

## A G R E E M E N T

**THIS AGREEMENT** is made 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 (the “Contractor”), jointly “the parties”.

The parties agree as follows:

**1. COORDINATION AND LIAISON:** The Contractor shall fully coordinate all services under the Agreement with the Executive Director of the Office of Economic Development, (“Executive Director”) or, the Executive Director’s designee.

**2. SERVICES TO BE PERFORMED:**

**a.** As the Executive Director directs, the Contractor shall diligently undertake, perform, and complete all of the services and produce all the deliverables set forth on **Exhibit A, the Scope of Work**, to the City’s satisfaction.

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

**c.** The Contractor shall faithfully perform the services in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing services of a similar nature to those described in this Agreement and in accordance with the terms of this Agreement.

**3. TERM:** The Agreement will commence on January 1, 2019 and will expire on January 1, 2021 (the “Term”). Subject to the Executive Director’s prior written authorization, the Contractor shall complete any work in progress as of the expiration date and the Term of the Agreement will extend until the work is completed or earlier terminated by the Executive Director.

**4. COMPENSATION AND PAYMENT:**

**a.** The City shall provide and the Contractor shall accept as the sole City funding for the program and for services rendered by Contractor and subcontractors and costs incurred under this Agreement the amount of **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)**. Amounts billed may not exceed the budget set forth in **Exhibit A**.

b. **Reimbursable Expenses:** There are no reimbursable expenses allowed under the Agreement. All of the Contractor’s expenses are contained in the budget in **Exhibit A**.

c. **Invoicing:** Contractor shall provide the City with a quarterly invoice in a format and with a level of detail acceptable to the City including all supporting documentation required by the City. The City’s Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

d. **Maximum Contract Amount:**

(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000)** (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services payments, including any services performed or amounts promised or extended by Contractor beyond that specifically described in **Exhibit A**. Any services performed beyond those in **Exhibit A** are performed at Contractor’s risk and without authorization under the Agreement.

(2) The City’s payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. The Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5. **STATUS OF CONTRACTOR:** The Contractor is an independent contractor retained to perform professional or technical services for limited periods of time. Neither the Contractor nor any of its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code, or for any purpose whatsoever.

6. **TERMINATION:**

a. The City has the right to terminate this Agreement with cause upon written notice effective immediately, and without cause upon thirty (30) days prior written notice

to the Contractor. However, nothing gives the Contractor the right to perform services under the Agreement beyond the time when its services become unsatisfactory to the Executive Director.

b. Notwithstanding the preceding paragraph, the City may terminate the Agreement if the Contractor or any of its officers or employees are convicted, plead *nolo contendere*, enter into a formal agreement in which they admit guilt, enter a plea of guilty or otherwise admit culpability to criminal offenses of bribery, kick-backs, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature in connection with Contractor's business. Termination for the reasons stated in this paragraph is effective upon receipt of notice.

c. Upon termination of the Agreement, with or without cause, the Contractor shall have no claim against the City by reason of, or arising out of, incidental or relating to termination, except for compensation for work duly requested and satisfactorily performed as described in the Agreement.

d. If the Agreement is terminated, the City is entitled to and will take possession of all materials, equipment, tools and facilities it owns that are in the Contractor's possession, custody, or control by whatever method the City deems expedient. The Contractor shall deliver all documents in any form that were prepared under the Agreement and all other items, materials and documents that have been paid for by the City to the City. These documents and materials are the property of the City. The Contractor shall mark all copies of work product that are incomplete at the time of termination "DRAFT-INCOMPLETE".

7. **EXAMINATION OF RECORDS:** Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Contractor, involving transactions related to the Agreement until the later of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations.

8. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event will any payment or other action by the City constitute or be construed to be a waiver by the City of any breach of covenant or default that may then exist on the part of the Contractor. No payment, other action, or inaction by the City when any breach or default exists will impair or prejudice

any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

9. **INSURANCE**: As the Contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended (“Act”), the Contractor shall maintain insurance, by commercial policy or self-insurance, as is necessary to meet the Contractor’s liabilities under the Act. Proof of such insurance shall be provided upon request by the City.

10. **LIABILITY**: 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 10 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 Contractor may have under the Colorado Governmental Immunity Act (§24-10-101, C.R. S., et seq.) or to any other defenses, immunities, or limitations of liability available to the City or Contractor by law.

11. **TAXES, CHARGES AND PENALTIES**: The City is not liable for the payment of taxes, late charges or penalties of any nature, except for any additional amounts that the City may be required to pay under the City’s prompt payment ordinance D.R.M.C. § 20-107, *et seq.* The Contractor shall promptly pay when due, all taxes, bills, debts and obligations it incurs performing the services under the Agreement and shall not allow any lien, mortgage, judgment or execution to be filed against City property.

12. **ASSIGNMENT; SUBCONTRACTING**: The Contractor shall not voluntarily or involuntarily assign any of its rights or obligations, or subcontract performance obligations, under this Agreement without obtaining the Executive Director’s prior written consent. The City does authorize the Contractor to procure a loan servicing provider without the need for additional City approval. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement by the City. The Executive Director has sole and absolute discretion whether to consent to any assignment or subcontracting, or to terminate the Agreement because of unauthorized assignment or subcontracting. In the event of any subcontracting or unauthorized assignment: (i) the Contractor shall remain responsible to the

City; and (ii) no contractual relationship shall be created between the City and any sub-consultant, subcontractor or assign.

**13. INUREMENT:** The rights and obligations of the parties to the Agreement inure to the benefit of and shall be binding upon the parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.

**14. NO THIRD PARTY BENEFICIARY:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the City or the Contractor receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.

**15. NO AUTHORITY TO BIND CITY TO CONTRACTS:** The Contractor lacks any authority to bind the City on any contractual matters. Final approval of all contractual matters that purport to obligate the City must be executed by the City in accordance with the City's Charter and the Denver Revised Municipal Code.

**16. SEVERABILITY:** Except for the provisions of the Agreement requiring appropriation of funds and limiting the total amount payable by the City, if a court of competent jurisdiction finds any provision of the Agreement or any portion of it to be invalid, illegal, or unenforceable, the validity of the remaining portions or provisions will not be affected, if the intent of the parties can be fulfilled.

**17. CONFLICT OF INTEREST:**

**a.** No employee of the City that has been involved in the negotiation of this Agreement or in any official action with regard to the subject matter hereof shall receive any personal, financial or beneficial interest as a result of the services provided under this Agreement. The Contractor shall not hire, or contract for services with, any employee or officer of the City that would be in violation of the City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

**b.** The Contractor shall not engage in any transaction, activity or conduct that would result in a conflict of interest under the Agreement. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interests of any

party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, will determine the existence of a conflict of interest and may terminate the Agreement if it determines a conflict exists, after it has given the Contractor written notice describing the conflict.

**18. NOTICES:** All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to the City at:

Executive Director of the Office of Economic Development  
201 W. Colfax Ave., Dept. 1011  
Denver, CO 80202

With a copy of any such notice to:

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

To Contractor at:

Housing Authority of the City and County of Denver  
Attn: Renee Martinez-Stone  
PO Box 40305  
Denver, Colorado 80204

With a copy of any such notice to:

Housing Authority of the City and County of Denver  
Attn: Joshua Crawley  
PO Box 40305  
Denver, Colorado 80204

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

**19. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:**

**a.** This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the “Certification Ordinance”).

**b.** The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**c.** The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subconsultant or subcontractor that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it is required to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subconsultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subconsultant or subcontractor and the City within three (3) days. The Contractor shall also terminate such subconsultant or subcontractor if within three (3) days after such notice

the subconsultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subconsultant or subcontractor provides information to establish that the subconsultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S., or the City Auditor, under authority of D.R.M.C. 20-90.3.

d. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

**20. INTENTIONALLY DELETED.**

**21. GOVERNING LAW; VENUE:** The Agreement will be construed and enforced in accordance with applicable federal law, the laws of the State of Colorado, and the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to the Agreement will be in the District Court of the State of Colorado, Second Judicial District (Denver District Court).

**22. NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under the Agreement, the Contractor may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status,

sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. The Contractor shall insert the foregoing provision in all subcontracts.

**23. COMPLIANCE WITH ALL LAWS:** Contractor shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States, the State of Colorado; and with the Charter, ordinances, rules, regulations and Executive Orders of the City and County of Denver.

**24. LEGAL AUTHORITY:** Contractor represents and warrants that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into the Agreement. Each person signing and executing the Agreement on behalf of Contractor represents and warrants that he has been fully authorized by Contractor to execute the Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions of the Agreement. The City shall have the right, in its sole discretion, to either temporarily suspend or permanently terminate the Agreement if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into the Agreement.

**25. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any party merely because any provisions of the Agreement were prepared by a particular party.

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

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

**28. ADVERTISING AND PUBLIC DISCLOSURE:** The Contractor shall not include any reference to the Agreement or to services performed pursuant to the Agreement in any of the Contractor's advertising or public relations materials without first obtaining the

written approval of the Executive Director. Any oral presentation or written materials related to services performed under the Agreement will be limited to services that have been accepted by the City. The Contractor shall notify the Executive Director in advance of the date and time of any presentation. Nothing in this provision precludes the transmittal of any information to City officials.

**29. CONFIDENTIAL INFORMATION:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent consultant would to protect its own proprietary or confidential data. “Proprietary Data” shall mean any materials or information which may be designated or marked “Proprietary” or “Confidential”, or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

**30. ACCESS TO FEDERAL TAXPAYER INFORMATION:**

**a. Performance:** In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his, her or its employees or subcontractors with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor’s employees.

(2) Any tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.

Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.

(7) No work involving federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if the Contractor fails to provide the safeguards described above.

**b. Criminal/Civil Sanctions:**

(1) Each officer or employee or any person to whom returns or return information is or may be disclosed will be notified in writing. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee or any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as one (1) year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee (United States for federal employees) in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained

by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established under it, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

c. **Inspection:** The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with contract safeguards.

**31. CITY EXECUTION OF AGREEMENT:** The Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

**32. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** The Agreement is the complete integration of all understandings between the parties as to the subject matter of the Agreement. No prior, contemporaneous or subsequent addition, deletion, or other modification has any force or effect, unless embodied in the Agreement in writing. No oral representation by any officer or employee of the City at variance with the terms of the Agreement or any written amendment to the Agreement will have any force or effect or bind the City.

**33. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_



**Contract Control Number:** OEDEV-201846549-00

**Contractor Name:** The Housing Authority of the City and County of Denver

By:  For

Name: Ismael Guerrero  
(please print)

Title: Executive Director  
(please print)

**ATTEST: [if required]**

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

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

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



EXHIBIT A

SCOPE OF SERVICES

OFFICE OF ECONOMIC DEVELOPMENT  
HOUSING DIVISION

ACTIVITY NAME: West Denver Single Family Plus Program

I. INTRODUCTION

Period of Performance Start and End Dates: January 1, 2019 – January 1, 2021

Project Description:

The purpose of this contract agreement is to provide an *Affordable Housing Fund Subaward* for \$500,000 through the Office of Economic Development’s Housing Division. These funds will be provided to the *West Denver Renaissance Collaborative* to be utilized in support of the West Denver Single Family Plus Program (WDSF+). Specifically, OED’s funds will be used to provide soft second mortgages to participants in the WDSF+ program earning below 80% of AMI. Funds will be used to support the construction of accessory dwelling units (ADUs) on a residential property where either the ADU or the primary home will be rented or occupied by residents earning below 80% of AMI. The soft second mortgages will be provided in amounts up to \$25,000, to be sized depending on household need.

West Denver Renaissance Collaborative focuses on the mitigation of displacement in nine West Denver neighborhoods. The WDSF+ program advances this mission by providing housing counseling resources to residents and facilitating the ADU development program for West Denver residents. Specifically, the WDSF+ program supports the construction of ADUs for homeowners in nine West Denver neighborhoods. Each ADU constructed through the WDSF+ program, or the primary house if the owner moves into the ADU, will be income-restricted via a deed restriction created and recorded by the West Denver Renaissance Collaborative for 25 years for occupancy or rental to tenants earning 80% of AMI or below. If a home is sold prior to the end of the 25-year covenant period, the homeowner will be required to pay a portion of development subsidy provided by WDRC to the homeowner to support construction. The portion of development subsidy repaid will decline over time proportionally to the amount of time outstanding on the covenant period. The development subsidy repaid will revolve to support the construction of ADUs for future homeowners and will create a new 25-year covenant period. Each ADU will be monitored annually for compliance with its income restriction by WDRC or an organization identified by WDRC via a competitive RFP process to monitor units for compliance.

This award is not for Research and Development (R&D).

Funding Source: Amount:  
 Affordable Housing Fund \$ 500,000

Proposed Number of outcomes: 20 households (hh)  
This projection is based on the following assumptions:

Eligible Activity	Amount Requested	Estimated cost/hh	Proposed Number
Soft Second Mortgages	\$500,000	Up to \$25,000	20
TOTAL	\$500,000		20

Sub-awardee Organization: West Denver Renaissance Collaborative

EXHIBIT A

**EIN#:** 84-6002414  
**DUNS#:** 039141353  
**CCR (Central Contractor Registration) Expiration Date:** 3/6/2019  
**Address:** 777 Grant St, Denver, CO 80209  
**Contact Person:** Renee Martinez-Stone  
**Phone:** 720-932-3136  
**Email:** [rmarti@denverhousing.org](mailto:rmarti@denverhousing.org)

**Organization Type:**

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

**Council District(s):** District 3, District 7

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

This pilot program is program available specifically to residents of target neighborhoods identified by West Denver Renaissance Collaborative (West Colfax, Sun Valley, Auraria, Lincoln Park, Villa Park, Barnum West, Barnum, Valverde, Westwood, and Athmar Park).

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

**II. ACTIVITY DESCRIPTION**

**Description of Activity:** The funds will be used to provide soft second mortgages to participants in the West Denver Single Family Plus program earning less than 80% of AMI. The soft second mortgages will contribute toward hard and soft construction costs associated with building an accessory dwelling unit on the parcel owned by the WDSF+ participant. The soft second mortgages will be provided in amounts up to \$25,000, to be sized depending on household need. All ADUs will be rented to or occupied by residents earning 80% of AMI or below, when constructed. The ultimate goal of the program is to mitigate the displacement of current West Denver homeowners, and to provide additional affordable rental housing options available to current and future low- and moderate-income West Denver residents.

**Implementation Plan and Timeline**

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

EXHIBIT A

Task	Projected Beginning & End Dates
Provide soft second mortgage assistance to WDSF+ participants earning below 80% of AMI	Jan 1, 2019 – Jan 1, 2021
Provide quarterly reports	Quarterly

**Objective & Outcome**

**Objective**

Provide soft second mortgages of up to \$25,000 to participants in the West Denver Single Family Plus Program earning 80% of AMI or below. The WDSF+ Program seeks to support West Denver residents in developing accessory dwelling units as a means of mitigating displacement. ADUs constructed through the program, or the primary house if the owner moves into the ADU, will be occupied or rented to residents earning 80% of AMI or below. The constructed ADU cannot be used as a short term rental property.

**Outcome**

Mitigate the displacement of low and moderate income residents of West Denver and provide new affordable ADU units. Stabilize mid- and low-income homeowners and help them to grow wealth.

**III. Budget**

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

Non-personnel costs are being funded.  Yes  No

**IV. Reporting**

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

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

Contractor will email the following report to the Program Specialist and copy the Contract Administrator:

WDSF+ Performance Report  
Frequency:

Quarterly

The information reported must include a narrative discussing successes and obstacles of administering the program, progress toward meeting the proposed number of outcomes, and participant demographic information as outlined on the WDSF+ Performance Report.

**West Denver Single Family Plus Program Budget Narrative**

**A. Soft Second Mortgages:** Funding provided by the Denver Office of Economic Development will be used to provide soft second mortgages to homeowners participating in the West Denver Single Family Plus (WDSF+) program earning less than 80% of area median income. Second mortgages will be sized depending on need, up to a maximum amount per household of \$25,000. Second mortgages will be repayable to the West Denver Renaissance Collaborative (WDRC) on a depreciating basis if the primary home and accessory dwelling unit are sold prior to the end of the 25-year loan term. Funds will be distributed to homeowners by WDRC, and WDRC or a contracting partner will complete the income verification process to identify eligible homeowners.

**Total Amount Requested from OED: \$500,000**



# Program Budget and Cost Allocation Plan Summary

Contractor Name: Denver Housing Authority/ West Denver Renaissance Collaborative - WDSF+ Pilot Program Program Year: 2019/2020  
 Project: WDSF+ Pilot Program Y1 & Y2  
 Contract Dates: 1/1/2019 to 12/31/2020 Return to OED Project Specialist: Haley Jordahl

Budget Category	Agency Total (All Funding Sources)	Project Costs OED Funding 1 201100000		Project Costs OED Funding 2 201100000		Total Project Costs requested from OED		Other City & County of Denver Funding (Add applicable funding as necessary)		Other Federal Funding		Other Non-Federal Funding		Agency Total	
		Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount
<b>Personnel: Name and Job Title</b>															
Program Coordinator	\$180,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	180,000	100.00%	180,000	100.00%
Program Director	\$40,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	40,000	100.00%	40,000	100.00%
Connector/Navigator outreach	\$30,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	30,000	100.00%	30,000	100.00%
Program staff .25-.33 time	\$25,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	25,000	100.00%	25,000	100.00%
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Job Title			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
<b>Total Salary:</b>	<b>275,000</b>	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	<b>275,000</b>	100.00%	<b>275,000</b>	100.00%
<b>Fringes</b>			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
<b>Personnel Total:</b>	<b>275,000</b>	-	0.00%	-	0.00%	-	0.00%	-	0.00%	-	0.00%	<b>275,000</b>	100.00%	<b>275,000</b>	100.00%
<b>Non-Personnel:</b>	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%	Amount	%
Outreach & program marketing	\$80,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	80,000	100.00%	80,000	100.00%
Program Housing Counselor	\$110,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	110,000	100.00%	110,000	100.00%
Legal fees	\$10,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	10,000	100.00%	10,000	100.00%
Pilot Program Assessment/documenting stories	\$55,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	55,000	100.00%	55,000	100.00%
Propety Management Training	\$35,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	35,000	100.00%	35,000	100.00%
Initial Architecture and Submittals for review	\$39,500.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	39,500	100.00%	39,500	100.00%
Y1 Waived or reduced development fees	\$258,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	258,000	100.00%	258,000	100.00%
Guarantee Fund (for qualifying participants)	\$81,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	81,000	100.00%	81,000	100.00%
Upfront Development site costs (recoverable in const)	\$170,000.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	170,000	100.00%	170,000	100.00%
2nd Position- Affordable ADU Loans (<80% AMI)	\$500,000.00	500,000	100.00%		0.00%	500,000	100.00%		0.00%		0.00%		0.00%	500,000	100.00%
Bridge for guaranteed financing	\$318,500.00		0.00%		0.00%	-	0.00%		0.00%		0.00%	318,500	100.00%	318,500	100.00%
Subcontractor (Specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Subcontractor (Specify)			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Subcontractor Costs-Single Family Rehab.			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Subcontractor Costs-Emergency Home Repair			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Subcontractor Costs-Energy Efficiency Program			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Subcontractor Costs-RHAMP			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Other Direct Costs			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Facility Costs			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Indirect Cost Allocation			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
<b>Total Non-Personnel</b>	<b>1,657,000</b>	<b>500,000</b>	30.18%	-	0.00%	<b>500,000</b>	30.18%	-	0.00%	-	0.00%	<b>1,157,000</b>	69.82%	<b>1,657,000</b>	100.00%
<b>Total Project Cost</b>	<b>1,932,000</b>	<b>500,000</b>	25.88%	-	0.00%	<b>500,000</b>	25.88%	-	0.00%	-	0.00%	<b>1,432,000</b>	74.12%	<b>1,932,000</b>	100.00%
<b>Program Income (through funded activities)</b>	<b>171,500.00</b>		0.00%		0.00%	-	0.00%		0.00%		0.00%	-	0.00%	-	0.00%
<b>Non-Project:</b>	Total	Amount	%	Amount	%	Subtotal	%	Amount	%	Amount	%	Amount	%		
Personnel Costs:			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Non-Personnel Costs:			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
Other (Specify):			#DIV/0!		#DIV/0!	-	#DIV/0!		#DIV/0!		#DIV/0!	-	#DIV/0!	-	#DIV/0!
<b>Total Non-Project Cost</b>	<b>-</b>	<b>-</b>	#DIV/0!	<b>-</b>	#DIV/0!	<b>-</b>	#DIV/0!	<b>-</b>	#DIV/0!	<b>-</b>	#DIV/0!	<b>-</b>	#DIV/0!	<b>-</b>	#DIV/0!
<b>Grand Total</b>	<b>1,932,000</b>	<b>500,000</b>	26%	-	0.00%	<b>500,000</b>	25.88%	-	0.00%	-	0.00%	<b>1,432,000</b>	74.12%	<b>1,932,000</b>	100.00%