

## AMENDATORY AGREEMENT

**THIS AMENDATORY AGREEMENT** (“Amendment”) is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”), and **THE COMMUNITY FIRM**, d/b/a The Community Economic Defense Project, a Colorado non-profit corporation, whose address is 1600 N. Downing Street, Suite 600, Denver, Colorado 80218 (the “Contractor”), individually a “Party” and collectively the “Parties.”

**WHEREAS**, the Parties entered into an Agreement dated December 5, 2023 for the City to provide funding and Contractor to utilize the funding to provide temporary rental and utility assistance to eligible residents in the City and County of Denver (the “Agreement”); and

**WHEREAS**, the Parties now wish to modify the Agreement as set forth below.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and amend the Agreement as follows:

1. All references to “Exhibit A” in the existing Agreement shall be amended to read “Exhibit A and A-1, as applicable.” The Scope of Work marked as Exhibit A-1 is attached and is incorporated herein by referenced into the Agreement.

2. Subsection 4.4.1. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **Fourteen Million Forty-Two Thousand Two Hundred Eighty-Three Dollars and NO/100 (\$14,042,283.00)** (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 or A-1, as applicable. Any services performed beyond those in Exhibit A or A-1, as applicable, are performed at Contractor’s risk and without authorization under the Agreement.”

3. A new Section 42 titled “**COMPLIANCE WITH DENVER WAGE LAWS**,” is 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. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

5. This Amendment is not 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.

**Exhibit List**

Exhibit A-1 – Scope of Work

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**Contract Control Number:** HOST-202473564-01/HOST-202371132-01  
**Contractor Name:** THE COMMUNITY FIRM

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

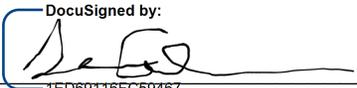
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By:

\_\_\_\_\_

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

HOST-202473564-01/HOST-202371132-01  
THE COMMUNITY FIRM

By:  \_\_\_\_\_  
DocuSigned by:  
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Name: Sam Gilman  
(please print)

Title: Co-Founder & Co-CEO  
(please print)

ATTEST: [if required]

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

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

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

## SCOPE OF WORK

### DEPARTMENT OF HOUSING STABILITY

#### The Community Firm

#### HOST-202473564

### I. INTRODUCTION

**Period of Performance Start and End Dates:** January 1, 2024 – December 31, 2024

**Project Description:**

The purpose of this contract is to provide a Department of Housing Stability (HOST) award for \$14,042,283.00. The award has three different sources of funding, which consists of: \$5,800,000.00 in American Rescue Plan Act funds; \$1,400,632 in Affordable Housing Funds and \$6,841,651.00 in General Fund funds. All three funding sources will follow the requirements as outlined in this agreement and scope of work. These funds will be provided to The Community Firm (TCF) (DBA The Community Economic Defense Project), to be utilized to provide Temporary Rental and Utility Assistance (TRUA) to eligible residents in the City and County of Denver.

<b>Funding Source:</b>	American Rescue Plan Act (ARPA)
<b>Project Name:</b>	The Community Firm d/b/a The Community Economic Defense Project Temporary Rental and Utility Assistance Program
<b>Budget Type:</b>	Cost Reimbursement
<b>Activity Name:</b>	Temporary Rental and Utility Assistance
<b>Federal Award ID (FAIN) #:</b>	SLFRP4316
<b>Federal Award Date:</b>	
<b>Federal Awarding Agency:</b>	U.S. Department of Treasury
<b>Pass-Through Entity:</b>	City and County of Denver
<b>Awarding Official:</b>	U.S. Department of Treasury
<b>Unique Entity Identifier:</b>	S6JDJP1PQM15
<b>Catalog of Federal Domestic Assistance (CFDA#):</b>	21.027 Coronavirus State and Local Recovery Funds (SLFRF)
<b>SAM.gov Expiration Date:</b>	2/7/2025
<b>Contractor Address:</b>	1600 N. Downing St Suite 600 Denver CO 80218
<b>Organization Type:</b>	Non-Profit

### II. SERVICES DESCRIPTION

A. List of Services to be provided by contractor

1. Program funds will be used to provide rental and utility assistance to eligible residents in the City and County of Denver as detailed below, and in accordance with

TRUA Program Guidelines. In the event of a conflict between the details of program administration in this document and in the Program Guidelines, the Program Guidelines shall control.

**B. Activity Requirements:**

1. **Rental Assistance (RA):** TCF will provide rental assistance to eligible households for a period of up to 6 months in a 12-month period (calendar year) depending upon need.
  - a) The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee or lessor that the property is the participant's primary residence.
  - b) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis of race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
  - c) The participant must attest to and, whenever possible, demonstrate a current financial or other housing crisis to be eligible for financial assistance, which may include but is not limited to a notice of rent increase that will make existing housing unaffordable to the participant, evidence of uninhabitable living conditions such as a notice of public health violations, a past due notice, demand for rent or possession, or a court summons.
  - d) Assistance will not exceed 6 months within a 12-month period (calendar year). Assistance up to the maximum of 6 months in a 12-month period (calendar year) does not need to be continuous.
  - e) Rent assistance may include rental arrears, current month's rent, and one future month's rent. A month is considered current until the 14th day of that month. On the 15th day of that month or after, the month is considered in arrears and the subsequent month is considered to be current.
  - f) Rent assistance may include payments made for rental units in which a tenant no longer resides if the rental unit was their primary residence at the time of their application submission. Contractors should employ discretion to determine whether payments made for a previous unit or relocation assistance will best promote housing stability.
  - g) Assistance may include late fees, attorney's fees, and posting fees with documentation of reasonableness, allowance in the lease, and verification that the costs were allowable under local and State law at the time the fees were charged.
  - h) Relocation assistance may include application fees, security deposit assistance and/or rent assistance if TCF is unable to help mitigate involuntary displacement from current residence. To receive relocation assistance, the following criteria must be met:

- i. Cannot have been displaced from City and County of Denver residence for more than 90 days.
  - ii. Must demonstrate or attest to risk of involuntary displacement which may include but is not limited to eviction, hazardous conditions, landlord refusing to renew lease, etc).
  - iii. Must be approved for a unit in the City and County of Denver.
  - iv. Security deposit/first month's rent payment will be made to the individual/vendor where the funds are due on behalf of clients.
  - v. Deposit and First Month's Rent will count as one month each toward the six-month maximum
- i) TCF will process rental payments for eligible participant households who are deemed eligible for the program
  - j) Payment requests will be delivered from TCF in accordance with the payment process requirements outlined below.
  - k) Rental assistance is not intended to provide perpetual assistance beyond the 6- month maximum as outlined in the program guidelines. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

**2. Utility Assistance:**

TCF will provide utility assistance to eligible households for a single occurrence per utility within a 12-month period (calendar year). The assistance is designed to prevent utility services from being disconnected by assisting low and moderate-income residents experiencing a housing crisis. This program provides Utility Assistance to Denver Water and/or Xcel Energy (electric, gas) for renters and homeowners.

- a) The participant must provide evidence of residency at the current residence within the City and County of Denver boundaries via a lease, Denver Property Taxation and Assessment System, deed of trust, or mortgage reflecting the participant's name or alternative evidence of residency in accordance with the program guidelines. The residence must be the participants primary residence. To be eligible for utility assistance, homeowners/renters must provide proof of ownership/residency for the property in which they reside.
- b) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- c) The participant must demonstrate need in the form of a disconnection notice or past due bill.
- d) Assistance will not exceed one occurrence per utility within a 12-month period (calendar year).
- e) Water and energy may be paid separately.

- f) Utility assistance may include payments for a one-time utility deposit. Utility deposit payments will count towards an applicant's one occurrence of utility assistance per utility within a 12-month period (calendar year).
- g) TCF will process utility payments for eligible participant households who are deemed eligible for the program.
- h) Payment requests will be delivered from the TCF to the vendor where the funds are due on behalf of clients.
- i) Utility assistance is not intended to provide perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

### 3. Contractor Intake Process Requirement

Contractor will prioritize applications based upon prioritization procedures established by HOST. Contractor must provide an initial consultation and eligibility assessment with a case manager or other authorized representative to determine TRUA eligibility and the type, level, and duration of assistance for each program participant.

Eligibility assessments, even when the client did not receive financial assistance must be documented and kept in a client file. If a client was determined to be ineligible for program assistance, the reason for denial should be included as part of the client file.

- a) **Contractor will:**
  - i. Maintain well-developed internal policies that address the administration of the program.
  - ii. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
  - iii. Refer clients with housing barriers to appropriate resources.
  - iv. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
  - v. Work with each client in a culturally appropriate way
- b) Client intake forms should include, at a minimum:
  - i. Name and contact information of applicant
  - ii. Address including zip code
  - iii. Income of all household members over the age of 18 who are requesting assistance; applicant and co-applicant(s) (if applicable)
  - iv. Self-certification of hardship
  - v. Demographic information needed for contract reporting requirement
  - vi. Utility/company account information (if applicable)
  - vii. Landlord contact information (if applicable)

**4. Documentation Requirement:**

- a) Contractor must maintain adequate and easily identifiable documentation to determine the eligibility of program participants served. Documentation must demonstrate activities and expenses that are:
  - i. Allowable
  - ii. Reasonable
  - iii. Defensible
- b) Contractor must:
  - i. Verify and document eligibility prior to providing TRUA.
  - ii. Maintain documentation in participant case file.
- c) Minimum Acceptable Types of Documentation, in Order of Preference:
  - i. Written third party verification
  - ii. Oral third-party verification
  - iii. Applicant self-declaration via an Affidavit
- d) Determining Acceptable Level of Documentation:
  - i. Contractor must make every effort to achieve the highest standard that is reasonable
  - ii. Contractor must document reasons when using lower standard of documentation.

**5. Payment Process Requirement:**

- a) TCF will receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
- b) Once approved, checks or ACH payment will be issued as quickly as possible. Checks or ACH payments will be made out to each individual or utility vendor(s), only after the individual has been identified through City property records, lease, W9, or other documentation as the owner of the property where the participant lives as the owner of the property where the participant lives.
- c) TCF may authorize payments made directly to Denver County court when doing so will prevent the applicant's involuntary displacement.
- d) Only in cases where landlords refuse payment or remain unresponsive, TCF may authorize payments made directly to tenants in instances when doing so will prevent the applicant's involuntary displacement. Proof that landlord has refused payment or is unresponsive must be documented in the application file which must include:
  - i. A request for participation sent in writing, by mail, to landlord where addressee does not respond to the request within 10 business days or;
  - ii. A request for participation has been made at least three times by text or e-mail over a minimum of 7 business days with no response or;

- iii. The landlord confirms in writing that they do not wish to participate or is unresponsive in cases of imminent displacement.
- iv. Prior to funds being provided, tenant must agree to use any funds received for its intended purpose by submitting a declaration of agreement in writing or by e-mail. Landlord will also be provided with a 'Direct Tenant Payment Notification' letter describing the amount of funds provided to Tenant for rental assistance along with contact information to report any concerns of fraud.
- e) Maintain financial assistance records.
- f) Provide HOST with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance.
- g) TCF must submit invoices with back up documentation on each of the payments.

**6. Client Requirements:**

- a) Proof of Residency for Renters- The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant's primary residence.
- b) Proof of Residency for Homeowners - The participant must provide evidence of residency via Denver Property Taxation and Assessment System, a deed of trust or mortgage reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries.
- c) Proof of Income – For the purposes of this contract, the participant household must be low to moderate income, with household income defined as at or below the current HUD 80% Area Median Income (AMI) as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>. Proof of income may include the following:
  - i. Pay stubs (wages, salary, armed forces income)
  - ii. Proof of unemployment application
  - iii. Certification of Zero Income
  - iv. Court order (alimony, child support)
  - v. Federal or state tax return
  - vi. Dividend interest statement
  - vii. Categorical Eligibility
  - viii. Fact-specific Proxy
  - ix. Other written verification of income:
    - a. Name of income source, and applicant name
    - b. Income amount and frequency
    - c. Contact information for authorized income source representative

- d. Signed and dated by authorized income source representative
- d) Self-Declaration – (only if written verification cannot be obtained):  
Self-declaration of income is acceptable ONLY in very limited circumstances. A self-declaration must be clearly documented in the case file, including all attempts to obtain third party verification and a signed Affidavit that the declared income is accurate. Self-declared cases will be monitored closely for compliance with program requirements
- e) Identification – The applicant must provide identification as required by City policies and ordinances.

**7. Ineligible Activities:**

**Ineligible program activities include:**

- a) Assistance to individuals or households with income exceeding 80% of AMI. For the purpose of this contract, we will use the income limits as published by HUD, as provided and updated annually here:  
<https://www.huduser.gov/portal/datasets/il.html>
- b) Mortgage costs including payment, fees, taxes and refinancing expenses

**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](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
- 3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.

**B. The City will:**

- 1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both [Spanish and English](#).

**IV. EQUITY ACCESS AND OUTCOMES**

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

working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

**V. FUNDS WILL BE USED TO**

- A. Provide rental and utility assistance to City and County of Denver residents at or below 80% of the Area Median Income who have experienced a financial hardship.
- B. Provide personnel and administrative funding to administer the program

**VI. OBJECTIVE AND OUTCOMES**

Objective: Provide temporary rent and utility assistance to low- and moderate-income City and County of Denver residents who have experienced a financial hardship.

Outcome I: Approximately 1,950 unduplicated households served with rent and/or utility assistance.

**VII. REPORTING**

- A. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> business 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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 – 1,950
  - ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.  
The measures and benchmarks specified in the objectives and outcomes section.
3. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
4. Financial Data
  - a. Funding sources and amount included
  - b. Total Contract spend to date, by budget category

Funding Source (TCF)	Total Contract
American Rescue Plan Act (ARPA)	\$5,800,000.00
Affordable Housing Property Tax	\$1,400,632.00
General Funds (Stability)	\$6,841,651.00
<b>Total Contract Amount</b>	<b>\$14,042,283.00</b>

5. Specific to this Scope of Work {Insert additional/ delete items as needed}
  - a. Number of applications received
  - b. Number of applications closed
  - c. Number of households receiving supportive services (i.e. housing/resource navigation, case management, and/or mediation)
  - d. Number of evictions prevented among applicants with a demand letter and/or court summons
  - e. Additional household characteristics:
    - i. Address
    - ii. Female head of household

- iii. Household size
- iv. Number of months of assistance received
- v. Amount of assistance received

## 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.
3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests> or by US Mail to:
  - Attn: Department of Housing Stability
  - Financial Services Team
  - 201 W. Colfax Ave.
  - Denver CO 80202
6. Cash advances: Subrecipients wishing for an initial and ongoing cash advances should make a request at time of agreement negotiation. The amount requested for payment of an initial cash advance will include an estimated schedule of costs incurred in the initial 30 days. The Subrecipient must be able to provide documentation to HOST staff for verification of incurred costs for the previous month's cash advance prior to receiving a future month's cash advance. If a cash advance is received, Subrecipient must provide documentation of how the previously paid month's cash advance was expended prior to submitting an invoice for the next month's cash advance. Requests for payment of a cash advance will include an estimated schedule of costs incurred in the subsequent month. If any portion of a cash advance is unspent from the prior period, the cash advance request must show the amount of unspent funds from the prior period and how it will be used in the estimated schedule of costs for the following month. Subrecipient must provide supporting documentation for all payments. Under no circumstances will an additional reimbursement or advance be considered until the previous advance documentation is received and approved by HOST staff.

**Interest:**

Per Section 200.305(b)(8) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), to paraphrase, if the contractor expects it can earn more than \$500.00 in interest per year on advances, then it must maintain the funds in an interest-bearing account and refund interest amounts that exceed \$500.00 annually. Up to \$500.00 can be retained for administrative purposes; refer to 200.305(b)(9) for details regarding repayment.

Per Section 200.305(b)(1) of the Uniform Guidance, to paraphrase, the contractor should maintain written procedures that address the requirement to minimize the time between the receipt and disbursement of funds.

This is a link to the above regulations:

[https://www.ecfr.gov/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200\\_11&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200_11&rgn=div8)

**B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”) applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15<sup>th</sup> day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
  - a. Amount of the request in total and by line item.
  - b. Period of services for current reimbursement.
  - c. Budget balance in total and by line item.
  - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.

8. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

### **C. Payroll**

1. A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll: (1) the amount of time worked by the employee for this pay period; and (2) the amount of salary paid to the employee, including information on payroll deductions.
2. The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee’s name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If an electronic time system is used, signatures are not required. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.
3. A payroll registers or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

### **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker’s compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by
  - a. A breakdown of how the fringe benefit percentage was determined prior to first draw request; or
  - b. By submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

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

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to HOST and reflected in the contract budget.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

### **F. Program Income**

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

### **G. Budget Modification Requests**

1. HOST may, at its option, restrict the transfer of funds among cost categories, programs, functions, or activities at its discretion as deemed appropriate by program staff, HOST executive management or its designee.

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

#### **H. Contract Amendments**

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

#### **I. Financial Management Systems**

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The

Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.

7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 C.F.R. 200.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions.

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

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

#### **K. Audit Requirements**

1. For Federal Agreements subject to 2 C.F.R. 200, a copy of the final audit report must be submitted to the Federal Audit Clearinghouse within thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
3. The Contractor will be responsible for all Disallowed Costs.
4. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

#### **L. Procurement**

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

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

2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

**M. Bonding**

1. If applicable, for contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 2 C.F.R. 200, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

**N. Records Retention**

1. In addition to the records requirements contained in the Agreement, the Contractor (or subrecipient) must also retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
2. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

**O. Contract Close-Out**

1. All Contractors are responsible for completing required HOST contract close-out forms and submitting these forms to their appropriate HOST Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by HOST in writing.
2. Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
3. HOST will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, HOST reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

**P. Collection of Amounts Due**

1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City

and County of Denver. If not paid within a reasonable period after demand HOST may:

- a. makes an administrative offset against other requests for reimbursements.
  - b. withholds advance payments otherwise due to the Contractor; or
  - c. other action permitted by law.
2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

## **IX. Budget**

Contract Program Budget Summary								
Contractor Name:		The Community Firm (DBA The Community Economic Defense Project)			City Contract #:		HOST 202473564	
Project :		Temporary Rental and Utility Assistance (TRUA)						
Contract Term:		From:	1/1/2024	To:	12/31/2024			
Program/Fiscal Year:		2024						
Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act - HOST Funding 2024	Affordable Housing Property Tax -HOST Funding 2024	General Funds Housing Stability HOST Funding 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	Amount		HOST Total	Amount	%	
Tenant Advocates	\$455,000	\$0	\$455,000	\$0	\$455,000	\$455,000	100.00%	7 FTE of Tenant Advocate positions at \$65,000/yr each. CEDP's staffing model includes 19-25 FTEs who bill partial time to this grant. Only time spent on this grant is billed to this grant. Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Resource Specialists & Navigators	\$260,000	\$0	\$260,000	\$0	\$260,000	\$260,000	100.00%	4 FTE of Resource Navigator positions at \$65,000/yr each. Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Tenant Advocate Supervisor	\$73,000	\$0	\$73,000	\$0	\$73,000	\$73,000	100.00%	Staff supervision, 1 FTE Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Case & Compliance Reviewer	\$65,000	\$0	\$65,000	\$0	\$65,000	\$65,000	100.00%	Case Compliance Reviewer's time. Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Compliance Director	\$36,600	\$0	\$36,600	\$0	\$36,600	\$36,600	100.00%	Case Compliance Supervision and Director. Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Staff Accountant	\$32,500	\$0	\$32,500	\$0	\$32,500	\$32,500	100.00%	Partial FTE Dedicated time on program Accounts Payable staff Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Program Leadership/Oversight	\$36,000	\$0	\$36,000	\$0	\$36,000	\$36,000	100.00%	Direct Program time of the Chief Program Officer, Head of Rental Programs, and Director of Rental Assistance working directly on the grant activities. Full-time 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 the Financial Administration Payroll and Fringe Benefits section. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
<b>Total Salary:</b>	<b>\$958,100</b>	<b>\$0</b>	<b>\$958,100</b>	<b>\$0</b>	<b>\$958,100</b>	<b>\$958,100</b>	<b>100.00%</b>	

Budget Category	Agency Total (All Funding Sources for Agency)	American Rescue Plan Act - HOST Funding 2024	Affordable Housing Property Tax -HOST Funding 2024	General Funds Housing Stability HOST Funding 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Fringe Benefits	\$191,620	\$0	\$191,620	\$0	\$191,620	\$191,620	100.00%	Payroll and Fringe benefits. Payroll taxes calculated at 7.65% of salary after pre-tax deductions and Fringe at cost based on percentage of time spent. Averaged at 20% of Salaries.
<b>Total Salary and Fringe Benefits:</b>	<b>\$1,149,720</b>	<b>\$0</b>	<b>\$1,149,720</b>	<b>\$0</b>	<b>\$1,149,720</b>	<b>\$1,149,720</b>	<b>100.00%</b>	
<b>Other Direct Costs (Indirect NOT applicable)</b>	Total	Amount	Amount		Subtotal	Amount	%	
Financial Assistance (Includes Rent, Utility, and Re-Housing)	\$12,666,365	\$5,800,000	\$24,714	\$6,841,651	\$12,666,365	\$12,666,365	100.00%	Program specific-Eligible Costs may include 1) Short-Term rent, Medium-term rent, Rental Arrears (Rent to be paid according to HOST contract); 2) gas, electric, and water assistance for client (Payment to be made directly to utility provider); and 3) relocation assistance (Payment to be paid according to HOST contract).
<b>Other Direct Costs (Indirect applicable)</b>	Total	Amount	Amount		Subtotal	Amount	%	
Programatic Software	\$89,370	\$0	\$89,370	\$0	\$89,370	\$89,370	100.00%	CRM, Payment Software Costs which included postage and processing costs, other licence or subscription based software needed by employees to fulfil job responsibilities. These are charged at cost and allocated based on payroll time & effort, estimated at approximately \$6,000 per employee per year and approximately \$500/per month in Payment software fees and postage, shipping, expedited payments.
Equipment and Supplies	\$8,600	\$0	\$8,600	\$0	\$8,600	\$8,600	100.00%	Office supplies for program staff, including needed computer equipment. Calculated at \$1000 per computer @1, Office supplies \$50/month per employee. \$50x5.5x12
Transportation	\$3,144	\$0	\$3,144	\$0	\$3,144	\$3,144	100.00%	Estimated at 200 miles/month or 36.6 miles per FTE x 12 months. 2400 miles @\$0.655/mile. 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
<b>Total Other Direct Costs</b>	<b>12,767,479</b>	<b>5,800,000</b>	<b>125,828</b>	<b>6,841,651</b>	<b>\$12,767,479</b>	<b>\$12,767,479</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$ 13,917,199</b>	<b>\$ 5,800,000.00</b>	<b>\$ 1,275,548.30</b>	<b>\$6,841,651</b>	<b>\$13,917,199</b>	<b>13,917,199</b>	<b>100.00%</b>	
<b>Indirect Costs</b>								
Indirect Costs	\$125,084	\$0	\$125,084	\$0	\$125,084	\$125,084	100.00%	Indirect calculated 10 % of Salaries, Fringe and Other Direct Costs.
<b>Total Project Cost (Direct + Indirect)</b>	<b>14,042,283</b>	<b>5,800,000</b>	<b>1,400,632</b>	<b>6,841,651</b>	<b>\$14,042,283</b>	<b>\$14,042,283</b>	<b>100.00%</b>	