

THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **BROTHERS REDEVELOPMENT, INC.**, a Colorado nonprofit whose address is 2250 Garden Level Suite B, Garden Level, Ste B, Denver, CO 80214 (the “Subrecipient”), collectively the “Parties” and each individually a “Party.”

RECITALS:

A. The Parties entered into an Agreement dated August 29, 2022, an Amendatory Agreement dated October 17, 2022, and a Second Amendatory Agreement dated February 1, 2023 for the City to provide emergency rental assistance services to individuals and families at risk or homelessness (collectively, the “Agreement”); and

B. The Parties wish to amend the Agreement to increase the Maximum Contract Amount and to make such other amendments as are herein set forth.

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

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

2. The following language is hereby added to Section 2 **“GRANT AWARD”** to read as follows:

“2. **GRANT AWARD:**

...
The Subrecipient agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Section 603(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, Public Law No. 117-2 (March 11, 2021) (along with all rules and regulations promulgated thereunder, “ARPA”). The Parties acknowledge that all funding from ARPA (collectively, “ARPA Funds”) may only be used to cover those eligible costs incurred by the City during the period that begins on March 3, 2021 and ends on December 31, 2024:

a. To respond to the public health emergency with respect to the Coronavirus Disease 2019 (“COVID-19”) or its negative economic impacts,

including assistance to households, small businesses, and nonprofits, or to aid impacted industries such as tourism, travel and hospitality;

b. To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers of the City that are performing such essential work, or by providing grants to eligible employers that have eligible workers who perform essential work;

c. For the provision of government services to the extent of the reduction in revenue of the City due to the COVID-19 public health emergency relative to the revenues collected in the most recent full fiscal year of the City prior to the emergency; or

d. To make necessary investments in water, sewer, or broadband infrastructure.

The Subrecipient shall only utilize ARPA Funds for the purposes described in the Scope of Work as described in **Exhibit A-3**. The Subrecipient agrees and acknowledges that, as a condition to receiving the ARPA Funds, it shall strictly follow the Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto and incorporated herein as **Exhibit D**. All invoices submitted by the Subrecipient to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by ARPA Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Subrecipient shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses. To avoid an unlawful duplication of federal benefits, the Parties agree and acknowledge that the services and/or goods provided by the Subrecipient for which ARPA Funds are used shall not, to the extent that ARPA Funds are used, also be paid for or reimbursed by monies provided under any other federal program.

The City agrees and acknowledges that it shall obligate the use of ARPA funds for the services performed and/or good provided by the Subrecipient under this Agreement no later than December 31, 2024. The Subrecipient agrees and acknowledges that all services performed and/or goods provided by the Subrecipient using ARPA Funds must be performed and/or provided, respectively, by the Subrecipient no later than December 31, 2026. Further, the Subrecipient agrees and acknowledges that payment for all services performed and/or goods provided by the Subrecipient using ARPA Funds must be provided by the City to the Subrecipient no later than December 31, 2026. As such, the Subrecipient shall invoice the City not later than November 1, 2026 for all work performed pursuant to this Agreement for which ARPA Funds will be used to enable sufficient time for the City to review, process, and pay such invoice no later than the performance deadline prescribed in ARPA (the “Invoice Deadline Date”). Any invoice submitted by the Subrecipient after the Invoice Deadline Date for services performed and/or goods provided on or prior to December 31, 2026 may not be eligible to be paid by ARPA Funds, and, to the extent that ARPA Funds are not

available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.

To the extent that the Subrecipient’s services hereunder contemplate the spending of ARPA Funds, the Subrecipient shall provide to the City information responsive to mandatory performance measures, including programmatic data sufficient to conduct oversight as well as understand aggregate program outcomes. Further, in providing the ARPA-required information to the City, to the extent possible, Subrecipient shall provide this programmatic data related to such services disaggregated by race, ethnicity, gender, income, and other relevant demographic factors as may be determined by the City. The Subrecipient shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as the Subrecipient.

3. Section 5 of the Agreement entitled “**COMPENSATION AND PAYMENT:**” Sub section 5.5 entitled “**Maximum Contract Amount**” Sub paragraph 5.5.1. is hereby deleted in its entirety and replaced with:

“5.5. Maximum Contract Amount:

5.5.1. Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FOUR MILLION EIGHT HUNDRED ELEVEN THOUSAND FOUR HUNDRED SIX DOLLARS AND NO CENTS (\$4,811,406.00)** (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 Subrecipient beyond that specifically described in **Exhibits A, A-1, A-2 and A-3**. Any services performed beyond those in **Exhibits A, A-1, A-2 and A-3** as applicable, are performed at Subrecipient’s risk and without authorization under the Agreement.”

4. The following language is hereby added to Section 7 “**EXAMINATION OF RECORDS AND AUDITS**” to read as follows:

“7 EXAMINATION OF RECORDS AND AUDITS

...
The Subrecipient shall maintain records of the documentation supporting the use of ARPA Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for ARPA Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Subrecipient’s use of ARPA

Funds pursuant to this Agreement. The Subrecipient shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of ARPA Funds, 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 section shall require the Subrecipient to make disclosures in violation of state or federal privacy laws. The Subrecipient shall at all times comply with D.R.M.C. 20-276.

5. Section 25 of the Agreement entitled “**NO EMPLOYMENT OF A WORKER WITHOUT AUTHORIZATION TO PERFORM WORK UNDER THE AGREEMENT**” is hereby deleted in its entirety.

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

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

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Contract Control Number: HOST-202367707-03/202263902-03
Contractor Name: BROTHERS REDEVELOPMENT, INC.

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By:

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

Attorney for the City and County of Denver

By:

By:

By:

Contract Control Number:
Contractor Name:

HOST-202367707-03/202263902-03
BROTHERS REDEVELOPMENT, INC.

By:  _____
8A0221C31D8A4BF...

Name: Jeff Martinez
(please print)

Title: President
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

BROTHERS REDEVELOPMENT INC.

HOST- 202367707-03

I. INTRODUCTION

Period of Performance Start and End Dates: June 1, 2022 – December 31, 2023

Project Description:

The purpose of this agreement is to provide a subaward from the Department of Housing Stability (HOST) in the amount of \$4,811,406.00. The funds will be utilized for the Brothers Redevelopment Emergency Rental Assistance Program.

Brothers Redevelopment Inc. will provide financial assistance and housing stability services for approximately 750 eligible households in congruence with the U.S. Department of Treasury requirements.

| | |
|---|--|
| Funding Source: | U.S. Department of Treasury Emergency Rental Assistance Funds |
| Project Name: | Brothers Redevelopment Emergency Rental Assistance Program |
| Activity Name: | Emergency Rental Assistance |
| Federal Award ID (FAIN) #: | ERA0068 |
| Federal Award Date: | 05/21/2021 |
| Federal Awarding Agency: | U.S. Department of Treasury |
| Pass-Through Entity: | City and County of Denver |
| Awarding Official: | U.S. Department of Treasury |
| Unique Entity ID | YQFNHGA5A4J7 |
| CFDA#: | 21.023 Emergency Rental Assistance Program |
| Central Subrecipient Registration Expiration Date: | Feb 24, 2024 |
| SAM.gov Expiration Date: | Feb 24, 2024 |

| | |
|------------------------------|--|
| Subrecipient Address: | 2250 Eaton St. Garden Level STE B Edgewater, Colorado 80214 |
| Organization Type: | Non-Profit |

American Rescue Plan Act Funds:

| | |
|---|--|
| Funding Source: | U.S. Department of Treasury American Rescue Plan Act Funds |
| Project Name: | Brothers Redevelopment Emergency Rental Assistance Program |
| Activity Name: | Emergency Rental Assistance |
| Federal Award ID (FAIN) #: | SLFRP4316 |
| Federal Award Date: | 05/21/2021 |
| Federal Awarding Agency: | U.S. Department of Treasury |
| Pass-Through Entity: | City and County of Denver |
| Awarding Official: | U.S. Department of Treasury |
| Unique Entity ID | YQFNHGA5A4J7 |
| CFDA#: | 21.027 Emergency Rental Assistance Program |
| Central Subrecipient Registration Expiration Date: | Mar 14, 2024 |
| SAM.gov Expiration Date: | Mar 14, 2024 |
| Subrecipient Address: | 2250 Eaton St. Garden Level STE B Edgewater, Colorado 80214 |
| Organization Type: | Non-Profit |

II. SERVICES DESCRIPTION**A. List of Services to be provided by Subrecipient**

1. Brothers Redevelopment Inc. will provide housing stability services and financial assistance to eligible households. Financial assistance may include rent, rental arrears, utilities and home energy costs, and utilities and home energy costs arrears. Brothers Redevelopment Inc. may also provide “other expenses” “related to housing” even if not incurred due to the COVID-19 outbreak as defined in the program guidelines.

2. All services arising under this contract will be in adherence to the requirements set in the Emergency Rental Assistance (“ERA”) program and State and Local Fiscal Recovery Funds (SLFRF) from the United States Department of the Treasury, pursuant to Sections 3201 and 9901 respectively of the American Rescue Plan Act of 2021, Pub. L. No. 117-2.

III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES

A. Subrecipient will:

1. Work with City to host any city-designated sensitivity training on an annual basis.
2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct service staff complete training refresher on a biennial basis.

B. The City will:

1. 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. The Subrecipient will also report on the demographics of staff working on this program throughout the duration of this contract. Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and 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.

V. FUNDS WILL BE USED FOR

- A. In accordance with the requirements of the Emergency Rental Assistance (“ERA”) program and State and Local Fiscal Recovery Funds (SLFRF) from the United States Department of the Treasury, pursuant to Sections 3201 and 9901 respectively of the American Rescue Plan Act of 2021, Pub. L. No. 117, provide

financial assistance, including rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing, to “eligible households” as defined below. Program guidelines will further detail the policies and procedures in administering these funds and follow the requirements established by the United States Department of the Treasury as outlined below.

B. Eligibility

1. An “eligible household” is defined as a renter household in which at least one or more individuals meets the following criteria:
 - a. has qualified for unemployment benefits or experienced a reduction in household income, incurred significant costs, or experienced other financial hardship during or due, directly or indirectly, to the coronavirus pandemic;
 - b. can demonstrate a risk of experiencing homelessness or housing instability; and
 - c. the household is a low-income family (as such term is defined in section 3(b) of the United States Housing Act of 1937 (42 U.S.C. 1437a(b))).
2. Rental assistance provided to an eligible household should not be duplicative of any other federally funded rental assistance provided to such household.
3. Eligible households that include an individual who has been unemployed for the 90 days prior to application for assistance and households with income at or below 50 percent of the area median income are to be prioritized for assistance.
4. Household income is determined as either the household’s total income for calendar year or the household’s monthly income at the time of application. For household incomes determined using the latter method, income eligibility must be redetermined every 3 months.

C. Available Assistance

1. An eligible household cannot receive more than 18 months of assistance under ERA1, ERA2, and SLFRF combined.
2. Rental arrears may be paid for so long as they were accrued after March 13, 2020.

D. Application Process

1. An application for rental assistance may be submitted by either an eligible household or by a landlord on behalf of that eligible household. While

landlord participation is strongly encouraged, if a landlord refuses to participate, ERA2 programs must offer assistance directly to tenants. Additionally, ERA2 programs can offer direct-to-tenant assistance first and immediately – these programs are not required.

- E. Prioritization - On an ongoing basis, Brothers Redevelopment Inc. shall identify the next tranche of cases to review using the prioritization method below. In the event of a conflict between this method of prioritization and the method of prioritization in the Program Guidelines, the Program Guidelines prioritization method shall control. Brothers Redevelopment Inc. shall prioritize the review of the cases based on the following, when this information is available:
1. Households that received eviction notices and these notices have been provided.
 2. Households whose income is at or below 50% Area Median Income (AMI) and adequate documentation has been provided.
 3. Households where one or more household members were unemployed for at least 90 days prior to the date of application and adequate documentation has been provided.
 4. Other applications as prioritized by the agency's written intake criteria.

VI. OBJECTIVE AND OUTCOMES

- A. **Objective:** Assist eligible households that are unable to pay rent, utilities, and other expenses related to housing.
- B. **Outcomes:** Provide financial assistance and housing stability services to approximately 750 eligible households.

VII. 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 using HOST provided forms.
- B. Subrecipient will submit reports via the online portal provided to the Subrecipient (unless otherwise specified). Reports will be due on the 15th day of the month following the end of the reporting period unless otherwise specified.
- C. The portal provides the Subrecipient 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 Subrecipient'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 Subrecipient to support the online portal.
- E. Subrecipient 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. Treasury has provided instructions reporting guidance as to what information grantees and Subrecipients must report to Treasury and how this information must be reported. At a minimum, in order to ensure that Treasury is able to fulfill its monthly and quarterly reporting requirements and its ongoing monitoring and oversight responsibilities, Subrecipients should anticipate the need to collect from households and retain records on the following:
 - a. Address of the rental unit;
 - b. For landlords and utility providers, the name, address, and Social Security number, tax identification number or DUNS number;
 - c. Amount of monthly rent covered by ERA assistance;
 - d. Amount of separately stated utility and home energy costs covered by ERA assistance;
 - e. Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak).
 - f. Total number of households receiving housing stability services;
 - g. Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - h. Household income and number of individuals in the household;
 - i. Gender, race, and ethnicity of the primary applicant for assistance;
 - j. The number of applications received;
 - k. Total number of recipient households whose income eligibility was determined based on their eligibility for other federal benefit programs
 - l. Total number of recipient households whose income eligibility was determined using fact-based proxy;

- m. The acceptance rate of applicants for assistance; and
 - i. Other data as required and identified by Treasury
 - ii. Treasury's Office of Inspector General may require the collection of additional information in order to fulfill its oversight and monitoring requirements. Treasury will provide additional information regarding reporting to Treasury at a future date.

VIII. SUBRECIPIENT RESPONSIBILITIES IN USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS

- A. The Subrecipient shall review, assess and approve or deny (as appropriate) ERA applications submitted, utilizing the Neighborly software system operated by Division of Housing, Department of Local Affairs, State of Colorado (DOH). The Subrecipient shall be responsible for applications for rental assistance that will be submitted to DOH within the City and County of Denver while this Agreement is in effect. This includes reviewing documents for completion and eligibility, approving applications, communicating with applicants and Property Owners, and making payments.
- B. The Subrecipient shall also be responsible for complying with any updated guidance issued by the United States Department of Treasury (USDT).
- C. Subrecipient shall be responsible for meeting all requirements for the use of ERA Funds, including prioritizing payment of applications in the manner required by USDT.
- D. Subrecipient shall review applications submitted to the DOH Neighborly software system, using a process established by DOH and HOST, to review resident data to verify that no duplication of benefits would occur for the applicants or a Household prior to the distribution of assistance.
- E. The Subrecipient shall only use the Neighborly software system in order to process applications within City and County of Denver, excluding all data for applicants from areas outside this jurisdiction.

IX. DATA USES, ACCESS AND PROTECTION FOR USE OF DEPARTMENT OF LOCAL AFFAIRS, DIVISION OF HOUSING, EMERGENCY RENTAL ASSISTANCE DATA SYSTEMS

- A. Subrecipient must comply with the requirement in sections 3201 and 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 to establish data privacy and security requirements for information they collect
- B. “State Records” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under Colorado Open Records Act (CORA). Subrecipients shall keep confidential, all State Records, unless those State Records are publicly available pursuant to the Data Uses, Access, and Protection Policy as presented below.
- C. Definitions
 - 1. “Applicant Information” means any and all data, information and records, accessed by Subrecipient through Neighborly for the purpose of applying for rental or utility assistance.
 - 2. “Applicant” means the head of household who submitted the application through Neighborly.
 - 3. “Subrecipient” is as defined as Subrecipient Legal Name in this contract
 - 4. “DOH” means Division of Housing, Department of Local Affairs, State of Colorado.
 - 5. “ERA II” means 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2, and any guidance documents published by the United States Department of the Treasury.
 - 6. “Data Security Breach” means the unauthorized acquisition of unencrypted data that compromises the security, confidentiality or integrity of personal information accessed through neighborly and maintained by Subrecipient.
 - 7. “DOH Data Systems” means Neighborly and any other data base, spreadsheet or other form of information system to which Subrecipient is provided access for the purpose of reviewing Applicant Information.
 - 8. “HOST” means City and County of Denver, Department of Housing Stability
- D. Permitted use of Applicant Information (“Permitted Use”)
 - 1. Applicant Information may only be used for the purpose of providing rental and/or utility assistance under this contract.
 - 2. Subrecipient shall use and access Applicant Information only for the Permitted Use or for review by the Federal Government during an audit or monitoring.
 - 3. Subrecipient may not view, download, make reports with or otherwise access applications in the Neighborly system that are submitted by Applicants that reside outside of the City and County of Denver.

4. Subrecipient may not download, export, take screenshots, or otherwise save Applicant Information outside of the Neighborly system, except for the purpose of billing and reporting required by law.

E. Data Security

1. Subrecipient shall keep Applicant Information confidential. Subrecipient shall take all necessary precautions, including, but not limited to:
 - a. Safeguarding the storage of Applicant Information.
 - b. Restricting which employees are given access to Applicant Information and to DOH Data Systems. Only those employees of Subrecipient who are directly responsible for the Permitted Use shall have access to, or use of, Applicant Information.
 - c. Protecting Applicant Information, DOH Data Systems and Subrecipient's information systems used for storing Applicant Information from unauthorized access, usage, or release.
 - d. Ensuring that all of Subrecipient's employees who will have access to Applicant Information have passed comprehensive criminal background checks, prior to giving them access to Applicant Information.
2. Develop and follow a Records Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

F. Third Party Access

1. Subrecipient shall not give any Third Party access to Applicant Information or to DOH Data Systems without HOST's and DOH's written permission. The acceptance or denial of a request for Third Party access to Applicant Information shall be solely determined at the discretion of DOH.
2. Before allowing any Third Party to access or use any DOH Data Systems or to participate in any activity involving Applicant Information, Subrecipient shall:
 - a. Give HOST and DOH reasonable notice that identifies the Third Party to which Subrecipient plans to grant access and the Provider Information or Provider information systems to which they are to have access.
 - b. Require the Third Party to review and agree to this Data Usage, Access and Privacy Policy.
 - c. Ensure that the Third Party and all of the Third Party's employees and agents that will have access to Applicant Information or to DOH Data Systems pass comprehensive criminal background checks.
 - d. Require that the Third Party provide for the security of Applicant Information as described in this policy.

- e. Require Third Party Record Retention Policy that maintains Applicant Information for only the length of time required by law and HOST policy.

G. Data Security Breach

1. Subrecipient acknowledges that it is solely responsible for any breach of the confidentiality of Applicant Information once that Applicant Information is accessed by Subrecipient its employees, agents, or licensees.
2. If a Data Security Breach has occurred, Subrecipient must report this in writing to HOST and DOH within one business day.
3. If a Data Security Breach has occurred, Subrecipient must conduct a prompt, good faith investigation to determine the likelihood that personal information has or will be misused. If the investigation determines that personal information has been or will be misused, the Subrecipient must provide notice to the affected Applicants within 30 days after the date the Subrecipient determined a breach had occurred. Subrecipient must report to HOST and DOH the findings of its investigations and notifications provided to the affected Applicants.

X. FINANCIAL ADMINISTRATION

A. Compensation and Methods of Payment

1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
2. The method of payment to the Subrecipient 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.
3. The Subrecipient 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 15th of each month following the month services were rendered 100% of the time. Subrecipient shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. Invoices shall be submitted to HOST at <https://denvergov.org/Government/Agencies-Departments->

[Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests](#)

For any invoicing questions, please, direct questions to HOSTAP@denvergov.org

6. Cash advances: Subrecipient s wishing for an initial and ongoing cash advances should make a request at time of agreement negotiation. The amount requested for payment of an initial cash advance will include an estimated schedule of costs incurred in the initial 30 days. The Subrecipient must be able to provide documentation to HOST staff for verification of incurred costs for the previous month’s cash advance prior to receiving a future month’s cash advance. If a cash advance is received, Subrecipient must provide documentation of how the previously paid month’s cash advance was expended prior to submitting an invoice for the next month’s cash advance. Requests for payment of a cash advance will include an estimated schedule of costs incurred in the subsequent month. If any portion of a cash advance is unspent from the prior period, the cash advance request must show the amount of unspent funds from the prior period and how it will be used in the estimated schedule of costs for the following month. Subrecipient must provide supporting documentation for all payments. Under no circumstances will an additional reimbursement or advance be considered until the previous advance documentation is received and approved by HOST staff

Interest:

Per Section 200.305(b)(8) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), to paraphrase, if the Subrecipient expects it can earn more than \$500.00 in interest per year on advances, then it must maintain the funds in an interest-bearing account and refund interest amounts that exceed \$500.00 annually. Up to \$500.00 can be retained for administrative purposes; refer to 200.305(b)(9) for details regarding repayment.

Per Section 200.305(b)(1) of the Uniform Guidance, to paraphrase, the Subrecipient should maintain written procedures that address the requirement to minimize the time between the receipt and disbursement of funds.

This is a link to the above regulations:

https://www.ecfr.gov/cgibin/textidx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.2.00_11&rgn=div8

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 Subrecipient 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 Subrecipient, 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 Subrecipient, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Subrecipient, may be made only with prior written approval by HOST program staff. Such budget and service modifications will require submittal by Subrecipient 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 Subrecipient 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.
 1. 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 Chapter I, Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "OMB Omni Circular") applicable to the organization incurring the cost will be reimbursed.

6. The reimbursement request, or draw request, for personnel and nonpersonnel expenses should be submitted to the City on a monthly basis, no later than the 15th 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).
7. If another person has been authorized by the Subrecipient 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.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits are allowable if they are provided under established written leave policies, the costs are equitably allocated to all funding sources, including HOST awards; and, the accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the vendor. HOST does not allow payments for unused leave when an employee retires or terminates employment.

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 Subrecipient 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 Subrecipient, 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 Subrecipient 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. Financial Management Systems

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. 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 Subrecipient 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 Subrecipient shall maintain separate accountability for HOST funds as referenced in 24 C.F.R. 85.20 and the OMB Omni Circular.
8. The Subrecipient 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 Subrecipient 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.

H. Audit Requirements

1. For Federal Agreements subject to OMB Circular a-133, 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 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 Contactor 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.
3. All audit related material and information, including reports, packages, management letters, correspondence, etc., shall be submitted to **HOST Financial Services Team**.
4. The Subrecipient will be responsible for all Questioned and Disallowed Costs.
5. The Subrecipient 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 Subrecipient shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

I. Records Retention

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

J. Contract Close-Out

1. All Subrecipient s 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 Subrecipient 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 Subrecipient 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.

K. Collection of Amounts Due

1. Any funds paid to a Subrecipient in excess of the amount to which the Subrecipient 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:
 - a. make an administrative offset against other requests for reimbursements;
 - b. withhold advance payments otherwise due to the Subrecipient; or
 - c. other action permitted by law.
2. The Subrecipient 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.

XI. Budget

Contract Program Budget Summary

Contractor Name: **Brothers Redevelopment** City Contract #: **HOST 202367707**
 Project : **Emergency Rental Assistance Program (ERAP II)**
 Contract Term: From: **6/1/2022** To: **12/31/2023**
 Program/Fiscal Year: **2023**

| Budget Category | Agency Total (All Funding Sources for Agency) | Emergency Rental Assistance Program (ERAPII) | American Rescue Plan Act Funds (ARPA) 2023 | Total Costs requested from HOST | ERAP/EMAP Federal Funding | TRUA | Agency Total | | Budget Narrative |
|---|---|--|--|---------------------------------------|------------------------------|--------------------|--------------------|----------------|---|
| Housing Stability Services (10% of Total Award) | Total | Amount | Amount | Subtotal | Amount | Amount | Amount | % | |
| Mediator | \$75,000 | \$75,000 | \$0 | \$75,000 | \$0 | \$0 | \$75,000 | 100.00% | Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability help Denver residents in a housing conflict reach resolution. Mediation can be between tenants, staff, owner or management. |
| Case Managers | \$214,000 | \$150,000 | \$0 | \$150,000 | \$64,000 | \$0 | \$214,000 | 100.00% | Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability BRI case management with an emphasis on the arrangement, coordination, and delivery of services related to housing needs and improving housing stability. Due to the time-limited nature of these services (short term assistance), case management in this context focuses on needs that can be addressed within a set time frame and with available resources. |
| Navigator | \$90,000 | \$90,000 | \$0 | \$90,000 | \$0 | \$0 | \$90,000 | 100.00% | Full-time salaries will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability Assist Denver residents with obtaining information about available housing resources. Grant bookkeeping and billing. |
| Fringe Benefits | \$61,129 | \$37,800 | \$0 | \$37,800 | - | \$23,328 | \$61,128 | 100.00% | Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits. |
| Total Housing Stability Services | \$440,129 | \$352,800 | \$0 | \$352,800 | \$64,000 | \$23,328 | \$440,129 | 100.00% | |
| Financial Services | Total | Amount | Amount | Subtotal | Amount | Amount | Amount | % | |
| Financial Assistance | \$9,577,871 | \$2,811,213 | \$1,273,971 | \$4,085,184 | \$3,600,000 | \$1,892,687 | \$9,577,871 | 100.00% | May be program specific-Eligible Costs may include Rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs. |
| Total Financial Services | \$9,577,871 | \$2,811,213 | \$1,273,971 | \$4,085,184 | \$3,600,000 | \$1,892,687 | \$9,577,871 | 100.00% | |
| Administrative (15% of total budget) | Total | Amount | Amount | Subtotal | Amount | Amount | Amount | % | |
| ERAP Administrators (FTE) | \$202,259.00 | \$132,000 | \$70,259 | \$202,259 | \$0 | \$0 | \$202,259 | 100.00% | Full-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Processing ERAP requests, program administration |

| Budget Category | Agency Total (All Funding Sources for Agency) | Emergency Rental Assistance Program (ERAPII) | American Rescue Plan Act Funds (ARPA) 2023 | Total Costs requested from HOST | ERAP/EMAP Federal Funding | TRUA | Agency Total | | Budget Narrative |
|---|---|--|--|---------------------------------------|------------------------------|--------------------|---------------------|----------------|---|
| ERAP Manager | \$78,624.00 | \$21,667 | \$16,312 | \$37,979 | \$16,312 | \$24,333 | \$78,624 | 100.00% | 33% FTE hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Processing ERAP requests |
| Billing Specialist | \$51,246 | \$22,500 | \$3,123 | \$25,623 | \$0 | \$25,623 | \$51,246 | 100.00% | 50% ERAP Full-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability - Assist Denver residents with obtaining information about available housing resources |
| Rental Assistance Bookkeeper | \$45,898 | \$22,500 | \$898 | \$23,398 | \$0 | \$22,500 | \$45,898 | 100.00% | 50% spent on ERAP Full-time hourly wages will be reimbursed at cost for work on this contract. HOST will not pay for bonuses, severances, or payouts of leave when an employee separates from their job. Please see section Financial Administration D. Payroll and E. Fringe Benefits. Description: Housing Stability - Assist Denver residents with obtaining information about available housing resources |
| Fringe | \$45,363.24 | \$ 23,840.04 | \$21,523 | \$45,363 | \$0 | \$0 | \$45,363 | 100.00% | Fringe benefits and payroll taxes (Fringe) will be reimbursed at cost or at the Federally Approved Fringe Rate. To receive a Fringe percentage, a contractor must provide a Federally Approved Fringe Rate letter or flat rate percentage for contracted staff. Please see section Financial Administration E. Fringe Benefits. |
| Program Supplies/Expenses | \$ 3,200.00 | \$3,200 | \$0 | \$3,200 | \$0 | \$0 | \$3,200 | 100.00% | Program-related expenses and supplies that are not given directly to a client. HOST or the funding agency may request the return of these items. PO/CA should customize for each contractor and items should all be within scope or work. |
| Total Administrative Costs | \$426,590 | \$225,707 | \$112,115 | \$337,822 | \$16,312 | \$72,456 | \$426,590 | 100.00% | |
| Total All Components | \$ 10,444,590.24 | \$3,389,720 | \$ 1,386,086.00 | \$4,775,806 | \$ 3,680,312.00 | \$1,988,471 | \$10,444,590 | 100.00% | |
| Indirect Costs | | | | | | | | | |
| Total All Items Eligible for Indirects | 443,329 | 356,000 | 0 | 356,000 | 64,000 | 1,916,015 | 443,329 | 100.00% | |
| Indirect Costs | \$35,600 | \$35,600 | \$0 | \$35,600 | \$0 | \$24,369 | \$35,600 | 100.00% | Indirect calculated at 10% of Housing Stability Services |
| Grand Total | \$10,480,190 | \$3,425,320 | \$1,386,086 | \$4,811,406 | \$0 | \$0 | \$10,480,190 | 100.00% | |

Exhibit D

OMB Approved No.:1505-0271

Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND

| | |
|--|--|
| Recipient name and address: City and County of Denver 201 West Colfax Avenue, Dept. 1010 Denver, Colorado 80202 | DUNS Number: 080483932 Taxpayer Identification Number: 846000580 Assistance Listing Number and Title: 21.019 |
|--|--|

Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

 Authorized Representative:
 Title:
 Date signed:

U.S. Department of the Treasury:

 Authorized Representative:
 Title:
 Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271
Expiration Date: November 30, 2021

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal

financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency’s or court’s findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient’s obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

City and County of Denver
Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.