

A G R E E M E N T

THIS AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **NORTHEAST DENVER HOUSING CENTER, INC.**, a Colorado non-profit corporation, whose address is 1735 Gaylord Street, Denver, Colorado 80206 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

1. COORDINATION AND LIAISON: The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Economic Development, (“Executive Director”) or, the Executive Director’s Designee.

2. SERVICES TO BE PERFORMED:

a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

b. The Contractor is ready, willing, and able to provide the services required by this Agreement.

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement, including but not limited to the Program Guidelines attached hereto as **Exhibit B** and incorporated herein.

3. TERM: The term of this Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2019, unless extended in accordance with the terms of the Agreement (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

4. COMPENSATION AND PAYMENT:

a. Budget. The City shall pay and the Contractor shall accept as the sole compensation for services rendered and costs incurred under the Agreement the line item amounts set forth in the budget contained in **Exhibit A**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor's expenses are contained in the budget in **Exhibit A**.

c. **Invoicing:** Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION DOLLARS (\$1,000,000.00)** (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**. Any services performed beyond those in **Exhibit A** are performed at Contractor's risk and without authorization under the Agreement.

(2) The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate the Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE:**

a. **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as “A-”VIII or better. Each policy shall contain a valid provision or endorsement requiring notification to the City in the event any of the above-described policies be canceled or non-renewed before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If such written notice is unavailable from the insurer, Contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City’s contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

b. **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City’s contract number be referenced on the Certificate. The City’s acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Contractor’s breach of this Agreement or of

any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

c. **Additional Insureds:** For Commercial General Liability, Auto Liability Professional Liability, and Excess Liability/Umbrella (if required) Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

d. **Waiver of Subrogation:** For all coverages required under this Agreement, with the exception of Professional Liability - if required, Contractor's insurer shall waive subrogation rights against the City.

e. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

f. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

g. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for

each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

h. Business Automobile Liability: Contractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

i. Additional Provisions:

(i) For Commercial General Liability, the policy must provide the following:

(a) That this Agreement is an Insured Contract under the policy;

(b) Defense costs are outside the limits of liability;

(c) A severability of interests, separation of insureds provision (no insured vs. insured exclusion); and

(d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(ii) For claims-made coverage:

(a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(b) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. DEFENSE AND INDEMNIFICATION

a. Contractor agrees to defend, indemnify, reimburse and hold harmless City, its appointed and elected officials, agents and employees for, from and against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims

have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

b. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

c. Contractor shall defend any and all Claims which may be brought or threatened against City and shall pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City will be in addition to any other legal remedies available to City and will not be the City's exclusive remedy.

d. Insurance coverage requirements specified in this Agreement in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor is responsible to obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

e. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

11. TAXES, CHARGES AND PENALTIES: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City's prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. ASSIGNMENT; SUBCONTRACTING: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director's prior written consent. Any

assignment or subcontracting without such consent will be ineffective and void, and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

13. INUREMENT: The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

14. NO THIRD PARTY BENEFICIARY: Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

15. NO AUTHORITY TO BIND CITY TO CONTRACTS: The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

16. SEVERABILITY: Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

17. CONFLICT OF INTEREST:

a. No employee of the City shall have any personal or beneficial interest in the services or property described in the Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

b. The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed

any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

18. NOTICES: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

Executive Director of the Office of Economic Development or Designee
201 West Colfax Avenue, Dept. 1011
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

b. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees

who are newly hired for employment to perform work under this Agreement.

c. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

20. DISPUTES: All disputes between the City and Contractor arising out of or regarding the Agreement will be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 56-106(b)-(f). For the purposes of that administrative procedure, the City official rendering a final determination shall be the Executive Director as defined in this Agreement.

21. GOVERNING LAW; VENUE: The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

22. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

23. COMPLIANCE WITH ALL LAWS: Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

24. LEGAL AUTHORITY: Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

25. NO CONSTRUCTION AGAINST DRAFTING PARTY: The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

26. ORDER OF PRECEDENCE: In the event of any conflicts between the language of the Agreement and the exhibits, the language of the Agreement controls.

27. INTELLECTUAL PROPERTY RIGHTS: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, “Materials”), shall belong to the City. The Contractor shall disclose all such items to the City and shall assign such rights over to the City upon completion of the Project. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, *et seq.*, the Materials are a “work made for hire” and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a “work made for hire,” the Contractor (by this Agreement) sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such rights in perpetuity.

28. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, the Contractor's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

29. ADVERTISING AND PUBLIC DISCLOSURE: The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

30. CONFIDENTIAL INFORMATION:

a. City Information: Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

31. ACCESS TO FEDERAL TAXPAYER INFORMATION:

a. **Performance:** In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his, her or its employees with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) Any tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Executive Director or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Executive Director or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To

meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the Office of Economic Development (the “Agency”) and, upon request, to the IRS reviewing office.

(9) The City will have the right to void the contract if the Contractor fails to provide the safeguards described above.

b. Criminal/Civil Sanctions.

(1) Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee or any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil

damages against the officer or employee (United States for federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to Agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established under it, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

c. **Inspection.** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

32. CITY EXECUTION OF AGREEMENT: The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

33. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral

representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

34. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

35. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Contract Control Number:

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:

By _____

By _____

By _____



Contract Control Number: OEDEV-201846925-00

Contractor Name: NORTHEAST DENVER HOUSING CENTER

By: 

Name: GETABECHA MEKONNEN
(please print)

Title: EXECUTIVE DIRECTOR
(please print)

ATTEST: [if required]

By: N/A.

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A

SCOPE OF SERVICES

OFFICE OF ECONOMIC DEVELOPMENT
HOUSING DIVISION

ACTIVITY NAME: Temporary Rental/Utility Assistance (TRUA) Program

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2019 – December 31, 2019

Project Description:

The purpose of this contract agreement is to provide an *Affordable Housing Fund Subaward* for \$1,000,000 through the Office of Economic Development’s Housing Division. These funds will be provided to the *Northeast Denver Housing Center (NDHC)* to be utilized for administration of the TRUA program. NDHC is the contracting agency and responsible for all aspects of the program implementation and reporting. It is understood that NDHC submitted its proposal in collaboration with Del Norte Neighborhood Development Corporation & Denver Metro Fair Housing Center (Collaborating Partners) and will enter into a Memorandum of Agreement with these agencies to implement the program to provide housing rental and utility assistance to eligible households of Denver. The program is designed to mitigate displacement by assisting low and moderate income residents experiencing a housing crisis maintain stability in the time that it might take to find alternative housing. This award is not for Research and Development (R&D).

Funding Source: Affordable Housing Fund
Amount: \$1,000,000

Proposed Number of outcomes: 620 households in rental assistance payments and 86 in utility (water and energy) assistance payments
This projection is based on the following assumptions:

Eligible Activity	Amount Requested	Estimated cost/hh	Proposed Number
Admin (salaries to administer the program)	\$33,712.00		N/A
Housing Counseling/Benefit Navigation	\$116,288.00		
Rental Assistance	\$800,000.00	\$ 1,290.00	620
Utility (water and energy) Assistance	\$50,000.00	\$580.00	86
TOTAL	\$1,000,000		706

Sub-awardee Organization: Northeast Denver Housing Center
EIN#: 84-0909291
DUNS#: 149389306
CCR (Central Contractor Registration) Expiration Date:
Address: 1735 Gaylord St
Denver, CO 80206-1208
Contact Person: Gete Mekonnen

EXHIBIT A

Phone: 303-377-3334 Ext 223
Email: gmekonnen@nedenverhousing.org

Organization Type:

- Non-Profit For-Profit Individual Partnership Corporation Publicly Owned Other

Target Neighborhood Zip Codes: 80237, 80222, 80224, 80249, 80230, 80231, 80220, 80246, 80206, 80218, 80203, 80205, 80207, 80238, 80239, 80249

Project/activity located in a Target Area: Yes No
If yes, indicate type: Local Target Area Strategy Area (NRSA) CDFI Other

This program is a citywide program to all low- and moderate-income individuals in Denver, with targeted outreach efforts to neighborhoods vulnerable to gentrification as appropriate given housing demand. NDHC is responsible for administering the program to residents living in the afore mentioned zip codes.

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 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

II. ACTIVITY DESCRIPTION

Description of Activity: The funds are to support low and moderate income residents in Denver County in maintaining housing stability during a crisis including economic pressures, unsafe housing conditions or a potential eviction, with the ultimate goal of mitigating displacement. Program funds will be used to provide rental and utility assistance to eligible residents of Denver as detailed in the Program Guidelines.

A. Activity Requirements

Rental Assistance (RA): NDHC will provide rental assistance to eligible households for a period up to 6 months depending upon need. The program is designed to mitigate displacement by assisting low and moderate income residents experiencing a housing crisis maintain stability in the time that it might take to find alternative housing.

- i. The participant must provide evidence of tenancy via a lease reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries for a period of at least 60 days. 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.
ii. 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

EXHIBIT A

- expression, marital or familial status, military status or physical or mental disability.
- iii. The participant must 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 or a past due notice.
 - iv. **Assistance will not exceed 6 months within a 52-week period.** Assistance up to the maximum of 6 months in a 52-week period does not need to be continuous, but in the event that a household is seeking sporadic assistance, the assistance must be provided to assist a household experiencing a unique housing crisis. For example, a household receiving two months of rental assistance in January and February while seeking alternative housing during a crisis may be eligible for assistance later in the same calendar year in the event that they are experiencing a separate but demonstrable housing crisis. Assistance provided past the first time will require an “Action Plan” the client and housing counselor have jointly developed and the client has agreed to. The “Action Plan” will specify measurable and documentable actions the client will take to address the crisis. Lack of progress in taking action by the client may be grounds of ineligibility for further assistance.
 - v. **To receive more than one month of assistance, participants are required to participate in housing counseling/benefit navigation services as outlined below.**
 - vi. Assistance may include deposit assistance and/or first month’s rent if NDHC is unable to help mitigate displacement from current residence.
 - vii. NDHC will process rental payments for eligible participant households who are deemed eligible for the program.
 - viii. Payment requests will be delivered from NDHC to the individual/vendor where the funds are due on behalf of clients.
 - ix. NDHC will determine rent assistance amount based on documented income loss. For example, if the presented hardship was loss of hours at work, the households will only be eligible for rental assistance equal to wages lost. NDHC may pay no more than 80% of the contractual rent amount as determined by the lease documentation or standard amount paid by the tenant based on evidence of residency as defined in these program guidelines. On top of paying a portion of the contract rent, tenants will be responsible for paying 100% the following fees: late, legal, pet, storage, parking/garage. Exceptions may be granted to these amounts if special circumstances existing where a household is at imminent risk of homelessness.
 - x. Rental assistance is not intended to provide perpetual assistance beyond the six-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. Clients seeking more than one time assistance will be required to demonstrate action plan progress as stated above.

Utility Assistance (UA): NDHC will provide utility assistance to eligible households for a period of up to 2 occurrences within a 52-week period. The assistance is designed to mitigate displacement by assisting low and moderate income residents experiencing a housing crisis maintain stability in the time that it might take to find

EXHIBIT A

alternative housing. This program provides UA in the form of water, electric, gas assistance for renters and homeowners.

- i. The participant must provide evidence of tenancy at the current residence within the City and County of Denver boundaries via a lease reflecting the participant's name or alternative evidence of residency in accordance with the program guidelines. To be eligible for utility assistance, homeowners/renters must provide proof of ownership/tenancy for the property in which they reside.
- ii. **To receive more than one month of assistance, participants are required to participate in housing counseling/benefit navigation services as outlined below.**
- iii. 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 expression, marital or familial status, military status or physical or mental disability.
- iv. The participant must demonstrate need in the form of a disconnection notice.
- v. **Total assistance will not exceed 2 occurrences totaling no more than \$1,200 within a 52-week period.**
- vi. Water and utilities may be paid separately.
- vii. NDHC will process utility payments for eligible participant households who are deemed eligible for the program.
- viii. Payment requests will be delivered from the NDHC to the vendor where the funds are due on behalf of clients.
- ix. UA 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.

Housing Counseling and Benefit Navigation: Agencies will provide housing counseling and benefit navigation services to eligible households participating in the TRUA program. These services will include, but are not limited to: verification, landlord communication and relationship building, client education, referrals to additional services, and sustainability plan development.

i. VERIFICATION

Housing counselors/navigators will complete a thorough verification process to ensure provided documentation is consistent with statement of need provided by client. Housing counselors/navigators will always inquire about income for all household members; ensuring all clients are reporting income accurately and truthfully; and clarifying situations such as private landlords without record keeping and tenants renting from friends or family members without leases.

ii. LANDLORD COMMUNICATION:

Housing counselors/navigators will contact landlords to ensure the tenant is at risk of eviction (in many cases, landlords are willing to make payment plans or clients live in supportive housing and are very unlikely to be evicted); housing counselors/navigators will make sure to have these conversations with landlords before the tenant is approved for rental assistance. In addition, housing counselors/navigators will take time to negotiate with landlords to reduce/eliminate fees, requesting additional time, and inquire about payment plans. Lastly, landlords

EXHIBIT A

will be asked to sign a form acknowledging that by receiving TRUA funds they agree to stop any eviction proceedings currently underway, if any.

iii. CLIENT COMMUNICATIONS:

Housing counselors/navigators will advocate on behalf of TRUA participants to ensure clients are not being overcharged and that they fully understand their lease. All housing counselors/navigators will have ongoing discussions with clients about their plan of sustainability and budget navigation through education and referrals to services. Additionally, housing counselors/navigators will work with clients to understand the how much they are able to contribute in amount owed to best leverage TRUA funds. TRUA assistance will not be released until the client can provide proof their portion to ensure that the rent owed amount will be brought to a zero balance, thus ending the housing crisis.

iv. REFERRALS

Housing counselors/navigators will refer TRUA clients to budget/credit workshops, which will provide an educational service to increase financial literacy. Housing counselors/navigators will work to establish partnerships with other providers in Denver for the following areas: employment search, food assistance, domestic violence, etc. to ensure clients are supported by local resources. Housing counselors/navigators will be a resource to help identify services and facilities that can be brought to bear to help resolve or address the crisis. The role of the housing counselors/navigators will be to provide the information and referrals needed for the client to make educated and well-informed housing related decisions.

v. LONGER-TERM HOUSING COUNSELING AND BENEFIT NAVIGATION:

It is not uncommon for TRUA participants to request repeat financial assistance. When re-assessing return client files, housing counselors/navigators must understand the history of the case and decide whether the reason for return is valid. The housing counselors/navigators will assist the client in developing a sustainability action plan that will help identify the cause(s) of the housing crisis and long-term solutions to address the cause(s). Once the cause(s) are identified the housing counselors/navigators will work with the client to develop the set of action items that will help reduce and or mitigate the crisis and help stabilize the housing need of the client. The goals will be realistic and achievable within a defined time frame with the understanding that the clients will be required to meet milestones set out in the plan if he/she is to continue getting assistance past the initial first time. Clients will be encouraged and assisted in determining what is affordable and how and where to make the best and highest housing related choices. The range of housing choices: location, cost, utility, proximity to school/job, will be considered in developing a short- and long-term plan. The assistance will primarily be focused on providing "sustainability" for the client/household. This may be staying at current home or relocating to a better choice. The goals will be focused on the cause(s) of the crisis, and must be able to demonstrate real and achievable benchmarks.

EXHIBIT A

vi. CLIENT-CENTERED CARE:

In addition to housing instability, a large percentage of TRUA clients are requesting this emergency assistance because of traumatic, life-altering events, such as: loss of employment, death of a loved one, personal injury or illness, domestic violence, etc. Housing counselors/navigators will assume that all TRUA clients are coping with the effects of trauma and will modify delivery of services accordingly. In addition, housing counselors/navigators must look at the client's entire situation to ensure the client can remain stably housed after TRUA assistance is issued. Housing counselors/navigators will refer internally to other programs and partnering agencies to ensure client is connected to resources need to thrive.

III. PROGRAM RESPONSIBILITIES

- i. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
- ii. Refer clients with housing barriers to appropriate resources.
- iii. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
- iv. Demonstrate understanding of the local housing market.
- v. Work with each client in a culturally appropriate way.
- vi. Maintain well-developed internal policies that address the administration of programs.

IV. OUTREACH

- i. Phase one of the marketing strategy will include a city-wide effort to notify prospective participants of available resources and the method of accessing program assistance. The first phase of the marketing strategy will be led by the City.
- ii. Phase two of marketing will require NDHC to develop or enhance its marketing efforts to reach residents in the target neighborhoods identified in the program guidelines.
 - a. NDHC will identify a specific marketing plan to include outreach to individuals in the specific zip codes covered in this scope of service, with particular focus on neighborhoods vulnerable to gentrification as identified by Denver's five-year housing plan, *Housing an Inclusive Denver* and OED's Gentrification and Displacement study.
 1. Outreach efforts may include partnerships with local organizations that will help enhance the applicant's own marketing efforts in these neighborhoods. Applicants may market rental and utility assistance to low and moderate income residents on a city-wide basis to supplement targeted, neighborhood specific efforts.
 2. Additionally, all marketing and outreach efforts must be multilingual address how residents of limited English proficiency and individuals with a disability will have access to information and services.

EXHIBIT A

V. PAYMENT PROCESS REQUIREMENT

- i. NDHC and/or its collaborating partners 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.
- ii. Once approved, checks will be issued within three (3) business days. No checks are to be made out to the participant. If the service(s) are in the name of the owner, checks will be made out to individuals (vs. companies/utilities); only after the individual who is the owner of the property where the participant lives, has been verified by referencing city records of ownership.
- iii. NDHC will require a receipt or signed form from the landlord/vendor for each payment made in accordance with these program guidelines. Receipts for each payment made will be included as part of the client file.
- iv. Maintain financial assistance records and notify OED if the request does not fit the established guidelines.
- v. Provide OED with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance.
- vi. In all cases, assistance will be paid directly to the owner, vendor or management company providing the housing/utilities.
- vii. NDHC must submit invoices with back up documentation on each of the payments. Expenses eligible for reimbursement may only be incurred October 1, 2018 through December 31, 2019.

VI. CLIENT REQUIREMENTS

- i. **Proof of Residency** - The participant must provide evidence of tenancy via a lease reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries for a period of at least 60 days. 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.
- ii. **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>.

Written proof of income may include the following:

- Pay stubs (wages, salary, armed forces income)
- Proof of unemployment application
- State or benefit notice
- Court order (alimony, child support)
- Federal or state tax return
- Dividend interest statement
- Other written verification of income:
 - Name of income source, and applicant name
 - Income amount and frequency
 - Contact information for authorized income source representative
 - Signed and dated by authorized income source representative

Self-declaration (only if written verification cannot be obtained) of income:

- a. 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.

EXHIBIT A

iii. **Verification of Need -**

The participant must have a verifiable documentation of need as outlined in each program area. Agencies will be responsible for determining that the participant meets the eligibility requirements and will maintain participant financial assistance records.

- The household must meet the following circumstances:
 - No appropriate subsequent housing options have been identified;
 - The household lacks the financial resources to obtain immediate housing or remain in its existing housing;
 - The household lacks the support networks needed to obtain immediate housing or remain in its existing housing.

iv. **Identification** – The applicant must provide identification required by City policies and ordinances.

VII. INELIGIBLE ACTIVITIES:

Ineligible program activities include:

- i. Assistance to individuals or households with income exceeding 80% of the 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>
- ii. Mortgage costs including payment, fees, taxes and refinancing expenses
- iii. Direct legal services
- iv. Other costs such as credit card bills or other consumer debt, car repair or other transportation costs, travel, food, medical and dental care and medicines, clothing and grooming, home furnishings, pet care, entertainment activities, work or education related materials
- v. Direct cash assistance to program participants

VIII. IMPLEMENTATION PLAN AND TIMELINE

The following table outlines the implementation plan and timelines for this contract.

Task	Projected Beginning & End Dates
Provide UA program services to eligible households	Jan 1, 2019 – Dec 31, 2019
Provide RA program services to eligible households	Jan 1, 2019 – Dec 31, 2019
Provide monthly reports	Monthly; by the 15 th

IX. OBJECTIVE & OUTCOME AND INDICATORS

Objective

EXHIBIT A

Provide temporary financial assistance for low and moderate income resident households of Denver experiencing a housing crisis because of but not limited to economic pressures & unsafe housing conditions

Outcomes

Retain current housing and mitigate the displacement of low and moderate income residents of Denver, and/or have time to seek alternative housing.

X. BUDGET

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds.

Organization receives income from operations. Yes No If Yes, describe:

Non-personnel costs are being funded. Yes No

XI. REPORTING

Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the indicators contained in this Scope of Services.

Contractor will email the following report to the Program Specialist,

TRUA Performance Report*

Frequency:

Monthly by the 15th day

EXHIBIT A

*The information reported must include a narrative discussing successes and obstacles of administering the program, progress toward meeting the proposed number of outcomes, and participant demographic information as outlined on the TRUA Performance Report and detailed in the Program Guidelines.

EXHIBIT A

**Collaborative [NDHC/Del Norte]:
Temporary Rental/Utility Assistance Program (TRUA)
BUDGET NARRATIVE 2019**

PERSONNEL

**Senior Program Officer [NDHC]:Administrator/Counselor
25% of time spent on project** **\$ 17,462.00**

**Senior Program Officer [Del Norte]:Administrator/Counselor
25 % of time spent on project** **\$ 16,250.00**

Housing Counselors/Benefit Navigation

1. Housing Counselor II 30% of time spent on project
(NHDC) **\$ 15,623.00**

2. Housing Counselor II 30% of time spent on project
(Del Norte) **\$ 15,623.00**

3. Housing Counselor / Navigator III- 50% time
(NDHC) **\$ 24,255.00**

4. Housing Counselor / Navigator III- 50% time
(Del Norte) **\$ 24,249.00**

5. Assistant to Counselors -47.58% time
(NDHC) **\$ 18,269.00**

6. Assistant to Counselors -47.58% time
(Del Norte) **\$ 18,269.00**

Total Housing Counselors/Benefit Navigation **\$ 116,288.00**

TOTAL Personnel **\$ 150,000.00**

Program Delivery Cost

a. Rental Assistance: rent to be paid directly to the owner of
the housing unit.
Average cost per unit \$ 1,290.00 **\$ 800,000.00**

b. Utility assistance:
Average cost per unit \$ 580.00 **\$ 50,000.00**

Total Program Related **\$ 850,000.00**

TOTAL REQUESTED from OED: **\$ 1,000,000**

Senior Program Officer /Administrator & Counselor

- A. The Senior Program Officer/Administrator & Counselor position is responsible for the overall administration of the program. The position will oversee the day to day activities, approve assistance , coordinate with city and collaborating agencies, attend meetings and conduct counseling sessions.
- B. The Housing Counselor II position will provide the required housing counseling services to clients, including the identification of the "housing crisis cause" the development of "action plan" that will help reduce and mitigate the crisis to help stabilize the housing need. The Housing Counselor II will verify income and program criteria eligibility of each client.
- C. Housing Counselor III – this position is primarily responsible for making sure each clients' file is fully documents and all required supporting documents are completed before the file goes to the Housing Counselor II. This will entail communicating with clients directly and following up to make sure the program responds timely and efficiently to assist the clients. The position will also assist the housing counselors.
- D. Assistant to Counselor: this position is primarily responsible for managing the telephone call data base, and making sure clients get the application for the TRUA program. Daily phone calls will be monitored by this position and applications sent out to clients via email , or regular mail. This position will also accept in person delivery of applications or the email submittals of applications to be forwarded to the Housing Counselor III>

The Team: The overall goal is to have a professional approach to serving our clients as a team:

The housing counselor/benefit navigators/assistants will

- assist the client meet the program qualification ,
- develop action plans that will help identify the cause of the housing crisis.
- Be a resource to help identify community wide resources

Goal Setting toward Sustainability:

Clients will be encouraged and assisted in determining what is affordable and how and where to make the best and highest housing related choices.

The range of housing choices, Location, Cost, Utility, Proximity to School/Job, will be considered in developing a short and long term plan.

The assistance will primarily be focused on providing "sustainability" for the client/household. This may be staying at current home or relocating to a better choice.

The goals will be focused on the "cause" of the crisis, and must be able to demonstrate real and achievable benchmarks.

EXHIBIT A



Program Budget and Cost Allocation Plan Summary

Contractor Name: Northeast Denver Housing Center - TRUA Program Year: 2019
 Project : Northeast Temporary Rental & Utility Assistance (NE- TRUA)
 Contract Dates: 1/1/2019 to 12/30/2019 Return to OED Project Specialist: _____

Budget Category	Agency Total (All Funding Sources)	Project Costs OED Funding 1 201100000		Project Costs OED Funding 2 201100000		Total Project Costs requested from OED		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount
Personnel: Name and Job Title															
Program Director/Senior Hsg. Counselor NDHC	\$69,846.00	17,462	25.00%	-	0.00%	17,462	25.00%	34,923	50.00%	3,492	5.00%	13,969	20.00%	69,846	100.00%
Housing Counselor II NDHC	\$52,075.00	15,623	30.00%			15,623	30.00%	21,000	40.33%	2,604	5.00%	12,848	24.67%	52,075	100.00%
Housing Counselor III NDHC	\$48,510.00	24,255	50.00%			24,255	50.00%	-	0.00%		0.00%	24,255	50.00%	48,510	100.00%
Assistant to Counselors NDHC	\$38,400.00	18,269	47.58%			18,269	47.58%	-	0.00%		0.00%	20,131	52.42%	38,400	100.00%
Senior Hsg Counselor Del Norte	\$65,000.00	16,250	25.00%			16,250	25.00%	32,500.00	50.00%	-	0.00%	16,250	25.00%	65,000	100.00%
Housing Counselor II	\$52,075.00	15,623	30.00%			15,623	30.00%	21,000	40.33%	2,604	5.00%	12,848	24.67%	52,075	100.00%
Housing Counselor III Del Norte	\$48,500.00	24,249	50.00%			24,249	50.00%	-	0.00%		0.00%	24,251	50.00%	48,500	100.00%
Assistant to Counselors Del Norte	\$38,400.00	18,269	47.58%			18,269	47.58%	-	0.00%		0.00%	20,131	52.42%	38,400	100.00%
Job Title	\$0.00		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Job Title	\$0.00		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Job Title	\$0.00		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Job Title	\$0.00		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Salary:	412,806	150,000	36.34%	-	0.00%	150,000	36.34%	109,423	26.51%	8,700	2.11%	144,683	35.05%	412,806	100.00%
Fringes			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Personnel Total:	412,806	150,000	36.34%	-	0.00%	150,000	36.34%	109,423	26.51%	8,700	2.11%	144,683	35.05%	412,806	100.00%
Non-Personnel:															
Rental Housing Assistance	\$800,000.00	800,000	100.00%		0.00%	800,000	100.00%		0.00%		0.00%		0.00%	800,000	100.00%
Utility Water	\$23,362.00	23,362	100.00%		0.00%	23,362	100.00%		0.00%		0.00%		0.00%	23,362	100.00%
Utility Electric/Gas	\$78,000.00	26,638	34.15%		0.00%	26,638	34.15%		0.00%		0.00%	50,000	64.10%	76,638	98.25%
Travel - Staff			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Travel - Client			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Equipment rental			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Facilities			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Educational Materials - Customers			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Meetings/Events			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Professional Services - (Specify; ie., Payroll)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Professional Services - (Specify; ie., Legal)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Professional Services - (Specify; ie., Accountant)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Subcontractor (Specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Subcontractor (Specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Subcontractor (Specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Other Direct Expense (specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Construction Costs			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Indirect Costs			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Non-Personnel	901,362	850,000	94.30%	-	0.00%	850,000	94.30%	-	0.00%	-	0.00%	50,000	5.55%	900,000	99.85%
Total Project Cost	1,314,168	1,000,000	76.09%	-	0.00%	1,000,000	76.09%	109,423	8.33%	8,700	0.66%	194,683	14.81%	1,312,806	99.90%
Program Income (through funded activities)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Non-Project:															
Personnel Costs:			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Non-Personnel Costs:			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Other (Specify):			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Non-Project Cost	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Grand Total	1,314,168	1,000,000	76%	-	0.00%	1,000,000	76.09%	109,423	8.33%	8,700	0.66%	194,683	14.81%	1,312,806	99.90%

EXHIBIT B

DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE (TRUA) PROGRAM GUIDELINES

SECTION 1: GENERAL INFORMATION

A. Background

Denver's Office of Economic Development (OED) is dedicated to advancing economic prosperity for the City of Denver, its businesses, neighborhoods and residents. Among numerous other functions, OED oversees the City's investments into affordable housing development, preservation and programs. OED invests federal and local dollars into affordable housing across a range of incomes, from housing our most vulnerable residents in permanent supportive housing to workforce rental and for-sale housing for families.

While Denver currently has a strong economy and a desirable quality of life, residents with low to moderate incomes are seeking affordable housing options in an environment of increasing rents and home sale prices. Median incomes have grown in Denver at a pace of nearly three times the national average (16% overall growth in Colorado compared to 6% overall growth across the U.S. between 2011-2014), but housing costs have outpaced growth in income, in some areas increasing by more than 50% over the same time period.

While housing costs have increased citywide in recent years, some historically lower cost neighborhoods have experienced a surge of public and private investment that have made the neighborhood attractive to higher income residents and resulted in higher property values, higher property taxes and increased rents. The pressure of increased housing costs has impacted the city's most vulnerable populations at risk of being displaced from neighborhoods experiencing this gentrification. Denver's five-year housing plan, *Housing an Inclusive Denver*, provides information to help understand the factors that contribute to a neighborhood's vulnerability to gentrification across Denver and outlines strategies aimed at stabilizing residents at risk of displacement. With this analysis as a foundation, OED will prioritize marketing efforts to serve residents at risk of displacement in neighborhoods experiencing gentrification due to economic pressure and other factors.

B. Purpose

The intent of OED's Temporary Rental and Utility Assistance (TRUA) Program is to address gaps in current programs that serve residents in finding and maintaining medium to longer term housing stability (TBRA, Housing Choice vouchers, etc.) and to provide assistance at the time residents are experiencing a housing crisis. These funds are intended to help *mitigate* displacement, help residents avoid eviction, and provide time to help connect residents to alternative housing for longer term stability. The TRUA Program can serve residents earning up to 80% of the Area Median Income (AMI) for a period of up to 6 months.

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

SECTION 2: PROGRAM ADMINISTRATION

A. Program Requirements

The Temporary Rental & Utility Assistance Program (TRUA) will provide temporary housing and utility assistance to low and moderate-income individuals and families at risk of displacement due to economic pressures, unsafe housing conditions or a potential eviction. Assistance should be focused on assisting households experiencing a housing crisis by stabilizing participants' current housing situation, linking participants to benefits and community resources, and referring participants to a range of services aimed at developing plans to prevent future housing instability.

The program provides assistance to low and moderate-income individuals throughout Denver, but includes targeted outreach efforts to neighborhoods vulnerable to gentrification as appropriate given housing demand. While it is the intent of OED that these funds are targeted to the most vulnerable residents at risk of displacement from neighborhoods experiencing gentrification, Agencies of the program will not be expected to exclude residents who currently live outside of the identified neighborhoods who are experiencing a housing crisis and need temporary housing or utility assistance as defined by these program guidelines.

B. Outreach Requirements

- 1) Phase one of the marketing strategy will include a city-wide effort to notify prospective participants of available resources and the method of accessing program assistance. The first phase of the marketing strategy will be led by the City.
- 2) Phase two of marketing will require Agencies of the program to develop or enhance its marketing efforts to reach residents in the target neighborhoods identified in these program guidelines.
 - a. Agencies of the program will identify a specific marketing plan to include outreach to individuals in the specific zip codes covered in their scope of services, with particular focus on neighborhoods vulnerable to gentrification as identified by Denver's five-year housing plan, *Housing an Inclusive Denver* and OED's Gentrification and Displacement study.
 - i. Outreach efforts may include partnerships with local organizations that will help enhance the applicant's own marketing efforts in these neighborhoods. Agencies may market rental and utility assistance to low and moderate-income residents on a city-wide basis to supplement targeted, neighborhood specific efforts.

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

- ii. Additionally, all marketing and outreach efforts must be multilingual and address how residents of limited English proficiency and individuals with a disability will have access to information and services.

C. 311 Intake Process

- 1. Initial calls for program resources will be directed to 311.
 - a. The call center will collect the basic information including the following:
 - i. Name
 - ii. Address including zip code
 - iii. Phone number
 - iv. Reason for calling
 - b. If the caller is interested in temporary rental and/or utility assistance, the 311 operator will provide information on the basic requirements of the TRUA program.
 - c. If the caller believes they meet the basic requirements as described by the operator, the operator will transfer the call to the Agencies of the program that covers the zip code of the caller's address as identified by the approved scope of services.

D. Contractor Intake Process Requirement

Agencies of the program 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.

- 1. Agencies of the program will:
 - a. Develop and provide to OED copies of all internal policies and procedures for this program.
 - b. Maintain well-developed internal policies that address the administration of the program.
 - c. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
 - d. Refer clients with housing barriers to appropriate resources.
 - e. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
 - f. Work with each client in a culturally appropriate way.
 - g. Have a process in place to refer individuals and families that are ineligible for this program to the appropriate resources or service provider that can assist them.

- 2. Client intake forms should include, at a minimum:
 - a. Name and contact information of applicant

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

- b. Address including zip code
- c. Race and ethnicity (this is voluntary)
- d. Income and assets of all household members over the age of 18 (provided by client at intake)
- e. Utility/company account information
- f. Landlord contact information

E. Client Requirements

1. Proof of Residency

The participant must provide evidence of tenancy via a lease reflecting the participant's name or **other evidence of residency** at the current address for a period of time identified by City policy. Evidence of residency at the current address may include demonstrated regular payments to the owner of the property or a signed Affidavit that the property is the participant's primary residence.

2. Proof of Income

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>.

Written proof of income may include the following:

- a. Pay stubs (wages, salary, armed forces income)
- b. Proof of unemployment application
- c. State or benefit notice
- d. Court order (alimony, child support)
- e. Federal or state tax return
- f. Dividend interest statement
- g. Other written verification of income:
 - i. Name of income source, and applicant name
 - ii. Income amount and frequency
 - iii. Contact information for authorized income source representative
 - iv. Signed and dated by authorized income source representative

Self-declaration (only if written verification cannot be obtained) of income:

- a. 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.

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

3. Verification of Need

The participant must have a verifiable documentation of need as outlined in each program area. Agencies will be responsible for determining that the participant meets the eligibility requirements and will maintain participant financial assistance records.

The household must meet the following circumstances:

- a. No appropriate subsequent housing options have been identified;
- b. The household lacks the financial resources to obtain immediate housing or remain in its existing housing;
- c. The household lacks the support networks needed to obtain immediate housing or remain in its existing housing.

4. Identification

The applicant must provide identification required by City policies and ordinances.

SECTION 3: ELIGIBLE AND INELIGIBLE PROGRAM ACTIVITIES

There are three categories of eligible activities for the TRUA program:

- Administrative Costs
- Rental Financial Assistance
- Utility Financial Assistance (Renters and Homeowners who meet income guidelines)

Note that a qualified household may be eligible for both rental and utility assistance depending on the severity of the housing crisis, to be determined on a case-by-case basis.

A. Administration

The intended purpose of the program is to provide direct financial housing assistance. The 10% administrative budget would encompass cost related to administering the program (e.g., financial audit/accounting, program management, data/reporting, personnel, supplies).

1. Eligible Administrative Costs include but are not limited to:
 - a. Accounting for the use of grant funds (issuing administrative salary and direct cost checks, etc.)
 - b. Preparing reports for submission to OED
 - c. Staff salaries associated with these administrative costs
 - d. Training for staff who will administer the program or navigators who will serve program participants, as long as this training is directly related to learning about TRUA

2. Ineligible Administrative Costs include but are not limited to:
 - a. Costs of issuing financial assistance- No fees paid
 - b. Providing housing relocation or other long-term case management services

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

- c. Costs such as staff salaries conducting housing inspections

B. Rental Assistance (RA)

The Agencies will provide rental assistance to eligible households for a period up to 6 months depending upon need. The program is designed to mitigate displacement by assisting low and moderate-income residents experiencing a housing crisis maintain stability in the time that it might take to find alternative housing.

1. The participant must provide evidence of tenancy via a lease reflecting the participant's name or other demonstrable proof of residency at the current address for a period of time identified by City policy. Alternative evidence of residency may be accepted in accordance with the requirements of these program guidelines.
2. 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 expression, marital or familial status, military status or physical or mental disability.
3. The participant must 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 or a past due notice.
4. **Assistance will not exceed 6 months within a 52-week period.** Assistance up to the maximum of 6 months in a 52-week period does not need to be continuous, but in the event that a household is seeking sporadic assistance, the assistance must be provided to assist a household experiencing a unique housing crisis. For example, a household receiving two months of rental assistance in January and February while seeking alternative housing during a crisis may be eligible for assistance later in the same calendar year in the event that they are experiencing a separate but demonstrable housing crisis.
5. Assistance may include deposit assistance and/or first month's rent if the Agencies are unable to help prevent displacement from current residence.
6. The Agencies will process rental payments for eligible participant households who are deemed eligible for the program.
7. Payment requests will be delivered from the Agencies to the individual/vendor where the funds are due on behalf of clients.
8. The Agencies may pay no more than 80% of the contractual rent amount as determined by the lease documentation or standard amount paid by the tenant based on evidence of residency as defined in these program guidelines. Exceptions may be granted to these amounts if special circumstances existing where a household is at imminent risk of homelessness. The rent charged for the unit must be reasonable in relation to rents currently being charged by the owner of comparable unassisted units.

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

9. Rental assistance is not intended to provide perpetual assistance beyond the six-month maximum as outlined in these rules and regulations. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

C. Utility Assistance (UA)

The Agencies will provide utility assistance to eligible households for a period of up to 2 months. The assistance is designed to mitigate displacement by assisting low and moderate-income residents experiencing a housing crisis maintain stability in the time that it might take to find alternative housing. This program provides UA in the form of water, electric, gas assistance for renters and homeowners.

1. The participant must provide evidence of tenancy at the current address for a period of time identified by City policy via a lease reflecting the participant's name or alternative evidence of residency in accordance with these program guidelines for renters. To be eligible for utility assistance, homeowners/renter must provide proof of ownership/tenancy for the property in which they reside.
2. 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 variance, marital or familial status, military status or physical or mental disability.
3. The participant must demonstrate need in the form of a disconnection notice.
4. **Total assistance will not exceed 2 months or \$1000 within a 52-week period.**
5. Water and utilities may be paid separately.
6. The Agencies will process utility payments for eligible participant households who are deemed eligible for the program.
7. Payment requests will be delivered from the Agencies to the vendor where the funds are due on behalf of clients.
8. UA 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.

D. Ineligible Activities

Ineligible program activities include:

- i. Assistance to individuals or households with income exceeding the current HUD 80% AMI as provided and updated annually here:
<https://www.huduser.gov/portal/datasets/il.html>
- ii. Mortgage costs including payment, fees, taxes and refinancing expenses
- iii. Direct legal services
- iv. Other costs such as credit card bills or other consumer debt, car repair or other transportation costs, travel, food, medical and dental care and medicines, clothing

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

and grooming, home furnishings, pet care, entertainment activities, work or education related materials

- v. Direct cash assistance to program participants

E. Payment Process Requirement

1. Agencies 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.
2. Once approved, checks will be issued to the landlord/vendor by which funds are due and sent out (mailed/delivered) within three (3) business days after receiving the request. No checks are to be made out to the participant. Checks will be made out to individuals (vs. companies/utilities) only after the referring vendor by which the funds are due has verified that the individual is the owner of the property where the participant lives.
3. Agencies will require a receipt from the landlord/vendor for each payment made in accordance with these program guidelines. Receipts for each payment made will be included as part of the client file.
4. Maintain financial assistance records and notify OED if the request does not fit the established guidelines. Agencies will be responsible for informing the participant(s).
5. Provide OED with monthly financial data summarizing the financial assistance provided to each participant to ensure the requirements of these program guidelines are adhere to.
6. In all cases, assistance will be paid directly to the owner, vendor or management company providing the housing/utilities.
7. Agencies must submit invoices at least once per month, up to four times per month, with back up documentation on each of the payments. Agencies will be reimbursed on terms of Net 30.

F. Confidentiality Requirement

Agencies will agree to ensure the confidentiality of the name and any other information regarding individuals assisted under this grant. Information on the client receiving assistance is confidential and must be maintained in a manner that guarantees confidentiality, as required by law. The Agencies shall provide any and all participant data as requested by the City in compliance with any and all applicable laws.

G. Documentation Requirement

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

Agencies are responsible to maintain adequate and easily identifiable documentation to determine the eligibility of program participants served. Documentation must demonstrate activities and expenses that are:

- Allowable
- Reasonable
- Defensible

Agencies must:

1. Verify and document eligibility prior to providing TRUA
2. Maintain documentation in participant case file.

Minimum acceptable types of documentation, in order of preference:

1. Written third party
2. Oral third-party
3. Applicant self-declaration via an Affidavit

Determining Acceptable Level of Documentation:

1. Agencies must make every effort to achieve the highest standard that is reasonable depending on the program resources, i.e., funding, capacity, and pre-existing income verification process from other programs; and dependent on type of assistance:
 - Example: It is not reasonable to delay assistance for written third party documentation if delay results in literal homelessness occurring.
 - Example: It is reasonable to obtain written third party documentation if assistance is ongoing.
2. Agencies must document reasons when using lower standard of documentation.

F. Conflicts of Interest Requirement

1. **General-** With respect to the use of TRUA funds to procure services, equipment, supplies or other property, states, territories and units of general local government that receive TRUA funds shall comply with the Dedicated Funding for Affordable Housing Ordinance. With respect to all other decisions involving the use of TRUA funds, the following restriction shall apply:

No person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for

EXHIBIT B
DENVER TEMPORARY RENTAL & UTILITY ASSISTANCE
(TRUA)
PROGRAM GUIDELINES

those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

2. **Exceptions-** Upon the written request of the agency, OED may grant an exception to the restrictions outlined in Section 3.B.8 when it determines that the exception will serve to further the purposes of the TRUA program and promote the efficient use of TRUA funds.

In requesting an exception, the Agencies must provide the following:

- a. For states and other governmental entities, a disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- b. For all grantees, an opinion of the grantee's attorney that the interest for which the exception is sought would not violate state or local law.

SECTION 4: REPORTING REQUIREMENTS

- A. Data collection is required and must be completed demonstrating income eligibility and progress toward meeting the proposed number of outcomes contained in the Scope of Services.
- B. Contractor will email the following report to the Program Specialist:
1. TRUA Performance Report
 2. Frequency: Monthly by the 15th day
 3. Monthly reports must be provided to OED containing the following information:
 - a. Number of calls received
 - b. Total number of households assisted (RA and UA)
 - c. Zip codes of participants served
 - d. How callers heard about the program
 - e. Income level of participants
 - f. Race and ethnicity
 - g. Number of participants with disabilities
 - h. Number of participants over the age of 62 (elderly)
 - i. Number of female heads of households
 - j. Narrative discussing the successes and obstacles of administering the program
 - k. Additional data as necessary
- C. If the Agency completes the project and all money is drawn, a final report will be submitted indicating "final report" and no further reports are required.

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 North East Denver Housing Center Inc.
 1735 Gaylord Street
 Denver, Colorado 80206

Agent's Name, Address and Phone Number (Agt./Dist.)
 Marvin O Hill
 12015 E 46th Ave Ste 180
 Denver, CO 80239
 (303) 373-4030 (014/304)

**This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.**

COVERAGES				
This is to certify that policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory ***** Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
General Liability <input checked="" type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> Hired Auto <input type="checkbox"/> Non Owned Auto	05-XC8152-34	07/22/2018	07/22/2019	General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000 Personal and Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Damage to Premises Rented to You \$ 100,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence†† \$,000 Aggregate†† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Nonowned Autos <input type="checkbox"/>	05-XC8152-34	07/22/2018	07/22/2019	Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$ 2,000,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000
Other (Miscellaneous Coverages) Hired and non owned autos which limits are the same as the GL limits 2000,000				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS The City and County of Denver, its elected and appointed officials, employees and volunteers are deemed as additional insured and loss payee with regards to the commercial general liability policy and the auto liability policy.				
CERTIFICATE HOLDER'S NAME AND ADDRESS			CANCELLATION	
City & County of Denver, Office of Economic Development 201 West Colfax Avenue Dept 209 Denver, Colorado 80202			<input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail *(30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input checked="" type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.	
			DATE ISSUED 12/21/2018	AUTHORIZED REPRESENTATIVE Marvin O Hill



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/6/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JD Fulwiler & Co., Insurance 5727 SW Macadam Ave PO Box 69508 Portland OR 97239	CONTACT NAME: Kim Hutchinson PHONE (A/C No. Ext): 503-977-5650 E-MAIL ADDRESS: khutchinson@jdfulwiler.com		FAX (A/C, No): 503-977-5850
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED NORTDEN-01 Northeast Denver Housing Center 1735 Gaylord Street Denver CO 80206	INSURER A: Valley Forge Insurance Company		20508
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 476831596

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC6012015885	3/3/2018	3/3/2019	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All operations of the named insured subject to standard policy conditions and exclusions.

CERTIFICATE HOLDER**CANCELLATION**

City of Denver
 Office of Economic Development
 201 W Colfax
 Denver CO 80204

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.