

## AMENDATORY AGREEMENT

**THIS 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 corporation whose address is 2250 Eaton St. Suite B, Edgewater, CO 80214 (the “Contractor”), individually a “Party” and jointly the “Parties.”

### RECITALS:

**WHEREAS**, the Parties entered into an Agreement dated December 19, 2024 (the “Agreement”) to provide Temporary Rental and Utility Assistance (TRUA) and supportive services to eligible residents in the City and County of Denver; and

**WHEREAS**, the Parties now wish to amend the Agreement to extend the Term and increase the Maximum Contract Amount.

**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...” in the existing Agreement shall be amended to read: “...Exhibits A and A-1...” as applicable. **Exhibit A-1** the Scope of Work is attached and will control from and after the date of execution.

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

**“3. TERM:** This Agreement will commence on **January 1, 2025**, and will expire, unless sooner terminated, on **December 31, 2026** (the “Term”).”

3. Section 4 of the Agreement, entitled “**COMPENSATION AND PAYMENT**”, Subsection 4.4 entitled “**Maximum Contract Amount**” Subparagraph 4.4.1 is amended to read as follows:

**“4.4. Maximum Contract Amount**

**4.4.1** Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **NINE MILLION SIX HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTY-FIVE DOLLARS AND ZERO CENTS (\$9,699,685.00)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including services performed by the Contractor beyond that specifically described in **Exhibits A and A-1**. Any services performed beyond those in **Exhibits A and A-1** or performed

outside the Term are performed at the Contractor's risk and without authorization under this Agreement.”

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

5. This 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.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;  
SIGNATURE PAGES FOLLOW].**

**Contract Control Number:** HOST-202582332-01/HOST-202476821-01  
**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:

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**APPROVED AS TO FORM:**

Attorney for the City and County of Denver

By:

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**REGISTERED AND COUNTERSIGNED:**

By:

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By:

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**Contract Control Number:** HOST-202582332-01/HOST-202476821-01  
**Contractor Name:** BROTHERS REDEVELOPMENT INC

By:   
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Name: Jeff Martinez  
(please print)

Title: President  
(please print)

ATTEST: [if required]

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

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

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

**EXHIBIT A-1**  
**SCOPE OF WORK**  
**DEPARTMENT OF HOUSING STABILITY**  
**BROTHER'S REDEVELOPMENT, INC.**  
**HOST-202582332-01**

**I. INTRODUCTION**

**Contract Term Date:** January 1, 2025 – December 31, 2026

**Project Description:**

The purpose of this contract agreement is to provide a Department of Housing Stability (HOST) amendment to extend the contract term for a new contract expiration of 12/31/2026 and add additional funds in the amount of \$3,699,685.00 for a total contract amount of \$9,699,685.00. These funds will be provided to Brother's Redevelopment, Inc. to be utilized to provide Temporary Rental and Utility Assistance (TRUA) and housing stability services to eligible residents in the City and County of Denver.

Funding Source:	Affordable Housing Funds
Project Name:	Temporary Rental and Utility Assistance Program
Budget Type:	<b>Focused Cost Reimbursement</b>
Contractor Address:	2250 Eaton St. Garden Level STE B Edgewater, Colorado 80214-1281
Organization Type:	Non-Profit

**II. SERVICES DESCRIPTION**

**A. List of Services to be provided by contractor.**

1. BRI will be responsible for adhering to the 2025 TRUA Program Standards document to be provided prior to the commencement of the contract.
2. BRI will accept participant referrals from HOST exclusively as outlined in the TRUA Program Guidelines
3. Program funds will be used to provide one-time rental and utility assistance, tenant/landlord mediation, eviction clinic navigation, resource navigation and housing navigation to eligible residents in the City and County of Denver as detailed below, and in accordance with TRUA Program Guidelines. In the event of a conflict between the details of program administration in this document and in the Program Guidelines, the Program Guidelines shall control.

**B. Activity Requirements:**

1. **Rental Assistance (RA):** BRI will provide one-time rental assistance to eligible households, for a period of up to 6 months, depending upon need.
  - a) Applicant must provide proof of current (or former) tenancy/ownership – during the month(s) for which rental/utility assistance is being requested – for the property at which they reside(d), and for which said assistance is being requested. The residence must be (or have been) the Applicant's

primary residence and must be located within the City AND County of Denver boundaries.

- b) Applicant must provide at least one of the allowable documents outlined in the Program Guidelines as proof of tenancy.
- c) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis of race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- d) The participant must attest to a current financial crisis to be eligible for financial assistance, which may include but is not limited to a notice of rent increase that will make existing housing unaffordable to the participant, a past due notice, demand for rent or possession, or a court summons.
- e) Rental assistance will not exceed 6 months. The months for which assistance is received, up to the maximum of 6 months, do not need to be consecutive.
- f) Rental assistance may include rental arrears, current month's rent, and one future month's rent. A month is considered current until the 14<sup>th</sup> day of that month. On the 15<sup>th</sup> day of that month or after, the month is considered in arrears and the subsequent month is current.
- g) Rental assistance may include payments made for rental units in which a tenant no longer resides if the rental unit was their primary residence during the months for which they are requesting assistance. Contractors should employ discretion to determine whether payments made for a previous unit or relocation assistance will best promote housing stability.
- h) Assistance may include late fees, attorney's fees, and posting fees with documentation of reasonableness, allowance in the lease, and verification that the costs were allowable under local and State law at the time the fees were charged.
- i) Relocation assistance may include application fees, security deposit assistance, and/or rental assistance if BRI is unable to help mitigate involuntary displacement from current residence. Relocation assistance may not be provided to residents moving from outside the City and County of Denver. To receive relocation assistance, the following criteria must be met:
  - i. Cannot have been displaced from a City and County of Denver residence for more than 90 days.
  - ii. Must demonstrate or attest to risk of involuntary displacement which may include but is not limited to eviction, hazardous conditions, landlord refusing to renew lease, etc).
  - iii. Must have resided within the City and County of Denver for the period of time immediately prior to displacement.
  - iv. Must be approved for a unit in the City and County of Denver.
  - v. Security deposit/first month's rent payment will be made to the individual/vendor where the funds are due on behalf of clients.
  - vi. Deposit and First Month's Rent will count as one month each toward the 6-month maximum.

- j) BRI will process rental payments for eligible participant households who are deemed eligible for the program.
- k) Payment requests will be delivered from BRI in accordance with the payment process requirements outlined below.
- l) Rental assistance is not intended to provide perpetual assistance beyond the 6-month maximum as outlined in the TRUA Program Guidelines. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected financial hardship.

## 2. Utility Assistance:

BRI will provide utility assistance to eligible households one time per utility. Utility assistance is paid directly to Denver Water and/or Xcel Energy (electric, gas) and may only be provided in conjunction with rental assistance at the time those funds are administered. The assistance is designed to prevent utility services from being disconnected by assisting low and moderate-income residents experiencing a financial hardship.

- a) The participant must provide evidence of residency at the current residence within the City and County of Denver boundaries via a lease or alternative evidence of residency in accordance with TRUA Program Guidelines. The residence must be the participant's current primary residence.
- b) Program assistance must be provided according to Fair Housing requirements that protect citizens from discrimination on the basis race, color, religion or creed, national origin, ancestry, age, sex, gender, sexual orientation, gender identity or gender expression, marital or familial status, military status or physical or mental disability.
- c) The participant must demonstrate need in the form of a disconnection notice or past due bill addressed to the current primary residence.
- d) Assistance will not exceed one occurrence per utility.
- e) Utility assistance may not include payments made for rental units in which a tenant no longer resides, regardless of whether the rental unit was their primary residence at the time of application submission.
- f) Water and energy may be paid separately.
- g) Utility assistance may include payments for a one-time utility deposit. Utility deposit payments will count towards an applicant's single occurrence of utility assistance per utility.
- h) BRI will process utility payments for participant households who are deemed eligible for the program.
- i) Payment will be delivered from BRI to the vendor where the funds are due on behalf of clients.
- j) Utility assistance is not intended to provide perpetual assistance. Assistance is intended to benefit participants who are not able to meet their monthly housing expenses due to unexpected financial hardship.

## 3. Eviction Clinic Navigation

BRI will provide resource navigation to TRUA applicants in-person at the Denver County Courthouse Eviction Clinic. Contractor will:

- i. Help Denver residents complete TRUA applications.
- ii. Provide status updates in response to client inquiries.
- iii. Refer clients to legal aid resources.
- iv. Connect clients to mediation services.
  - i. Educate clients about their rights and offer information about the eviction legal process.
- v. Refer to other external programs that can support a resident's housing stability.

#### **4. Resource Navigation**

BRI will provide resource navigation to households inquiring about rental and utility assistance in-person, over the phone, by email or by text.

Contractor will:

- i. Provide in-person assistance with completing a TRUA application to the extent possible based on capacity
- ii. Provide status updates in response to client inquiries
- iii. Refer to other external programs that can support a resident's housing stability

#### **5. Mediation**

BRI will provide tenant-landlord mediation to assist households in maintaining their current housing.

a.) Contractor will:

- i. Provide support to divert residents away from the court based legal process.
- ii. Negotiate with landlords to reach a payment plan, avoid an eviction filing, curtail an eviction case, facilitate a mutual recession, develop a plan for financial assistance in lieu of further legal action, or other possible resolutions.
- iii. Reach other agreements such as addressing issues of habitability, helping clients receive their security deposit, and address other tenant/landlord conflicts to maintain housing stability.

#### **6. Housing Navigation**

BRI will provide “light touch” case management to households who have been selected to receive TRUA in order to increase housing stability of the household.

Contractor will:

- i. Conduct a comprehensive intake including a housing needs assessment for each household
- ii. Provide referrals and warm hand-offs to stabilization resources.
- iii. Conduct regular check-ins with households being served (every two weeks at minimum).
- iv. Engage with households for a minimum of 3 months or until the household chooses to exit services or becomes non-responsive
- v. Provide housing application support as needed
- vi. Input service data into HMIS

#### **7. Contractor Intake Process Requirement**

Contractor must provide an initial consultation and eligibility assessment to determine TRUA eligibility and the type, level, and duration of assistance for each program participant. A case manager or other authorized representative of the contracted agency will perform the consultation and assessment.

Eligibility assessments, even when the client did not receive financial assistance, must be documented and kept in a client file. If a client was determined to be ineligible for financial assistance, the reason for denial should be included as part of the client file.

**a) Contractor will:**

- i. Maintain well-developed internal policies that address the administration of the program.
- ii. Assess each client to determine appropriate resources and services to eliminate housing related barriers.
- iii. Refer clients with housing barriers to appropriate resources.
- iv. Maintain well-developed partnerships with other service and housing providers, agencies, and local governments.
- v. Work with each client in a culturally appropriate way.

**b) Client intake forms should include, at a minimum:**

- i. Name and contact information of applicant
- ii. Address, including zip code.
- iii. Income of all adult household members (age 18 or older) who are requesting assistance, including applicant and co-applicant(s) (if applicable)
- iv. Self-attestation of financial hardship
- v. Demographic information needed for contract reporting requirements.
- vi. Utility/company account information (if applicable)
- vii. Landlord contact information (if applicable)

**8. Documentation Requirement:**

**a) Contractor must maintain adequate and easily identifiable documentation to determine the eligibility of program participants served. Documentation must demonstrate activities and expenses that are:**

- i. Allowable
- ii. Reasonable
- iii. Defensible

**b) Contractor must:**

- i. Verify and document eligibility prior to providing TRUA.
- ii. Maintain documentation in participant case file.

**c) Minimum Acceptable Types of Documentation, in Order of Preference:**

- i. Written third-party verification.
- ii. Oral third-party verification

d) Determining Acceptable Level of Documentation:

- i. Contractor must make every effort to achieve the highest standard that is reasonable.
- ii. Contractor must document reasons when using lower standard of documentation.

**9. Payment Process Requirement:**

- a) BRI will receive, review, and approve signed requests that contain all the information needed to determine eligibility and determine that the amount requested is allowed under established guidelines as noted in the participant eligibility above.
- b) Once approved, checks or ACH payment will be issued as quickly as possible. Checks or ACH payments will be made out to each individual or authorized property manager, only after they have been verified through City property records, lease, W-9, or other documentation as the owner and/or authorized property manager of the property where the participant lives.
- c) BRI may authorize payments made directly to Denver County court when doing so will prevent the applicant's involuntary displacement.
- d) In cases where landlords refuse payment or remain unresponsive, and a judgement against the tenant has not yet been entered, BRI may authorize payments made directly to tenants if doing so will prevent the applicant's involuntary displacement. Proof that landlord has refused payment or is unresponsive must be documented in the application file which must include:
  - i. A request for participation sent in writing, by mail, to landlord where addressee does not respond to the request within 10 business days or;
  - ii. A request for participation has been made at least three times by text or e-mail over a minimum of 7 business days with no response or;
  - iii. The landlord confirms in writing that they do not wish to participate or is unresponsive in cases of imminent displacement.
  - iv. Prior to funds being provided, tenant must agree to use any funds received for its intended purpose by submitting a declaration of agreement in writing or by e-mail. Landlord will also be provided with a 'Direct Tenant Payment Notification' letter describing the amount of funds provided to Tenant for rental assistance along with contact information to report any concerns of fraud.
- e) BRI must maintain financial assistance records.
- f) BRI must provide HOST with monthly financial data summarizing the financial assistance provided to each participant to avoid disallowed assistance.
- g) BRI must submit invoices with back up documentation on each of the payments.

**10. Client Requirements:**

- a) Proof of Residency – Applicant must provide proof of current (or former) tenancy/ownership – during the month(s) for which rental/utility assistance is being requested – for the property at which they reside(d), and for which said assistance is being requested. The residence must be (or have been) the Applicant’s primary residence and must be located within the City AND County of Denver boundaries. Applicant must provide at least one of the allowable documents outlined in the Program Guidelines as proof of tenancy.
- b) Proof of Income – For the purposes of this contract, the participant household must be low to moderate income, with household income defined as at or below the current HUD 80% Area Median Income (AMI) as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>. Proof of income may include, but is not limited to, the following:
  - i. Pay stubs (wages, salary, armed forces income)
  - ii. Court order (alimony, child support)
  - iii. Federal or state tax return
  - iv. Dividend interest statement
  - v. Categorical Eligibility
  - vi. Other written verification of income:
    - a. Name of income source, and applicant name
    - b. Income amount and frequency
    - c. Contact information for authorized income source representative.
    - d. Signed and dated by authorized income source representative.
- c) Identification – The applicant must provide identification as required by City policies and ordinances and the TRUA Program Guidelines.
- d) Evidence of Rent Due – can include, but is not limited to:
  - i. Signed lease agreement.
  - ii. Tenant ledger
  - iii. Demand or eviction notice
  - iv. Past payment receipts

## 11. Ineligible Activities:

### **Ineligible program activities include:**

- a) Assistance provided to individuals or households with income exceeding 80% of AMI. For the purpose of this contract, we will use the income limits as published by HUD, as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>.
- b) Assistance provided for residential properties located outside of the City and County of Denver.
- c) Assistance provided to individuals or households who are not experiencing a financial hardship.

## **III. ROLES AND RESPONSIBILITIES FOR BOTH PARTIES**

### **A. Contractor will:**

- 1. Work with City to host any city-designated sensitivity training on an annual basis.

2. Provide any online modular sensitivity training developed and provided by the City to all new direct-service staff within 15 days of hire date. Ensure direct-service staff complete training refresher on a biennial basis.
  - a. Sensitivity Training is available at  
[https://denvergov.org/media/denvergov/housingstability/context\\_of\\_homelessness/story.html](https://denvergov.org/media/denvergov/housingstability/context_of_homelessness/story.html)
  - b. The Executive Director or their delegate are required to complete and sign the “Statement of Completion of Required Training: Informed, Compassionate, and Positive Interactions with Persons Experiencing Homelessness” form biennially and submit to HOST.
3. Post the City and County of Denver’s Anti-Discrimination Office signage in an area where information is available to staff and program participants.
4. Ensure completion of requisite training as outlined by HOST Program Standards document.
5. Obtain consumer input at least quarterly. Gathering and utilizing consumer input ensures that the services provided effectively address the needs and preferences of the individuals/households served by this contractor. Feedback will collect information to ensure equity in access and outcomes. The City reserves the right to issue specific guidelines on the methods for collecting and integrating consumer feedback which may include use of a third-party evaluator. Details will be outlined in Program Standards documents.
6. Provide grievance policy and procedure to HOST within the first 90 days of this contract and annually or as updates are made thereafter. Grievance policies and procedures must be approved by HOST.

**B. The City will:**

1. Provide signage that includes information about the City and County of Denver’s Anti-Discrimination Office in both Spanish and English.
2. Provide access to the HOST Program Standards document and HOST will communicate any changes or updates made to the document.

**IV. EQUITY ACCESS AND OUTCOMES**

The Department of Housing Stability, in alignment with the Mayor’s Office of Social Equity and Innovation, values racial equity and inclusiveness and seeks to reflect this value in our funding practices. Our commitment to producing racially equitable housing outcomes is paramount to HOST’s overall mission of Denver residents being healthy, housed and connected. HOST requires all programs it funds to report on the demographic characteristics of households served by the program throughout the duration of the contract in coordination with other required reporting. The contractor will also report on the demographics of staff working on this program throughout the duration of this contract.

Specific information outlining the required data systems to be used and data to be collected are contained within the scope of work of this contract. This information will help HOST monitor demographic trends in who is served. The underlying objective of collecting and disaggregating data and outcomes by race is to understand who is currently served by HOST funded programs. This information will help inform future evaluation on any potential

disparate impacts across HOST programs, as well as strategies to help address equity in access to and outcomes from programs where appropriate. Additionally, HOST program and monitoring staff will be reviewing data, and will discuss your program's progress or challenges towards racially equitable services and outcomes at site visits and monitoring.

## V. OBJECTIVE AND OUTCOMES

Resources	Activities	Outputs	Metric	Outcomes	Metric	Impacts
TRUA Application Review Staff	Review applications and determine eligibility for assistance Approve applications for rental and/utility payments to prevent eviction	Timely application review	Avg review time < 2 weeks	Eviction prevented and/or relocation successful	95%	
	Review and issuing of direct financial assistance payments	Households Served with financial assistance	2025: 660 households Served 2026: 335 households served	Eviction prevented and/or relocation successful	95%	
	Provide TT/LL mediation through the following: Strategizing/Conflict, Coaching, Multi-entity/Stakeholder facilitation, Negotiation, Mediation	Timely payment	Payment time < 1 week	Eviction prevented and/or relocation successful	95%	
TRUA Accounting Staff		Temporary rental and utility assistance provided to eligible City and County of Denver households	\$7,274,760 in financial Assistance provided to eligible households	Eviction prevented and/or relocation successful	95%	Decrease in Eviction Filings and Writs Issued Displacement prevented Homelessness prevented
TRUA Mediation Staff				Services result in one of the following outcomes: • AGR = Agreement other than MOU • MOU = Memorandum of Understanding • NWR = Resolutions without written agreement • PAR = partial resolution	95%	Services provided effectively address the needs and preferences of the individuals/households served by this contractor
Housing Navigators	Provide assistance to tenants at the Eviction Clinic inquiring about TRUA Provide referrals to other housing stabilization resources	Households Served with Mediation services	2025: 120 households served 2026: 80 households served	HH rated their interaction with a navigator as useful in addressing their issue	90%	
	Provide housing navigation support including: housing	Households Served through resource navigation with referrals provided as necessary	1100 Households Served			

application support, relocation assistance, housing and other referrals	Households Served through housing navigation	240 Households Served	HHs with increased housing stability at program exit	85%	
	Households served through the Eviction Clinic	650 households served	HH rated their interaction with a navigator as useful in addressing their issue	85%	

## VI. REPORTING

- A. Contractors will be required to use HOST Programs Community to submit all program narrative and qualitative data reports. These reports are due the 15<sup>th</sup> business day of the month following each reporting period. Each narrative report will content information on program success, challenges, and funding leverage during the reporting period.
- B. HOST Programs Community will provide Contractor with an online forum to submit report for each reporting period. Supplemental reporting may be required when HMIS data and narrative reports are insufficient to demonstrate program impact. Submitted reports will be reviewed by the designated Program Officer for completeness, clarity, and accuracy.
- C. Upon execution of this contract, HOST will provide a user guide for using HOST Programs Community portal along with the required login information. Prior to the due date for the first required report, HOST will provide resources and support as needed or as requested by the Contractor to support the use of HOST Programs Community.
- D. Contractor may be required to submit a Contract Summary Report at the end of the contract period within 30 days after the Term End Date of this contract agreement.
- E. Data Monitoring
  - A description of the scope of data that will be monitored by HOST throughout the lifecycle of the contract. This includes the mechanism for reporting, the primary goal for households to be served, desired program outcomes, and any program-specific reporting requirements.
  - 1. Program data
    - a. Data sources
      - 1. Program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Additional data may be required in the reporting form and/or a supplemental data template provided by HOST.
        - i. Number of unique Households served (universal for all HOST-funded programs) and progress toward the households served goal: Households proposed to be served over the contract term – 2025: 2469
          - Direct Assistance - 660
          - Mediation - 120
          - Eviction Clinic Navigation - 650
          - Housing Navigation - 480
          - Short-term Housing Case Management -240
        - 2026: 1950
          - Direct Assistance - 335
          - Mediation - 80
          - Eviction Clinic Navigation - 450
          - Resource Navigation - 1100
          - Housing Navigation - 240

- ii. Demographics of households served:  
Demographic data of households served are monitored to ensure fair and equitable access to services. The scope of demographic data collected are specific to the needs of the program or any related funding sources. Demographic data can include but is not limited to race and ethnicity, income level, participant age/ age-group/ number of age-qualifying participants, disability status, mental health condition, or gender identity.  
The measures and benchmarks specified in the objectives and outcomes section.
- 2. Qualitative narratives: This includes reports on program successes and challenges, programmatic updates, and supplemental reports. These reports can be submitted through the Salesforce programs community or directly to HOST staff.
- 3. Financial Data
  - a. Funding sources and amount included
  - b. Total Contract spend to date, by budget category
- 4. Specific to this Scope of Work
  - a. Direct Assistance
    - i. Payment date
  - b. Mediation
    - i. Number of unique households served
    - ii. Number of households served not receiving any other TRUA services through BRI, including direct assistance
    - iii. Mediation outcomes
  - c. Eviction Clinic Navigation
    - i. Number of unique households served at the Denver County Courthouse Eviction Clinic
  - d. Resource Navigation
    - i. Number of unique households served
    - ii. Length of services per household
    - iii. Number of referrals made per household Perceived increase in housing stability outcomes
  - e. Housing Navigation
    - i. Number of unique households served
    - ii. Length of services per household
    - iii. Number and types of services provided per household
    - iv. Housing stability outcomes

## **VIII. FINANCIAL ADMINISTRATION**

### **A. Compensation and Methods of Payment**

- 1. Disbursements shall be processed through the Department of Housing Stability (HOST) and the City and County of Denver's Department of Finance.
- 2. The method of payment to the Contractor by HOST shall be in accordance with established HOST procedures for this Agreement line-item reimbursements. Invoice requests for reimbursement of costs should be submitted on a regular and timely

basis in accordance with HOST policies. Invoices should be submitted within thirty (30) days of the actual service, expenditure, or payment of expense.

3. The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget
4. Invoice request shall be completed and submitted on or before the 15<sup>th</sup> of each month following the month services were rendered. Contractor shall use HOST's preferred invoice template, if requested HOST Financial Services may require a Cost Allocation Plan and budget narrative for detailed estimated description and allocation of funds. This is dependent upon funding source and program requirements.
5. No more than four (4) Invoices may be submitted per contract per month, without prior approval from HOST.
6. All Invoices must be correctly submitted within thirty (30) days of the Agreement end date to allow for correct and prompt closeout of the contract.
7. All invoices are paid on a "Net 30" payment timeline, presuming invoices are free from errors, and do not require additional documentation or calculation revisions.
8. Invoices shall be submitted to the HOST contractor online portal at <https://denvergov.org/Government/Agencies-Departments-Offices/Agencies-Departments-Offices-Directory/Department-of-Housing-Stability/Partner-Resources/Contractor-Payment-Requests>
9. Cash advances: Subrecipients 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 contractor 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 contractor 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/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200\\_11&rgn=div8](https://www.ecfr.gov/cgi-bin/text-idx?SID=3dd26094b97303f1949f54e04911ea45&mc=true&node=se2.1.200_11&rgn=div8).

## **B. Invoicing Requirements**

1. 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. City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.
3. If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to HOST prior to the draw request.
4. The standardized HOST “Expense Certification Form” should be included with each payment request to provide the summary and authorization required for reimbursement. HOST reserves the right to cancel an invoice if there are material errors that must be corrected and will require the invoice to be resubmitted.

## **C. Payroll**

1. A payroll registers or payroll ledger from the official accounting system will verify the amount of salary. Payroll registers must detail the pay period, gross pay, and deductions.
2. If the employee(s) is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be deducted from the requested reimbursement amount and documented on each reimbursement summary sheet or payroll register.
3. HOST reserves the right to request submittal of additional documentation including timesheets or additional accounting system reports to substantiate payroll reimbursement requests.

## **D. Fringe Benefits**

1. Fringe benefits paid by the employer can be requested as substantiated by the payroll registers or accounting records submitted for the appropriate period.
2. Fringe benefits include, but are not limited to, the costs of leave (vacation, family-related, sick, or military), employee insurance, pensions, and unemployment benefit plans. The cost of fringe benefits is allowable if they are provided under established written leave policies, 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.

#### **E. General Reimbursement Requirements**

1. Invoices: All non-personnel expenses should be documented on a summary sheet for the period indicated on the reimbursement request to include:
  - a. Vendor Name
  - b. Amount
  - c. Purpose
  - d. Payment Method (Check #, ACH Date & Amount, Wire Number, Date & Amount, Credit Card Date & Amount)
  - e. All invoices and supporting documentation must be kept on file for audit purposes for three (3) years. For Audit purposes all invoices must be dated and readable invoices. The invoices must be from a vendor separate from the Contractor and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed, and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
2. Administration and Overhead Cost: Other non-personnel line items, such as administration, or overhead require invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

#### **F. Budget Modification Requests**

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

5. Budget modification requests are limited to two per each fiscal year of a contract agreement term. Exceptions to this limit may be made by the HOST Deputy Director or their designee.

#### **G. Contract Amendments**

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

#### **H. Financial Management Systems**

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

1. Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal and/or city financial reporting requirements.
2. Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.
3. Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property, and it must be assured that it is used solely for authorized purposes.
4. Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.
5. All HOST contracts will be subject to applicable Uniform Guidance (2 C.F.R. Part 200), agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.
6. Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc., shall be provided for all disbursements. The Contractor will maintain auditable records, i.e., records must be current and traceable to the source documentation of transactions.
7. The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.
8. A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.
9. The Contractor will be responsible for all Disallowed Costs
10. The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

## **I. Procurements**

1. The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services supplies, or other property that costs more than ten thousand dollars (\$10,000) in the aggregate.
2. The Contractor will ensure selected vendor or proposer has required insurance once the Contractor identifies a successful vendor or proposer.
3. The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
4. For contracts subject to federal agreements, if there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

## **J. Monitoring Requirements**

1. Monitoring may be performed by the program area, contract administration and financial services throughout the term of the agreement. Contractor will be notified in writing 30 days prior to facilitation of contract monitoring.
2. Program or Managerial Monitoring: The quality of the services being provided and the effectiveness of those services addressing the needs of the program. This may include reviewing the current spending and outcomes to date for the contract.
3. Contract Monitoring: Review and analysis of current program information to determine the extent to which contractors are achieving established contractual goals. HOST will conduct performance monitoring and reporting reviews. This includes reviewing the current spending and outcomes to date for the contract. City staff will address any performance issues and require a corrective action plan to resolve concerns.
4. Compliance Monitoring: Will ensure that the terms of the contract document are met, as well as Federal, State and City legal requirements, standards, and policies.

## **K. Records Retention**

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

## **L. Contract Close-Out**

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

#### **M. Collection of Amounts Due**

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

#### **IX. FUNDS WILL BE USED TO**

- A. Provide rental and utility assistance to City and County of Denver residents at or below 80% of the Area Median Income who have experienced a financial hardship.
- B. Provide personnel and administrative funding to administer the program.

Contract	Amount
Base	\$6,000,000.00
1 <sup>st</sup> Amendment	\$3,699,685.00
<b>Total Amount</b>	<b>\$9,699,685.00</b>

#### **X. Budget**

Contract Program Budget Summary						
Contractor Name:	Brothers Redevelopment Inc					
Project :	(TRUA)		City Contract #:	HOST 202582332		
Budget Term:	1/1/2025 - 12/31/2026					
Program/Fiscal Year:	2025	Affordable Housing Funds HOST Funding (2025-2026)	General Fund Stability HOST Funding 2026	Total Costs requested from HOST	Agency Total	
Budget Category	Amount	Amount	HOST Total	Amount	%	Budget Narrative
Personnel: Job Title						
TRUA Program Staff Salaries	\$238,879	\$0.00	\$238,879	\$238,879	100.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position(s) Program Staff at full time, 100% time spent on contract, file review, processing and data entry. Program Lead that reviews for compliance with approvals. will be reimbursed at cost for work on this contract.
TRUA Navigators	\$182,340	\$0.00	\$182,340	\$275,675	66.14%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position(s) Program Navigators at full time 100% of time spent on contract. Provide information about the TRUA application process, staff the courthouse clinic, provide short term "light" case management, outreach to clients that may have previously experienced homelessness
TRUA Mediation	\$214,707	\$0.00	\$214,707	\$214,707	100.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position Full time, 100% of time spent on contract, Provide dispute resolution support for residents facing eviction or experiencing another form of housing conflict.
Program Manager	\$110,614	\$0.00	\$110,614	\$110,614	80.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position(s) Full time, 80% of time spent on contract. Oversees day to day operation of TRUA program for file compliance, payments, due diligence, and program management

Budget Category	Affordable Housing Funds HOST Funding (2025-2026)	General Fund Stability HOST Funding 2026	Total Costs requested from HOST	Agency Total		Budget Narrative
Accounting Support	\$163,804	\$0.00	\$163,804	\$163,804	100.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position(s) Full time, 100% of time spent on contract. Accounting functions in relation to the TRUA program. Payment distributions/processing, reconciliation, ect.
Data Specialist	\$120,924	\$0.00	\$106,923	\$106,923	100.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position(s) Full Time, 100% of time spent on contract. Responsible for HMIS data quality assurance, program reporting, measuring program outcomes, and recommending areas for improvement
Case Managers	\$184,596.00	\$0.00	\$184,596	\$170,000.00	108.59%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position Full time hourly rate, provide housing application, relocation and rapid rehousing support
Program Supervisor	\$34,454.00	\$0.00	\$16,000	\$16,000.00	100.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position Oversight of CHC TRUA Eviction Diversion Staff, TRUA Case Managers and/or TRUA navigators
Program Director	\$30,844.00	\$0.00	\$8,800	\$8,800.00	100.00%	Full-time 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 refer to the scope of work section Financial Administration-Payroll and Fringe Benefits. Short Description of position Oversight of Program implementation and goals, outreach
<b>Total Salary:</b>	<b>\$1,281,162</b>	<b>\$0</b>	<b>\$1,281,162</b>	<b>\$1,305,402</b>	<b>98.14%</b>	
<b>Fringe Benefits</b>	<b>\$190,073</b>	<b>\$0</b>	<b>\$190,073</b>	<b>\$190,073</b>	<b>100.00%</b>	Fringe benefits and payroll taxes
<b>Total Salary and Fringe Benefits:</b>	<b>\$1,471,235</b>	<b>\$0</b>	<b>\$1,463,894</b>	<b>\$1,463,894</b>	<b>100.00%</b>	
<b>Other Direct Costs</b>	Amount	Amount	Subtotal	Amount	%	

Budget Category	Affordable Housing Funds HOST Funding (2025-2026)	General Fund Stability HOST Funding 2026	Total Costs requested from HOST	Agency Total		Budget Narrative
Program Expenses and Supplies	\$3,300	\$0	\$2,300	\$2,300	100.00%	Cell phones for full time direct program staff allocated based on percentage of time spent on the program. Program-related expenses and supplies that are not given directly to a client. Parking Expenses ,
Bank Fees	\$2,000	\$0	\$1,000	\$1,000	100.00%	Bank Fees: Cancelled check fees/fees for lost checks in the mail. Fees will be reimbursed to stop payment and reissue the check.
Financial Assistance	\$5,603,075	\$2,400,000	\$8,003,075	\$8,003,075	100.00%	May be program specific-Eligible Costs may include Short-Term rent, Medium-term rent, and Rental Arrears. Rent to be paid directly to the owner of the housing unit.
<b>Total Other Direct Costs</b>	<b>\$5,608,375</b>	<b>\$2,400,000</b>	<b>\$8,006,375</b>	<b>\$8,006,375</b>	<b>100.00%</b>	
<b>Total Salaries, Fringe and Other Direct Costs</b>	<b>\$7,079,610</b>	<b>\$ 2,400,000.00</b>	<b>\$ 9,470,268.85</b>	<b>9,470,269</b>	<b>100.00%</b>	
<b>Indirect Costs</b>						
<b>Indirect Costs</b>	\$220,075.00	\$0.00	\$220,075	\$220,075	100.00%	Indirects calculated up to 15% of Total Salaries, Fringe and Other Direct Costs
<b>Grand Total</b>	<b>7,299,685.00</b>	<b>2,400,000.00</b>	<b>9,699,685.00</b>	<b>9,699,685.00</b>	<b>100.00%</b>	