

FIRST AMENDATORY AGREEMENT

THIS FIRST AMENDATORY AGREEMENT (the “Amendment”) is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BROTHERS REDEVELOPMENT, INC.**, a Colorado nonprofit corporation, whose address is 2250 Eaton Street, Garden Level B, Denver, Colorado 80214 (the “Contractor”), collectively the “Parties.”

RECITALS:

A. The Parties entered into an agreement on January 31, 2019 for the City to provide funding to the Contractor and the for the Contractor to utilize the funding for administration of the Temporary Rental/Utility Assistance Program (the “Agreement”); and

B. The Parties wish to amend the Agreement to amend the scope of services and budget, extend the term, increase the compensation to the Contractor, and modify certain other terms as forth in this Amendment.

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

1. Exhibits A and B of the Agreement shall be replaced with Exhibits A-1 and B attached to this Amendment. The updated Scope of Services marked as Exhibit A-1 and the Financial Administration marked as Exhibit B are attached hereto and incorporated herein by this reference and shall supersede and replace all previous exhibits attached to the Agreement.

2. All references to the “Office of Economic Development” in the Agreement shall be replaced to read “Department of Housing Stability.”

3. Section 2 of the Agreement entitled “**SERVICES TO BE PERFORMED**” is amended to read as follows:

“a. As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all of the deliverables set forth on **Exhibit A-1**, entitled “Scope of Services” and **Exhibit B**, entitled “Financial Administration,” to the City’s satisfaction.

Exhibits A-1 and B are attached hereto and incorporated herein by this reference as if fully set forth herein.

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

c. The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in the Agreement and in accordance with the terms of the Agreement, including, but not limited to, the Scope of Services attached hereto as **Exhibit A-1.**”

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

“The term of this Agreement shall commence on January 1, 2019 and shall terminate on December 31, 2020, unless extended in accordance with the terms of this Agreement (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date of the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.”

5. Subsection 4.d. of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO MILLION DOLLARS and NO/100 (\$2,000,000.000)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor’s own risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in **Exhibits A-1 and B**. 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.”

6. Section 7 of the Agreement entitled “**EXAMINATION OF RECORDS**” is amended to read as follows:

“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.”

7. Section 18 of the Agreement entitled “**NOTICES**” is amended to read as follows:

“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 the Contractor at the address first above written, and if the City at:

Executive Director of the Department of Housing Stability
City and County of Denver
201 West Colfax Avenue, Department 615
Denver, Colorado 80202

With a copy of any such notice to:

Denver City Attorney’s Office
1437 Bannock Street, 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.”

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

9. This Amendment 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.

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

Contract Control Number:
Contractor Name:

OEDEV-201952754-01 / ALF-201846944-01
BROTHERS REDEVELOPMENT, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

OEDEV-201952754-01 / ALF-201846944-01
BROTHERS REDEVELOPMENT, INC.

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

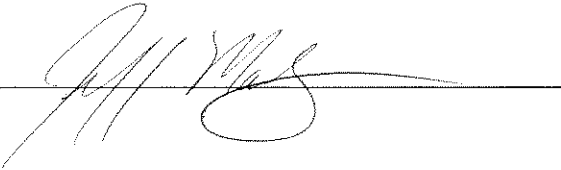
By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number:
Contractor Name:

OEDEV-201952754-01 / ALF-201846944-01
BROTHERS REDEVELOPMENT, INC.

By: 

Name: Jeff Martinez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF SERVICES

DEPARTMENT OF HOUSING STABILITY

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

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2019 – December 31, 2020

Project Description:

The purpose of this contract agreement is to provide an *Affordable Housing Fund Award* for \$2,000,000 through the Department of Housing Stability (HOST). These funds will be provided to *Brothers Redevelopment Inc.* to be utilized for administration of the Temporary Rental & Utility Assistance (TRUA) program. Brothers will provide housing rental assistance and utility assistance to eligible households in the City and County of Denver. The program is designed to mitigate displacement by assisting low- and moderate-income residents experiencing a housing crisis maintain stability. This award is not for Research and Development (R&D).

Funding Source: Amount:
 Affordable Housing Fund \$ 2,000,000

Proposed Number of outcomes: 1376 rental assistance payments and 332 in utility (water and energy) assistance payments

This projection is based on the following assumptions:

Eligible Activity	Amount Requested	Estimated cost/hh	Proposed Number
Admin (salaries to administer the program)	\$200,000		N/A
Housing Counseling/Benefit Navigation	\$100,000		
Rental Assistance	\$1,569,000	\$1,140	1376
Utility (water and energy) Assistance	\$131,000	\$394	332
TOTAL payments	\$2,000,000		1708
Estimated number of unduplicated households served 2019 and 2020			1,200

Organization: Brothers Redevelopment, Inc.
EIN#: 84-0615347
DUNS#: 078354792
CCR (Central Contractor Registration) Expiration Date: 3/20/2020
Address: 2250 Eaton St, Garden Level B, Edgewater, CO 80214-1276
Contact Person: Jeff Martinez
Phone: 303-685-4222
Email: jeff@brothersredevelopment.org

Organization Type:
 Non-Profit For-Profit Individual Partnership Corporation Publicly Owned Other

Council District(s):

Target Zip Codes):

80227, 80219, 80221,
80211, 80210, 80212,
80209, 80223, 80236,
80202, 80216, 80213,
80110, 80204, 80235,
80123.

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

This program is a citywide program to all low- and moderate-income individuals in Denver. Brothers is responsible for administering the program to residents living in the afore mentioned zip codes. Brothers may serve additional zip codes as long as they are determined to be in the City and County of Denver.

Program income (of any type, e.g., fees) will be generated by this activity.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Contract will be funding architectural, engineering or other project soft cost.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, final project be completed within 24 months.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Purpose of this activity is to:		
Help prevent homelessness	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Help the homeless	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Help those with HIV/AIDS	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Primarily help persons with disabilities	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

II. ACTIVITY DESCRIPTION

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

Activity Requirements:

Rental Assistance (RA): Brothers Redevelopment will provide rental assistance to eligible households for a period of up to 6 months depending upon need. The program is designed to mitigate displacement by assisting low- and moderate-income residents experiencing a housing crisis maintain stability.

- i. The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant’s name or other evidence of residency at the current residence within the City and County of Denver boundaries for a period of at least 60 days. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant’s primary residence.
- ii. Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis of race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- iii. The participant must demonstrate a current financial or other housing crisis to be eligible for financial assistance, which may include but is not limited to a notice of rent increase that will make existing housing unaffordable to the participant, evidence of uninhabitable living conditions such as a notice of public health violations or a past due notice.
- iv. **Assistance will not exceed 6 months within a 24-month period.** Assistance up to the maximum of 6 months in a 24-month period does not need to be continuous, but in the

event that a household is seeking sporadic assistance, the assistance must be provided to assist a household experiencing a unique housing crisis. For example, a household receiving two months of rental assistance in January and February while seeking alternative housing during a crisis may be eligible for assistance later in the same calendar year in the event that they are experiencing a separate but demonstrable housing crisis. Assistance provided past the first time will require an “Action Plan” the client and housing counselor/navigator have jointly developed and the client has agreed to. The “Action Plan” will specify measurable and documentable actions the client will take to address the crisis. Lack of progress in taking action by the client may be grounds of ineligibility for further assistance.

- v. **To receive more than one month of assistance, participants are required to participate in housing counseling/benefit navigation services as outlined below.**
- vi. Assistance may include deposit assistance and first month’s rent if Brothers Redevelopment is unable to help mitigate displacement from current residence.
- vii. Brothers Redevelopment will process rental payments for eligible participant households who are deemed eligible for the program.
- viii. Payment requests will be delivered from Brothers Redevelopment to the individual/vendor where the funds are due on behalf of clients.
- ix. Brothers Redevelopment will determine rent assistance amount based on documented income loss. For example, if the presented hardship was loss of hours at work, the households will only be eligible for rental assistance equal to wages lost. At maximum, Brothers Redevelopment may pay no more than 80% of the contractual rent amount as determined by the lease documentation or standard amount paid by the tenant based on evidence of residency as defined in these program guidelines. On top of paying a portion of the contract rent, tenants will be responsible for paying 100% the following fees: late, legal, pet, storage, parking/garage. Exceptions may be granted to these amounts if special circumstances existing where a household is at imminent risk of homelessness.
- x. Rental assistance is not intended to provide perpetual assistance beyond the 6-month maximum as outlined in the program guidelines. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations Clients seeking more than one-time assistance will be required to demonstrate action plan progress as stated above.

Utility Assistance (UA): Brothers Redevelopment will provide utility assistance to eligible households for a period of up to 2 occurrences within a 24-month period. The assistance is designed to mitigate displacement by assisting low and moderate-income residents experiencing a housing crisis maintain stability. This program provides UA in the form of water, electric, gas assistance for renters and homeowners.

- i. The participant must provide evidence of tenancy at the current residence within the City and County of Denver boundaries for a period of at least 60 days via a lease reflecting the participant’s name or alternative evidence of residency in accordance with the program guidelines. To be eligible for utility assistance, homeowners/renters must provide proof of ownership/tenancy for the property in which they reside.
- ii. Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- iii. The participant must demonstrate need in the form of a disconnection notice or past due bill.
- iv. **Assistance will not exceed 2 occurrences totaling no more than \$1,200 within a 24-month period.**
- v. Water and utilities may be paid separately.
- vi. Brothers Redevelopment will process utility payments for eligible participant households who are deemed eligible for the program.

- vii. Payment requests will be delivered from the Brothers Redevelopment to the vendor where the funds are due on behalf of clients.
- viii. UA assistance is not intended to provide perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected situations.

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

Eligible Administrative Costs include but are not limited to:

- a. Accounting for the use of grant funds (issuing administrative salary and direct cost checks, etc.)
- b. Preparing reports for submission to HOST
- c. Staff salaries associated with these administrative costs
- d. Training for staff who will administer the program or navigators who will serve program participants, as long as this training is directly related to learning about TRUA

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

i. VERIFICATION

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

ii. LANDLORD COMMUNICATION:

Housing counselors/navigators will contact landlords to ensure the tenant is at risk of eviction (in many cases, landlords are willing to make payment plans or clients live in supportive housing and are very unlikely to be evicted); housing counselors/navigators will make sure to have these conversations with landlords before the tenant is approved for rental assistance. In addition, housing counselors/navigators will take time to negotiate with landlords to reduce/eliminate fees, requesting additional time, and inquire about payment plans. Lastly, landlords will be asked to sign a form acknowledging that by receiving TRUA funds they agree to stop any eviction proceedings currently underway, if any.

iii. CLIENT COMMUNICATIONS:

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

iv. REFERRALS

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

v. LONGER-TERM HOUSING COUNSELING AND BENEFIT NAVIGATION:

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

vi. CLIENT-CENTERED CARE:

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

Outreach

- i. Phase One of the marketing strategy will include a city-wide effort to notify prospective participants of available resources and the method of accessing program assistance. The first phase of the marketing strategy will be led by the City.
- ii. Phase Two of marketing will require Brothers Redevelopment to develop or enhance its marketing efforts to reach residents in the target neighborhoods identified in this Scope of Services.
 - a. Brothers Redevelopment will identify a specific marketing plan to include outreach to individuals in the specific zip codes covered in this scope of service, with particular focus on neighborhoods vulnerable to gentrification as identified by Denver's five-year housing plan, *Housing an Inclusive Denver*, and OED's Gentrification and Displacement study.
 - i. Outreach efforts may include partnerships with local organizations that will help enhance the applicant's own marketing efforts in these

EXHIBIT A - 1

neighborhoods. Applicants may market rental and utility assistance to low- and moderate-income residents on a city-wide basis to supplement targeted, neighborhood specific efforts.

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

Contractor Intake Process Requirement

Agencies of the program must provide an initial consultation and eligibility assessment with a case manager or other authorized representative to determine TRUA eligibility and the type, level, and duration of assistance for each program participant. Eligibility assessments, even when the client did not receive financial assistance, must be documented and kept in a client file. If a client was determined to be ineligible for program assistance, the reason for denial should be included as part of the client file.

1. Agencies of the program will:
 - a. Maintain well-developed internal policies that address the administration of the program.
 - b. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
 - c. Refer clients with housing barriers to appropriate resources.
 - d. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
 - e. Work with each client in a culturally appropriate way.
 - f. Have a process in place to refer individuals and families that are ineligible for this program to the appropriate resources or service provider that can assist them.
2. Client intake forms should include, at a minimum:
 - a. Name and contact information of applicant
 - b. Address including zip code
 - c. Income and assets of all household members over the age of 18
 - d. Statement of hardship
 - e. Demographic information needed for contract reporting requirements
 - f. Utility/company account information (if applicable)
 - g. Landlord contact information (if applicable)

Documentation Requirement

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

- Allowable
- Reasonable
- Defensible

Agencies must:

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

Minimum acceptable types of documentation, in order of preference:

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

Determining Acceptable Level of Documentation:

EXHIBIT A - 1

1. Agencies must make every effort to achieve the highest standard that is reasonable
2. Agencies must document reasons when using lower standard of documentation.

Payment Process Requirement

- i. Brothers Redevelopment will receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
- ii. Brothers will require a proof of payment or signed form from the landlord/vendor for each payment made in accordance with these program guidelines. Proof of payment for each payment made will be included as part of the client file. Proof of payment may include: rent receipt form (provided to landlord from BRI) an account ledger and organization bank records showing payment has posted/check has been cashed. BRI will make every attempt to obtain proof of payment from landlord, however will not be held responsible if landlord chooses not to return proof of payment form.
- iii. Once approved, checks will be issued as quickly as possible. No checks are to be made out to the participant. Checks will be made out to each individual (vs. companies/utilities) only after the individual has been identified through City property records as the owner of the property where the participant lives.
- iv. Maintain financial assistance records and notify HOST if the request does not fit the established guidelines.
- v. Provide HOST with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance. In all cases, assistance will be paid directly to the owner, vendor or management company providing the housing/utilities.
- vi. Brothers must submit invoices with back up documentation on each of the payments. Expenses eligible for reimbursement may only be incurred January 1, 2019 through December 31, 2020.

Client Requirements:

1. **Proof of Residency** - The participant must provide evidence of tenancy via a lease, 10-Day Rent Demand and/or Rent Ledger reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries for a period of at least 60 days. If there is no formal lease, evidence of residency at the current residence may be provided in lieu of the lease and include demonstrated regular payments to the owner of the property or a signed Affidavit by the lessee that the property is the participant's primary residence.
2. **Proof of Income** – For the purposes of this contract, the participant household must be low to moderate income, with household income defined as at or below the current HUD 80% Area Median Income (AMI) as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>.

Written proof of income may include the following:

- Pay stubs (wages, salary, armed forces income)
- Proof of unemployment application
- Certification of Zero Income
- State or benefit notice
- Court order (alimony, child support)
- Federal or state tax return
- Dividend interest statement
- Other written verification of income:
 - o Name of income source, and applicant name
 - o Income amount and frequency

EXHIBIT A - 1

- o Contact information for authorized income source representative
- o Signed and dated by authorized income source representative

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

- a. Self-declaration of income is acceptable ONLY in very limited circumstances. A self-declaration must be clearly documented in the case file, including all attempts to obtain third party verification and a signed Affidavit that the declared income is accurate. Self-declared cases will be monitored closely for compliance with program requirements.

3. Verification of Need

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

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

- 4. **Identification** – The applicant must provide identification as required by City policies and ordinances.

Ineligible Activities:

Ineligible program, activities include:

- Assistance to individuals or households with income exceeding 80% of AMI. For the purpose of this contract, we will use the income limits as published by HUD, as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>
- Mortgage costs including payment, fees, taxes and refinancing expenses
- Direct legal services
- Other costs such as credit card bills or other consumer debt, car repair or other transportation costs, travel, food, medical and dental care and medicines, clothing and grooming, home furnishings, pet care, entertainment activities, work or education related materials
- Direct cash assistance to program participants

Confidentiality Requirement

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

Implementation Plan and Timeline

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

Task	Projected Beginning & End Dates
Provide UA program services to eligible households	Jan 1, 2019- Dec 31, 2020
Provide RA program services to eligible households	Jan 1, 2019- Dec 31, 2020
Provide monthly reports	Monthly by the 15 th

Objective & Outcome

Objective

Provide temporary financial assistance for low and moderate income resident households of Denver experiencing a housing crisis including economic pressures, unsafe housing conditions or a potential eviction including economic pressures, unsafe housing conditions or a potential eviction.

Outcome

Mitigate the displacement of low and moderate income residents of Denver.

III. Budget

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. Organization receives income from operations. Yes No If Yes, describe:

Non-personnel costs are being funded. Yes No

IV. Reporting

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

If the Contractor completes the project and all money is drawn, a final report will be submitted indicating “final report” and no further reports are required.

Contractor will email the following report to the Program Specialist:

TRUA Performance Report

Frequency:

Monthly by the 15th day

The information reported must include progress toward meeting the proposed number of outcomes and participant demographic information as outlined on the TRUA Performance Report.

HOST Budget Narrative

BRI – TRUA Budget Narrative

This Budget is based on the information available at the time of contracting, the Department of Housing Stability will reimburse based on actual expenditures.

A. Personnel:

Name/Position Computation Cost

Housing Counselor (MG)

YEAR 1 \$43,000 x 70% \$30,310

Conducts TRUA Budget Workshops and intensive one-on-one budget appointments with return TRUA clients.

Bilingual TRUA Administrator

YEAR 1 \$32,000 x 100% of time spent on project = \$32,000

YEAR 2 \$42,000 x 100% of time spent on project = \$42,000

Point of contact for utility clients and Spanish speakers, collects source documentation. Refers clients to any outside agencies and attends housing education and outreach activities.

TRUA Administrator

YEAR 1 \$36,800 X 100% of time spent on project = \$36,800

YEAR 2 \$40,000 x 100% of time spent on project = \$40,000

Creates files, point of contact for clients, property managers, collects source documentation. Processes rental assistance cases. Refers clients to any outside agencies and attends housing education and outreach activities.

Housing Coordinator (PN)

YEAR 1 \$48,760 x 25% of time spent on project = \$12,190

YEAR 2 \$48,760 x 13.74% of time spent on project = \$6,700

Conducts TRUA Workshops and Counseling, provides case supervision, completes monthly reports, program development

TOTAL PERSONNEL COST: \$200,000

B. Rental Assistance: \$1,569,000

Rent to be paid directly to the owner of housing unit. The average cost is estimated to be: \$1,100 (713 households)

C. Utility Assistance: \$131,000

The average cost per unit is estimated to be: \$402 (163 households)

D. Benefit Navigation/Housing Counseling

Project Administrator (AB)

YEAR 1 \$53,000 x 41.91509% of time spent on project = \$22,215

YEAR 2 \$53,000 x 41.59% of time spent on project = \$21,875

Provides case supervision, data tracking, tracking all UA and RA payments to landlords and/or utility service providers, preparing and submitting invoices, program development

Housing Navigator (LG)

YEAR 1 \$37,500 x 12% of time spent on project = \$7,500

YEAR 2 \$37,500 x 75% of time spent on project = \$28,125

Creates files, point of contact for clients, property managers, collects source documentation. Processes rental assistance cases.

EXHIBIT A - 1

Bookkeeper (PR)
YEAR 1 \$75,000 x 3% of time spent on project= \$2,250
YEAR 2 \$75,000 x 1.3% of time spent on project= \$1,000
Processes all TRUA rent/utility assistance payments

Receptionist (LA)
YEAR 1 \$36,400 x 18.5% of time spent on project= \$6,735
YEAR 2 \$36,400 x 22.25274% of time spent on project= \$8,100
Directs all incoming TRUA calls to CHC Helpline, coordinates check pick-up and mail-out, distributes TRUA checks, facilitates walk-in appointments

TOTAL BENEFIT NAVIGATION/HOUSING COUNSELING COST: \$97,800

E. Office Supplies

TOTAL OFFICE SUPPLIES COST: \$2,200

Total Amount Requested from HOST: \$2,000,000



Program Budget and Cost Allocation Plan Summary

Contractor Name: Brothers Redevelopment, Inc. Program Year: 2019 and 2020
 Project : Temporary Rental & Utility Assistance (TRUA) Program
 Contract Dates: 1/1/2019 to 12/31/2020 Return to HOST Project Specialist: Melissa Thate

Budget Category	Agency Total (All Funding Sources)	Project Costs HOST Funding 1 201100000		Project Costs HOST Funding 2 201100000		Total Project Costs requested from HOST		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Personnel: Name and Job Title	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Housing Counselor (M.G.)	\$30,310.00	30,310	100.00%		0.00%	30,310	100.00%		0.00%		0.00%		0.00%	30,310	100.00%
Bilingual TRUA Administrator (A.R)	\$74,000.00	74,000	100.00%		0.00%	74,000	100.00%		0.00%		0.00%		0.00%	74,000	100.00%
TRUA Administrator (New Hire)	\$76,800.00	76,800	100.00%		0.00%	76,800	100.00%		0.00%		0.00%		0.00%	76,800	100.00%
Housing Coordinator (P.N.)	\$18,890.00	18,890	100.00%		0.00%	18,890	100.00%		0.00%		0.00%		0.00%	18,890	100.00%
Project Administrator (A.B.)	\$44,090.00	44,090	100.00%		0.00%	44,090	100.00%		0.00%		0.00%		0.00%	44,090	100.00%
Housing Navigator (L.G.)	\$35,625.00	35,625	100.00%		0.00%	35,625	100.00%		0.00%		0.00%		0.00%	35,625	100.00%
Bookkeeper (P.R.)	\$3,250.00	3,250	100.00%		0.00%	3,250	100.00%		0.00%		0.00%		0.00%	3,250	100.00%
Receptionist (L.A.)	\$14,835.00	14,835	100.00%		0.00%	14,835	100.00%		0.00%		0.00%		0.00%	14,835	100.00%
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				#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	
Total Salary:	297,800	297,800	100.00%	-	0.00%	297,800	100.00%	-	0.00%	-	0.00%	-	0.00%	297,800	100.00%
Fringes			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Personnel Total:	297,800	297,800	100.00%	-	0.00%	297,800	100.00%	-	0.00%	-	0.00%	-	0.00%	297,800	100.00%
Non-Personnel:	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Rent Assistance	\$1,569,000.00	1,569,000	100.00%		0.00%	1,569,000	100.00%		0.00%		0.00%		0.00%	1,569,000	100.00%
Utility Assistance	\$131,000.00	131,000	100.00%		0.00%	131,000	100.00%		0.00%		0.00%		0.00%	131,000	100.00%
Office Supplies (Postage, Printing, Paper, Folders)	\$2,200.00	2,200	100.00%		0.00%	2,200	100.00%		0.00%		0.00%		0.00%	2,200	100.00%
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			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Total Non-Personnel	1,702,200	1,702,200	100.00%	-	0.00%	1,702,200	100.00%	-	0.00%	-	0.00%	-	0.00%	1,702,200	100.00%
Total Project Cost	2,000,000	2,000,000	100.00%	-	0.00%	2,000,000	100.00%	-	0.00%	-	0.00%	-	0.00%	2,000,000	100.00%
Program Income (through funded activities)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!
Non-Project:	Total	Amount	%	Amount	%	Subtotal	%	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!
Total Non-Project Cost	-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
Grand Total	2,000,000	2,000,000	100%	-	0.00%	2,000,000	100.00%	-	0.00%	-	0.00%	-	0.00%	2,000,000	100.00%

EXHIBIT B

FINANCIAL ADMINISTRATION:

1.1 Compensation and Methods of Payment

- 1.1.1 Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 1.1.2 The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for line-item reimbursements. The Contractor must submit expenses to HOST on or before the last day of each month for the previous month's activity. 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.
- 1.1.3 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

- 1.2.1 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.
- 1.2.2 No more than four (4) vouchers may be submitted per contract per month, without prior approval from HOST.
- 1.2.3 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.
- 1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
- 1.2.5 For contracts subject to Federal Agreements, only allowable costs determined in accordance with 2 CFR Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.
- 1.2.6 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 last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:
 - a. Amount of the request in total and by line item;

- b. Period of services for current reimbursement;
 - c. Budget balance in total and by line item;
 - d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).
- 1.2.7 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.
- 1.2.8 The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

- 1.3.1 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.
- 1.3.2 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.
- 1.3.3 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.

1.4 Fringe Benefits

- 1.4.1 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.

1.5 General Reimbursement Requirements

- 1.5.1 Invoices: All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- 1.5.2 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.
- 1.5.3 Cell Phone: If the monthly usage charge is exceeded in any month, an approval from the Executive Director or designee will be required.
- 1.5.4 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.
- 1.5.5 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.

2.1 Program Income

- 2.1.1 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.
- 2.1.2 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.

- 2.1.3 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).

3.1 Financial Management Systems

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

- 3.1.1 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.
- 3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
- 3.1.3 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.
- 3.1.4 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.
- 3.1.5 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.
- 3.1.6 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.

- 3.1.7 For contracts subject to Federal Agreements, the Contractor shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
- 3.1.8 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.
- 3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
- 3.1.10 The Contractor shall participate, when applicable, in HOST provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

4.1 Audit Requirements

- 4.1.1 For contracts subject to Federal Agreements, if the Contractor expends seven hundred and fifty thousand dollars (\$750,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the OMB Omni Circular.
- 4.1.2 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.
- 4.1.3 A management letter, if issued, shall be submitted to HOST along with the reporting package prepared in accordance with the Single Audit Act Amendments and the OMB Omni Circular. 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 the Single Audit Act Amendments and the OMB Omni Circular, as set forth in 24 C.F.R. Part 45 for each applicable management letter matter.
- 4.1.4 All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
- 4.1.5 The Contractor will be responsible for all Questioned and Disallowed Costs.
- 4.1.6 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.

5.1 Budget Modification Requests

- 5.1.1 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.
- 5.1.2 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.
- 5.1.3 The Contractor understands that any budget modification requests under this Agreement must be submitted to HOST prior to the last Quarter of the Contract Period, unless waived in writing by the HOST Director.

6.1 Procurement

- 6.1.1 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.
- 6.1.2 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.
- 6.1.3 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.

7.1 Bonding

- 7.1.1 For contracts subject to federal agreements, HOST may require adequate fidelity bond coverage, in accordance with 24 C.F.R. 84.21 (d), where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

- 8.1.1 The Contractor must retain for seven (7) years financial records pertaining to the contract award. The retention period for the records of each fund will start on
- 8.1.2 the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.
- 8.1.3 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.

9.1 Contract Close-Out

- 9.1.1 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.
- 9.1.2 Contract close out forms will be provided to the Contractor by HOST within thirty (30) days prior to end of contract.
- 9.1.3 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.

10.1 Collection of amounts due

- 10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally 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.