the program model
2. Measure: Shelter capacity
 - a. Capacity will be communicated to HOST at the start of the contract term, and Contractor will notify HOST of any changes to capacity that occur during the contract term.
3. Measure: Number of households served in daytime services each day
 - a. Source: HMIS
4. Measure: Number of households served who stay overnight each night
 - a. Source: HMIS
5. Measure: Average days households use daytime services within reporting period
 - a. Source: HMIS
6. Measure: Average nights households use overnight shelter within reporting period
 - a. Source: HMIS
7. Measure: Number and percentage of households served who are referred to partner agencies for individualized case management and other services (e.g., DSOC, HRAC, CVC Wellness, SSHC, etc.)
 - a. Source: HMIS
8. Measure: Number and percentage of all households by destination at exit overall and for households referred to DSOC
 - a. Source: HMIS

9. Measure: Number and percentage of households who exit the program due to non-compliance
 - a. Source: HMIS

D. Program Narrative Reports

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

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 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 July1 – Sept 30 | Oct15 |
| Quarterly Report for Oct1 – 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:

Households proposed to be served over the contract term – XX

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.

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

a. Crisis and emergency situations include but are not limited to:

- i. Death
- ii. Serious Injury
- iii. Fire
- iv. Major assault/violence against person
- v. Major property damage on/off site
- vi. Any incident involving unaccompanied minors accessing the site.
- vii. Any incident involving mandated reporting of abuse or neglect (minors, disabled, older adults, etc.)

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

A. The Federal Funding Accountability and Transparency Act (FFATA)

requirements include that all subrecipient entities report to HOST if they received:

1. 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and
3. had gross income, from all sources, of \$300,000 or more; and
4. the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).
 - a. The subrecipient will forward the names and amounts of the five most highly compensated officers and/or executives to their designated Contract Administrator.

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 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. No more than four (4) vouchers 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 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. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
3. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” in the “OMB Omni Circular” applicable to the organization incurring the cost will be reimbursed.
4. 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).
5. 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.
6. 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 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. 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 HOST and reflected in the contract budget.

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 of 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 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. 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.
11. The Contractor will be responsible for all Disallowed Costs.
12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

J. 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.

IX. FUNDS WILL BE USED TO

- A. Description of how funding will be used under this Scope of Work. In description, please identify if Organization received income from operations and if non-personnel costs are being funded.

| Contract | Amount |
|---------------------------|------------------------|
| Base | \$899,569.00 |
| 1 st Amendment | Language change |
| 2 nd Amendment | 3,900,000.00 |
| 3 rd Amendment | \$7,525,000.00 |
| 4 th Amendment | Extension of time only |

X. Budget

| Contract Program Budget Summary | | | | | | |
|---------------------------------|----------------------|--------------------------------|---------------------------------------|--------------|---------|--|
| Contractor Name: | | Colorado Village Collaborative | | | | |
| Project : | | Safe Outdoor Space | City Contract #: HOST 202477474 | | | |
| Budget Term: | | 1/1/2024-3/31/2025 | | | | |
| Program/Fiscal Year: | | 2025 | | | | |
| Budget Category | ARPA HOST Funding | PB Funding (If applicable) | Total Costs requested from HOST | Agency Total | | Budget Narrative |
| Personnel: Job Title | Amount | Amount | HOST Total | Amount | % | |
| SOS Program Director | \$61,000 | | \$61,000 | \$61,000 | 100.00% | [Full-time/ Part-time] salary 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. Description: |
| Senior Manager | \$70,000 | \$0 | \$70,000 | \$70,000 | 100.00% | [Full-time/ Part-time] salary 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. Description: |
| Case Manager | \$0 | \$0 | \$0 | \$0 | #DIV/0! | [Full-time/ Part-time] salary 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. Description: |
| Maintenance Coordinator | \$63,000 | \$0 | \$63,000 | \$63,000 | 100.00% | [Full-time/ Part-time] salary 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. Description: |
| Site Managers (4FTE) | \$165,000 | \$0 | \$165,000 | \$165,000 | 100.00% | [Full-time/ Part-time] salary 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. Description: |
| SOS Coordinators (12 FTE) | \$504,100 | \$0 | \$504,100 | \$504,100 | 100.00% | [Full-time/ Part-time] salary 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. Description: |

| Budget Category | ARPA HOST Funding | PB Funding (If applicable) | Total Costs requested from HOST | Agency Total | | Budget Narrative |
|--|----------------------|-------------------------------|---------------------------------------|--------------------|---------|---|
| SOS Assistants | \$502,272 | \$0 | \$502,272 | \$502,272 | 100.00% | [Full-time/ Part-time] salary 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. Description: |
| Monroe site: | | | | | | |
| Manager | \$15,000 | \$0 | \$15,000 | \$15,000 | 100.00% | [Full-time/ Part-time] salary 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. Description: 1/4 of 1 FTE staff for Q4 |
| Site coordinators | \$57,700 | \$0 | \$57,700 | \$57,700 | 100.00% | [Full-time/ Part-time] salary 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. Description: 1/4 of 1 FTE staff for Q4 |
| SOS Assistants | \$34,364 | \$0 | \$34,364 | \$34,364 | 100.00% | [Full-time/ Part-time] salary 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. Description: 1/4 of 1 FTE staff for Q4 |
| Total Salary: | | | | | | |
| | \$1,472,436 | \$0 | \$1,472,436 | \$1,472,436 | 100.00% | |
| Fringe Benefits | | | | | | |
| | \$313,000 | \$0 | \$313,000 | \$313,000 | 100.00% | Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits. |
| Total Salary and Fringe Benefits: | | | | | | |
| | \$1,785,436 | \$0 | \$1,785,436 | \$1,785,436 | 100.00% | |
| Other Direct Costs | | | | | | |
| | Amount | Amount | Subtotal | Amount | % | |
| Start up costs | \$242,455 | \$0 | \$242,455 | \$242,455 | 100.00% | Includes Tents, Permits, Pallet Shelters, Sleeping Bags, Cots, Security Fencing, Platforms, Storage Containers, Heaters, Heating Blankets, Power Cables, Lighting, Tables/Chairs, Battery Generator, Sewer, Engineering, Architectural, Electricians, Plumber, LHS Startup/Construction Supplies, and including any unforeseen start-up costs |
| Program/Project Supplies | \$75,000 | \$0 | \$75,000 | \$75,000 | 100.00% | PPE, trash, cleaning supplies, laundry supplies, beds, mats, mat covers, sanitizer, storage bags, etc |

| Budget Category | ARPA HOST Funding | PB Funding (If applicable) | Total Costs requested from HOST | Agency Total | | Budget Narrative |
|--|------------------------|-------------------------------|---------------------------------------|--------------------|---------|--|
| | | | | | | |
| Mileage | \$5,000 | \$0 | \$5,000 | \$5,000 | 100.00% | Reimbursement of personal vehicle mileage (not to exceed the standard IRS rate at the time of travel), public transportation and ride share services for work purposes not commuting to/from work. This includes parking and toll costs associated with program-related travel. Parking costs associated with operations at main job site is not allowable. Transportation must be associated with the scope of work. There will be no reimbursements for costs associated with legal infractions (tickets, fines, penalties, etc.). Mileage must be tracked in a mileage log approved by employee's supervisor that is subject to monitoring. |
| Minor Equipment | \$15,000 | \$0 | \$15,000 | \$15,000 | 100.00% | Scanners, cell phones, laptop and printers for the SOS sites |
| Client Support | \$530,000 | \$0 | \$530,000 | \$530,000 | 100.00% | Community member fees related to the mental and physical wellbeing and stable housing costs, including Meals, Gift Cards, Bus Passes, fees for client documents, legal fees, housing fees, storage fees, etc. |
| Facilities Costs - SOS sites | \$779,800 | \$0 | \$779,800 | \$779,800 | 100.00% | Land Rental Fees, Portable Toilets, Hand Washing Stations, Drinking Water, Removal of Gray Water, Sewer, Fencing, Propane, Laundry/Shower, Trash, cleanup of onsite housing, maintenance of LHS, etc. |
| Professional Services | \$144,564 | \$0 | \$144,564 | \$144,564 | 100.00% | Ongoing operations/facilities support |
| | | | | | | |
| PB Funding: | | | | | | |
| Shower Acquisition | \$0 | \$225,000 | \$225,000 | \$225,000 | | |
| Total Other Direct Costs | \$1,791,819 | \$225,000 | \$2,016,819 | \$2,016,819 | 100.00% | |
| Total Salaries, Fringe and Other Direct Costs | \$ 3,577,255.00 | \$225,000 | \$ 3,802,255.00 | 3,802,255 | 100.00% | |
| Indirect Costs | | | | | | |
| Indirect Costs | \$354,545.00 | \$0.00 | \$354,545 | \$354,545 | 100.00% | Indirect calculated 10% of Salaries, Fringe and Other Direct Costs |
| Grand Total | 3,931,800 | 225,000 | \$4,156,800 | \$4,156,800 | 100.00% | |