

## SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **DENVER URBAN RENEWAL AUTHORITY**, a body corporate duly organized and existing as an urban renewal authority under the laws of the State of Colorado, whose address is 1555 California Street, Suite 200, Denver, Colorado 80202 (the “Contractor”), collectively the “Parties” and each individually a “Party.”

### RECITALS:

**A.** The Parties entered into an Agreement on May 25, 2021, as amended by that First Amendatory Agreement dated August 22, 2022, for the City to provide funds to the Contractor to be utilized for the Rental/Homeowner Access & Modification Program (the “Agreement”); and

**B.** The Agreement expired by its terms on December 31, 2022, and rather than enter into a new agreement, the Parties wish 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 forth in this Amendment.

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

1. All references in the Agreement to “Exhibit A and A-1, as applicable” are amended to read “Exhibit A, A-1, and A-2, as applicable.” The scope of work and budget contained in Exhibit A-2 is attached hereto and incorporated herein. Effective as of January 1, 2023, Exhibit A-2 will govern and control the services to be provided from January 1, 2023 until December 31, 2023.

2. Section 2 of the Agreement entitled “**TIME OF PERFORMANCE**” is amended to read as follows:

“**2. TIME OF PERFORMANCE**: This Agreement shall begin on January 1, 2021, and end on December 31, 2023, unless such time is extended by written agreement of the Parties, executed in the same manner as the Agreement. The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Community Development Block Grant (“CDBG”) funds or other CDBG asset, including program income.”

3. Subsection 3.C.(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Seven Hundred Five Thousand Dollars and NO/100 (\$705,000.00) (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A, A-1, and A-2**, as applicable. Any services performed beyond those in **Exhibit A, A-1, and A-2**, as applicable, are performed at Contractor’s risk and without authorization under the Agreement.”

4. Section 25, entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**,” is amended to read as follows:

“**25. INTENTIONALLY OMITTED.**”

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

6. This Amendment will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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

**Contract Control Number:** HOST-202366394-02/HOST-202057135-02  
**Contractor Name:** DENVER URBAN RENEWAL AUTHORITY

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:

\_\_\_\_\_

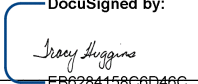
\_\_\_\_\_

By:

\_\_\_\_\_

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

HOST-202366394-02/HOST-202057135-02  
DENVER URBAN RENEWAL AUTHORITY

By:  \_\_\_\_\_  
EB0284158C6D46C...

Name: Tracy Huggins  
(please print)

Title: Executive Director  
(please print)

ATTEST: [if required]

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

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

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

**SCOPE OF WORK****DEPARTMENT OF HOUSING STABILITY****DENVER URBAN RENEWAL AUTHORITY****HOST-202366394-02****I. INTRODUCTION**

**Period of Performance Start and End Dates:** 01/01/2021 – 12/31/2023

**Project Description:**

The purpose of this amendment contract agreement is to provide a Department of Housing Stability (HOST) subaward for an additional \$30,000, bringing the total subaward amount to \$705,000. The total contract amount for 2023 is \$330,839.00.

These funds will be provided to the Denver Urban Renewal Authority (DURA) to be utilized for the Rental/Homeowner Access & Modification Program (RHAMP). This subaward is not for Research and Development.

<b>Funding Source:</b>	<b>CDBG</b>
<b>Project Name:</b>	<b>Housing Access and Modification</b>
<b>Activity Name:</b>	<b>Rental/Homeowner Access &amp; Modification Program (RHAMP)</b>
<b>Federal Award ID (FAIN) #:</b>	<b>B-21-MC-08-0005</b>
<b>Federal Award Date:</b>	<b>07/26/2021</b>
<b>Federal Awarding Agency:</b>	<b>U.S. Department of Housing and Urban Development Office of Community Planning and Development Community Development Block Grant Program</b>
<b>Pass-Through Entity:</b>	<b>City and County of Denver</b>
<b>Awarding Official:</b>	<b>U.S. Department of Housing and Urban Development</b>
<b>Unique Entity ID</b>	<b>X7DRQFDLZWY1</b>
<b>CFDA#:</b>	<b>14.218</b>
<b>SAM.gov Expiration Date:</b>	<b>Jan 5, 2024</b>
<b>Contractor Address:</b>	<b>1555 CALIFORNIA ST STE 200, DENVER, CO 80202 USA</b>
<b>Organization Type:</b>	<b>Other</b>

**CDBG Matrix Code:** 14 A Rehab: Single Family Residential: 14B Rehab: Multi Units Residential  
**CDBG HUD National Objective:** LMH: 24 CFR 570.208(a)(3) An eligible activity carried out for the purpose of providing or improving permanent residential structure which, upon completion, will be occupied by low- and moderate-income households.

**Accomplishment Type:** 10: Housing Units

**Proposed Number of Outcomes:** 90 unduplicated households with incomes at or below 50% AMI

**CDBG Eligible Activity:**  
24 CFR 570.201 (k): Removal of Architectural barriers

**Contractor Relationship: (CDBG Only)**

- Unit of Government  Public Agency  Sub-awardee/Subrecipient  Vendor
- Corporation  Beneficiary  Community Based Development Organization

<b>Council</b>	CW	<b>Neighborhood(s):</b> CW	<b>Census Block(s):</b> (only required for Low Mod Area)	CW
<b>District(s):</b>				

**Project/activity located in a Target Area:**  Yes  No

If yes, indicate type:  Local Target Area  Strategy Area (NRSA)  CDFI  Other

**II. SERVICES DESCRIPTION**

**A. List of Services to be provided by contractor**

1. Description of Activity: To remove architectural barriers for income-qualified persons with disabilities in their owner-occupied and rental units.

**B. Program Requirements and Responsibilities (2 CFR 200.331(a)(2))**

1. Funds will be used to remove architectural/accessibility barriers for income-qualified persons with disabilities in their owner-occupied or rental units; and to fund a portion of the staff salaries to operate the program.

a. The intent of this activity is to provide a minimum of 90 program participants with accessibility improvements to their rental or owner-occupied housing. Each program participant’s income cannot exceed fifty percent (50%) of the area median income as defined by HUD. Program participants or someone in their household must be persons with disabilities who meet the Americans with

Disabilities Act definition of disability. Rental grantees must have an existing 12-month lease with their landlord in order to participate in RHAMP. Additionally, program participants may not be eligible for any other City-funded rehab access program. Participants must be residents of the City and County of Denver and must reside in the housing for which the modification is being made.

- b. RHAMP is designed to make grants up to \$10,000 available to qualified households. Regarding rental units, these grants will only be offered with a waiver from the property owner guaranteeing not to increase the grantee's rent based on the improvements to the units. Improvements may include installation of roll-in bathtubs or showers, grab bars, stair lifts, handrails, ramps, and other accessibility improvements.
- c. All modifications to the landlord's or homeowner's property shall remain with the property when the grantee moves out. If the amount of the rehab exceeds the \$10,000 maximum, a written waiver must be provided to the HOST contract administrator prior to the commencement of construction to approve. A copy of this waiver is to be filed in the HOST project file as well as the original in the DURA client's file.
- d. The responsibilities of DURA for implementation of the program will include:
  - i. Actively market the program and maintain a list of eligible participants;
  - ii. Accept all applications for RHAMP;
  - iii. Determine applicants' eligibility, including disabilities, and approve or deny grants. Verification of disability can be determined through self-identification, knowledgeable professional attestation or social security disability award letter. Both the program applicant and the RHAMP coordinator, who shall be a DURA staff person as determined by DURA, will sign a "Participation Eligibility Determination" form attesting to disability;
  - iv. For rental grantees, collect and file a copy of the applicant's existing lease evidencing an 12-month minimum from the date of lease execution;
  - v. For rental grantees, obtain and file a waiver for modifications signed by the landlord;
  - vi. Encourage contractors to become certified in the Denver Economic Development & Opportunity Division of Small Business Opportunity's Minority-Women Based Enterprises (MWBE) program;
  - vii. Determine modification needs after conducting an onsite assessment and develop comprehensive work specifications;
  - viii. Prepare bid estimates;
  - ix. Using a rotating bid list, request bids from 3 contractors and award the job to the lowest qualified bidder;
  - x. Prepare contractor and client documentation;
  - xi. Monitor modification activity;

- xii. Comply with lead-based paint regulations and ensure that tenants, owners and contractors are aware of their rights, responsibilities and options;
- xiii. Maintain program activity records and produce reports as set forth in this contract;
- xiv. Inspect each renovation once completed with the contractor, the RHAMP coordinator and the HOST contract administrator and sign-off on the job being completed as stated in the description of work;
- xv. Issue payment to the contractor.
- xvi. Ensure that all City permitting, and ADA standards are met;
- xvii. Ensure compliance with all program and federal guidelines; and
- xviii. Review and revise Implementing Guidelines (DURA's Policies and Procedures document) of the program as necessary. Implementation Guidelines shall include the following requirements:
  - 1) Methodology of dispute resolution with any homeowners as a result of the work completed
  - 2) Process for determining if costs are reasonable
  - 3) Conditions for assistance
  - 4) Written contractor selection policy, in accordance with the procurement requirements at 2 CFR 200.318-200.326
  - 5) Written procedure for contract disputes with the contractor

**C. Documentation and file requirements**

- 1. Construction contract or equivalent document, containing:
  - a. either: (i) a list of all of the work to be performed, or (ii) refer to some other document (e.g., a work write-up) that lists all of the work to be performed
  - b. the cost of the work to be performed
  - c. name all of the contractors and/or subcontractors responsible for performing each item of work
  - d. documentation to show that DURA ensured that all contractors and subgrantees that it is doing business with under the grant are not excluded (debarred/suspended)
  - e. written "Notice to Proceed" to the contractor
  - f. local building permit, signed off by building official indicating work completed, if applicable
  - g. documentation of routine progress inspections, if applicable
  - h. inspection date of work is prior to payment date to contractor
  - i. approvals from owner for payments and change orders to contract
  - j. final inspection of work
  - k. Documentation to support compliance with the following federal requirements:
    - i. the Lead Hazards requirements of 24 CFR Part 35
    - ii. if any tenants or owners were required to relocate permanently or temporarily, the applicable relocation requirements [e.g., the Uniform Relocation Act (URA), Section 104(d)]



iii. environmental requirements at 24 CFR Part 58

- 2. If the real property is located within the Special Flood Hazard Area (SFHA), the flood insurance purchase and community participation requirements at Sections 102(a) and 202(a) of the Flood Disaster Protection Act of 1973, as amended, and at 24 CFR 570.605 and 24 CFR 570.509(c)(4)(iv)

**III. EQUITY ACCESS AND OUTCOMES**

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

**IV. FUNDS WILL BE USED TO**

- A. Remove architectural/accessibility barriers for income-qualified persons with disabilities in their owner-occupied or rental units; and to fund a portion of the staff salaries to operate the program.

<b>Outcomes (select one)</b>
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- Enhance Suitable Living Environment
- Create Decent Housing**
- Promote Economic Activity

<b>Outcomes (select one)</b>
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- Availability/Accessibility
- Affordability
- Sustainability**

## **VI. Reporting**

- A.** Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B.** Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the 15<sup>th</sup> day of the month following the end of the reporting period unless otherwise specified.
- C.** The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.
- D.** Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E.** Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. INDICATORS**
  - 1. HOST Required
    - a. Qualitative narrative report on program successes and challenges
    - b. Participant success stories
    - c. Money Leveraged (Funds by source)
    - d. Number of Households served: 90 unduplicated households total (30 per program year)
      - i. Households proposed to be served over contract term:
      - ii. Total households served this report period
      - iii. Unduplicated households served this report period
      - iv. Unduplicated households served contract period to date
    - e. Number of households served who are experiencing homelessness
    - f. Number of households by race and ethnicity of head of household:
    - g. Number of households that include someone age 62 and older
    - h. Number of households that include a person with a disability
    - i. Income Levels of people/family
  - 2. Specific to this Scope of Work

- a. Additional household characteristics:
  - i. Name
  - ii. Address
  - iii. Housing Unit: Age Built
  - iv. Income level
  - v. Race and ethnicity
  - vi. Female head of household
  - vii. Household Type
  - viii. Household includes some age 62 and older
  - ix. Household includes a person with a disability
  - x. Occupant type
  - xi. Date of assistance
  - xii. Amount of CDBG funds for RHAMP activity
  - xiii. Household size

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

**A. Integrated Disbursement and Information System Reporting:**

A nationwide database, Integrated Disbursement and Information System (IDIS) is utilized to capture HUD information for reporting and to monitor grantees progress.

HOST will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators outlined in this Scope of Work. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. An explanation must be included in the narrative section of the report, if the project is not being performed in a timely manner.

**B. Income and Demographic Reporting Requirements:**

For programs that must fulfill the limited clientele activities, income data must be collected to verify that at least 51 percent of program participants are low- or moderate-income persons. The income limitations are set by HUD annually.

CDBG funded contracts:

Select what method of income verification will be used to demonstrate income compliance:

- Self-Certification     Verification with supporting income documentation      
Census block verified

**C. The Federal Funding Accountability and Transparency Act (FFATA)**

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) 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:

Yes       No

**If YES, continue to statement 2.**

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) 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:

Yes       No

**If YES, stop here. If NO, continue to statement 3>**

3. Provide the names and amounts of the five most highly compensated officers or executives:

Program income (of any type, e.g., fees) will be generated by this activity.       Yes  No

Contract will be funding architectural, engineering or other project soft cost.       Yes  No

If yes, final project will be completed within 24 months       Yes  No

Purpose of this activity is to:

Help prevent homelessness       Yes  No

Help the homeless       Yes  No

Help those with HIV/AIDS       Yes  No

Primarily help persons with disabilities       Yes  No

**VIII. FINANCIAL ADMINISTRATION – This HOST contract will use DEDO for financial administration and follow all DEDO financial administration policies.**

**A. Compensation and Methods of Payment**

1. Disbursements shall be processed through the Denver Economic Development Opportunity (DEDO) - Financial Management Unit (FMU) and the City and County of Denver's Department of Finance.
2. The method of payment to the Contractor by DEDO shall be in accordance with established FMU procedures for line-item reimbursements. The Contractor must

submit expenses and accruals to DEDO on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with DEDO policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense, except for the final voucher for reimbursement.

3. The Contractor shall submit the final voucher for reimbursement no later than forty-five (45) days after the end of the contract period.
4. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

**B. Vouchering Requirements**

1. In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to DEDO in order to be paid.
  - a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.
  - b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).
2. No more than six (6) vouchers may be submitted per contract per month, without prior approval from DEDO.
3. All vouchers for all Agreements must be correctly submitted within forty-five **(45) 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. Only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200. "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "Uniform Guidance") 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 last 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 DEDO prior to the draw request.
  8. The standardized DEDO “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 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 register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions

**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 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

**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. Pager/Cell Phone: Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by DEDO.
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 DEDO within forty-five (45) days after the end of the service period stated in the contract.

**F. Program Income**

1. Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.
2. Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.
3. The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY DEDO, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by DEDO.

**G. Financial Management Systems**

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal 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. Applicable Uniform Guidance 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. The Contractor shall maintain separate accountability for DEDO funds as referenced in Uniform Guidance.
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 DEDO provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

## **H. Audit Requirements**

1. If the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the Uniform Guidance.
2. A copy of the final audit report must be submitted to the DEDO Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.
3. A management letter, if issued, shall be submitted to DEDO along with the reporting package prepared in accordance with the Single Audit Act Amendments and the Uniform Guidance. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to DEDO within thirty (30) days after receipt of the Management Letter,

or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to DEDO funding, the Contactor shall prepare and submit a Corrective Action Plan to DEDO in accordance with the Single Audit Act Amendments and the Uniform Guidance, for each applicable management letter matter.

**All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to DEDO Financial Management Unit; [DEDOFMUAcctsPayable@denvergov.org](mailto:DEDOFMUAcctsPayable@denvergov.org)**

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

**I. Budget Modification Requests**

1. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require only notification to DEDO with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by DEDO. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
2. The Contractor understands that any budget modification requests under this Agreement must be submitted to DEDO prior to the last Quarter of the Contract Period, unless waived in writing by the DEDO Director.

**J. Procurement**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.
2. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the following:

rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

3. If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

**K. Bonding**

1. DEDO may require adequate fidelity bond coverage, in accordance with 2 **CRF 200.304(b), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.**

**L. Records Retention**

1. The Contractor must retain for five (5) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

**M. Contract Close-Out**

1. All Contractors are responsible for completing required DEDO contract close-out forms and submitting these forms to their appropriate DEDO Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by DEDO in writing.
2. Contract close out forms will be provided to the Contractor by DEDO within thirty (30) days prior to end of contract.
3. DEDO 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, DEDO reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

**IX. Budget**

### Contract Program Budget Summary

**Contractor Name:**

Denver Urban Renewal Authority (DURA)	City Contract #:	HOST-202366394
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**Project :**

Rental/Homeowner Access Modification Program (RHAMP)

**Contract Term:**

From:	1/1/2023	To:	12/31/2023
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**Program/Fiscal Year:**

2023
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Budget Category	Agency Total (All Funding Sources for Agency)	CDBG Community Development Block Grant HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST		[Name of Other Federal Funding Source]	[Name Other Non-Federal Funding]	Agency Total		Budget Narrative
				Subtotal	%			Amount	%	
<b>Personnel: Job Title</b>	Total	Amount	Amount	Subtotal	%	Amount	Amount	Amount	%	
Loan Specialist	\$52,000.00	\$5,000	\$0	\$5,000	9.62%	\$0	\$47,000	\$52,000	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Provides underwriting of all applications. Performs portfolio management.
Intake Specialist	\$41,000.00	\$4,625	\$0	\$4,625	11.28%	\$0	\$36,375	\$41,000	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Provides underwriting of all applications. Performs portfolio management.
Senior Loan Specialist	\$55,330.00	\$5,000	\$0	\$5,000	9.04%	\$0	\$50,330	\$55,330	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Provides underwriting of all applications. Performs portfolio management.
Rehabilitation Specialist	\$74,653.00	\$15,000	\$0	\$15,000	20.09%	\$0	\$59,653	\$74,653	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s). Performs property inspections, creates description of work, oversee construction.

Budget Category	Agency Total (All Funding Sources for Agency)	CDBG Community Development Block Grant HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST		[Name of Other Federal Funding Source]	[Name Other Non-Federal Funding]	Agency Total		Budget Narrative
Rehabilitation Specialist	\$67,980.00	\$20,000	\$0	\$20,000	29.42%	\$0	\$47,980	\$67,980	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s).Performs property inspections, creates description of work, oversee construction.
Rehabilitation Specialist	\$76,045.00	\$0	\$0	\$0	0.00%	\$0	\$76,045	\$76,045	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s).Performs property inspections, creates description of work, oversee construction.
Housing Manager	\$95,000.00	\$0	\$0	\$0	0.00%	\$0	\$95,000	\$95,000	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s) Reviews and approves all loan applications and requests for payment. Supervises all Loan and Rehabilitation Staff. Prepares reports for City and DURA.
Director of Community Engagement	\$165,000.00	\$0	\$0	\$0	0.00%	\$0	\$165,000	\$165,000	100.00%	[Full-time/ Part-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 see section Financial Administration D. Payroll and E. Fringe Benefits. Short Description of position(s) Responsible for general oversight of Housing Department and affordable housing programs.
<b>Total Salary:</b>	<b>\$627,008</b>	<b>\$49,625</b>	<b>\$0</b>	<b>\$49,625</b>	7.91%	<b>\$0</b>	<b>\$577,383</b>	<b>\$627,008</b>	100.00%	
<b>Total Salary and Fringe Benefits:</b>	<b>\$627,008</b>	<b>\$49,625</b>	<b>\$0</b>	<b>\$49,625</b>	7.91%	<b>\$0</b>	<b>\$577,383</b>	<b>\$627,008</b>	100.00%	
<b>Other Direct Costs</b>	Total	Amount	Amount	Subtotal	%	Amount	Amount	Amount	%	
Subcontractor - RHAMP	\$281,214	\$281,214	\$0	\$281,214	100.00%	\$0	\$0	\$281,214	100.00%	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. Short Description of position(s) Costs related to a minimum of 30 grants to qualifying renters and homeowners for accessibility improvements

Budget Category	Agency Total (All Funding Sources for Agency)	CDBG Community Development Block Grant HOST Funding	[Name of Secondary funding source] HOST Funding (If applicable)	Total Costs requested from HOST		[Name of Other Federal Funding Source]	[Name Other Non-Federal Funding]	Agency Total		Budget Narrative
<b>Total Other Direct Costs</b>	281,214	\$281,214	\$0	\$281,214	100.00%	-	-	\$281,214	100.00%	
<b>Total Salaries, and Other Direct Costs</b>	\$ 908,221.93	\$330,839	\$ -	\$330,839	36.43%	0	577,383.0	908,222	100.00%	
<b>Total Project Cost (Direct + Indirect)</b>	908,222	\$330,839	0	330,839	36.43%	0	577,383	908,222	100.00%	
<b>Grand Total</b>	\$908,222	\$330,839	\$0	\$330,839	36.43%	\$0	\$577,383	\$908,222	100.00%	