

**AGREEMENT**

**THIS AGREEMENT** (this “Agreement”), in two parts, Part I and Part II, is made and entered by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the “City”), and **COLORADO HOUSING ASSISTANCE CORPORATION**, a Colorado nonprofit corporation (the “Contractor”), whose address is 670 Santa Fe Drive, Denver, Colorado 80204.

**WITNESSETH**

**WHEREAS**, the City desires to provide funds to the Contractor for the Contractor to administer and provide a down payment assistance program; and

**WHEREAS**, the Contractor is ready, willing and able to provide such services;

**NOW THEREFORE**, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions in Part II of this Agreement, the parties agree as follows:

**PART I**

**1. SERVICES TO BE PROVIDED:** The Contractor agrees to diligently and professionally carry out the services and produce all the deliverables set forth in **Exhibit A**, entitled “Scope of Work,” in a lawful, satisfactory, and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Housing and Urban Development (“HUD”) or the City. Exhibit A is attached hereto and incorporated herein by this reference as if fully set forth herein. Changes to the services described in Exhibit A may be approved in writing by the Executive Director of the City’s Department of Housing Stability (“HOST”), or his or her designee, provided the changes do not (i) extend the term of this Agreement, (ii) increase the amount payable hereunder as identified in Section 3 below, or (iii) constitute a major modification of this Agreement under applicable federal law. In the event of any conflict between the terms and conditions contained in this document and those contained in Exhibit A which cannot be resolved so as to give effect to both or all provisions, then the terms and conditions contained in this document shall be deemed to be controlling over those in Exhibit A. All records, data, specifications and documentation prepared by the Contractor under this Agreement, when delivered to and accepted by the Director, shall become the property of the City.

**2. TIME OF PERFORMANCE:** This Agreement shall begin on January 1, 2021,

and end on December 31, 2023, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement. The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Community Development Block Grant (“CDBG”) funds or other CDBG assets, including program income.

**3. COMPENSATION:**

**A. Budget:** The City shall pay, and the Contractor shall accept as the sole compensation for services rendered and costs incurred and paid under the Agreement payment not to exceed the line budget amounts set forth in **Exhibit A**. The Contractor certifies the budget line items in **Exhibit A** contain reasonable allowable direct costs and allocable indirect costs in accordance with 2 C.F.R. 200, Subpart E. The City shall not allow claims for services furnished by the Contractor that are not specifically authorized by this Agreement.

**B. Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All the Contractor’s expenses are contained in the budget in **Exhibit A**. The City is not obligated to pay the Contractor for any other fees, costs, expenses, or charges of any nature that may be incurred and paid by the Contractor in performing services under this Agreement including but not limited to personnel, benefits, contract labor, overhead, administrative costs, operating costs, supplies, equipment, and out-of-pocket expenses.

**C. Invoicing:** The Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. Invoices shall be accompanied by documentation of expenses for which reimbursement is sought as well as other 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. Funds will be disbursed in appropriate monthly increments, upon receipt and approval of Contractor’s monthly invoices and any City required budget documents or reports. The Contractor’s invoices will include all appropriate supporting documentation that may be pertinent to the services performed or expenses incurred and paid under this Agreement. The Contractor’s invoices must identify costs and expenses incurred and paid in accordance with the budget contained in **Exhibit A**. Funds payable by the City hereunder shall be distributed to the Contractor on a reimbursement basis only for work performed and expenses incurred and paid during the prior month. Invoices submitted for payment must be received by the HOST as detailed in the attached **Exhibit A** or as directed. Invoices

submitted for services rendered that are submitted after such deadline are untimely and must be submitted separately to be considered for payment. Payment for such late-submitted invoices shall be made only upon a showing of good cause for the late submission. Timesheets must reflect the amount of time, in hours and quarter-hours, attributable to each activity performed under this Agreement. If the Contractor allocates allowable costs to more than one grant, project, or contract, then timesheets must further identify the allocation of allowable costs for each grant, project or contract.

**D. Timesheets:** Timesheets must reflect the amount of time, in hours and tenths of hours, attributable to each activity performed under this Agreement. The Contractor must not allocate costs billed to this Agreement to another federal award unless the City notifies the Contractor in writing that that the City has shifted costs that are allowable under two or more federal awards in accordance with existing federal statutes, regulations, or the terms and conditions of an applicable federal award. Each invoice requesting payment under this Agreement will contain the following certification, signed by an official who is authorized to legally bind the Contractor, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that this invoice is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of an applicable Federal award or the Federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

**E. Maximum Contract Amount**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Once 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 any services performed by the Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** or performed outside the Term are performed at the Contractor’s risk and without authorization under the Agreement.

(2) The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and the City Council, and paid into the City Treasury as an applicable cost under the CDBG Agreements referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibit A. The parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

(3) If, as a result of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs.

4. **RECORDS AND REPORTS:** Contractor will provide HOST with records and reports as further detailed in Exhibit A.

5. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor agrees not to refuse to hire, discharge, promote or demote, or to 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; and further agrees to insert the foregoing provision in all subcontracts hereunder.

6. **EMPLOYMENT WITH FUNDS:** In connection with the performance of work under this Agreement, the Contractor shall submit pertinent job availability information on each job or position created with the use of the funds provided hereunder to the Denver Economic Development & Opportunity agency in the workforce job system, [www.connectingcolorado.com](http://www.connectingcolorado.com) or other system as may be required.

**7. DEFENSE & INDEMNIFICATION:**

**A.** Contractor hereby 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 will defend any and all Claims which may be brought or threatened against City and will 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 shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall 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.

**8. CONTRACTOR’S 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 required 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 coverage. Contractor certifies that the certificate of insurance attached as **Exhibit B**, 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 INSURED:** For Commercial General Liability and Auto Liability, Contractor and subcontractor's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

**D. WAIVER OF SUBROGATION:** For all coverages, 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. CYBER LIABILITY:** The Contractor shall maintain Cyber Liability coverage with limits of \$1,000,000 per occurrence and \$1,000,000 policy aggregate covering claims involving privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security.

**J. ADDITIONAL PROVISIONS:**

(1) For Commercial General Liability and Excess Liability, the policies 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 or 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.

(2) 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.

(3) 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.

**9. REQUIRED BACKGROUND CHECKS:** The Contractor shall cooperate and comply with the Denver Economic Development & Opportunity’s “Background Checks Concerning Placement of Youth Participants Policy” for programs or services provided to youth under age 18.

**10. 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, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents,



papers and records related to Contractor's performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this paragraph shall require Contractor to make disclosures in violation of state or federal privacy laws. Contractor shall at all times comply with D.R.M.C. 20-276.

**11. COLORADO GOVERNMENTAL IMMUNITY ACT:** In relation to the Agreement, the City is relying upon and has not waived the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, C.R.S. § 24-10-101, *et seq.*

**12. 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.

**13. COUNTERPARTS OF THE AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which taken together shall constitute one and the same instrument.

**14. ASSIGNMENT AND SUBCONTRACTING:** The City shall not be obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting; and, in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named

shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

**15. NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**16. CONFLICT OF INTEREST:** The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12. This Agreement is further subject to the federal conflict of interest requirements set forth in Part II.

**17. STATUS OF CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

**18. CONDITIONS:**

**A.** This Agreement is subject to and incorporates herein the provisions attached hereto as Part II, General Conditions and all other attachments.

**B.** This Agreement is also subject to the Housing and Community Development Act of 1974, as amended, and regulations issued by HUD, 24 C.F.R. 570 et seq., and the CDBG Agreements entered into by and between the City and HUD. Additionally, this Agreement is subject to the City's Charter and all applicable City ordinances, as the same may be amended from time to time.

**19. FEDERAL PROVISIONS**

A. Any references to specific federal, state, or local laws or other requirements incorporated into this Agreement are not intended to constitute an exhaustive list of federal, state, and City requirements applicable to this Agreement. Applicable statutes, regulations and other documents pertaining to administration or enforcement of the services and all other applicable provisions of federal, state or local law are deemed to be incorporated herein by reference. Any revisions to such laws, provisions, or regulations shall automatically become a part of this Agreement, without the necessity of either Party executing any further instrument. The City may provide written notification to the Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions. Compliance with all statutes, regulations and other documents is the responsibility of the Contractor. The Contractor shall ensure that all subcontractors also comply with applicable laws. In particular, and not by way of limitation, the services shall be performed in strict compliance with all laws, executive orders, ordinances, rules, regulations, policies and procedures prescribed by the City, the State of Colorado, and the United States Government, and the following additional requirements contained herein. The Contractor acknowledges its responsibility to familiar itself with these and other applicable laws and regulations.

B. **Federal Funds Contingency:** The Contractor understands that this Agreement is funded, in whole or in part, with federal funds. The Contractor expressly understands and agrees that its rights, demands, and claims to compensation arising under this Agreement are contingent upon the City's receipt of such federal funds and the continued funding by the United States government and the State of Colorado. If such funds or any part thereof are not received, appropriated or allocated by the City, the City and the Contractor may mutually amend the Agreement, or the City may unilaterally terminate this Agreement. It is further acknowledged that as of the date of the execution of this Agreement, the total amount to be awarded to the City pursuant to this federal grant program ("Grant Program") may not have been fully determined, finalized, or paid. Should a reduction in City awarded funds under such Grant Program necessitate a reduction to the Contractor's award hereunder, then the City reserves the right to make a *pro rata* reduction affecting all agreements with the City under the City's Grant Program.

C. **Recovery of Incorrect Payments:** If, because of any audit or program review relating to the performance of the Contractor or its officers, agents or employees under this Agreement, there are any irregularities or deficiencies in any audit or review, then the Contractor

will, upon notice from the City, correct all identified irregularities or deficiencies within the time frames designated in the City's written notice. If corrections are not made by such date, then the final resolution of identified deficiencies or disputes shall be deemed to be resolved in the City's favor unless the Contractor obtains a resolution in its favor from the responsible official conducting the audit or review. In any event, the Contractor shall be responsible to indemnify and save harmless the City, its officers, agents and employees, from and against all disallowed costs. The foregoing in no way limits the Contractor's obligation to reimburse the City for any costs or expenses paid under this Agreement that have been determined to be unallowable or disallowed by the Federal Government, State Government, or the City in accordance with applicable federal laws, state laws, or the Charter, ordinances, rules, regulations, policies, and Executive Orders of the City and County of Denver. The closeout of a federal award does not affect the right of the federal agency, the State of Colorado, or the City to disallow costs and recover funds because of a later audit or other review.

**D. Client Records:** The use or disclosure by any party of any information concerning a client for any purpose not directly connected with the administration of the applicable award or this Agreement is prohibited except on written consent of the client, their attorney, or parent or guardian.

**E. Provisions Required in Subcontracts:** If the Contractor enters into any subcontracts or subgrant with other individuals or entities and pays those individuals or entities for such goods or services with federal or state funds, the Contractor shall include provisions in its subcontracts or subgrants regarding the federal and state laws identified or referenced in this Agreement. The Contractor retains full responsibility for complying with the terms of this Agreement whether the services are provided directly or by a subgrantee or subcontractor and for including all relevant terms in its subcontracts or subgrants.

**F. Mandatory Disclosures:** The Contractor shall disclose, in a timely manner, in writing to the City and the federal or state awarding agency, all violations of federal or state criminal law involving fraud, bribery, or gratuity violations potentially affecting the applicable award. The City, the State of Colorado, or the relevant federal agency may impose any penalties for noncompliance allowed under 2 C.F.R. Part 180, 2 C.F.R. § 200.338, and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**G. Grievance Policy:** The Parties desire to ensure that clients are being adequately informed over pending actions concerning their continued participation in the program or activity provided by the Contractor. Also, clients must be allowed adequate opportunity to communicate dissatisfaction with the facilities or services offered by the Contractor. To satisfy this requirement, the Contractor agrees to provide a written “Grievance Policy” as a mechanism to provide opportunities for the City and its clients to meaningfully communicate problems, dissatisfaction, and concerns and to establish procedures for resolution of grievances. The policy must be communicated to clients upon their initial receipt of services. The Contractor agrees that a formal “Grievance Policy” will be adopted by its governing body and submitted to the Director for approval at the Director’s discretion on or before the commencement of the term of this Agreement. Failure to provide an acceptable Grievance Policy shall constitute a material breach of this Agreement.

**H. Debarment:** The Contractor is subject to the prohibitions on contracting with a debarred organization pursuant to U.S. Executive Orders 12549 and 12689, Debarment and Suspension, and implementing federal regulations codified at 2 C.F.R. Part 180 and 2 C.F.R. Part 376. By its signature below, the Contractor assures and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall provide immediate written notice to the Director if it learns that its certification to enter into this Agreement was erroneous when submitted or has become erroneous by reason of changed circumstances. If the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the Contractor shall provide a written explanation to the City within thirty (30) calendar days of the date of execution of this Agreement. Furthermore, if the Contractor is unable to certify to any of the statements in the certification contained in this paragraph, the City may pursue all available remedies available to the City, including but not limited to terminating this Agreement immediately, upon written notice to the Contractor. The Contractor shall include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" in all covered transactions associated with this Agreement. The Contractor is responsible for determining the method and frequency of its determination of compliance with Executive Orders 12549 and 12689 and their implementing regulations. The Contractor is prohibited from hiring any

subcontractor to perform work under this Agreement that is currently debarred by the City or any other regulatory authority. The representation made in subparagraph A of this Section is a material representation of fact upon which reliance was placed when this transaction was entered into.

**I. Prohibited Transactions**

(1) **Interest of Contractor:** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest will be employed.

(2) **Members of Congress:** No member of or delegate to the Congress of the United States of America shall be admitted to any share or part hereof or to any benefit to arise from this Agreement.

(3) **Employees:** No officer or employee of either the City or the Contractor shall derive any unlawful personal gain, either by salary, fee payment or personal allowance, from his or her association with the other party to this Agreement. Any contractual provision that contravenes the provisions of this section shall be null and void. This section shall not prohibit an officer or administrator of one party to this Agreement from being reimbursed by the other party for actual, out-of-pocket expenses incurred on behalf of the other party.

(4) **Political Activity:** Without limiting the foregoing, the Contractor agrees that political activities are prohibited under this Agreement, and agrees that no funds paid to it by the City hereunder will be used to provide transportation for any persons to polling places or to provide any other services in connection with elections.

(5) **Byrd Anti-Lobbying:** If the Maximum Contract Amount exceeds \$100,000, the Contractor must complete and submit to the Agency a required certification form provided by the Agency certifying that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee.

**J. Nondiscrimination Provisions**

(1) **Nondiscrimination in Employment:** In carrying out its obligations under the Agreement, the Contractor and its officers, employees, members, and subcontractors hereby affirm current and ongoing compliance with 29 C.F.R. Part 37, Title VII of the Civil Rights

Act of 1964, The Americans With Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and all other nondiscrimination and equal employment opportunity statutes, laws, and regulations. The Contractor agrees not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. The Contractor will ensure that all qualified applicants are hired, and all employees are considered for promotion, demotion, transfer; recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, selection for training (including apprenticeship), or any other employment-related opportunities, without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status. The Contractor agrees to post notices affirming compliance with all applicable federal and state non-discrimination laws in conspicuous places accessible to all employees and applicants for employment. The Contractor will affirm that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, gender identity, sexual orientation, age, disability, political affiliation or belief, or veteran status in all solicitations or advertisements for employees placed by or on behalf of the Contractor, and the Contractor agrees to collect and maintain data necessary to show compliance with the nondiscrimination provisions of this section. The Contractor will incorporate these requirements in all its subcontracts.

(2) **Nondiscrimination in Program Participation:** The Contractor will comply with any and all applicable federal, state, and local laws that prohibit discrimination in programs and activities funded by this Agreement on the basis of race, color, national origin, sex, disability, and age including but not limited to Title VI of the Civil Rights Act of 1964 (Title VI), Section 504 of the Rehabilitation Act of 1973 (Section 504), the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 (ADA), Title IX of the Education Amendments of 1972, Title VII of the Civil Rights Act of 1964 (Title VII), the Age Discrimination in Employment Act (ADEA), the antidiscrimination provision of the Immigration Reform and Control Act of 1986 (IRCA), and the Equal Pay Act (EPA). Violations may be subject to any penalties set forth in said applicable laws and the Contractor agrees to indemnify and hold the City harmless from all claims, losses, or demands that arise under this paragraph. The Contractor

acknowledges the public policy requirement of the U.S. Dept. of Housing and Urban Development that persons participating in programs or otherwise receiving assistance under this Agreement will have equal access in accordance with the individual's gender identity pursuant to 24 C.F.R. Part 5.106. The Contractor shall submit to the Director, within fifteen (15) days of the Director's written request, copies of the Contractor's policies and procedures to administer programs and provide services, supports and assistance under this Agreement in a nondiscriminatory manner and to protect the privacy, health, safety, and security of all persons participating in programs or otherwise receiving assistance under this Agreement.

(3) **Access to Services for Persons with Limited English Proficiency:**

The Contractor shall comply with Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and its resulting federal guidance, which states that national origin discrimination includes discrimination based on limited English proficiency ("LEP"). To ensure compliance with Title VI, the Contractor must take reasonable steps to ensure that LEP persons have meaningful access to the Contractor's programs, services and activities. If the Contractor provides assistance to LEP individuals through the use of an oral or written translator or interpretation services, in compliance with this requirement, LEP persons shall not be required to pay for such assistance. The Contractor acknowledges the City's Office of Human Rights and Community Partnerships, Office of Sign Language Services (OSLS) oversees access for deaf and hard of hearing people to City programs and services. The Contractor will comply with all requirements and procedures of the OSLS, as amended, concerning the provision of sign language interpreter services for all services provided by the Contractor under this Agreement.

(4) **Faith Based Organizations and Sectarian Activities:** The

Contractor shall not engage in inherently religious activities, such as worship, religious instruction, or proselytizing as part of the programs or services funded under this Agreement.

**K. Additional Record and Audit Requirements**

(1) The Controller General of the United States of America or his authorized representative, any duly authorized representative of the State of Colorado, if applicable, shall, until the latter of five (5) years after the final payment under this Agreement, expiration of the applicable statute of limitations, or final resolution of any pending audit, whichever is longer, have access to and the right to examine any pertinent books, documents, papers and records of the Contractor involving transactions related to this Agreement. The right of



access includes timely and reasonable access to the Contractor's personnel for interview and discussion related to such documents.

(2) The Contractor shall keep true and complete records and shall annually furnish an accurate statement for the preceding calendar year, of all business transactions under this Agreement, which statement shall be certified by an authorized representative of the Contractor to be correct. The Contractor agrees to establish and maintain a system of bookkeeping satisfactory to the federal government, the State of Colorado, if applicable, or the City's Auditor. The Contractor further agrees to give any authorized representatives of the federal government, the State of Colorado, if applicable, or the City access during reasonable hours to such books and records. Any representative of the federal government, the State of Colorado, if applicable, or the City's Auditor shall have the right at any time, and from time to time, to audit all the books of account, bank statements, documents, records, tax returns, papers and files of the Contractor, related to this Agreement, whether prepared manually or electronically, and the Contractor, upon request, shall make all such matters available for examination. If said records exist in electronic form, the Contractor shall maintain a means of transferring said records to hardcopy form. The Contractor's obligation to retain the above records shall expire upon the latter of five (5) years, expiration of the applicable statute of limitations, or final resolution of any pending audit by the City, whichever is longer.

(3) The Contractor acknowledges that it is subject to all applicable regulations or guidance of the United States Office of Management and Budget including, but not limited to, all applicable laws, rules, regulations, policy statements, and guidance issued by the Federal Government (including the United States Office of Management and Budget), regarding audit requirements and access to records requirements. Non-profit organizations that expend \$750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. Chapter I, Chapter II, Parts 200, 215, 220, 225, and 230. "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Circular") and applicable federal regulations.

(4) The Contractor, the applicable federal agency, the Office of Counsel or Comptroller General of the United States, the State of Colorado, if applicable, or any of their duly authorized representatives shall, until three (3) years after final payment under this Agreement, have access to and the right to examine any of the City's directly pertinent books,

documents, papers, or other records involving transactions related to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

(5) The periods of access and examination above for records relating to (1) litigation or settlement of claims arising from the performance of this Agreement, or (2) costs, expenses, or payments under this Agreement to which the Contractor's statement for any period has been delivered to the City, State of Colorado, the applicable federal agency, the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

(6) The Contractor shall promptly submit to the City a copy of any final audit report of an audit performed on the Contractor records that relates to or affects this Agreement or the services provided, whether the audit is conducted by the Contractor or a third party. The Contractor shall allow the City to perform all monitoring required by the Uniform Guidance, based on the City's risk analysis of Contractor and this Agreement. Additionally, if the Contractor is required to perform a single audit under 2 C.F.R. 200.501, *et seq.*, then the Contractor shall submit a copy of the results of that audit to the City within the same timelines as the submission to the federal government.

**L. Additional Compliance:** The Contractor is required to comply with all anti-discrimination and drug-free workplace laws, and all laws governing research involving human subjects. If the Contractor is receiving federal funds under this Agreement the following federal laws, as amended and by way of illustration, may apply: Equal Opportunity Employer Executive Order, the Fair Housing Act, the Housing and Urban Development Act of 1965, the Uniform Relocation Act, Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Hatch Act, the Americans with Disabilities Act, the Deficit Reduction Act, the Federal Funding Accountability and Transparency Act of 2006, Rights to Inventions as stated in 37 C.F.R. Part 401, the Rehabilitation Act of 1973, the Housing and Community Development Act of 1974, the Age Discrimination Act, the Architectural Barriers Act, Title IX of the Civil Rights Act of 1964, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Violence Against Women Reauthorization Act of 2013, the Solid Waste Disposal Act, the Copeland "Anti-Kickback" Act, the Fair Labor Standards Act, the Contract Work Hours and Safety Standards Act, the Clean Air and Federal Water Pollution Control Act and other applicable Environmental Protection Agency regulations, the Byrd Anti-Lobbying Amendment, the Federal Energy Policy and Conservation

Act, the Federal Office of Management and Budget's Circulars and Uniform Guidance, the Single Audit Act of 1984, any prohibitions on telecommunications equipment or services as stated in 2 CFR 200.216, and the Debarment and Suspension Executive Orders. The Contractor must establish policies and procedures for procurement that comply with 2 C.F.R. 200.318, *et seq.*

**20. LEGAL AUTHORITY:**

**A.** Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

**B.** The person or persons signing and executing this Agreement on behalf of Contractor do hereby warrant and guarantee that he/she or they have been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

**C.** The City shall have the right, at its option to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to Contractor for any performance of the provisions of this Agreement in the event that the City has suspended or terminated this Agreement as provided in this Section.

**21. TERMINATION:** This Agreement may be terminated as provided in Part II.

**22. CONFIDENTIALITY:** Contractor agrees to ensure the confidentiality of the name of any individual assisted pursuant to this Agreement, and any other information regarding individuals receiving assistance.

**23. PUBLICATIONS/ANNOUNCEMENTS:** Contractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other marketing methods funded by HOST or publicizing activities funded by HOST shall first receive approval from HOST. In any event, all such publicizing activities must include the following statement: "The funding source for this activity is the City and County of Denver, Department of Housing Stability."

**24. CONTRACT MONITORING:** The Contractor shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Contractor's performance may be reviewed monthly, or more often, by the appropriate operational unit at HOST which has program

management responsibility. All records required to perform such monitoring shall be made available to the authorized HOST staff by the Contractor. All reports submitted by the Contractor shall be utilized as part of the evaluation of Contractor's performance hereunder. All reviews shall be conducted in accordance with internal HOST procedures. Procedures will be available to the Contractor prior to any review. The Contractor is further subject to a final program audit. The City Auditor reserves the right to select the audit firm. The Contractor shall provide all requested records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Contractor agrees to abide by the administrative procedures of HOST regarding the resolution of audit exceptions.

**25. ENFORCEMENT:** If the Contractor materially fails to comply with the terms of this Agreement, or the terms any other agreement between the City and Contractor, the City may take one or more of the following actions:

- A.** Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action.
- B.** Disallow (that is deny use of funds) all or part of the cost of the activity or actions not in compliance.
- C.** Wholly or partially suspend or terminate the current award for the Contractor's program.
- D.** Pursue any other remedies that may be legally available.
- E.** The City may also suspend or terminate this Contract, in whole or in part, if Contractor materially fails to comply with any term of this Contract, including if Contractor becomes delinquent to the City on loan, contractual, or tax obligation as due, or with any rule, regulations, or provisions referred to herein; and the City may declare the Contractor ineligible for any further participation in City funding, in addition to other remedies as provided by law. In the event there is probable cause to believe the Contractor is non-compliant with any applicable rules, laws, regulations, or Contract terms or City loan obligation, and only after the City provides a 30 day notice to cure that remains uncured by Contractor, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Contractor is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or to exercise the City's rights under any security interest arising hereunder.

**26. 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 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 the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor 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 subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the 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.

**27. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City terminating the Agreement or barring the Contractor from City facilities or from participating in City operations. The Contractor shall cooperate and comply with the provisions of 24 CFR Part 182 regarding a Drug-Free Workplace.

**28. 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 hereunder, 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.”

**29. 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 Department of Housing Stability  
City and County of Denver

201 West Colfax Avenue, Dept. 615  
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.

**30. 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.

**31. 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.

**32. 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.

**33. 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.

**34. 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.

**35. 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).

**36. PERSONAL INFORMATION AND DATA PROTECTION**

**A. “Data Protection Laws”** means (i) all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements relating in any way to the privacy, confidentiality or security of Personal Information (as defined below); and (ii) all applicable laws and regulations relating to electronic and non-electronic marketing and advertising; laws regulating unsolicited email communications; security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Personal Information; laws imposing licensing requirements; laws and other legislative acts that establish procedures for the evaluation of compliance; and all other similar applicable requirements. Further, and not by way of limitation, the Contractor shall provide for the security of all city data, and Personal Information if applicable, in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the most recently promulgated IRS Publication 1075 for all Tax Information, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, (iv) the Colorado Consumer Protection Act. § 6-1-101 *et seq.*, C.R.S., (v) the Children’s Online Privacy Protection Act (COPPA) 15 U.S.C. § 6501, *et seq.*, (vi) the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232(g), (vii) § 24-73-101, *et seq.*, C.R.S., and (viii) Colorado House Bill 18-1128.



**B. “Personal Information”** means all information that individually or in combination, does or can identify a specific individual or from which a specific individual can be identified, contacted, or located. Personal Information includes, without limitation, name, signature, address, e-mail address, telephone number, social security number (full or partial), business contact information, date of birth, national or state identification numbers, bank account number, credit or debit card numbers, and any other unique identifier or one or more factors specific to the individual’s physical, physiological, mental, economic, cultural, or social identity.

**C. Compliance with Law and Regulation:** The Contractor confirms and warrants that it complies with all applicable Data Protection Laws relating to the collection, use, disclosure, and other processing of Personal Information and that it will perform its obligations under this Agreement in compliance with them. This section will survive the termination of this Agreement.

**D. Software Programs; Security of Personal Information and access to Software Programs:** The Contractor will use the software programs designated by the City to collect, use, process, store, or generate all data and information, with or without Personal Information, received as a result of the Contractor’s services under this Agreement. The Contractor will fully comply with all requirements and conditions associated with the use of said software programs as provided by the City. In addition, the Contractor will establish and maintain data privacy and information security policies and procedures, including physical, technical, administrative, and organizational safeguards, in order to: (i) ensure the security and confidentiality of Personal Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Personal Information; (iii) protect against unauthorized disclosure, access to, or use of Personal Information; (iv) ensure the proper use of Personal Information; and (v) ensure that all employees, officers, agents, and subcontractors of the Contractor, if any, comply with all of the foregoing. The Contractor shall also provide for the security of all Personal Information in accordance with all policies promulgated by Denver Technology Services, as amended, and all applicable laws, rules, policies, publications, and guidelines including, without limitation: (i) the Children’s Online Privacy Protection Act, (ii) § 24-73-101, *et seq.*, C.R.S., and (iii) Colorado House Bill 18-1128. The Contractor shall submit to the Director, within fifteen (15) days of the Director’s written request, copies of the Contractor’s policies and procedures to maintain the confidentiality of Personal Information to which the Contractor has access.

**E. Confidentiality; No Ownership by the Contractor:** Unless otherwise permitted expressly by applicable law, all Personal Information collected, used, processed, stored, or generated as the result of the services to be provided under this Agreement will be treated by the Contractor as highly confidential information. The Contractor will have no right, title, or interest in any Personal Information or any other data obtained or supplied by the Contractor in connection with the services to be provided under this Agreement. The City shall own all information, and other work product, with or without Personal Information, developed or obtained by the Contractor pursuant to this Agreement (“City Work Product”). The Contractor has an obligation to immediately alert the City if the Contractor’s security has been breached or if the Contractor is aware of any unauthorized disclosure of Personal Information. This Section will survive the termination of this Agreement.

**F. Contractor Use of Personal Information and City Work Product:** The Contractor will take all necessary precautions to safeguard the storage of Personal Information and City Work Product including without limitation: (i) keep and maintain Personal Information and City Work Product in strict confidence and in compliance with all applicable Data Protection Laws, and such other applicable laws, using such degree of care as is appropriate and consistent with its obligations as described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (ii) use and disclose Personal Information or City Work Product solely and exclusively for the purpose of providing the services hereunder, such use and disclosure being in accordance with this Agreement, and applicable law; (iii) not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information or City Work Product for the Contractor’s own purposes or for the benefit of anyone other than the City without the prior written consent of the City and the person to whom the Personal Information pertains; and (iv) not engage in “data mining” of Personal Information or City Work Product except as specifically and expressly required by law or authorized in writing by the City. This Section will survive the termination of this Agreement.

**G. Employees and Subcontractors:** The Contractor will ensure that, prior to being granted access to Personal Information or City Work Product, Contractor Staff who perform work under this Agreement have all undergone and passed criminal background screenings; have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all data protection provisions of this Agreement; and possess all qualifications

appropriate to the nature of the employees' duties and the sensitivity of the data they will be handling. Only those Contractor Staff who have a direct need for Personal Information, City Work Product, or Confidential Information shall have access to any information provided to the Contractor under this Agreement. Prior to allowing any Contractor Staff to access or use any Personal Information, City Work Product, or Confidential Information, the Contractor shall require any such Contractor Staff to review and agree to the usage and access terms outlined in this Agreement. The Contractor will inform its Contractor Staff of the obligations under this Agreement, and all requirements and obligations of the Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement. The Contractor shall not disclose Personal Information, City Work Product, or Confidential Information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement. Unless the Contractor provides its own security protection for the information it discloses to a third-party service provider, the Contractor shall require the third party service provider to implement and maintain reasonable security procedures and practices that are appropriate to the nature of the Personal Information, City Work Product, or Confidential Information disclosed and reasonably designed to protect Personal Information, City Work Product, or Confidential Information from unauthorized access, use, modification, disclosure, or destruction. This Section will survive the termination of this Agreement.

**H. Loss of Personal Information or City Work Product:** In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Personal Information or City Work Product, the Contractor will, as applicable: (i) notify the affected individual and the City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (ii) cooperate with the affected individual and the City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the affected individual or the City; (iii) in the case of Personal Information and if required by applicable law, at the affected individual's sole election: (A) notify the affected individuals in accordance with any legally required notification period; or, (B) reimburse the affected individual for any costs in notifying the affected individuals; (iv) in the case of Personal Information and if required by applicable law, provide third-party credit and identity monitoring services to each of the affected individuals for the period required to

comply with applicable law; (v) perform or take any other actions required to comply with applicable law as a result of the occurrence; (vi) indemnify, defend, and hold harmless the City and the affected individual for any and all claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from the City or the affected individual in connection with the occurrence; (vii) be responsible for recovering lost data and information in the manner and on the schedule set forth by the City without charge to the affected individual, and (viii) provide to the City and the affected individual a detailed plan within ten (10) calendar days of the occurrence describing the measures the Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, will comply with applicable law, be written in plain terms in English and in any other language or languages specified by the affected individual, and contain, at a minimum: (i) name and contact information of the Contractor's representative; (ii) a description of the nature of the loss; (iii) a list of the types of data involved; (iv) the known or approximate date of the loss; (v) how such loss may affect the affected individual; (vi) what steps the Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; (vii) contact information for major credit card reporting agencies; and (viii) information regarding the credit and identity monitoring services to be provided by the Contractor. This Section will survive the termination of this Agreement.

**I. Data Retention and Destruction:** Using appropriate and reliable storage media, the Contractor will regularly backup all City Work Product and Personal Information used in connection with this Agreement and retain such backup copies consistent with the Contractor's data retention policies. Upon termination of the Agreement, at the City's election, the Contractor will either securely destroy or transmit to City the City Work Product in an industry standard format. Upon the City's request, the Contractor will supply City a certificate indicating the records disposed of, the date disposed of, and the method of disposition used. With respect to City Work Product controlled exclusively by the Contractor, the Contractor will immediately preserve the state of the Personal Information or City Work Product at the time of the request and place a "hold" on Personal Information or City Work Product destruction or disposal under its usual records retention policies of records that include Personal Information or City Work Product, in response to an oral or written request from City indicating that those records may be relevant to litigation that City reasonably anticipates. Oral requests by City for a hold on record destruction will be

reduced to writing and supplied to the Contractor for its records as soon as reasonably practicable under the circumstances. The City will promptly coordinate with the Contractor regarding the preservation and disposition of these records. The Contractor shall continue to preserve the records until further notice by the City. This Section will survive the termination of this Agreement.

**J. No Other Databases:** The Contractor will not establish or maintain a separate database containing Personal Information or City Work Product to provide the services under the Agreement. This Section will survive the termination of this Agreement.

**K. Data Transfer Upon Termination:** Upon termination or expiration of this Agreement and the City's request, the Contractor will ensure that all Personal Information and City Work Product is securely transferred to the City, or a party designated by the City, within thirty (30) calendar days. The Contractor will ensure that the data will be provided in an industry standard format. The Contractor will provide the City with no less than ninety (90) calendar days' notice of impending cessation of its business or that of any the Contractor subcontractor and any contingency plans in the event of notice of such cessation. In connection with any cessation of the Contractor's business with its customers, the Contractor shall implement its contingency and/or exit plans and take all reasonable actions to provide for an effective and efficient transition of service with minimal disruption to the City. The Contractor will work closely with its successor to ensure a successful transition to the new service or equipment, with minimal downtime and effect on the City, all such work to be coordinated and performed in advance of the formal, final transition date mutually agreed upon by the Contractor and the City. This Section will survive the termination of this Agreement.

**L. Personal Information Protection:** If the Contractor receives Personal Information under this Agreement, the Contractor shall implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information and the nature and size of the Contractor's business and its operations. The Contractor shall be a "Third-Party Service Provider" as defined in C.R.S § 24-73-103(1)(i), and shall maintain security procedures and practices consistent with C.R.S §§ 24-73-101 *et seq.* Unless the Contractor agrees to provide its own security protections for the information it discloses, the Contractor shall require all its subcontractors, employees, agents, and assigns to implement and maintain reasonable written security procedures and practices that are appropriate to the nature of the Personal Information disclosed and reasonably designed to help protect Personal Information subject to this

Agreement from unauthorized access, use, modification, disclosure, or destruction. The Contractor and its subcontractors, employees, agents, and assigns that maintain electronic or paper documents that contain Personal Information under this Agreement shall develop a written policy for the destruction of such records by shredding, erasing, or otherwise modifying Personal Information to make it unreadable or indecipherable when the records are no longer needed.

**37. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties 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.

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

**39. 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.

**40. 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.

**41. 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.

Exhibit A: Scope of Services  
Exhibit B: Certificate of Insurance  
Part II

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]**

**Contract Control Number:** HOST-202057141-00  
**Contractor Name:** COLORADO HOUSING ASSISTANCE CORPORATION

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

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

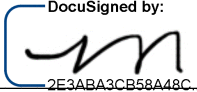
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By:

\_\_\_\_\_

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

HOST-202057141-00  
COLORADO HOUSING ASSISTANCE CORPORATION

By:  *Michelle Mitchell*  
2E3ABA3CB58A48C...

Name: Michelle Mitchell  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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



**SCOPE OF SERVICES (Federal)****DEPARTMENT OF HOUSING STABILITY  
DIVISION OF HOUSING**

**PROJECT NAME:** CPS No. 04 – Homeowner Assistance  
**ACTIVITY NAME:** Colorado Housing Assistance Corporation  
**2021-2023 CDBG Subaward**  
**HOST-202057141**

**Federal Award ID (FAIN) #:** B-21-MC-08-0005  
**Federal Award Date:** Anticipated June 2021  
**Federal Awarding Agency:** U.S. Housing and Urban Development (HUD)  
**Pass-Through Entity:** City and County of Denver  
**Awarding Official:** Dept. of Housing and Urban Development (HUD)  
Community Planning and Development  
Region VIII  
1670 Broadway Street  
Denver CO 80202-4801

**I. INTRODUCTION**

**Subaward Period of Performance Start and End Dates:** 1/1/2021 – 12/31/2023

**Federal Subaward Project Description:**

The purpose of this contract agreement is to provide a Community Development Block Grant (CDGB) Subaward up to \$1,350,000 through the Department of Housing Stability. These funds will be provided to the Colorado Housing Assistance Corporation to be utilized to provide down payment assistance to low/moderate Denver County households. This award is not for Research and Development (R&D).

<b>Funding Source:</b>	<b>Amount:</b>		
<input checked="" type="checkbox"/> CDBG	\$1,350,000	<b>CFDA #</b> 14.218	<b>Name:</b> CDBG - Entitlements

<b>CDBG Matrix Code:</b>	<u>13 (Direct Homeowner Assistance)</u>
<b>CDBG Eligible Activity:</b>	<u>570.201(n): Homeownership Assistance: CDBG funds may be used to provide direct homeownership assistance to low-and moderate-income households in accordance with Section 105(a) of the Act.</u>
<b>Accomplishment Type:</b>	<u>04 - Households</u>
<b>Proposed Number of outcomes:</b>	<u>120 unduplicated households (40 unduplicated households per program year)</u>
<b>CDBG HUD National Objective</b> (include brief excerpt from regulation):	LMH 570.208(a)(3): Activities benefiting low-and moderate-income persons – Housing activities.
<b>Sub-awardee Organization:</b>	Colorado Housing Assistance Corporation
<b>EIN#:</b>	<u>74 2229383</u>
<b>DUNS#:</b>	<u>149 360 935</u>
<b>CCR (Central Contractor Registration) Expiration Date:</b>	<u>07/28/2021</u>
<b>Address:</b>	<u>670 Santa Fe Drive - Denver, CO 80204-4427</u>
<b>Contact Person:</b>	<u>Michelle Mitchell, President</u>
<b>Phone:</b>	<u>303-572-9445</u>
<b>Email:</b>	<u>MichelleM@chaconline.org</u>

**Organization Type:**

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

**CDBG Contractor Relationship:**

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

**Council District(s):** CW **Neighborhood(s):** CW **Census Block(s):** CW  
(only required for Low Mod Area)

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

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

1. In the business or organization's preceding completed fiscal year, the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) received: (1) 80 percent or more of annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements:  
 Yes  No  
**If YES, continue to statement 2.**

2. The public has access to information about the compensation of the executives in the business or organization (the legal entity to which this specific CCR record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986:  
 Yes  No  
**If YES, stop here. If NO, continue to statement 3.**

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

Program income (of any type, e.g., fees) will be generated by this activity.  Yes  No  
Contract will be funding architectural, engineering or other project soft cost.  Yes  No  
If yes, final project 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**

1. **Description of Activity:** To provide homeownership counseling and education to first time homeowners with low/moderate incomes (not to exceed 80% AMI) seeking to purchase homes in the City and County of Denver. Additionally, service and utilize repayment of the loans for additional down payment assistance. No associated fees (such as loan servicing, origination, or other fees) may be charged in conjunction with the issuance of down payment assistance and closing costs.

**Program Requirements and Responsibilities (2 CFR 200.331(a)(2))****A. Down Payment and Closing Cost Assistance**

1. Provide down payment and closing cost assistance to qualifying households who purchase a home in Denver County using the following guidelines:
  - Eligible home buyers must commit at least \$1,000 of their own or other cash resources.
  - The amount necessary to cover required down payment and closing costs may be provided but may not exceed:
    - 50% of the down payment amount and closing costs (including prepaids)
    - 5% of the purchase price for all other homes, or \$15,000, whichever is less.
  - Allowable closing costs include, but are not limited to, prepaid costs, title insurance, settlement fees, recording fees, real estate taxes due at settlement, state documentary stamp and intangible taxes, wire and courier charges, appraisal costs and land surveys.
2. Property Requirements: The purchase price of the home may not exceed 95% of the Denver-area median purchase price for existing and new construction, as published by the Department of Housing & Urban Development. Unit must be owner occupied.
3. Review Good Faith Estimates provided by participants' first mortgagees to ensure that mortgages are affordable<sup>1</sup> to the homebuyers and are amortized with payments of principal and interest over fixed terms and with fixed interest rates that are comparable to current market rates for the homebuyer's credit profile.
4. Refer participants to Colorado licensed lenders and real estate brokers who have knowledge of special programs that assist first-time and low-income home-buyers and that provide amortized fixed rate, fixed term loans (no ARMS, interest only, balloons, excess fees, or other exotic/non-traditional mortgages). Homebuyers may use a licensed lender of their choice provided that the loan terms meet the requirements contained herein.
5. Prior to receiving down payment assistance, participants must attend a housing counseling class offered by any HUD-certified housing counseling agency in or outside of Denver. Attendance must be confirmed and verified.
6. Refer participants to other programs that offer home-buying services, such as credit counseling, financial planning and other similar programs as necessary.
7. Certify income of participants in accordance with 24CFR5.609 to receive assistance and collect other demographic information by having participants complete the STATEMENT OF INCOME AND DEMOGRAPHIC INFORMATION form, which will be provided by HOST.
8. Conduct follow-up survey with participants who purchased homes following receipt of assistance. At least 25% of the participants will be surveyed after six months of their home closing dates via telephone, U.S. postal service, e-mail or on-line. Bi-lingual surveys will be made available. The survey shall determine if the owners are able to maintain timely monthly

<sup>1</sup> General Guidelines include monthly PITI, PMI and HOA fees should not be more than 35% of the households' monthly gross income. Contractor may deviate from these guidelines at its discretion if it can be documented that it was reasonable to do so.<sup>1</sup>

## Exhibit A

- mortgage payments, maintain upkeep of the exterior and interior of the property and able to make necessary repairs. It will also ascertain if any units have been subject to foreclosure.
9. Develop partnerships and maintain relationships with like agencies to enhance programs and avoid duplication of services.
  10. Prior to commitment of funding (before any contracts are signed to provide down payment assistance to homebuyers), an environmental review that results in a determination that the property is in compliance with the National Environmental Policy Act will be conducted by HOST staff.
  11. Ensure audited financials include a separate line item for this program.
  12. Any program income must be deposited into a separate account, tracked and reported to HOST.
  13. The home must undergo a property inspection by qualified property inspector. The condition of the property must meet applicable inspection standards, as defined by the United States Department of Housing and Urban Development, and applicable lead-based paint regulations complied with prior to closing.
  14. Loan Requirements: The amount of down payment assistance may not exceed \$15,000 per income eligible household and each household's aggregate mortgage payments should not exceed 35% of gross household income.<sup>2</sup>
  15. Prohibition of Fees: No associated fees may be charged in conjunction with the issuance of down payment assistance and closing costs. Prohibited fees include loan servicing, origination, or other fees related to the cost of administering the program.
  16. Maintain client files that include the following required documentation:
    - a. Income qualification worksheets and 2 months of source documentation for each household member, not to exceed 6 months prior to the funding commitment date. Income documentation must clearly illustrate the source documentation and calculations used to determine the household income.
    - b. Closing cost and loan breakdown documentation, specifically outlining the covered costs and down payment assistance in the homebuyer loan. The loan must not cover more than 50% of the down payment. Closing costs may be covered in accordance with section II.1.A.1 above. File documentation will clearly denote that the homebuyer loan is in accordance with these guidelines.
    - c. Housing quality inspection and visual assessment reports, as completed by the City and County of Denver or any other provider.  
Lead-based paint compliance documentation, including signed notification/receipt of the lead-based paint disclosure pamphlet by homebuyers purchasing homes constructed pre-1978.
  17. Recapture Agreements: A Recapture Agreement ("Agreement") must be recorded with the Denver Clerk and Recorder's Office to secure the property/collateral for the required affordability period for each transaction to reflect the 5 year recapture period in conjunction with the receipt of CDBG CHAC down payment assistance issued. CHAC will also execute a Promissory Note and record a Deed of Trust with the Denver Clerk and Recorder's Office to further secure the property until the CHAC loan is paid in full.

<sup>2</sup> General guidelines include monthly PITI, PMI and HOA fees should not be more than 35% of the household monthly gross income and back end ratios should not exceed 45%.

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18. CHAC must monitor compliance of CDBG requirements for the period of affordability outlined in the Recapture Agreements through annual monitoring of ownership and occupancy.

Note: No other loan terms other than those detailed above are allowable or acceptable under this program

**B. Loan Servicing Option:**

1. Provide ongoing loan servicing for all homebuyer loans under this program, including, but not limited to, collecting payments, providing amortization schedules, mailing of late/default notices, mailing year-end tax statements, etc., Program income may be utilized from loan repayments to issue additional loans (loan terms stated herein shall apply) until further notice from the City and County of Denver. However, all additional loans issued from repayments must continue to be reported to the City and County of Denver until loans have been repaid.
2. All loans must be amortized over 30 years. The following loan terms must be offered to homebuyers:
  - Repayment beginning one month after closing with an interest rate of 2% over a 30-year repayment period, or
  - Five-year deferral period with an interest rate of 0% during the deferral period and 6% interest rate during a 25-year repayment period, or
  - For homes purchased with a Denver deed restriction that restricts resale price of homes and the income of purchasers: Loan amount is the lesser of 5% of the sales price or \$15,000; interest rate of 0% for 30 years; all payments deferred for 5 years
  - The amount of down payment assistance may not exceed 50% of the down payment cost and closing costs (including prepaids).
3. **Non-Loan Servicing Option:** Applicants may forgo the loan servicing option and may instead offer repayment of the assistance at the time of title transfer-this includes reassignment of Deed and refinancing. The assistance must be paid in full at the time of transfer and the interest rate will be 0%.

**C. HOST DPA Outcome:**

1. The amount of down payment assistance may not exceed \$15,000 per income eligible household and each household's aggregate mortgage payments should not exceed 35% of gross monthly household income. <sup>2</sup>
2. **Funds will be used to:** Fund costs related to program delivery and costs identified in associated Budget documents and this document – such as issuance of down payment assistance (and associated eligible processing costs) and personnel costs.
3. **Implementation Plan and Timeline: 1/1/2021 – 12/31/2023**  
The following table outlines the implementation plan and timelines for this contract.

Task	Projected Beginning & End Dates
Marketing & Referrals	1/1/21 – 12/31/2023

Exhibit A

Issuance of down payment and closing cost assistance	1/1/21 – 12/31/2023
Loan servicing	1/1/21 – 12/31/2023
Participant in 2021 annual monitoring and performance evaluation	1/1/2021-12/31/2021
Participant in 2022 annual monitoring and performance evaluation	1/1/2022-12/31/2022
Participant in 2023 annual monitoring and performance evaluation	1/1/2023-12/31/2023

**4. Objective & Outcome and Indicators**

**Objective (select one)**

- Enhance Suitable Living Environment
- Create Decent Housing
- Promote Economic Activity

**Outcomes (select one)**

- Availability/Accessibility
- Affordability
- Sustainability

**Indicators**

The following indicators will be used to measure the success of the contract/activity. [See note end of page](#)

Indicators – must be measurable	
HUD Indicators:	
Money Leveraged	\$8,773,050 (\$2,924,350 /program year)
Number of proposed outcomes (from 1 <sup>st</sup> page)	120 (40/program year)
Income Levels of people/family	Low/Mod Households (80% AMI or below) as determined by 24 CFR 5.609; to be reported on monthly progress reports
Race and Ethnicity	To be reported on monthly progress reports

Specific Indicators: Specific to this particular scope of work		
<b>Down Payment Assistance:</b>		
	# of households receiving DPA from 2021-2023 contract:	120 (40/program year)
	# of households who received a portion of DPA from program income – i.e. payments received on previous loans:	4
<b>Housing Counseling:</b>		
	# of households receiving housing counseling:	50
<b>Survey:</b>		
	Conduct follow up survey to determine if owners are able to maintain mortgage payments and upkeep of home <input type="checkbox"/> <input type="checkbox"/> 25% surveyed six months after closing in 2021 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> must be surveyed within six months of closing in 2021 <input type="checkbox"/> <input type="checkbox"/> May be surveyed by telephone, U.S. postal mail service, e-mail or on-line (include bi-lingual option)	

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<input type="checkbox"/>	<input type="checkbox"/>	Include # of households that have foreclosed	
<b>Referrals</b>			
		# of households referred to licensed lenders & brokers;	70
		# of households referred to other programs:	24
<b>Marketing</b>			
		# of licensed lenders & brokers sent marketing materials:	500
		# of households sent marketing materials:	700

<b>Specific Indicators: Specific to this particular scope of work (continued)</b>			
<b>Partnerships</b>			
		# of like agencies (and provide list of) partnered with to enhance program delivery and avoid duplication of services:	10
<b>External Outreach Activities</b>			
		# of external homeownership activities attended:	10

<b>Department of Housing Stability Development Outcomes (To be reported on the Outcome and Performance Measurement Report):</b>			
		<ul style="list-style-type: none"> <li>Loans will not exceed \$15,000 per household for income qualified buyers to acquire for sale units. The aggregate monthly mortgage payments should not exceed 35% of the monthly gross household income.</li> <li><sup>3</sup>See Footnote below.</li> </ul>	

**III. Roles and Responsibilities for Both Parties**

- A. Contractor will:
- Work with City to host any city-designated sensitivity training on an annual basis.
  - 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.
- B. The City will:
- Provide signage that includes information about the City and County of Denver's Anti-Discrimination Office.

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

<sup>3</sup> General guidelines include monthly PITI, PMI and HOA fees should not be more than 35% of the household monthly gross income and back end ratios should not exceed 45%.

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**V. Budget**

Please refer to the Program Budget and Cost Allocation Plan Summary (CAP) and budget narrative for a detailed estimated description and allocation of funds.

Organization receives income from operations.  Yes  No  
If Yes, describe: Program Income from Loan Payments

Non-personnel costs are being funded.  Yes  No  
If Yes, describe: Down Payment Assistance

**VI. Reporting**

- A. Data collection is required and must be completed demonstrating eligibility and progress toward meeting the indicators contained in this Scope of Work. Disbursement of funds is contingent based on the ability to collect the required information.
- B. Contractor will submit reports via the online portal provided to the contractor (unless otherwise specified). Reports will be due on the **15<sup>th</sup> day of the month** following the end of the reporting period unless otherwise specified. Reports will contain information about the reporting period as selected below for this contract.
- C. The portal provides the Contractor with an online form in which to enter data for the reporting period. Supplemental forms and information may be required by HOST. The online portal and any supplemental requirements provide HOST with the quantitative and qualitative information necessary to determine Contractor's progress towards meeting the indicators contained in this Scope of Work. Submitted forms will be reviewed by the designated Program Officer for completeness, clarity and accuracy.
- D. Upon execution of this contract, HOST will provide a user guide for using the portal along with the required login information. Prior to the due date for the first required report, HOST shall provide training as needed or requested by the Contractor to support the online portal.
- E. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- F. **INDICATORS**
  1. HOST Required
    - a. Qualitative narrative report on program successes and challenges
    - b. Participant success stories
    - c. Money Leveraged (Funds by source)
    - d. Number of Households served:
      - i. Households proposed to be served over contract term: **120 unduplicated households served over the three-year period. 40 unduplicated households per program year.**
      - ii. Total households served this report period
      - iii. Unduplicated households served this report period
      - iv. Unduplicated households served contract period to date
    - e. Number of households served who are experiencing homelessness
    - f. Number of households by race and ethnicity of head of household:
    - g. Number of households that include someone age 62 and older
    - h. Number of households that include a person with a disability
    - i. Income Levels of people/family: \*optional for Homelessness Resolution program types that do not require income collection (e.g., shelter)
  2. Specific to this Scope of Work
    - a. Number and type of proposed outcomes



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- b. Additional household characteristics:
  - i. Number of households living in or coming from subsidized housing (for HUD funded only)
  - ii. Age of head of household
  - iii. Number of households by gender of head of household
  - iv. Household size

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

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

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

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

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

CDBG funded contracts:

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

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

HOST has a form entitled "STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS" that may be used to collect income and demographic information. Contractor's intake form may be used if it collects the same information required in the "STATEMENT OF HOUSEHOLD INCOME/DEMOGRAPHICS" form, including signature of the client or applicant. This information must be retained and made available to HOST staff or designee when on-site file reviews are conducted to determine client eligibility.

**VII. FINANCIAL ADMINISTRATION**

**A. Compensation and Methods of Payment**

- 2. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 3. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with HOST policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense.
- 4. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
- 4. Invoices and reports shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered 100% of the time. Contractor shall use HOST's preferred invoice template, if requested. HOST Financial Services may require a Cost

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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 HOST at [hostap@denvergov.org](mailto:hostap@denvergov.org) or by US Mail to:  
Attn: Department of Housing Stability  
Financial Services Team  
201 W. Colfax Ave.  
Denver CO 80202

**B. 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. Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require notification to HOST program staff and upon approval may be submitted with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.
3. The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST no sooner than 30 days of contract agreement start date and prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.
5. Budget modification requests are limited to two per each fiscal year of a contract agreement term budget modifications may be submitted per contract year. Exceptions to this limit may be made by the HOST Executive Director or their designee.

**C. Vouchering Requirements**

1. In order to meet Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to HOST in order to be paid. Expenses cannot be reimbursed until the funds under this contract have been encumbered.
2. No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
3. All vouchers for all Agreements must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout.
4. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
5. For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Part 200 applicable to the organization incurring the cost will be reimbursed.
6. The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the 15<sup>th</sup> day of the following month for expenses incurred in the prior month. The request for reimbursement should include:

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- a. Amount of the request in total and by line item;
  - b. Period of services for current reimbursement;
  - c. Budget balance in total and by line item;
  - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
7. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
  8. The standardized HOST "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

**D. Payroll**

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

**E. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary -less pre-tax deductions, if applicable, paid under this contract. Fringe benefits may also include medical plans, retirement plans, worker's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by: 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

**F. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were

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provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.

2. Mileage: A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
3. Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
4. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.
5. Service Period and Closeout: All reimbursed expenses must be incurred during the time period within the contract. The final payment request must be received by HOST within thirty (30) days after the end of the service period stated in the contract.

#### **G. Program Income**

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

#### **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,

## Exhibit A

outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.

3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. For contracts subject to Federal Agreements, applicable OMB Omni Circular cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 2 CFR 200.
8. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
9. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
10. The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to Budgeting and Cost Allocation Plans, and Vouchering Process.

## I. Audit Requirements

1. For Federal Agreements subject to 2 CFR 200, a copy of the final audit report must be submitted to the HOST Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the period audited.
2. A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with 2 CFR 200. If the management letter is not received by the subrecipient at the same time as the Reporting Package, the Management Letter is also due to HOST within thirty (30) days after receipt of the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to HOST funding, the Contractor shall prepare and submit a Corrective Action Plan to HOST in accordance with 2 CFR 200 for each applicable management letter matter.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Contractor will be responsible for all Questioned and Disallowed Costs.

## Exhibit A

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

**J. Procurement**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
3. 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. Bonding**

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

**L. Records Retention**

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

**M. Contract Close-Out**

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

**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 Federal Government and the City. If not paid within a reasonable period after demand HOST may: 1) make an administrative offset against other requests for reimbursements; 2) withhold advance payments otherwise due to the Contractor; or 3) other action permitted by law.

**VIII. Program Budget and Cost Allocation Plan Summary**

### Program Budget and Cost Allocation Plan Summary

**Contractor Name:** Colorado Housing Assistance Corporation  
**Project :** DPA  
**Contract Dates:** 1/1/2021 to 12/31/2021  
**Program Year:** 2021 Year 1 of 3

Budget Category	DPA Program Agency Total (All Funding Sources for Agency)			DPAProgram Costs HOST Funding 201100000		TOTAL DPA program costs HOST funding		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		DPA Program		Budget Narrative
	Total	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	
<b>Personnel: Name and Job Title</b>																
President (Full Time)	72,000	\$72,000	100.00%	\$10,000	13.89%	10,000	13.89%	\$0.00	0.00%	0.00%	0.00%	\$62,000.00	86.11%	\$72,000	100.00%	Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses,
VP (full time)	62,100	62,100	100.00%	8,500	13.69%	8,500	13.69%	-	0.00%	0.00%	0.00%	53,600	86.31%	62,100	100.00%	
Loan origination (full time)	87,500	87,500	100.00%	12,500	14.29%	12,500	14.29%	-	0.00%	0.00%	0.00%	75,000	85.71%	87,500	100.00%	portion of time spent working on the program. Bonuses,
Loan servicing (full time)	62,400	62,400	100.00%	9,000	14.42%	9,000	14.42%	-	0.00%	0.00%	0.00%	53,400	85.58%	62,400	100.00%	
Damin (full time)	25,000	25,000	100.00%	5,000	20.00%	5,000	20.00%	-	0.00%	0.00%	0.00%	20,000	80.00%	25,000	100.00%	
<b>Total Salary:</b>	<b>309,000</b>	<b>309,000</b>	<b>100.00%</b>	<b>45,000</b>	<b>14.56%</b>	<b>45,000</b>	<b>14.56%</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>264,000</b>	<b>%</b>	<b>309,000</b>	<b>100.00%</b>	
<b>Fringe Benefits</b>	<b>46,350</b>	<b>\$46,350</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>-</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$46,350</b>	<b>100.00%</b>	<b>\$46,350</b>	<b>100.00%</b>	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.
<b>Total Salary and Fringe:</b>	<b>355,350</b>	<b>355,350</b>	<b>100.00%</b>	<b>45,000</b>	<b>12.66%</b>	<b>45,000</b>	<b>12.66%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>310,350</b>	<b>87.34%</b>	<b>355,350</b>	<b>100.00%</b>	
<b>Other Direct Costs</b>	Total	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	
Office Expenses, Supplies & Equipment	2,100	\$2,100	100.00%		0.00%	-	0.00%		0.00%		0.00%	2,100	100.00%	\$2,100	100.00%	client and/or directly related to program function. This includes PPE, specialized program software, laundry
Client Support	0		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	program. May include food, transportation, moving
Mileage	300	\$300	100.00%		0.00%		0.00%		0.00%		0.00%	300	100.00%	300	100.00%	mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS
Staff Program/Project Training	1,000	\$1,000	100.00%		0.00%		0.00%		0.00%		0.00%	1,000	100.00%	1,000	100.00%	Program-related training materials and registration fees.
Professional Services	2,700	\$2,700	100.00%		0.00%		0.00%		0.00%		0.00%	2,700	66.66%	2,700	100.00%	Program-related expenses for services that require specialized or advanced knowledge or experience such as
Communication	3,000	\$3,000	100.00%		0.00%	-	0.00%		0.00%		0.00%	3,000	100.00%	3,000	100.00%	
Insurance	2,000	\$2,000	100.00%		0.00%	-	0.00%		0.00%		0.00%	2,000	100.00%	2,000	100.00%	
Travel - Staff	0		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Travel - Client	0		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Equipment rental	0		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Facilities	30,000	\$30,000	100.00%		0.00%	-	0.00%		0.00%		0.00%	30,000	100.00%	30,000	100.00%	Specific office space dedicated for use for the program only and not a shared space. Associated expenses can be
Educational Materials - Customers	600	\$600	100.00%		0.00%	-	0.00%		0.00%		0.00%	600	100.00%	600	100.00%	
Meetings/Events	600	\$600	100.00%	\$0	0.00%	-	0.00%		0.00%		0.00%	600	100.00%	600	100.00%	
Audit	20,000	\$20,000	100.00%		0.00%	-	0.00%		0.00%		0.00%	20,000	100.00%	20,000	100.00%	
Tech support	5,000	\$5,000	100.00%		0.00%	-	0.00%		0.00%		0.00%	5,000	100.00%	5,000	100.00%	
Accounting	1,700	\$1,700	100.00%		0.00%	-	0.00%		0.00%		0.00%	1,700	100.00%	1,700	100.00%	
Subcontractor (Specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	home study, childcare, job coaching, etc.)
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!	
DPA Payments	2,500,000	\$2,500,000	100.00%	405,000	16.20%	405,000	16.20%		0.00%		0.00%	2,095,000	83.80%	2,500,000	100.00%	
Other Direct Expense (specify)			#VALUE!		#VALUE!	-	#VALUE!		#VALUE!		#VALUE!		#VALUE!	-	#VALUE!	
Construction Costs			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
Other expenses	450,000	\$450,000	100.00%		0.00%	-	0.00%		0.00%		0.00%	450,000	100.00%	450,000	100.00%	
<b>Total Other Direct Costs</b>	<b>3,019,000</b>	<b>3,019,000</b>	<b>100.00%</b>	<b>405,000</b>	<b>13.42%</b>	<b>405,000</b>	<b>13.42%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,614,000</b>	<b>86.58%</b>	<b>3,019,000</b>	<b>100.00%</b>	
<b>Indirect Costs</b>			#VALUE!		#VALUE!		#VALUE!		#VALUE!		#VALUE!		#VALUE!	\$0	#VALUE!	Indirect rate is 10% of Total Direct Costs. If contractor has federally negotiated rate, please, request copy of current approval letter.
<b>Total Project Cost (Direct + Indirect)</b>	<b>3,374,350</b>	<b>3,374,350</b>	<b>100.00%</b>	<b>450,000</b>	<b>13.34%</b>	<b>450,000</b>	<b>13.34%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,924,350</b>	<b>86.66%</b>	<b>3,374,350</b>	<b>100.00%</b>	
<b>Program Income (through funded activ</b>	<b>0</b>		#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	
<b>Non-Project:</b>	Total	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%			
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!	
<b>Total Non-Project Cost</b>	<b>0</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	
<b>Grand Total</b>	<b>3,374,350</b>	<b>3,374,350</b>	<b>100%</b>	<b>450,000</b>	<b>13.34%</b>	<b>450,000</b>	<b>13.34%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,924,350</b>	<b>86.66%</b>	<b>3,374,350</b>	<b>100.00%</b>	



### Program Budget and Cost Allocation Plan Summary

**Contractor Name:** Colorado Housing Assistance Corporation  
**Project :** DPA  
**Contract Dates:** 1/1/2022 to 12/31/2022  
**Program Year:** 2022 Year 2 of 3

Budget Category	DPA Program Agency Total (All Funding Sources for Agency)		DPA Program		DPA Program Costs HOST Funding #2 (If applicable) 201100000		Total Modified Project Costs HOST Funding 2011000	Total Project Costs requested from HOST		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		DPA Program		Budget Narrative	
	Total	Amount	%	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%		
<b>Personnel: Name and Job Title</b>	Total	Amount	%	Amount	%	%	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%		
President (full time)	72,000	\$72,000	100.00%	\$10,000	13.89%	13.89%	13.89%	\$10,000	13.89%	\$0.00	0.00%	0.00%	0.00%	\$62,000.00	86.11%	\$72,000	100.00%	Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses,	
Vice president (full time)	62,100	\$62,100	100.00%	8,500	13.69%	13.69%	13.69%	8,500	13.69%	-	0.00%	0.00%	0.00%	53,600	86.31%	62,100	100.00%		
Loan origination (full time)	87,500	\$87,500	100.00%	12,500	14.29%	14.29%	14.29%	12,500	14.29%	-	0.00%	0.00%	0.00%	75,000	85.71%	87,500	100.00%	portion of time spent working on the program. Bonuses;	
Loan Servicing (full time)	62,400	\$62,400	100.00%	9,000	14.42%	14.42%	14.42%	9,000	14.42%	-	0.00%	0.00%	0.00%	53,400	85.58%	62,400	100.00%		
Admin (full time)	25,000	\$25,000	100.00%	5,000	20.00%	20.00%	20.00%	5,000	20.00%	-	0.00%	0.00%	0.00%	20,000	80.00%	25,000	100.00%		
<b>Total Salary:</b>	<b>309,000</b>	<b>\$309,000</b>	<b>100.00%</b>	<b>45,000</b>	<b>14.56%</b>	<b>14.56%</b>	<b>14.56%</b>	<b>45,000</b>	<b>14.56%</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>264,000</b>	<b>85.44%</b>	<b>309,000</b>	<b>100.00%</b>		
<b>Fringe Benefits</b>	<b>46,350</b>	<b>\$46,350</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>\$46,350</b>	<b>100.00%</b>	<b>\$46,350</b>	<b>100.00%</b>	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.
<b>Total Salary and Fringe:</b>	<b>355,350</b>	<b>\$355,350</b>	<b>100.00%</b>	<b>45,000</b>	<b>12.66%</b>	<b>12.66%</b>	<b>12.66%</b>	<b>45,000</b>	<b>12.66%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>310,350</b>	<b>87.34%</b>	<b>355,350</b>	<b>100.00%</b>		
<b>Other Direct Costs</b>	Total	Amount	%	Amount	%	%	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%		
Office Expenses, Supplies & Equipment	2,100	\$2,100	100.00%		0.00%	0.00%	0.00%		#VALUE!	0.00%	0.00%	0.00%	2,100	100.00%	\$2,100	100.00%	client and/or directly related to program function. This includes PPE, specialized program software, laundry		
Client Support	0		#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	program. May include food, transportation, moving	
Mileage	300	\$300	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	300	100.00%	300	100.00%	mileage reimbursement not to exceed the standard IRS rate at the time of travel. Expenses should follow IRS		
Staff Program/Project Training	1,000	\$1,000	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	1,000	100.00%	1,000	100.00%	Program-related training materials and registration fees.		
Professional Services	2,700	\$2,700	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	2,700	66.66%	2,700	100.00%	Program-related expenses for services that require specialized or advanced knowledge or experience such as		
Communication	3,000	\$3,000	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	3,000	100.00%	3,000	100.00%			
Insurance	2,000	\$2,000	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	2,000	100.00%	2,000	100.00%			
Travel - Staff	0		#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
Travel - Client	0		#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
Equipment rental	0		#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
Facilities	30,000	\$30,000	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	30,000	100.00%	30,000	100.00%	specific office space dedicated for use for the program only and not a shared space. Associated expenses can be		
Educational Materials - Customers	600	\$600	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	600	100.00%	600	100.00%			
Meetings/Events	600	\$600	100.00%	\$0	0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	600	100.00%	600	100.00%			
Audit	20,000	\$20,000	100.00%	-	0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	20,000	100.00%	20,000	100.00%			
Tech support	5,000	\$5,000	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	5,000	100.00%	5,000	100.00%			
Accounting	1,700	\$1,700	100.00%		0.00%	0.00%	0.00%	\$0	0.00%	0.00%	0.00%	0.00%	1,700	100.00%	1,700	100.00%			
Subcontractor (Specify)			#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!	A description of program-related services (counseling, home study, childcare, job coaching, etc.)	
Subcontractor (Specify)			#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
Subcontractor (Specify)			#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
DPA Payments	2,500,000	\$2,500,000	100.00%	405,000	16.20%	16.20%	16.20%	\$405,000	16.20%	0.00%	0.00%	0.00%	2,095,000	83.80%	2,500,000	100.00%			
Other Direct Expense (specify)			#VALUE!		#VALUE!	#VALUE!	#VALUE!	\$0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		-	#VALUE!	#VALUE!		
Construction Costs			#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	\$0	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
Other expenses	450,000	\$450,000	100.00%		0.00%	0.00%	0.00%	#VALUE!	0.00%	0.00%	0.00%	0.00%	450,000	100.00%	450,000	100.00%			
<b>Total Other Direct Costs</b>	<b>3,019,000</b>	<b>\$3,019,000</b>	<b>100.00%</b>	<b>405,000</b>	<b>13.42%</b>	<b>13.42%</b>	<b>13.42%</b>	<b>405,000</b>	<b>13.42%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,614,000</b>	<b>86.58%</b>	<b>3,019,000</b>	<b>100.00%</b>		
<b>Indirect Costs</b>			#VALUE!		#VALUE!	#VALUE!	#VALUE!	\$0	#VALUE!	#VALUE!	#VALUE!	#VALUE!	#VALUE!		\$0	#VALUE!	#VALUE!	Indirect rate is 10% of Total Direct Costs. If contractor has federally negotiated rate, please, request copy of current approval letter.	
<b>Total Project Cost (Direct + Indirect)</b>	<b>3,374,350</b>	<b>\$3,374,350</b>	<b>100.00%</b>	<b>450,000</b>	<b>13.34%</b>	<b>13.34%</b>	<b>13.34%</b>	<b>450,000</b>	<b>13.34%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,924,350</b>	<b>86.66%</b>	<b>3,374,350</b>	<b>100.00%</b>		
<b>Program Income (through funded activity)</b>	<b>0</b>		#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
<b>Non-Project:</b>	Total	Amount	%	Amount	%	%	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%		
Personnel Costs:			#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	-	#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!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
Other (Specify):			#DIV/0!		#DIV/0!	#DIV/0!	#DIV/0!	-	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		-	#DIV/0!	#DIV/0!		
<b>Total Non-Project Cost</b>	<b>0</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	
<b>Grand Total</b>	<b>3,374,350</b>	<b>\$3,374,350</b>	<b>100%</b>	<b>450,000</b>	<b>13.34%</b>	<b>13.34%</b>	<b>13.34%</b>	<b>450,000</b>	<b>13.34%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,924,350</b>	<b>86.66%</b>	<b>3,374,350</b>	<b>100.00%</b>		

### Program Budget and Cost Allocation Plan Summary

**Contractor Name:** Colorado Housing Assistance Corporation  
**Project :** DPA  
**Contract Dates:** 1/1/2023 to 12/31/2023  
**Program Year:** 2023 Year 3 of 3

Budget Category	DPA Program Agency Total (All Funding Sources for Agency)		TOTAL DPA Program		DPA Program Costs HOST Funding #2 (if applicable) 201100000		Total Modified Project Costs HOST Funding 2 2011000	Total Project Costs requested from HOST		Other City & County of Denver Funding  (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		DPA Program		Budget Narrative
	Total	Amount	%	Amount	%	Subtotal		%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	
<b>Personnel: Name and Job Title</b>																		
President, (full time)	72,000	\$72,000	100.00%	\$10,000	13.89%	13.89%	\$10,000	13.89%	\$0.00	0.00%	0.00%	0.00%	0.00%	\$62,000.00	86.11%	\$72,000	100.00%	Full-time employees' salaries and wages will be reimbursed at cost. HOST will not pay for bonuses.
Vice President (full time)	62,100	62,100	100.00%	8,500	13.69%	13.69%	8,500	13.69%	-	0.00%	0.00%	0.00%	0.00%	53,600	86.31%	62,100	100.00%	
Loan Origination (full time)	87,500	87,500	100.00%	12,500	14.29%	14.29%	12,500	14.29%	-	0.00%	0.00%	0.00%	0.00%	75,000	85.71%	87,500	100.00%	portion of time spent working on the program. Bonuses;
Loan servicing (full time)	62,400	62,400	100.00%	9,000	14.42%	14.42%	9,000	14.42%	0.00%	0.00%	0.00%	0.00%	0.00%	53,400	85.58%	62,400	100.00%	
Admin (full time)	25,000	25,000	100.00%	5,000	20.00%	20.00%	5,000	20.00%	-	0.00%	0.00%	0.00%	0.00%	20,000	80.00%	25,000	100.00%	
<b>Total Salary:</b>	<b>309,000</b>	<b>309,000</b>	<b>100.00%</b>	<b>45,000</b>	<b>14.56%</b>	<b>14.56%</b>	<b>45,000</b>	<b>14.56%</b>	<b>0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>264,000</b>	<b>85.44%</b>	<b>309,000</b>	<b>100.00%</b>	
<b>Fringe Benefits</b>	<b>46,350</b>	<b>\$46,350</b>	<b>100.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>\$0</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>0.00%</b>	<b>\$46,350</b>	<b>100.00%</b>	<b>\$46,350</b>	<b>100.00%</b>	Fringe benefits and payroll taxes will be reimbursed at cost. Fringe includes employer portion of the following items: payroll taxes; insurance (medical, dental, vision, disability, accident & life insurance, and workers' compensation); and pension or retirement plans.
<b>Total Salary and Fringe:</b>	<b>355,350</b>	<b>355,350</b>	<b>100.00%</b>	<b>45,000</b>	<b>12.66%</b>	<b>12.66%</b>	<b>45,000</b>	<b>12.66%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>310,350</b>	<b>87.34%</b>	<b>\$355,350</b>	<b>100.00%</b>		
<b>Other Direct Costs</b>	Total	Amount	%	Amount	%	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%		
Office Expenses, Supplies & Equipment	2,100	\$2,100	100.00%		0.00%	0.00%	#VALUE!			0.00%		0.00%	2,100	100.00%	2,100	100.00%	client and/or directly related to program function. This includes PPE, specialized program software, laundry	
Client Support	0		#DIV/0!		#DIV/0!		\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	program. May include food, transportation, moving	
Mileage	300	\$300	100.00%		0.00%		\$0	0.00%		0.00%		0.00%	300	100.00%	300	100.00%	image reimbursement not to exceed the standard rate at the time of travel. Expenses should follow IRS	
Staff Program/Project Training	1,000	\$1,000	100.00%		0.00%		\$0	0.00%		0.00%		0.00%	1,000	100.00%	1,000	100.00%	Program-related training materials and registration fees.	
Professional Services	2,700	\$2,700	100.00%		0.00%		\$0	0.00%		0.00%		0.00%	2,700	66.66%	2,700	100.00%	Program-related expenses for services that require	
Communication	3,000	\$3,000	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	3,000	100.00%	3,000	100.00%	specialized or advanced knowledge or experience such as	
Insurance	2,000	\$2,000	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	2,000	100.00%	2,000	100.00%		
Travel - Staff	0		#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
Travel - Client	0		#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
Equipment rental	0		#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
Facilities	30,000	\$30,000	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	30,000	100.00%	30,000	100.00%	specific office space dedicated for use for the program	
Educational Materials - Customers	600	\$600	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	600	100.00%	600	100.00%	only and not a shared space. Associated expenses can be	
Meetings/Events	600	\$600	100.00%	\$0	0.00%	0.00%	\$0	0.00%		0.00%		0.00%	600	100.00%	600	100.00%		
Audit	20,000	\$20,000	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	20,000	100.00%	20,000	100.00%		
Tech support	5,000	\$5,000	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	5,000	100.00%	5,000	100.00%		
Accounting	1,700	\$1,700	100.00%		0.00%	0.00%	\$0	0.00%		0.00%		0.00%	1,700	100.00%	1,700	100.00%		
Subcontractor (Specify)			#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	descriptions of program related services (e.g.,	
Subcontractor (Specify)			#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	home study, childcare, job coaching, etc.)	
Subcontractor (Specify)			#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
DPA Payments	2,500,000	\$2,500,000	100.00%	405,000	16.20%	16.20%	\$405,000	16.20%		0.00%		0.00%	2,095,000	83.80%	2,500,000	100.00%		
Other Direct Expense (specify)			#VALUE!		#VALUE!	#VALUE!	\$0	#VALUE!		#VALUE!		#VALUE!		#VALUE!		#VALUE!		
Construction Costs			#DIV/0!		#DIV/0!	#DIV/0!	\$0	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
Other expenses	450,000	\$450,000	100.00%		0.00%	0.00%	#VALUE!			0.00%		0.00%	450,000	100.00%	450,000	100.00%		
<b>Total Other Direct Costs</b>	<b>3,019,000</b>	<b>3,019,000</b>	<b>100.00%</b>	<b>405,000</b>	<b>13.42%</b>	<b>13.42%</b>	<b>405,000</b>	<b>13.42%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,614,000</b>	<b>86.58%</b>	<b>3,019,000</b>	<b>100.00%</b>		
<b>Indirect Costs</b>			#VALUE!		#VALUE!		\$0	#VALUE!		#VALUE!		#VALUE!		#VALUE!	\$0	#VALUE!	Indirect rate is 10% of Total Direct Costs. If contractor has federally negotiated rate, please, request copy of current approval letter.	
<b>Total Project Cost (Direct + Indirect)</b>	<b>3,374,350</b>	<b>3,374,350</b>	<b>100.00%</b>	<b>450,000</b>	<b>13.34%</b>	<b>13.34%</b>	<b>450,000</b>	<b>13.34%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,924,350</b>	<b>86.66%</b>	<b>3,374,350</b>	<b>100.00%</b>		
<b>Program Income (through funded activity)</b>	<b>0</b>		#DIV/0!		#DIV/0!	#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
<b>Non-Project:</b>	Total	Amount	%	Amount	%	%	Subtotal	%	Amount	%	Amount	%	Amount	%				
Personnel Costs:			#DIV/0!		#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!	-	#DIV/0!		
Other (Specify):			#DIV/0!		#DIV/0!	#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!		
<b>Total Non-Project Cost</b>	<b>0</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>	<b>-</b>	<b>#DIV/0!</b>		
<b>Grand Total</b>	<b>3,374,350</b>	<b>3,374,350</b>	<b>100%</b>	<b>450,000</b>	<b>13.34%</b>	<b>13.34%</b>	<b>450,000</b>	<b>13.34%</b>	<b>0</b>	<b>0.00%</b>	<b>0</b>	<b>0.00%</b>	<b>2,924,350</b>	<b>86.66%</b>	<b>3,374,350</b>	<b>100.00%</b>		

# EXHIBIT B



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**01/08/2021**

**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).**

<b>PRODUCER</b> <b>NEISEN BORTH AGENCY</b> www.nbinsure.com 333 W. Hampden Ave. Ste. 305 Englewood, CO 80110 Todd Borth	303-781-6776 <b>CONTACT NAME:</b> Marilyn Cox <b>PHONE (A/C, No, Ext):</b> 303-781-6776 <b>FAX (A/C, No):</b> 303-789-4409 <b>E-MAIL ADDRESS:</b> mcox@nbinsure.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A : <b>Hartford Insurance</b>	<b>NAIC #</b> <b>37478</b>
INSURER B : <b>Pinnacol Assurance Company</b>	<b>41190</b>
INSURER C : <b>Philadelphia Indemnity Ins. Co</b>	<b>18058</b>
INSURER D :	
INSURER E :	
INSURER F :	

**INSURED**  
**Colorado Housing Assistance Corp.**  
 670 Santa Fe Drive  
 Denver, CO 80204

**COVERAGES**

**CERTIFICATE NUMBER:**

**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
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			<b>34SBAPK0643</b>	<b>08/01/2020</b>	<b>08/01/2021</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
<b>A</b>	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>34SBAPK0643</b>	<b>08/01/2020</b>	<b>08/01/2021</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>B</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below			<b>2290682</b>	<b>04/01/2020</b>	<b>04/01/2021</b>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>100,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>100,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>500,000</b>
<b>A</b>	<b>Employee Dishonesty</b>			<b>34SBAPK0643</b>	<b>08/01/2020</b>	<b>08/01/2021</b>	<b>Empl Dis</b> <b>250,000</b>
<b>C</b>	<b>Cyber Liability</b>			<b>PHSD1598028</b>	<b>01/01/2021</b>	<b>01/01/2022</b>	<b>Cyber</b> <b>1,000,000</b>

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

**CERTIFICATE HOLDER**

**CANCELLATION**

<p style="text-align: center;"><b>CITYCOU</b></p> <p><b>City and County of Denver</b>                  Department of Housing                  Stability                  201 W. Colfax Ave, Dept # 615                  Denver, CO 80202</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE  </p>
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**PART II**  
**SUPPLEMENTARY GENERAL CONDITIONS (CDBG)**

**ARTICLE I**  
**FEDERAL REQUIREMENTS**

Except as specifically set forth herein, the following conditions take precedence over any conflicting conditions in the Agreement.

**Sec. 100. Definitions.** As used in this Part II:

A. “City” means City and County of Denver or a person authorized to act on its behalf.

B. “Contractor” means a person or entity that has entered into an Agreement with the City under which the person or entity will receive federal funds under the Community Development Block Grant Program. “Subcontractor” means any person or entity that enters into an agreement or contract with a Contractor.

C. “HOST” means the City’s Department of Housing Stability or a person authorized to act on its behalf.

D. “HUD” means the United States Department of Housing and Urban Development or a person authorized to act on its behalf.

E. “Construction contract or agreement” means a contract for construction, rehabilitation, alteration and/or repair, including painting and decorating.

**Sec. 101. Housing and Community Development Act of 1974.** This Agreement is subject to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 *et seq.*), pertaining to Community Development Block Grants, and HUD regulations at 24 C.F.R. 570 *et seq.*, and 24 C.F.R. 85 *et seq.*

**Sec. 102. Uniform Administrative Requirements.** This Agreement is subject to the requirements of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (the “OMB Omni Circular”), and applicable sections of 24 C.F.R. Parts 84 and 85 as they relate to the acceptance and use of Federal funds.

**Sec. 103. Nondiscrimination Under Title VI of the Civil Rights Act of 1964.**

A. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations at 24 C.F.R. Part 1, prohibiting discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

B. In the sale, lease or other transfer of land acquired, cleared or improved with

assistance provided under this Agreement, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Contractor and the United States are beneficiaries of and entitled to enforce such covenant. The Contractor agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

**Sec. 104. Nondiscrimination in Housing Under Title VIII of the Civil Rights Act of 1968.** This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), and implementing regulations, prohibiting housing discrimination on the basis of race, color, religion, sex, disability/handicap, familial status, or national origin. The Contractor agrees to carry out the services under this Agreement in a manner so as to affirmatively further fair housing.

**Sec. 105. Nondiscrimination Under Age Discrimination Act of 1975.** This Agreement is subject to the requirements of the Age Discrimination Act of 1975 (P.L. 94-135) and implementing regulations of the U.S. Department of Health and Human Services. Except as provided in the Act, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving funds under this Agreement. The Contractor will include the provisions of the above clause in every subcontract which is paid for in whole or in part with assistance provided under this Agreement.

**Sec. 106. Compliance with Section 109 of the Housing and Community Development Act of 1974.** This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, as amended, and implementing regulations (24 C.F.R. Part 6 and Section 570.602), providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin, religion or sex under any program or activity funded in whole or in part under Title I of the Act.

**Sec. 107. Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063.** This Agreement is subject to Executive Order 11063, issued November 20, 1962, as amended by Executive Order 12259, issued December 31, 1980, and implementing regulations at 24 C.F.R. Part 107, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

**Sec. 108. Nondiscrimination on the Basis of Handicap Under Rehabilitation Act of 1973.** This Agreement is subject to Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and regulations at 24 C.F.R. Part 8, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.



**Sec. 109. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

A. The work to be performed under this contract is subject to the requirements of section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

**Sec. 110. Relocation Assistance and Property Acquisition Requirements.** This Agreement is subject to the relocation and acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing & Community Development Act, CDBG Part II rev.8/29/2018

as amended, and implementing regulations at 24 C.F.R. Part 42; and 24 C.F.R. 570.606. The Contractor must comply with the City's Anti Displacement and Relocation Assistance Plan on file.

**Sec. 111. Conflict of Interest.**

A. Conflicts Prohibited.

1) Except for the use of CDBG funds to pay salaries or other related administrative or personnel costs, no employees, agents, consultants, officers, or elected or appointed officials of the City or of a sub-recipient, if applicable, who exercise or have exercised any functions or responsibilities in connection with activities funded under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain any personal or financial interest or benefit from the proceeds of this Agreement for themselves, their families or business associates during their tenure and for one year thereafter. Such prohibited interests include the acquisition and disposition of real property; all subcontracts or agreements for goods or services; and any grants, loans or other forms of assistance provided to individuals, businesses and other private entities out of proceeds of this Agreement.

2) The Contractor's officers, employees or agents shall not solicit or accept gratuities, favors or anything of monetary value from subcontractors, or potential subcontractors.

3) No employee, officer or agent of the Contractor shall perform or provide part-time services for compensation, monetary or otherwise, to a consultant or other subcontractor that has been retained by the Contractor under this Agreement.

4) In the event of a real or apparent conflict of interest, the person involved shall submit to the Contractor and the City a full disclosure statement setting forth the details of the conflict of interest in accordance with 24 C.F.R. 570.611(d), relating to exceptions by HUD. In cases of extreme and unacceptable conflicts of interest, as determined by the City and/or HUD, the City reserves the right to terminate the Agreement for cause, as provided in Article V below. Failure to file a disclosure statement shall constitute grounds for termination of this Agreement for cause by the City.

B. Interest of Certain Federal Officials. No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

**Sec. 112. Political Activity Prohibited.** None of the funds provided under this Agreement shall be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

**Sec. 113. Lobbying Prohibited.** None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress.



**Sec. 113(a). Prohibition on Use of Federal Funds for Lobbying; Requirements for Disclosure Statements, and CERTIFICATION. Section 319, P.L. 101-121.** Any contractor, subcontractor and/or grantee receiving federal appropriated funds certifies by signing this Agreement, in two parts Part I, and Part II and signing and/or entering into any other agreement in connection with this Agreement, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Sec. 114. Copyrights.** If this Agreement results in a book or other copyright material, the author is free to copyright the work but HUD and the City reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

**Sec. 115. Patents.** Any discovery or invention arising out of or developed in the course of work under this Agreement shall be promptly and fully reported to HUD for determination as to whether patent protection on such invention or discovery should be sought, and how the rights under any patent shall be allocated and administered in order to protect the public interest.

**Sec. 116. Theft or embezzlement from HOST funds; Improper Inducement, Obstruction of Investigations and other Criminal provisions.** Under 24 C.F.R. 24, the Contractor and/or any member of its staff may be debarred, suspended, and/or criminally liable if

s/he:

- A. Embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets or property which are the subject of the contract;
- B. By threat of procuring dismissal of any person from employment, induces any persons to give up money or things of value;
- C. Willfully obstructs or impedes an investigation or inquiry under HUD;
- D. Directly or indirectly provides any employment, position, compensation, contract, appointment or other benefit, provided for or made possible in whole or in part by HOST funds to any person as consideration, or reward for any political action by or for the support or opposition to any candidate of any political party;
- E. Directly or indirectly knowingly causes or attempts to cause any person to make a contribution of a thing of value (including services) for the benefit of any candidate or any political party, by means of the denial or threat of denial of any employment or benefit funded under the Act.

## **ARTICLE II** **DISBURSEMENTS AND ACCOUNTING**

**Sec. 201. Eligible and Ineligible Costs.** Costs under this Agreement are governed by the OMB Omni Circular as applicable. All costs incurred by the Contractor using monies under this Agreement must be reasonable and relate clearly to the specific purposes and end product of the Agreement. To be eligible for reimbursement, expenditures must: (1) Be necessary and reasonable for proper and efficient performance of the contractual requirements and in accordance with the approved budget; (2) Be no more liberal than policies, procedures and practices applied uniformly to activities of the City, both Federally assisted and non-Federally assisted; (3) Not be allocable to or included as a cost of any other Federally financed program; (4) Be net of all applicable credits, such as purchase discounts, rebates or allowances, sales of publications or materials, or other income or refunds; and (5) Be fully documented.

The following costs or expenditures by the Contractor are specifically ineligible for reimbursement: bad debts, contingency reserves, contributions and donations, entertainment and fines and penalties.

**Sec. 202. Documentation of Costs.** All costs must be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

**Sec. 203. Charges Against Project Account.**

A. Payments under the Agreement shall be made on an actual basis for services that are performed and fully documented as having been performed. The City shall not reimburse or pay any expenditures, costs or payments that are inconsistent with the last approved budget. The budget for this Agreement may be revised upon written request of the Contractor, and written approval from HOST.

B. At any time prior to final payment, the City may have the invoices and statements of costs audited. Each payment shall be subject to reduction for amounts which are found by the City not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

C. In the absence of error or manifest mistake, all payments when approved shall be evidence of the services performed, except that all payments made by the City to the Contractor are subject to correction in accordance with the audit findings of the City or HUD. The Contractor shall promptly repay the City the amounts determined to be due on the basis of such audit.

D. Prior to final payment, the Contractor shall first furnish the City evidence in affidavit form that all claims, liens, or other obligations incurred by it and all of its subcontractors or agents in connection with the performance of their services have been properly paid and settled.

E. Contract funds remaining unspent by the Contractor at the termination of the Agreement for any cause shall be returned to the City within the time specified by the City. Interest shall accrue in the favor of the City at the rate of eight percent (8%) per annum on such funds thereafter.

F. Unless otherwise specified in this Contract or the exhibits hereto, the effective indirect cost rate shall be at a rate of zero percent (0.00%) per annum.

**Sec. 204. Method of Payment and Disbursements.** The Contractor must submit properly executed invoices and requests for payment to HOST. The City agrees to establish a payment procedure that will provide funds in a timely and regular manner, and which will include, among other things, the requirement for a ten percent (10%) retainage by the City where funds are disbursed for construction. The Contractor agrees to disburse funds within seventy-two (72) hours of receiving payment from the City.

**Sec. 205. Travel Expenses.** Reimbursement for travel and related subsistence, local mileage and parking, is limited to those costs and amounts for which the City reimburses City employees for official travel. First class air-fare is not allowable. Any travel outside of the Denver metropolitan area must be specifically authorized in advance by the City.

**Sec. 206. Designation of Depository.** The Contractor shall designate a commercial bank which is a member of the Federal Deposit Insurance Corporation for deposit of funds under this Agreement. Any balance deposited in excess of FDIC insurance coverage must be collaterally secured. The Contractor is encouraged to use minority or female-owned banks.

**Sec. 207. Refunds.** The Contractor agrees to refund to the City any payment or portions of payments which HUD and/or the City determine were not properly due to the Contractor.

### **ARTICLE III** **CONSTRUCTION CONTRACTS AND LABOR STANDARDS**

**Sec. 301. Lead-Based Paint Hazards.** The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulations, 24 C.F.R. Part 570.608. The Contractor is responsible for the inspections and certifications required.

**Sec. 302. Davis-Bacon Act.** Except for the rehabilitation of residential property that contains not less than eight (8) units, the Contractor and all subcontractors hired under contracts for more than \$2,000.00 for the construction or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. The current Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the “Federal Labor Standards Provisions”, Form HUD-4010, by one of the following methods contained in the Labor Relations Letter No. LR 2006-03 at <http://www.hud.gov/offices/olr/library.cfm>.

**Sec. 303. Contract Work Hours and Safety Standards Act.** All federally assisted construction contracts of more than \$2,000.00 must comply with Department of Labor regulations (29 C.F.R. Part 5), and all federally assisted construction contracts of more than \$100,000.00 must comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 327 et seq.).

**Sec. 304. Anti-Kickback Act.** If this Agreement involves construction or repair, then it is subject to the Copeland “Anti-Kickback” Act of 1934 (40 U.S.C. 276c) and Department of Labor regulations (29 C.F.R. Part 3), prohibiting and prescribing penalties for “kickbacks” of wages. Wages must be paid in accordance with the requirements of 29 C.F.R. Part 3 and 29 C.F.R. 5.5.

**Sec. 305. Equal Employment Opportunity Under Executive Order No. 11246, as Amended.** If this Agreement involves a federally assisted construction project in excess of \$10,000.00 then it is subject to Executive Order No. 11246, as amended by Executive Orders 11375 and 12086, HUD regulations at 24 C.F.R. Part 130, and the Department of Labor Regulations at 41 C.F.R. Chapter 60.

The Contractor agrees that it will be bound by the equal opportunity clause set forth below  
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and other provisions of 41 C.F.R. Chapter 60, with respect to its own employment practices when it participates in federally assisted construction work, provided that if the Contractor so participating is a State or local government, the equal opportunity clause set forth below is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The Contractor agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the following equal opportunity clause:

“During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all employment is without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers’ representatives of the Contractor’s commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions or paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subcontract or purchase orders shall include such terms and conditions as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government, which does not participate in work on or under the Agreement.

The Contractor agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in and the discharge of its primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontracts by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with the requirements hereof, the City may take any or all of the following

actions: Cancel, terminate or suspend, in whole or in part this grant, contract, agreement or loan; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.”

#### **ARTICLE IV** **ENVIRONMENTAL AND HISTORIC CONDITIONS**

**Sec. 401. Environmental Clearance.** Pursuant to 24 CFR 58.22, no funds under this Agreement may be obligated or spent for acquisition, demolition or construction, or disposition, refinancing and other real property-affecting activities, such as granting easements and covenants, until Contractor has received written environmental clearance from HOST. Any special environmental and historic conditions imposed by the City must be incorporated into the design and construction of the project.

**Sec. 402. Compliance with Clean Air and Water Acts.** Contractor and all subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act, (33 USC 1368), the Federal Water Pollution Control Act, (33 USC 1251 et seq.), Executive Order 11738, and Environmental Protection Agency (“EPA”) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities.

**Sec. 403. Additional Environmental and Historic Conditions.** This Agreement is also subject to the following statutes, executive orders and regulations, when the Contractor is so instructed by the City or the United States of America.

A. National Environmental Policy Act of 1969 (42 USC 4321 et seq.), HUD regulations (24 C.F.R. Part 58) and the Council on Environmental Quality regulations (40 C.F.R. Parts 1500-1508) providing for establishment of national policy and procedures for environmental quality;

B. National Historic Preservation Act of 1966 (16 USC 470 et seq.), requiring consideration of the effect of a project on any site or structure that is included in or eligible for inclusion in the National Register of Historic Places;

C. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance;

D. Reservoir Salvage Act of 1960 (16 USC 469 et seq.) as amended by the Archaeological and Historical Data Preservation Act of 1974, (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities;

E. Flood Disaster Protection Act of 1973, (42 USC 4001 et seq.), relating to mandatory purchase of flood insurance in areas having special flood hazards;

F. Executive Order 11988, Flood Plain Management, May 24, 1977 (42 FR 26951 et seq.) prohibiting certain activities in flood plains unless there is no practical alternative, in which case the action must be designed to minimize potential damage;

G. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), requiring review of all actions affecting a wetland;

H. Safe Drinking Water Act of 1974, (42 USC 201, 300f et seq.), prohibiting federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area;

I. Endangered Species Act of 1973, (16 USC 1531 et seq.), requiring that actions funded by the federal government do not jeopardize endangered and threatened species;

J. Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.), prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse effect on the National Wild and Scenic Rivers System;

K. Clean Air Act, (42 USC 7401 et seq.), prohibiting federal assistance for any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards;

L. Farmland Protection Policy Act of 1981 (7 USC 4201 et seq.) relating to the effects of federally assisted programs on the conversion of farmland to non-agricultural uses;

M. HUD Environmental Criteria and Standards, (24 C.F.R. Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

## **ARTICLE V TERMINATION**

**Sec. 501. Termination Due to Loss of Funding.** This Agreement is funded with monies provided by the U.S. Department of Housing and Urban Development. If such funds or any part thereof are not appropriated by City Council or paid into the City Treasury, the City may immediately terminate this Agreement.

**Sec. 502. Termination for Cause.**

A. The City may terminate this Agreement whenever the Contractor materially fails to perform any of its obligations under this Agreement in a timely and proper manner, or is



otherwise in default, and shall fail to cure such default within a period of ten (10) days (or such longer period as the City may allow) after receipt from the City of a notice specifying the default.

B. If the City has sustained damages due to the Contractor's breach of this Agreement, the City may withhold payment as a set off until the amount of damages due to the City is determined.

**Sec. 503. Termination for Convenience.** The City may terminate this Agreement at any time the City desires. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

**Sec. 504. Payment After Termination.** The Contractor shall be reimbursed only for that portion of work satisfactorily completed at the effective date of the termination.

**Sec. 505. Reversion of Assets.** Upon termination of this Agreement for any reason, or upon expiration of this Agreement, any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds must be immediately returned to the City. Any real property under the Contractor's control that was acquired or improved with more than \$25,000 in CDBG funds must either: (1) be used to meet one of the national objectives of the Housing and Community Development Act of 1974, listed in 24 C.F.R. 570.901 for five years after termination or expiration of this Agreement; or (2) disposed of so that the City is reimbursed for the fair market value of the property, minus any portion of the value attributable to expenditures of non-CDBG funds.

## **ARTICLE VI** **MISCELLANEOUS**

**Sec. 601. Personnel.** The Contractor represents that it has or will secure all personnel required in performing its services under this Agreement. All services required of the Contractor will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under State and local laws to perform such services.

**Sec. 602. Subject to Local Laws.** This Agreement shall be construed and enforced in accordance with Colorado law, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

**Sec. 603. Contractual Relationship.** The Contractor shall not be considered for any purpose whatsoever to be an agent or an employee of the City. It is understood and agreed that the status of the Contractor shall be that of an independent contractor.

**Sec. 604. When Rights and Remedies Not Waived.** Payment by the City shall not be construed to be a waiver of any breach which may then exist on the part of the Contractor, and no assent, expressed or implied, to any breach shall be deemed a waiver of any other breach.

**Sec. 605. Sales and Use Taxes.** The Contractor or any subcontractor is not exempt from payment of the City Sales Tax or Use Tax. In accordance with applicable State and local law, the Contractor will pay, and/or require subcontractors to pay, all sales and use taxes on tangible personal property, including that built into a project or structure, acquired under this Agreement.

**Sec. 606. Patented Devices, Materials, and Processes.** If the Contractor employs any design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall defend, indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses, and damages which the City may be obliged to pay by reason of any infringement.

**Sec. 607. Titles and Subheadings.** The titles and subheadings used in this Agreement are for the convenience of reference only and shall not be taken as having any bearing on the interpretation of this Agreement.

**Sec. 608. Notices.** All notices shall be given by certified mail. Notices to the City shall be addressed to the Executive Director of the Department of Housing Stability. Either of the parties may designate in writing substitute addresses or persons to receive notices.

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