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THIRD AMENDATORY AGREEMENT

THIS THIRD AMENDATORY AGREEMENT (the "Amendment") is made and entered into by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and **THE COMMUNITY FIRM**, a Colorado nonprofit corporation, whose address is 1600 N. Downing Street, Suite 600, Denver, Colorado 80218 (the "Contractor"), collectively the "Parties" and each individually a "Party."

RECITALS:

A. The Parties entered into an Agreement dated August 19, 2021, as amended by a First Amendatory Agreement dated June 21, 2022 and a Second Amendatory Agreement dated November 29, 2023, for the Contractor to provide eviction prevention and defense services to income qualified Denver households (the "Agreement"); and

B. The Parties desire to amend the Agreement as set forth below.

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

1. All references to "Exhibit A, A-1, and A-2, as applicable" in the Agreement are amended to read' "Exhibit A, A-1, A-2, and A-3, as applicable." Exhibit A-3 attached to this Amendment is hereby incorporated by reference into the Agreement.

2. Section 3 entitled "**TERM**" is amended to read as follows:

> "The Agreement will commence on August 1, 2021, and will expire, unless sooner terminated, on December 31, 2025 (the 'Term'). Subject to the Director's prior written authorization, Contractor shall complete any work in progress as of the expiration date and the Terms of the Agreement will extend until the work is completed or earlier termination by the Director."

3. Subsection 4.4.1. of the Agreement entitled "**Maximum Contract Amount**" is amended to read as follows:

> "Notwithstanding any other provision of the Agreement, the City's maximum payment obligation will not exceed **Two Million Five Hundred Thirty-Six Thousand Dollars and NO/100 ($2,536,000.00)** (the "Maximum Contract Amount"). The City is not obligated to execute an Agreement or any amendments for any further services,

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including any services performed by Contractor beyond that specifically described in **Exhibit A, A-1, A-2, or A-3**, as applicable. Any services performed beyond those in **Exhibit A, A-1, A-2, or A-3**, as applicable, are performed at Contractor's risk and without authorization under the Agreement."

4. A new Section 44 titled "**COMPLIANCE WITH DENVER WAGE LAWS**," is added to the Agreement to read as follows:

"**44. COMPLIANCE WITH DENVER WAGE LAWS:** To the extent applicable to the Contractor's provision of Services hereunder, the Contractor shall comply with, and agrees to be bound by, all rules, regulations, requirements, conditions, and City determinations regarding the City's Minimum Wage and Civil Wage Theft Ordinances, Sections 58-1 through 58-26 D.R.M.C., including, but not limited to, the requirement that every covered worker shall be paid all earned wages under applicable state, federal, and city law in accordance with the foregoing D.R.M.C. Sections. By executing this Agreement, the Contractor expressly acknowledges that the Contractor is aware of the requirements of the City's Minimum Wage and Civil Wage Theft Ordinances and that any failure by the Contractor, or any other individual or entity acting subject to this Agreement, to strictly comply with the foregoing D.R.M.C. Sections shall result in the penalties and other remedies authorized therein Except as herein amended, the Agreement continues in effect, and is affirmed and ratified in each and every particular."

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

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

[SIGNATURE PAGES AND EXHIBITS TO FOLLOW]

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Contract Control Number: HOST-202476920-03/HOST-202159467-03
Contractor Name: THE COMMUNITY FIRM

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

SEAL

CITY AND COUNTY OF DENVER:

ATTEST:

By: _____

_____

APPROVED AS TO FORM:

Attorney for the City and County of Denver

By: _____

REGISTERED AND COUNTERSIGNED:

By: _____

By: _____

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Contract Control Number: HOST-202476920-03/HOST-202159467-03
Contractor Name: THE COMMUNITY FIRM

By: Signed by: Zach Neumann 8C19460CB576404...

Name: Zach Neumann
(please print)

Title: Co-Founder and CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)

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SCOPE OF WORK

DEPARTMENT OF HOUSING STABILITY

The Community Firm

HOST-202476920-03

I. INTRODUCTION

Period of Performance Start and End Dates: August 1, 2021- December 31, 2025

Project Description:
The purpose of this agreement is to provide an award from the Department of Housing Stability (HOST) amendment to add funding in the amount of $800,000.00 for a total contract amount of $2,536,000.00. These funds will be provided to The Community Firm (DBA The Community Economic Defense Project (CEDP)) to be utilized for eviction legal assistance.

The Community Firm – Community Economic Defense Project will conduct intakes, collect all relevant documentation, process applications, provide appropriate legal advice and provide necessary legal defense and representation for approximately 2925 Denver households at risk of eviction.

Funding Source:	**Affordable Housing Property Tax**
Project Name:	**Eviction Legal Assistance**
Budget Type:	**Fee for Service**
Contractor Address:	**1600 N. Downing St. Suite 600 Denver, CO 80218**
Organization Type:	**Non-Profit**

II. SERVICES DESCRIPTION

A. List of Services to be provided by contractor

1. The Community Firm - Community Economic Defense Project will be responsible for adhering to the 2025 Eviction Legal Assistance Program Standards document to be provided prior to the commencement of the contract.
2. Under the Community Economic Defense Project, The Community Firm will provide free eviction prevention related advice, free eviction legal defense, and other free eviction prevention services to eligible residents in the City and County of Denver facing eviction.
3. The Community Firm will provide services, including eviction prevention information and resources, intake and application assistance, process all intakes, collect any and all necessary documentation, provide negotiation services, and provide eviction prevention recommendations for all tenants

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accepted as clients.

4. The Community Firm will assess intakes, and after review determine if residents need additional referrals to other resources and/or eviction legal defense and representation.
5. The Community Firm will provide referrals to other eviction prevention programs and resources and assist with legal representation applications as needed.
6. The Community Firm will provide legal representation for eligible tenants at or below 80% Area Median Income (AMI), at risk of eviction due to non-payment of rent and for other complex cases, including but not limited to those needing lease modification, new leases, representation for additional eviction legal issues, cases with landlords who refuse settlement and pursue eviction, and other legal remedies related to eviction.
7. These activities are designed to decrease the number of evictions and forced removals and keep Denver residents safely housed in the residence the clients live in at the time of intake or to a new safe residence if the clients choose to relocate.
8. The Community Firm will offer services to any eligible Denver resident at risk of eviction.
9. The Community Firm will offer and provide services based on capacity.
10. The Community Firm will prioritize residents who have been issued a Summons and Complaint and based on client and case need.
11. All services arising under this contract will be at no charge to the clients.

B. Defined Terms and Phrases - As used in this Agreement, the following terms and phrases shall have the following meanings:

1. Application – Formal written application for legal services
2. At Risk of Eviction – Regardless if before or after Complaint and Summons, the Denver resident is in foreseeable danger of eviction
3. Eligible – Residents at or below 80% Area Median Income (AMI) based on 2021 City and County of Denver AMI. This eligibility definition shall only be applied to limited and full legal services provided under this contract
4. Eviction – The removal of a resident from their residence against the resident's will.
5. Eviction Prevention – Any activity that reduces the odds of a resident's forced removal from their residence and/or the resident receiving an eviction on that resident's record
6. Intake/s – Informal gathering of all necessary information and documentation to completely and thoroughly assess the clients' cases and needs
7. Referrals – Recommendations for services and programs offered either by the Community Firm or another entity after intake or application review

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Definitions of Full and Limited legal representation are intentionally not included in this contract and instead will be made available to each contractor in the Supplemental Reporting Template.

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
   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

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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	Metrics	Outcomes	Metrics	Impacts
Denver County Court Eviction Clinic Staff paralegals Staff attorneys	Full and Limited legal representation Satisfaction surveys	HH served	At least 1015 households	HH served have at least one outcome from their case including (listed below): • Case Dismissed • Client has additional time to move • Stipulated agreements • Filing answer or other brief legal service • Judgement vacated	70%	Reduction in entry into homelessness resulting from an eviction filing Reduction in writs issued Services provided effectively address the needs and preferences of the individuals/households served by this contractor
		HH served	At least 1015 households	HH served did not receive an eviction judgement	30%	
		HH served will be provided a satisfaction survey	100% of those who provide their email address	HH served reports satisfaction with the service(s) received	70%	

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 15th day of the month

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following each reporting period. Each narrative report will contain 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. Homeless service providers: All program data reports will be sourced from client-level data entered in HMIS unless otherwise specified. Qualitative program narratives, data quality reports, and any requested supplemental reports can be submitted through the HOST Programs Community
        2. All other programs: Summary reports on clients served will use the HOST Programs Community to report narrative, and households served information. 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 – 2925
            Year 1 (2021): 210
            Year 2 (2022): 400
            Year 3 (2023): 500
            Year 4 (2024): 800
            Year 5 (2025): 1015
            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

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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.
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
   1. HOST Required – The following information is reported in aggregate in HOST PROGRAMS Community Portal:
      a. For all activities and subprograms covered in this contract
         i. Qualitative narrative report on program successes and challenges
         ii. Participant success stories
         iii. Money Leveraged (Funds by source)
         iv. Number of Female Headed Households
         v. Number of Households with Someone Age 62+
         vi. Number of Households with Someone with a Disability
         vii. Number of Households Coming from Subsidized Housing
   2. The following information is to be reported by household in the Supplemental Data Eviction Defense template:
      I. Aggregate Reporting Tab (reported monthly)
         a. Number of unduplicated households provided full legal representation services in a pending eviction action
         b. Number of unduplicated households provided brief service and legal advice in a pending eviction case
         c. Number of households served on site at the City and County Building (1437 Bannock St Denver, CO 80202)

For Households receiving full legal representation or limited legal services (a. and b.), all unduplicated households shall be reported for each Reporting Period in the Household Detail Worksheet.

I. Quarterly Reporting Tab
   a. Identification Information
      a. Organization
      b. Program Name
      c. Report Period Start and End Date
      d. Service recipient name or unique identifier (Unique Identifiers need to match from monthly tab)
   b. Demographic Information
      a. Address of household served
      b. Zip code
      c. Income Range (AMI)

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d. Race and ethnicity of head household

c. Intervention Section
   a. Nature of Assistance (full representation or limited legal services)
   b. Type of Alleged Lease Violation
   c. Amount of Rent in Dispute
   d. Whether household was denied full representation
   e. If denied, then reason for denial

d. Outcome Section
   a. Case disposition/Outcome
   b. Additional Outcomes (optional)
   c. Prevented Eviction Judgment
   d. Judgments Entered Before Services Provided
   e. Additional Details (optional)

1. Reporting Schedule

Report Due Date	Reports Due	
January 15th	Monthly aggregate report due	
February 15th	Monthly aggregate report due	Annual report due from prior year
March 15th	Monthly aggregate report due	Quarterly hh level report due
April 15th	Monthly aggregate report due	
May 15th	Monthly aggregate report due	
June 15th	Monthly aggregate report due	Quarterly hh level report due
July 15th	Monthly aggregate report due	
August 15th	Monthly aggregate report due	
September 15th	Monthly aggregate report due	Quarterly hh level report due
October 15th	Monthly aggregate report due	
November 15th	Monthly aggregate report due	
December 15th	Monthly aggregate report due	Quarterly hh level report due

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. Invoices submitted more than 90 days beyond the billing period of the actual service, expenditure, or payment expense, may not be reimbursed without prior written approval from HOST.

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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 15th 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

B. Invoicing Requirements

1. To meet Government requirements for current, auditable books at all times, it is required that all Invoices be submitted monthly to HOST 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 Invoice 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.

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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, 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 will not reimburse payments for unused leave when an employee separates from 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 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 need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by HOST.

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.

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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.

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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. The Contractor must retain for three (3) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

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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, to make audits, examinations, excerpts, and transcripts.

L. Contract Close-Out

1. All Contractors are responsible for submitting a final invoice marked "Final Invoice" and any required performance and outcome reports to HOST by the required due dates outlined in this Contract.
2. HOST will close out the Contract 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. Lawyers, paralegals, and organizers will provide free legal assistance and eviction preventions services to residents in the City and County of Denver. The Community Firm is not eligible for Program Income. Only personnel costs are being funded through this contract.

Eviction Legal Assistance	**Year 2021**	**Year 2022**	**Year 2023**	**Year 2024**	**Year 2025**
Affordable Housing Incentive Fee	$384,000.00	$600,000.00	$ 600,000.00	$ 0.00	$0.00
Affordable Housing Property Tax	$0.00	$0.00	$ 152,000.00	$ 720,000.00	$800,000.00
Total Contract Amount			**$2,536,000.00**		

X. Budget

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Contract Program Budget Summary

Contractor Name:	**The Community Firm**	
Project :	**Eviction Legal Defense**	
Budget Term:	**1/1/2025-12/31/2025**	
Program/Fiscal Year:	**2025**	
	HOST-202476920	
Budget Category - Fee For Service	**Affordable Housing Incentive - Property Tax HOST Funding 2025**	**Budget Narrative**
	Amount	
$1300 per full representation closed cases and $600 per limited representation closed cases each month	$800,000	$1300 for all full representation cases closed per month and $600 for all limited representation cases closed per month. Monthly report must be submitted and approved by designated program administrator before payment can be processed.
Total Contract	**$800,000**	