

## FOURTH AMENDATORY AGREEMENT

**THIS FOURTH AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BROTHERS REDEVELOPMENT, INC.**, a Colorado nonprofit corporation whose address is 2250 Eaton St. Suite B, Edgewater, CO 80214 (the “Contractor”), individually a “Party” and jointly the “Parties.”

### RECITALS:

**WHEREAS**, the Parties entered into an Agreement dated June 8, 2023 an Amendatory Agreement dated December 5, 2023 a Second Amendatory Agreement dated July 18, 2024 and a Third Amendatory Agreement dated December 19, 2024 (the “Agreement”) for the purpose of a Foreclosure Financial Assistance Program to address the needs of Denver homeowners facing housing instability as a result of a financial hardship; and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the Term, increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

1. All references to “...Exhibits A, A-1, A-2, A-3...” in the existing Agreement shall be amended to read: “...Exhibits A, A-1, A-2, A-3 and A-4...” as applicable. **Exhibit A-4** the Scope of Work is attached and will control from and after the date of execution.

2. **Exhibit C** entitled Program Guidelines is hereby added to the Agreement. Exhibit C is attached and is hereby incorporated into and made a material part of the Agreement.

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

“3. **TERM:** This Agreement will commence on June 1, 2023, and will expire, unless sooner terminated, on December 31, 2026 (the “Term”). Subject to the Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term will extend until the work is completed or earlier terminated by the Director.”

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

**“4.4. Maximum Contract Amount”**

**4.4.1** Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **ONE MILLION THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 (\$1,350,000.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A, A-1, A-2, A-3 and A-4**. Any services performed beyond those in **Exhibits A, A-1, A-2, A-3 and A-4** or performed outside the Term are performed at the Contractor's risk and without authorization under this Agreement.”

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

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW].**

**Contract Control Number:** HOST-202581961-04/HOST-202368182/04  
**Contractor Name:** BROTHERS REDEVELOPMENT INC

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:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** HOST-202581961-04/HOST-202368182/04  
**Contractor Name:** BROTHERS REDEVELOPMENT INC

By:   
8A0221C31D8A4BF...

Name: Jeff Martinez  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A-4**  
**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**Brothers Redevelopment Inc.**  
**HOST-202581961-04**

**I. INTRODUCTION**

**Contract Term Dates:** 06/01/2023 – 12/31/2026

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) amendment to add funding in the amount of \$350,000.00 for a total contract amount of \$1,350,000.00. Funding budgeted in 2025 does not roll over and may not be utilized in calendar year 2026. These funds will be provided to Brothers Redevelopment Inc (BRI) to be utilized for a Foreclosure Financial Assistance Program to address the needs of Denver homeowners facing housing instability as a result of a financial hardship.

<b>Funding Source:</b>	<b>General Funds – Stability</b>
<b>Project Name:</b>	<b>Foreclosure Financial Assistance</b>
<b>Budget Type:</b>	<b>Focused Cost Reimbursement</b>
<b>Contractor Address:</b>	<b>2250 Eaton Street, Garden Level Unit B Edgewater, CO 80214</b>
<b>Organization Type:</b>	<b>Non-Profit</b>

**II. SERVICES DESCRIPTION**

A. List of Services to be provided by contractor

1. BRI will be responsible for adhering to the Foreclosure Financial Assistance Program Standards document to be provided prior to the commencement of the contract.
2. BRI will integrate into and coordinate with existing service delivery systems of foreclosure legal defense and foreclosure prevention programs to streamline qualified applicants' access to all available community resources. BRI will expand upon existing partnerships with housing stabilization service providers that will enhance homeowner resource delivery and avoid any duplication of services.
3. BRI is responsible for collecting required documentation to verify an applicant's eligibility for services and communicating final eligibility determinations to the applicant. Eligible homeowners include:
  - a. Those earning at or below 80% of the Area Median Income (AMI) for their household size, and
  - b. Those who can demonstrate themselves as the legal owner of the home, that their home serves as their primary residence, and

- c. Those who can demonstrate that their home serves as their primary residence and has been verified as being with the City and County of Denver, and
  - d. Households that demonstrate a current financial or other housing crisis including but not limited to job loss, reduction in income, reduction in hours worked, an unexpected increase in living expenses, medical expenses, or other issues that have impacted the household's income
  - e. Qualified homeowners must not have cash or assets on hand that is equal to or greater than the relief funds being requested (excluding any funds in a retirement account).
- 4. For qualified applicants, BRI will issue payment to cure an applicant's past due mortgage, past due HOA fees or liens, and/or other unpaid judgements/liens that may lead to an applicant's involuntary displacement as supported by written documentation up to the maximum assistance limits enforced by HOST.
- 5. BRI will ensure that financial assistance does not exceed \$10,000 per household (including arrears, current, and future payments). In cases where additional financial assistance may prevent involuntary displacement, BRI may request a waiver from HOST to provide additional financial assistance.
- 6. BRI will communicate eligibility determinations and issue payments directly to entities with the authority to stop an applicant's foreclosure including but not limited to an applicants' mortgage lender, HOA representative, Denver Office of the Clerk and Recorder, or Denver Sheriff's Department.
- 7. BRI will work with applicants to pursue loss mitigation with their mortgage lender, engage with a HUD-certified Housing Counselor, and/or pursue other homeowner stabilization programs and resources available to Denver residents for which they are eligible including but not limited to:
  - a. Other available Foreclosure Prevention services
  - b. Property Tax Relief Programs
  - c. Energy Assistance Programs such as the Temporary Rental & Utility Assistance (TRUA) Program, the Colorado Low-income Energy Assistance Program (LEAP), or Energy Outreach Colorado (EOC)
  - d. Home Modification/Repair Programs
  - e. Home Share Programs
  - f. Denver Office of Financial Empowerment and Protection (OFEP)
- 8. Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.

### **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

A. Contractor will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at  
[https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Ensure completion of requisite training as outlined by HOST Program Standards document.
5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST

B. The City will:

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

#### **IV. EQUITY ACCESS AND OUTCOMES**

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

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and

disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

## V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
Financial Assistance Resource Navigation Satisfaction Surveys	Direct assistance for past due mortgage/HOA costs and other liens jeopardizing homeownership	HHs served	37	Household maintains housing and/or homeownership	80%	Decrease in involuntary displacement among low-to-moderate income homeowners  Services provided effectively address the needs and preferences of the households served by this contractor
	Referrals to financial/legal assistance, housing counseling, and other stabilization programs	Households referred to supportive services	30	Increase in community's awareness of available housing stability resources and programs	100%	
	Satisfaction Surveys	HHs provided a satisfaction survey	100%	HH's served report satisfaction with service(s) received	70%	

## VI. REPORTING

- A. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.
- B. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy

- C. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- D. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- E. **Data Monitoring**  
A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
  - 1. Program data
    - a. Data sources
      - 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
      - 2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
        - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal:  
Households proposed to be served over the contract term: 137  
Households proposed to be served each calendar year:
          - Year 1 (2023): 35
          - Year 2 (2024): 30
          - Year 3 (2025): 35
          - Year 4 (2026): 37
        - ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.  
The measures and benchmarks specified in the objectives and outcomes section.
      - 3. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community.
      - 4. Financial Data
        - a. Funding sources and amount included

- b. Total Contract spend to date, by budget category
5. Specific to this Scope of Work
  - a. Number of applications received
  - b. Number of applications closed
  - c. Additional household characteristics:
    - i. Number of households living or coming from subsidized housing
    - ii. Address
    - iii. Household Size
    - iv. Amount and type of assistance received
    - v. Stage of Foreclosure Process
    - vi. Lender/HOA Information

## **VII. FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

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

### **B. Invoicing Requirements**

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.

2. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
3. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
4. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted

#### **C. Payroll**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Accounting records shall provide accurate, separate, and complete disclosure of fund status.

3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. Source documents such as cancelled checks, paid bills, payrolls, time and attendance

**Procurements**

3. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
4. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
5. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs.
10. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

## **I. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following:

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

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

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

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

#### **K. Records Retention**

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

#### **L. Contract Close-Out**

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

#### **M. Collection of Amounts Due**

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

and County of Denver, if not paid within a reasonable period after demand HOST may:

- a. makes an administrative offset against other requests for reimbursements.
- b. withholds advance payments otherwise due to the Contractor; or
- c. other action permitted by law.

2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

### **VIII. FUNDS WILL BE USED TO**

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

Foreclosure Financial Assistance Program	Year 2023	Year 2024	Year 2025	Year 2026
	\$300,000.00	\$325,000.00	\$375,000.00	\$350,000.00
<b>Total Contract</b>	<b>\$1,350,000.00</b>			

### **IX. Budget**

Contract Program Budget Summary					
Contractor Name: <b>Brothers Redevelopment Inc</b> Project : <b>Forclosure Financial Assistance Program</b> City Contract #: <b>HOST 202581961</b> Budget Term: <b>1/1/2026-12/31/2026</b> Program/Fiscal Year: <b>2026</b>					
Budget Category	General Stability HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Amount	HOST Total	Amount	%	
Foreclosure Prevention Program Staff	\$46,858	\$46,858	\$46,858	100.00%	Full-time wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate. Program Staff at full time, 50% time spent on contract, file review, processing and data entry. Program Lead that reviews for compliance with approvals.
Program Manager	\$22,000	\$22,000	\$22,000	100.00%	Full-time wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Description of position(s). 30% of time spent on contract. Oversees day to day operation of TRUA program for file compliance, payments, due diligence, and program management
<b>Total Salary:</b>	<b>\$68,858</b>	<b>\$68,858</b>	<b>\$68,858</b>	<b>100.00%</b>	
<b>Fringe Benefits</b>	<b>\$7,113</b>	<b>\$7,113</b>	<b>\$7,113</b>	<b>100.00%</b>	Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please refer to the scope of work section Financial Administration-Fringe Benefits.
<b>Total Salary and Fringe Benefits:</b>	<b>\$75,971</b>	<b>\$75,971</b>	<b>\$75,971</b>	<b>100.00%</b>	
<b>Other Direct Costs</b>	Amount	Subtotal	Amount	%	
<b>Foreclosure and HOA Assistance</b>	\$264,070	\$264,070	\$264,070	100.00%	Direct Financial Foreclosure Prevention Assistance to Lenders, Servicers, HOA, and other entities
<b>Total Other Direct Costs</b>	<b>\$264,070</b>	<b>\$264,070</b>	<b>\$264,070</b>	<b>100.00%</b>	

Budget Category	General Stability HOST Funding	Total Costs requested from HOST	Agency Total		Budget Narrative
<b>Total Salaries, Fringe and Other Direct Costs</b>	\$340,041	\$ 340,041.00	340,041	100.00%	
<b>Indirect Costs</b>					
Indirect Costs	\$9,959.00	\$9,959.00	\$9,959.00	100.00%	Indirects calculated at 15% of Total Salaries, Fringe and Other Direct Costs
<b>Grand Total</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>350,000.00</b>	<b>100.00%</b>	



# PROGRAM GUIDELINES

**Foreclosure Financial Assistance Program**

**City and County of Denver  
Department of Housing Stability (HOST)**



## Program Overview

Below is a summary of the Foreclosure Financial Assistance Program. More detailed information and program requirements are outlined in the following sections.

### **Services Provided:**

1. **Financial Assistance** – For qualified applicants, payments will be issued to cure an applicant's past due mortgage, Homeowner's Association (HOA) fees/fines, and/or other unpaid judgements/liens that may result in an applicant's foreclosure or involuntary displacement if left unpaid. All financial assistance issued must be supported by written documentation and will be provided up to the maximum assistance limits enforced by the Department of Housing Stability (HOST).
2. **Resource Referral and Navigation** – As appropriate, reviewing agencies will expeditiously connect applicants to all other homeowner stabilization programs and resources available to eligible Denver residents.

### **Minimum Eligibility Requirements:**

1. Household income must be at or below 80% Area Median Income (AMI)
2. Household must be experiencing a financial hardship or other housing crisis
3. Homeowners must demonstrate themselves as the legal owner of their home, the residence for which assistance is being requested must be the applicant's primary residence, and the home must be located in both the City AND County of Denver

### **Minimum Documentation Requirements:**

Tenant must provide at least one document for each category below. Reviewing agencies may request additional documents as needed, including ones not listed here.

1. Proof of Income (for each person 18 years of age and older) can include, but is not limited to:
  - a. Pay stubs
  - b. Tax returns (most recent filing)
  - c. Bank statements
2. Evidence of Ownership can include, but is not limited to:
  - a. Denver property record
  - b. Deed of Trust
  - c. Property tax receipt or bill
  - d. Other documents including mortgage statements, proof of homeowner's insurance, or Ownership Name and Encumbrance Report
3. Evidence of Homeowner's past-due payments/liens/fines can include, but is not limited to:
  - a. Mortgage statement or ledger
  - b. Statement or ledger from applicant's HOA
  - c. Other documents detailing other fines/fees/judgements assessed on an applicant's property
4. Evidence of Financial Hardship (or other housing crisis) can include, but is not limited to:
  - a. Self-attestation within the online application
  - b. Additional documents may be requested on a case-by-case basis
5. Photo Identification
  - a. Valid photo identification issued by any governmental entity (U.S. or foreign)
  - b. All other acceptable forms of identification are listed on page 6



**For purposes of these guidelines, terms are defined as follows:**

1. **“Homeowner”** means the individual or household who is the verifiable owner of their primary residence.
2. **“Applicant”** means the individual or household who is applying for this program.
3. **“Agency”** means the organization(s) or entity(ies) contracted by the City and County of Denver to provide program-related services, such as application review and administration of funds, on behalf of the City and County of Denver.

**Assistance Available:**

All assistance is provided based on eligibility and availability of program funds. The Foreclosure Financial Assistance Program is not intended to provide perpetual, ongoing assistance beyond the allowable maximums as outlined below. Assistance is intended to benefit Applicants who are not able to meet their housing expenses due to unexpected financial hardships.

**Financial Assistance:** The Foreclosure Financial Assistance Program may provide up to \$10,000 in financial assistance per eligible household (including arrears, current, and future payments). This may include an applicant's past-due mortgage, unpaid fees/fines/liens assessed by an applicant's HOA, and/or other unpaid judgements/liens that will result in an applicant's foreclosure or involuntary displacement as supported by written documentation. Additional requests for financial assistance will not be permitted within the same calendar year.

Assistance may also include late fees, attorney's fees, and other fees directly associated with the applicant's risk of Foreclosure with documentation of reasonableness and verification that the costs were allowable under local and State law at the time the fees were charged. For more information on homeowner protections and permitted charges, please access the Denver Homeowner Rights and Resources Guide online<sup>1</sup> or refer to the copy of this document provided to Homeowners by their HOA, or assignee of the HOA's debt, at least 30 days prior to seeking to foreclose on an outstanding lien.

**Resource Referral & Navigation:** As appropriate, reviewing agencies will expeditiously connect applicants to all other homeowner stabilization programs and resources available to eligible Denver residents, including but not limited to:

- Loss mitigation plans with mortgage lenders (not required to receive assistance)
- HUD-certified Housing Counselors
- Property Tax Relief Programs
- Energy Assistance Programs such as the Temporary Rental and Utility Assistance (TRUA) Program, Energy Outreach Colorado (EOC), and/or the Colorado Low-Income Energy Assistance Program (LEAP)
- Home Modification and Repair Programs
- Home Share Programs
- Denver Office of Financial Empowerment and Protection (OFEP)

<sup>1</sup> [denvergov.org/foreclosurehelp](http://denvergov.org/foreclosurehelp)



**Eligibility:** Applicant must meet the eligibility criteria outlined below to receive assistance.

1. **Income Requirements:** The total of Applicant's current annualized household income must be at or below 80% of the Area Median Income (AMI) for Denver County based on the size of the Applicant household. Methods for determining household income are described below.
2. **Evidence of Financial Hardship:** Within the online application, applicants must attest to a financial hardship. Additional information and/or documentation of the hardship may be requested by the reviewing Agency as needed on a case-by-case basis. Some examples of financial hardship may include but are not limited to:
  - a. Loss of employment or reduction in income,
  - b. Unexpected expenses such as medical or car repair payments
  - c. Increase in non-discretionary expenses which make current housing payments unaffordable
3. **City and County of Denver Resident:** Applicants' primary residence for which they are requesting assistance must be within both the City AND County of Denver. Agencies will verify Applicant's primary residence is in the City and County of Denver using Denver Assessor's Office property records. **U.S. citizenship is NOT a requirement for eligibility, nor disclosure of immigration status.**

**Proof of Income for Qualification:** Each Applicant household must provide documentation that the current annualized household income is at or below 80% of the Area Median Income (AMI). The following income limits, set by the Department of Housing and Urban Development (HUD), should be used to determine 80% of the AMI for Denver County based on the size of the household:<sup>2</sup>

2025-2026 HUD Income Limits						
Area Median Income (AMI)	HOUSEHOLD SIZE					
	1	2	3	4	5	6
80%	\$72,950	\$83,400	\$93,800	\$104,200	\$112,550	\$120,900
50%	\$49,050	\$56,050	\$63,050	\$70,050	\$75,700	\$81,300
30%	\$29,450	\$33,650	\$37,850	\$42,050	\$45,450	\$48,800

Income documents must be submitted for all household members 18 years of age or older (except full-time students). Acceptable documents for income verification include but are not limited to:

1. All pay stubs, or pay summary received for the 30 days directly prior to the date of application or the date on which Applicant submits all required documentation for application processing; or
2. The current year submitted tax filing; or
3. Unredacted statements from a bank or other financial institution

Annual household income is calculated using the Adjusted Gross Income Method as defined by the U.S. Internal Revenue Service.<sup>3</sup>

<sup>2</sup>For more information on Area Median Income (AMI) and income limits, visit [huduser.gov/portal/datasets/il.html](http://huduser.gov/portal/datasets/il.html)

<sup>3</sup>[irs.gov/e-file-providers/definition-of-adjusted-gross-income](http://irs.gov/e-file-providers/definition-of-adjusted-gross-income)



**Evidence of Ownership and Primary Residency:** Applicant must provide proof of current ownership for the property in which they reside(d), and for which assistance is being requested. The residence must be the Applicant's primary residence and must be located within the City AND County of Denver boundaries.

Applicant must provide at least one of the following:

1. Denver Property Taxation and Assessment System<sup>4</sup> record; or
2. Deed of trust or mortgage statement reflecting the Applicant's name; or
3. Property Tax Receipt or Bill; or
4. Proof of Homeowner's Insurance; or
5. Ownership Name and Encumbrance (O&E) Report; or
6. Evidence of prior payments made by Homeowner to Mortgage Lender and/or HOA

**Evidence of Payment Due:** Homeowner must provide information of their recurring payment amount. This may include:

1. Current mortgage statement or ledger from HOA demonstrating monthly payment obligations and any other fines/fees/liens as applicable.
2. Proof of at least one payment made by Homeowner to Mortgage Lender, HOA, or other entity assigned to Applicant's unpaid balance for the month immediately prior to the first month for which assistance is requested. Proof may include:
  - a. Copy of a check; or
  - b. Bank statement or ledger from Venmo, Cash App, PayPal, or other financial institution; or
  - c. Money order/cashier's check receipt; or
  - d. If paid in cash, a receipt or affidavit from Lender, HOA, etc.

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<sup>4</sup> [denvergov.org/Property](http://denvergov.org/Property)



**Identification:** Agency must confirm Applicant's identity by requiring at least one of the following:

1. Valid driver's license or identification card issued from any U.S. State or Territory; or
2. U.S. military or military dependent identification card; or
3. U.S. Coast Guard Merchant Mariner card; or
4. Native American Tribal Document; or
5. Document issued by any instrumentality of government (U.S. or foreign), or
6. Document issued by an educational institution (U.S. or foreign), or
7. Other photo ID that includes photo and name.

**Ineligible Expenses:**

1. Damage fees;
2. Late fees, attorney's fees, and posting fees without verification that the costs were allowable under local and State law at the time the fees were charged;
3. Assistance to individuals or households with income exceeding 80% AMI; and/or
4. Rental costs including rent payments and/or security deposit assistance (for rent assistance, please visit [www.denvergov.org/renthelp](http://www.denvergov.org/renthelp))
5. Homeowners Insurance payments, home energy and/or other utility assistance, lot rent for owner occupied mobile homes, and property taxes

**Additional Program Information:**

**Duplication of Benefits:** Applicant must disclose any other local, State, and/or federal assistance received for the property/unit at which assistance is being requested. These benefits will be taken into consideration when determining the amount of assistance that may be approved.

In all instances, duplication of benefits will not be permitted. Potential duplicative benefits include cash payment or financial assistance from a local government agency, housing authority, nonprofit organization, religious organizations, and/or friends or family. Entity(ies) who received payment(s) through other programs as a duplicate benefit will be required to repay these funds to the issuing Agency or the City and County of Denver Department of Housing Stability (HOST).

Providing false statements or information, or the omission of required information, is grounds for denial, termination of housing assistance, denial of future housing assistance, and may be punishable by law.

**Application Prioritization:** Agency will accept applications at any stage of an applicant's financial hardship and/or potential foreclosure as long as all other eligibility requirements are met. On an ongoing basis (at minimum once a week), Agency will identify the next tranche of applications to review based on age of application (from oldest to newest submit date).

Within each tranche, Agency will prioritize the review of applications in the following order:



1. First-time applicants with a date of sale/auction
2. First-time applicants without a date of sale/auction but who are at-risk of imminent displacement
3. All other first-time applications by date of application submitted

**Appeals Process:** All eligibility determinations, awards, and payments will be communicated to applicants by the reviewing Agency through the online application platform, Submittable. Ineligible applicants can appeal denied applications by e-mailing [foreclosureassistance@brothersredevelopment.org](mailto:foreclosureassistance@brothersredevelopment.org).

Please write '[First Name] [Last Name] Appeal of Foreclosure Financial Assistance Denial' in the message subject line and include:

- Any relevant documentation to support your request
- Your contact information
- Your address
- The reason(s) for denial
- Why you believe that this determination was made in error, and
- Any additional information and/or relevant documentation to support your request

If technical assistance is required to complete your appeal request, contact the Colorado Housing Connects hotline for customer service:

- Call 1-844-926-6632 or send the CHC Hotline a message: <https://coloradohousingconnects.org/contact/>
- Visit [www.denvergov.org/foreclosurehelp](http://www.denvergov.org/foreclosurehelp) for information on additional resources and programs for Denver homeowners.

**Payment Disbursement:** Agency will verify property ownership by reviewing property records before payment is made. Depending on the type and stage of Foreclosure the household is experiencing, Financial assistance will be paid directly to:

1. **Service Lenders:** For households that are NOT actively engaged in the foreclosure process and/or their foreclosure is NOT at-risk of being filed with the Public Trustee's Office (occurs after 120 days of delinquency and once Notice of Acceleration has been sent to Homeowner).
2. **Office of the Public Trustee (PT), Denver Clerk and Recorder:** For households actively engaged in the foreclosure process including but not limited to households with an active sale/auction date. Payments are provided by Agency to the PT which will issue payment to mortgage lender. PT will alert foreclosure attorney that unpaid balance is cured and ensure all of applicant's pending foreclosure actions are terminated.
3. **HOA or Other Assigned Foreclosure Attorneys:** For households with HOA fees, fines, and/or other liens (AKA judicial foreclosures) that are typically filed with the Denver Sheriff's Department.

In cases where payment distribution does not fall within a category outlined above, Agency will provide payment to the appropriate entity responsible for curing an unpaid balance/lien on an applicant's property.



**Fair Housing:** Program assistance must be provided according to Fair Housing<sup>5</sup> requirements that protect people 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.

**Fraud Protection and Quality Assurance:** Partner Agencies may collect additional information/documentation as needed, at their discretion, for program compliance, quality assurance, and/or to protect the City and County of Denver and partner Agencies from fraudulent activity.