SECOND AMENDATORY AGREEMENT

THIS SECOND AMENDATORY AGREEMENT ("Amendment") 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 Street, Garden Level Unit B, Denver, Colorado 80214 (the "Contractor"), individually a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into an Agreement dated June 8, 2023, as amended by that First Amendatory Agreement dated December 5, 2023, for the City to provide funding to the Contractor for a foreclosure financial assistance program that provides foreclosure prevention services to income qualified Denver households (the "Agreement"); and

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

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

1. All references to "Exhibit A" in the existing Agreement shall be amended to read "Exhibit A, A-1, and A-2, as applicable." The Scope of Work marked as Exhibit A-2 is attached and is incorporated herein by referenced into the Agreement.

2. Subsection 4.4.1. of the Agreement entitled "<u>Maximum Contract Amount</u>" is amended to read as follows:

"Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Six Hundred Twenty-Five Thousand Dollars and NO/100 (\$625,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A, A-1, or A-2**, as applicable. Any services performed beyond those in **Exhibit A, A-1**, **or A-2**, as applicable, are performed at Contractor's risk and without authorization under the Agreement."

3. A new Section 41 entitled "<u>COMPLIANCE WITH DENVER WAGE LAWS</u>" is hereby inserted into the Agreement as follows:

"41. <u>COMPLIANCE WITH DENVER WAGE LAWS</u>: To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections ball result in the penalties and other remedies authorized therein."

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

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

<u>Exhibit List</u>

Exhibit A-2 – Scope of Work

REMAINDER OF PAGE INTENTIONALLY BLANK

Contract Control Number:	HOST-202474424-02/202368182-02
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:

REGISTERED AND COUNTERSIGNED:

ATTEST:

By:

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number: Contractor Name:

HOST-202474424-02/202368182-02 BROTHERS REDEVELOPMENT, INC.

By:	Jeff Martinez

Name: Jeff Martinez
(please print)

Title: President (please print)

ATTEST: [if required]

By: _____

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

Brothers Redevelopment Inc.

HOST-202474424-02

I. INTRODUCTION

Period of Performance Start and End Dates: 06/01/2023 – 12/31/2024

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 \$25,000.00 for a total contract amount of \$625,000.00. Funding budgeted in 2023 does not roll over and may not be utilized in calendar year 2024. 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.

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

II. SERVICES DESCRIPTION

- A. List of Services to be provided by contractor
 - 1. BRI will utilize best practices when serving low-to-moderate income residents atrisk of housing instability with foreclosure prevention services.
 - 2. BRI will integrate into and coordinate with existing service delivery systems of foreclosure legal defense and foreclosure prevention programs in order to streamline qualified applicants' access to all available community resources.
 - 3. BRI will expand upon existing partnerships with housing stabilization service providers that will enhance homeowner resource delivery and avoid any duplication of services.
 - 4. 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.

B. Homeowner Eligibility:

- a. Eligible homeowners include those at 80% AMI or below for their household size.
- b. Qualified homeowners must demonstrate themselves as the legal owner of the home, that their home serves as their primary residence, and their residence has been verified as being located within the City and County of Denver.
- c. Homeowners must also demonstrate a current financial or other housing crisis to be eligible for financial assistance 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.
- d. 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).
- e. Proposed Application Prioritization:
 - i. Homeowners currently facing a pending foreclosure sale (I.e. an auction date has been set) and mortgage reinstatement is possible.
 - ii. Homeowners currently delinquent on mortgage payments and/or HOA fees/fines.
 - iii. Homeowners in income-restricted properties. If applicants in incomerestricted properties also fall within the categories above, their application will be prioritized as such.

C. Eligibility Determination:

- **a.** BRI will receive, review, and make final eligibility determinations on all applications submitted by Denver residents.
- **b.** Application review will include but is not limited to review of applicants' current financial or other housing crisis, verification that applicants' residence is within the City and County of Denver and serves as their primary residence, and that the household is at or below 80% Area Median Income (AMI) for their household size.
- **c.** BRI is responsible for collecting any additional documentation to verify an applicant's eligibility and communicating final eligibility determinations to the applicant.

D. Mortgage/HOA and Other Fee Assistance:

- a. For qualified applicants, BRI will issue payment to cure an applicant's past due mortgage, HOA fee balance or liens, and/or other judgements/liens as supported by written documentation up to the maximum assistance limits enforced by HOST.
- b. BRI will ensure that Mortgage/HOA Fee Assistance does not exceed \$20,000 per household. In cases where additional financial assistance may prevent involuntary displacement, BRI may use discretion to provide payment above this threshold, not to exceed to \$30,000 per household.
- c. 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 applicants' mortgage lender, HOA representative, Denver Office of the Clerk and Recorder, or Denver Sherriff's Department.

E. Resource Referral and Navigation

- 1. BRI will ensure that applicants have applied for loss mitigation with their mortgage lender or have otherwise engaged with a HUD-certified Housing Counseling agency. Respondents will also expeditiously connect applicants to all homeowner stabilization programs and resources available to Denver residents for which they are eligible including but not limited to:
 - a. State of Colorado Emergency Mortgage Assistance Program (EMAP)
 - b. Foreclosure Legal Defense Programs
 - c. Property Tax Relief Programs
 - d. 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)
 - e. Home Modification/Repair Programs
 - f. Home Share Programs
 - g. Denver Office of Financial Empowerment and Protection (OFEP)

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_s/story.html
 - b. The Executive Director or their delegate are required to complete and sign the "Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness" form biennially and submit to HOST.
- 3. Post the City and County of Denver's Anti-Discrimination Office signage in an area where information is available to staff and program participants.
- B. The City will:
 - 1. Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office in both <u>Spanish and English</u>.

IV. EQUITY ACCESS AND OUTCOMES

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

V. FUNDS WILL BE USED TO

A. 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	Year 2023	Year 2024
Assistance Program	6/1/2023 -12/31/2023	1/1/2024 - 12/31/2024
	\$300,000.00	\$325,000.00
Total Contract Amount	\$625,000.00	

VI. OBJECTIVE AND OUTCOMES

- A. **Objective:** Assist eligible households that are unable to pay mortgage, and other expenses related to foreclosure assistance.
- B. **Outcomes:** Provided financial assistance services to approximately 30 unduplicated households.

VII. REPORTING

- A. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15th day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.
- C. 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.
- D. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. Data Monitoring

A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.

- 1. Program data
 - a. Data sources
 - 1. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
 - 2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
 - 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: 105 Households proposed to be served each calendar year:

Year 1 (2023): 35

Year 2 (2024): 70

- 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

VIII. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

- 1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.
- 3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
- 4. Invoice request shall be completed and submitted on or before the 15th of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
- 5. Invoices shall be submitted to the HOST contractor online portal at https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests or by US Mail to:

Attn: Department of Housing Stability Financial Services Team 201 W. Colfax Ave. Denver CO 80202

C. 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. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
- 3. All Invoices for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
- 4. City and County of Denver Forms shall be used in back-up documents whenever required in the Invoice Processing Policy.
- 5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.

- 6. 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.
- 7. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

D. 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.

E. 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, familyrelated, 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.

F. General Reimbursement Requirements

- 1. <u>Invoices</u>: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
 - a. <u>Vendor Name</u>
 - b. Amount
 - c. Purpose
 - d. <u>Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)</u>
 - 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. <u>Mileage</u>: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the Invoice request.
- 3. <u>Cell Phone</u>: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
- 4. <u>Administration and Overhead Cost</u>: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
- 5. <u>Service Period and Closeout</u>: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

G. Budget Modification Requests

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

H. Contract Amendments

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

I. Financial Management Systems

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

- 1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
- 2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
- 4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
- 5. All HOST contracts will be subject to applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
- 6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
- 7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
- 8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
- 9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Invoicing Process.
- 11. The Contractor will be responsible for all Disallowed Costs.
- 12. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

J. 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.

K. 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.

L. 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.

M. 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.

N. Collection of Amounts Due

- 1. Any funds paid to a Contractor in excess of the amount to which the Contractor is determined to be entitled under the terms of the award constitute a debt to the City and County of Denver, if not paid within a reasonable period after demand HOST may:
 - a. makes an administrative offset against other requests for reimbursements.
 - b. withholds advance payments otherwise due to the Contractor; or
 - c. other action permitted by law.
- 2. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Invoicing Process.

IX. Budget

Contract Program Budget Summary

Contractor Name:	Brothers Redevelopm	ent Inc.	City Contract #:	HOST 20	2474424	
Project :	Financial Forclosure A	Assitsance Program				
Fiscal Term:	From:	1/1/2024	То:	12/31/2024		
Program/Fiscal Year:		2024				
Budget Category	Agency Total (All Funding Sources for Agency)	General - Stabiity HOST Funds 2024	Total Costs requested from HOST	Agency Total		Budget Narrative
Personnel: Job Title	Total	Amount	HOST Total	Amount	%	Dent diese hereite erste seitlichte eine hereit die der de Communite er die is
Foreclosure Prevention Processor	\$16.000	\$16,000	\$16.000	\$16.000		Part-time hourly- wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration Payroll and Fringe Benefits. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Navigation	\$0	\$0	\$0	\$0		Part-time hourly- wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration Payroll and Fringe Benefits. Short Description of position(s). Identify if position(s) are full-time or part-time and/or if salary or hourly rate.
Total Salary:	\$16,000	\$16,000	\$16,000	\$16,000	100.00%	
Fringe Benefits	\$5,240	\$5,240	\$5,240	\$5,240		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 see section Financial Administration E. Fringe Benefits.
Total Salary and Fringe Benefits:	\$21,240	\$21,240	\$21,240	\$21,240	100.00%	
Other Direct Costs	Total	Amount	Subtotal	Amount	%	
Foreclosure and HOA Assistance	\$301,636	\$301,636	\$301,636	\$301,636	100.00%	Direct Financial Foreclosure Prevention Assistance to Lenders, Servicers, and HOA adminstrators,
Total Other Direct Costs	301,636	\$301,636	\$301,636	\$301,636	100.00%	
Total Salaries, Fringe and Other Direct Costs	\$ 322,876.00	\$322,876.00	\$ 322,876.00	322,876	100.00%	
Indirect Costs						
Indirect Costs	\$2,124	\$2,124	\$2,124	\$2,124	100.00%	Indirect calculated 6.86% of Salaries, Fringe and Other Direct Costs
Grand Total	325,000	325,000	325,000	325,000	100.00%	