FUNDING AGREEMENT
(ARPA FUNDS)

THIS **FUNDING AGREEMENT** (the "Agreement") made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City"), and the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO**, a public body corporate and politic under the laws of the State of Colorado, with an address of 1035 Osage Street, Denver, Colorado 80204 ("Grantee"), each individually a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, the City was awarded funds pursuant to 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);

WHEREAS, on August 17, 2023, Grantee purchased real property located at 4595 Quebec Street, Denver, CO 80216 (the "Property");

WHEREAS, the Property is a one hundred ninety-four (194) unit hotel that will be converted to permanent supportive affordable rental housing in accordance with the requirements of the Agreement between the City and Grantee dated August 28, 2018 that has a Contract Control No. of OEDEV-201843652 (the "D3 IGA") for a period of ninety-nine (99) years;

WHEREAS, to acquire the Property, Grantee secured a bridge loan in the amount of $16,050,000.00, and the balance of purchase price was paid for with Grantee's D3 bond funding pursuant to the D3 IGA;

WHEREAS, the City desires to provide funding to Grantee pursuant to this Agreement for partial repayment of the bridge loan for the Property acquisition;

WHEREAS, the Property will temporarily be leased to the City for primary use as non-congregate shelter and will later be converted by Grantee for use as permanent supportive affordable housing;

WHEREAS, the City is making certain monies available to ensure the Property is used pursuant to the terms of this Agreement;

WHEREAS, Grantee is eligible to receive funds from the City, and is ready, willing and able to meet the conditions associated therewith.

NOW, THEREFORE, in consideration of the mutual agreements herein contained, the

Parties agree as follows:

1. **THE PROJECT**: Grantee agrees to (i) acquire the Property, (ii) lease the Property to the City pursuant to the terms of the Lease Agreement dated August 29 , 2023 that has a Contract Control No. of FINAN-202369818 (the "Lease") for use as non-congregate shelter; and (iii) upon the expiration or earlier termination of the Lease, convert the Property for use as permanent supportive affordable housing in accordance with the requirements of this Agreement and the D3 IGA (the "Project"). The Property, upon conversion to affordable housing, will for a period of ninety-nine (99) years provide one hundred ninety-four (194) dwelling units that will be used as affordable rental housing for people experiencing homelessness, as further detailed in Section 5.

2. **PAYMENT OF FUNDS; USE AND DISBURSEMENT OF FUNDS**:

A. The amount to be paid by the City to Grantee shall not exceed **Fifteen Million Seven Hundred Thousand Dollars and NO/100 ($15,700,000.00)** (the "Grant"). The Grant proceeds will be used for the partial repayment of the acquisition bridge loan for the Property. The obligation of the City for payments under this Agreement is limited to monies appropriated by the City Council and paid into the City Treasury and encumbered for the purpose of this Agreement.

B. Grant funds will be disbursed at a scheduled closing on a date mutually agreeable to the Parties. Grantee must provide the City with wire instructions in a form acceptable to the City and the final settlement statement.

C. Expenses incurred prior to June 8, 2023, in relation to the subject of this Agreement are not eligible for reimbursement.

3. **ARPA FUNDS**:

A. Grantee agrees and acknowledges that some or all of the funds encumbered by the City for the purposes of this Agreement 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:

i. 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;

ii. 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;

iii. 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

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

B. Grantee shall only utilize ARPA Funds for the purposes described in this Agreement. Grantee 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 A**. All invoices or disbursement requests submitted by Grantee 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. Grantee 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 any funding provided to Grantee for which ARPA Funds are used shall not also be paid for or reimbursed by monies provided under any other federal program.

C. The Parties agree and acknowledge that all payments or disbursements of ARPA Funds must be paid by the City to Grantee no later than December 31, 2026. As such, the City further agrees and acknowledges that Grantee has already submitted documentary evidence to the City sufficient to certify that the ARPA funds identified per this Agreement have already been properly expended in connection with the transactions contemplated herein (e.g., Buyer's Settlement Statement, Grantee's promissory note and deed of trust for the bridge loan, etc.).

D. Grantee shall submit disbursement requests to the City not later than twenty-four (24) months after execution of this Agreement, but in no event later than November 1, 2026, to enable sufficient time for the City to review, process, and pay such request no later than the performance deadline prescribed in ARPA (the "Reimbursement Deadline Date"). Any disbursement

request submitted by Grantee after the Reimbursement Request Deadline Date may not be eligible to be paid with ARPA Funds, and, to the extent that ARPA Funds are not available to pay such disbursement request, partially or in total, such or disbursement request 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.

E. To the extent that Grantee's performance hereunder contemplates the spending of ARPA Funds, Grantee 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, Grantee 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. Grantee shall insert the foregoing requirement into all subcontracts related to this Agreement, thereby obligating all subcontractors to the same reporting requirement as Grantee.

4. DEADLINE FOR DISBURSEMENT OF FUNDS; REQUIRED DOCUMENTATION:

A. Grantee must satisfy all conditions set forth in this Agreement and close on the Grant funding on or before May 31, 2024 (the "Closing Deadline"). Failure to meet this deadline may result in the termination of this Agreement, at the Executive Director's sole discretion. No funds shall be disbursed under this Agreement until such time as (i) all conditions of this Agreement have been met and (ii) Grantee has closed on all financing necessary to acquire the Property.

B. All cost overruns and/or funding shortfalls for the conversion of the Property to affordable housing following the City's Lease term shall be the sole responsibility of the Grantee.

C. The Executive Director is authorized to extend or modify any deadlines or schedules (other than schedules or deadlines established or required by ARPA) set forth herein, provided that the Grantee also consents to any such change and that such changes are made in writing.

5. RESTRICTIONS ON USE OF PROPERTY:

A. Affordability Limitations.

i. Upon conversion of the Property to affordable housing, one hundred sixteen (116) of the units at the Property (the "60% Units") shall have rents not exceeding the lesser of: (i) fair market rent for comparable units in the area as established by the U.S. Department of

Housing and Urban Development ("HUD") under 24 C.F.R. 888.113, or (ii) a rent that does not exceed 30% of the adjusted income of a family whose annual income equals 60% of the median income for the Denver area, as determined by HUD, with adjustments for number of bedrooms in the unit.

ii. Upon conversion of the Property to affordable housing, seventy-eight (78) of the units at the Property (the "30% Units") shall have rents not exceeding the lesser of: (i) fair market rent for comparable units in the area as established by HUD, under 24 C.F.R. 888.113, or (ii) a rent that does not exceed 30% of the adjusted income of a family whose annual income equals 30% of the median income for the Denver area, as determined by HUD, with adjustments for number of bedrooms in the unit. The 30% Units may be counted as housing that serves "Very Low-Income Populations" (as defined in the D3 Agreement) and used to satisfy Grantee's obligations under the D3 Agreement.

iii. The 60% Units and 30% Units are referred to collectively herein as the "Affordable Units." By executing this Agreement, Grantee acknowledges receipt of HUD's current rent guidelines from HOST. It shall be Grantee 's responsibility to obtain updated guidelines from HOST to confirm the annual calculation of the maximum rents for the Denver area.

iv. The City shall determine maximum monthly allowances for utilities and services annually in accordance with 24 C.F.R. 92.252(d)(1) or another method acceptable to the City. Rents shall not exceed the maximum rents as determined above minus the monthly allowance for utilities and services. The City shall review rents for compliance within ninety (90) days after HOST requests rent information from the Grantee.

B. Occupancy/Income Limitations.

i. The 60% Units shall be occupied by tenants whose incomes are at or below sixty percent (60%) of the median income for the Denver area as determined by HUD, with adjustments for household size.

ii. The 30% Units shall be occupied by tenants whose incomes are at or below thirty percent (30%) of the median income for the Denver area as determined by HUD, with adjustments for household size.

iii. By executing this Grant Agreement, Grantee acknowledges receipt of HUD's current income guidelines from HOST. It shall be Grantee's responsibility to obtain updated guidelines from HOST and comply with the current guidelines.

C. Designation of Units. All of the Affordable Units are floating, and are designated as follows:

BEDROOMS	60% Units	30% Units
Studio	116	78
TOTAL	116	78

D. Accessibility Requirements. Upon conversion of the Property to affordable housing, Grantee must comply with Section 504 of the Rehabilitation Act of 1973 and HUD's implementing regulations at 24 C.F.R. Part 8. It is anticipated that Grantee's projected cost of alterations will be less than seventy-five percent (75%) of the replacement cost of the restricted value of the completed facility. As such, Grantee must comply with 24 C.F.R. § 8.23, which requires, among other things, that Grantee shall ensure that alterations to dwelling units at the Property, to the maximum extent feasible, be made readily accessible to and usable by individuals with disabilities. If, during the project period, the cost of alterations exceeds 75% of the replacement cost of the completed facility, then the provisions of 24 C.F.R. §8.22 shall apply to the Project.

E. Covenant Running with the Land. Grantee shall execute a covenant in form satisfactory to the City ("Covenant"), setting forth the rental and occupancy limitations described in subsections A and B above. Grantee shall deliver the executed Covenant to the closing agent at or before closing on the Grant funding. Upon the disbursement of Grant funds, the Covenant shall be recorded in the real estate records of the City and County of Denver and which shall constitute a covenant running with the land. The Covenant shall encumber the Property for ninety-nine (99) years from the date of the recording of the Covenant. Violation of said Covenant shall be enforceable as an event of default pursuant hereto; *provided, however,* that no violation of said Covenant shall exist prior to the date the Property is first converted to affordable housing.

6. TENANT SELECTION: Upon conversion of the Property to affordable housing, Grantee must adopt and have approved by the City written tenant selection polices. The tenant selection policies must, at a minimum, contain criteria that:

A. Are consistent with the purpose of providing housing for very low-income and low-income families;

B. Are reasonably related to program eligibility and the applicant's ability to perform the obligations of the lease;

C. Give reasonable consideration to the housing needs of families that would have a preference under federal selection preferences for admission to public housing;

D. Do not exclude an applicant with a certificate or voucher under the Section 8 Tenant-Based Assistance Housing Choice Voucher Program or an applicant participating in a HOME tenant-based rental assistance program because of the status of the applicant as a holder of such certificate, voucher, or comparable HOME tenant-based assistance document;

E. Provide for the selection of tenants from a written waiting list in the chronological order of their application, insofar as is practicable, with prompt written notification to any rejected applicant of the grounds for any rejection; and

F. Comply with the Violence Against Women Act requirements prescribed in 24 CFR §92.359.

7. **AFFIRMATIVE MARKETING**: Upon conversion of the Property to affordable housing, Grantee shall comply with the procedures outlined in the affirmative marketing program, attached hereto as **Exhibit C** and incorporated herein (the "Affirmative Marketing Program"), to provide information and otherwise attract eligible tenants from all racial, ethnic, and gender groups in the Property's housing market area in accordance with 24 CFR 92.351. Except Grantee may limit eligibility or give preference to a particular segment of the population in accordance with 24 CFR 92.253(d). Grantee must provide the plan required by the Affirmative Marketing Program (the "Affirmative Marketing Plan") to HOST. The Affirmative Marketing Plan must be approved by HOST prior to Grantee adopting it or engaging in any affirmative marketing of the Project.

8. **LEASES**: Upon conversion of the Property to affordable housing, there must be a written lease between the tenants of Affordable Units and the owner of the Project for a period of not less than one year, unless by mutual agreement between the tenant and the owner of the Project a shorter period is specified.

9. **PROHIBITED LEASE TERMS** Upon conversion of the Property to affordable housing, leases pursuant to which Affordable Units are occupied may not contain any of the following provisions:

A. Agreement to Be Sued. Agreement by the tenant to be sued, admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease.

B. Treatment of Property. Agreement by the tenant that the owner may take, hold or sell personal property of household members without notice to the tenant and a court decision on

the rights of the parties. However, the owner may dispose of personal property remaining in the unit after the tenant has moved out in accordance with Colorado law.

C. Excusing Owner from Responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

D. Waiver of Notice. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant.

E. Waiver of Legal Proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties.

F. Waiver of Jury Trial. Agreement by the tenant to waive any right to a trial by jury.

G. Waiver of Right to Appeal. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge a court decision in connection with the lease.

H. Tenant Chargeable with Cost of Legal Actions Regardless of Outcome. Agreement by tenant to pay attorney fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant.

I. Mandatory Supportive Services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered.

10. PROHIBITION OF CERTAIN FEES: Upon conversion of the Property to affordable housing, a tenant of an Affordable Unit may not be charged fees that are not customarily charged in rental housing (e.g. laundry room access fees), except that a tenant may be charged the following: reasonable application fees to prospective tenants; parking fees to tenants only if such fees are customary for rental housing projects in the neighborhood; and fees for services such as bus transportation or meals, as long as the services are voluntary and fees are charged for services provided.

11. TERMINATION OF TENANCY: Upon conversion of the Property to affordable housing, Grantee may not terminate the tenancy or refuse to renew the lease of a tenant of any of the Affordable Units except for serious or repeated violations of the terms and conditions of the lease; for violation of applicable Federal, State, or local laws; for completion of the tenancy period for transitional housing or failure to follow any required transitional supportive services plan; or for other

good cause. Any termination or refusal to renew must be preceded by service of written notice upon the tenant specifying the grounds for the action at least thirty (30) days before the termination of tenancy. Notwithstanding the foregoing, nothing in this Agreement shall prevent the owner of the Project from terminating a tenancy in accordance with Colorado Revised Statutes § 13-40-107.5(4)(a) for a substantial violation as defined in that statute.

12. MANAGEMENT OF PROPERTY: Upon conversion of the Property to affordable housing, Grantee shall provide and maintain good and efficient management of the Property satisfactory to the City. Grantee must execute and maintain in effect a management agreement for the Project with a qualified manager that has experience with affordable housing. Grantee shall notify the City of any (i) changes to the manager of the Property and (ii) of any significant changes staffing changes to the manager.

13. EXAMINATION OF RECORDS/REPORTING REQUIREMENTS/ ANNUAL MONITORING; INSPECTIONS:

A. Examination of Records: Grantee 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 Grantee's use of ARPA Funds pursuant to this Agreement. Grantee 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 Grantee to make disclosures in violation of state or federal privacy laws. Grantee shall at all times comply with D.R.M.C. 20-276.

B. Required Information and Reports. Upon conversion of the Property to

affordable housing, Grantee shall submit to the City the following information and reports on HOST approved forms or online system: (1) annual compliance statement; (2) report on rents and occupancy of Affordable Units to verify compliance with affordability requirements set forth in an affordable housing agreement; (3) data on evictions, terminations of tenancies, or tenancies not renewed for individuals residing in Affordable Units; (4) reports (including financial reports) that enable the City to determine the financial condition and continued financial viability of the rental project; (5) for floating units, if any, reports on unit substitution and filling vacancies to ensure that the Property maintains the required unit mix; and (6) template lease agreements for Affordable Units. The report required by subsection (2) of this Section shall include, but not be limited to, information related to monthly rent amount, lease term, household size, total annual household income, and race and other demographic information. The reports and information required by this Section shall be due within thirty (30) days of the City making a request for such reports and information. The failure to submit the reports and information requested by the City within thirty (30) days of the City's request shall be considered a material breach of this Agreement.

C. Access and Inspections. For the purposes of assuring compliance with the Agreement, the City shall have the reasonable right of access to the Property, without charges or fees, during the term of the Covenant. During the term of the Covenant, the City shall be entitled to conduct annual physical inspections of the Property. Grantee shall fully cooperate with the City in an annual monitoring of Grantee's performance and site inspection to verify compliance with the requirements of this Agreement.

14. FINANCIAL STATEMENTS: Upon conversion of the Property to affordable housing, Grantee must furnish to the City annually by June 1st, or within thirty (30) days of request by HOST, financial statements of Grantee audited by an independent certified public accountant, which must include an annual balance sheet and profit and loss statement of Grantee, in a form reasonably required by the City; provided, however, if Grantee's financial statements are not or will not be available to meet the deadlines specified in this section, then the Parties will set a mutually agreeable timeframe in which the financial statements must be provided to the City.

15. CONDITIONS PRECEDENT TO CITY'S FUNDING: In addition to any other conditions stated in the Agreement, the following conditions must be satisfied at prior to the Closing Deadline:

A. Organizational Documents. City hereby acknowledges that Grantee

provided the City, on or before the date of this Agreement, with (i) evidence in a form satisfactory to the City that the person executing this Agreement and any other documents related to the Grant has the full power and authority to bind Grantee; and (ii) all organizational documents related to Grantee, which must be acceptable to the City. Organizational documents include, but are not limited to, Articles of Incorporation, bylaws, and a certificate of good standing.

B. **Covenant**. The Parties must approve, and the Grantee must execute and deliver to the closing agent the Covenant.

C. **Evidence of Financing**. City hereby acknowledges that Grantee provided, on or before the date of this Agreement, such information and documentation sufficient to satisfy the City, in the City's sole discretion, that the Grantee has secured all financing necessary to acquire the Property. Documentation sufficient to satisfy the City may include, but not be limited to, commitment letters for all other financing or funding.

D. **Purchase and Sale Agreement**. *Intentionally deleted.*

E. **Facility Conditions Assessment**. *Intentionally deleted.*

F. **Audited Financials**. City hereby acknowledges that Grantee provided the City with the audited financials of Grantee for 2020 and 2021 on or before the date of this Agreement.

16. **COSTS AND EXPENSES**: Grantee agrees to pay all direct costs, expenses and attorney fees reasonably incurred by the City in connection with the Grantee's breach or default of this Agreement or the Covenant. Grantee agrees to pay reasonable closing costs, including all recording charges, costs of surveys, costs for certified copies of instruments, costs incurred for obtaining any documents or reports required pursuant to this Agreement, and all other costs incurred by the City in connection with the funding.

17. **CONDITIONS**:

A. The obligation of the City to grant the above sums is limited to funds appropriated by the Denver City Council, paid into the City Treasury, and encumbered for the purpose of this Agreement.

B. This Agreement is subject to the provisions of ARPA, the City Charter and Revised Municipal Code, as the same may be amended from time.

18. **INSURANCE**:

A. At all times during the term of this Agreement, including any renewals or extensions, Grantee shall maintain such insurance, by commercial policy or self-insurance, as is

necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended ("CGIA"). This obligation shall survive the termination of this Agreement.

B. Subcontractors and Subconsultants: Grantee shall ensure that all such Subcontractors and Subconsultants ("Subcontractors") maintain the following insurance covering all operations, goods or services provided pursuant to this Agreement. Grantee agrees to provide proof of insurance for all such Subcontractors upon request by the Grantee. The insurance coverages specified in this Agreement are the minimum requirements, and do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

C. Additional Insureds: For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include Grantee and the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. Workers' Compensation & Employer's Liability Insurance: Subcontractor shall maintain coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims.

E. Commercial General Liability: Subcontractor shall maintain a Commercial General Liability insurance policy with minimum limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate (if applicable), and $2,000,000 policy aggregate.

F. Automobile Liability: Subcontractor shall maintain Automobile Liability with minimum limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

19. <u>DEFENSE & INDEMNIFICATION</u>: Each Party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section 19 or any other provision of this Agreement or any Addendum shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the City or Grantee may have under

the CGIA or to any other defenses, immunities, or limitations of liability available to the City or Grantee by law.

20. AUDIT REQUIREMENTS: Non-profit organizations that expend $750,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (the "**OMB Omni Circular**") and applicable federal regulations.

21. UNIFORM RELOCATION ACT: The ARPA Funds are subject to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 ("URA"), as amended, and its implementing regulations. Grantee must comply with the requirements of the URA, as amended, and its implementing regulations.

22. NOTICES: All notices required by the terms of this Agreement must be hand delivered, sent by overnight courier service, or mailed by certified mail, return receipt requested, to the following:

To Grantee:

Housing Authority of the City and County of Denver
Attn: Erin Clark, Chief Real Estate Investment Officer, or successor
1035 Osage Street, 11th Floor
Denver, Colorado 80204

With a copy of any such notice to:

Housing Authority of the City and County of Denver
Attn: Joshua Crawley, Esq., COO and General Counsel, or successor
1035 Osage Street, 11th Floor
Denver, Colorado 80204

To the City:

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

With a copy to:

Denver City Attorney's Office
1437 Bannock St., Room 353
Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent

by certified mail are effective upon receipt. 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.

23. ASSIGNMENT AND SUBCONTRACTING: The City is not obligated or liable under this Agreement to any party other than the Grantee. Except to the extent allowable under the D3 Agreement, the Grantee shall not assign, sublet or subcontract with respect to any of the rights, benefits, obligations or duties under this Agreement except upon prior written consent of the City.

24. CITY NOT PARTY TO CONSTRUCTION CONTRACT: The City is not, and nothing in this Agreement shall be construed to constitute the City, a party to any construction contract pursuant to which the proceeds hereof are expended

25. WAIVER: No waiver of any breach or default under this Agreement shall be held to be a waiver of any other or later breach or default. All remedies afforded in this Agreement shall be construed as cumulative, in addition to every other remedy provided herein or by law.

26. SURVIVAL OF CERTAIN PROVISIONS: The terms of the Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable. Without limiting the generality of this provision, Grantee's obligations to provide insurance and to indemnify the City will survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

27. COUNTERPARTS: This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed to be an original and, taken together, shall constitute one and the same instrument.

28. NO DISCRIMINATION IN EMPLOYMENT: In connection with the performance of work under this Agreement, the Grantee may not refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Grantee shall insert the foregoing provision in all subcontracts.

29. GOVERNING LAW; VENUE: This Agreement shall be construed and enforced in

accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

30. RECITALS: All of the recitals above are hereby confirmed and incorporated herein as part of this Agreement.

31. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Grantee consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of this Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

List of Exhibits to Agreement

Exhibit A – Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

Exhibit B – Intentionally Omitted

Exhibit C – Affirmative Marketing Program

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Contract Control Number: HOST-202369738-00
Contractor Name: HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO

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:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

Contract Control Number: HOST-202369738-00
Contractor Name: HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO

By: See attached signature page

Name: See attached signature page
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Contract Control Number: HOST-202369738-00
Contractor Name: HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO

By: _____ (Sep 18, 2023 19:00 MDT)

Name: Joshua Crawley
(please print)

Title: Interim CEO, COO and General Counsel
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

Exhibit A

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

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Exhibit B
INTENTIONALLY OMITTED

EXHIBIT C
(Affirmative Marketing)

City and County of Denver
Affirmative Marketing Program

The City and County of Denver is committed to the goal of adequate housing for all its citizens and to affirmatively furthering fair housing opportunities. The City has developed written material explaining the City's Housing Programs for dissemination and will inform the public, owners, and potential tenants about Federal fair housing laws. These materials will display the "equal housing opportunity" slogan and logo. The City will also publicize its Housing programs through press releases, solicitations to property owners and written communications to fair housing groups and local lenders. The City will display the "equal housing opportunity" slogan on all such communications.

All contracts, grant agreements and/or loan agreements between the City or its agents and property owners executed in connection with the Housing Programs will:

(1) prohibit discrimination in the rental of housing rehabilitated through the City's Housing programs on the basis of race, color, religion, sex, national origin, age, handicap, or household composition;
(2) require compliance with all applicable fair housing and equal opportunity laws, and
(3) include a copy of our Affirmative Marketing Program and require compliance with all procedures contained herein for the period of affordability of the term of the loan, whichever is greater.

In the City's Housing Loan Program, the objective of the Affirmative Marketing Program and a project's Affirmative Marketing Plan will be to increase the racial/ethnic diversity of the project's tenant population so that the tenant population is not made up exclusively of persons of one race/ethnicity.
In order to accomplish this, owners will be required to adopt a plan that will inform and solicit applications from persons in the housing market who are least likely to apply for the housing without special outreach. In general, persons who are not of the race/ethnicity of the majority of the residents of the neighborhood in which the property is located will be considered as persons least likely to apply.

The City will work with the project owner to identify which racial/ethnic groups in the population are least likely to apply for housing in each project without special outreach. The City will assist the owner in developing a project specific Affirmative Marketing Plan which includes special outreach efforts and the City will approve the Plan. The property manager or rental agent will be required to maintain records enabling the City to assess the results of the owner's actions to affirmatively market units. These records will include rental applications, all vacancy notices, and rental receipts. The City or its agent will review the owner's records and these records must be made available to

the City. Additionally, the City will require the owner to submit annual tenant reports that will include tenant characteristics including race/ethnicity. The project's Plan will identify specific actions the owner must take when becoming aware of an impending vacancy. In some cases the owner will also be required to advertise the vacancy in a general circulation newspaper.

Owners who rent exclusively to one segment of the population to the exclusion of applicants from other segments will be notified of potential noncompliance. The City will provide technical assistance to the owners in expanding outreach efforts. If necessary, specific corrective actions will be required.

Owners who discriminate or who fail to comply with the requirements of this Affirmative Marketing Program may be found in breach of contract or in default on their grant or loan agreement, and the City may take action to recover all funds made available to the owner by the City plus applicable penalties.

The City has adopted a policy to aggressively encourage landlords to rehabilitate units that are accessible to persons with physical disabilities.