

## FIRST AMENDATORY AGREEMENT

THIS FIRST 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 **COLORADO HOUSING ASSISTANCE CORPORATION**, a Colorado nonprofit corporation, whose address is 670 Santa Fe Drive, Denver, Colorado 80204 (the “Contractor”), collectively the “Parties.”

### RECITALS:

**A.** The Parties entered into an agreement on July 15, 2020 for the City to provide funding to the Contractor and for the Contractor to utilize the funding for administration of the Coronavirus Temporary Mortgage Assistance Program (the “Agreement”); and

**B.** The Parties wish to amend the Agreement to amend the scope of services and budget, reduce the maximum contract amount, and modify certain other terms as forth in this Amendment.

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

1. Exhibit A of the Agreement is replaced with Exhibit A-1 attached to this Amendment. The updated Scope of Services marked as Exhibit A-1, attached hereto and incorporated herein by this reference, supersedes and replaces all previous exhibits attached to the Agreement.

2. Subsection 4.d.(1) of the Agreement entitled “**Maximum Contract Amount**” is amended to read as follows:

“(1) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed **TWO HUNDRED THOUSAND DOLLARS and NO/100 (\$200,000.000)** (the “Maximum Contract Amount”). The City is not obligated to execute an Agreement or any amendments for any further services, including any services performed by Contractor beyond that specifically described in **Exhibit A-1**. Any services performed beyond those in **Exhibit A-1** are performed at Contractor’s own risk and without authorization under the Agreement.”

3. Section 5 of the Agreement entitled “**CARES ACT; CORONAVIRUS RELIEF FUNDS**” is amended to read as follows:

“The Contractor agrees and acknowledges that some or all of the funds encumbered by the City to pay for the services described herein have been provided in accordance with Sections 601(b) and (d) of the Social Security Act, as added by Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act of 2020, Public Law No. 116-136, Division A, Title V (March 27, 2020) (the “CARES Act”). The Parties acknowledge that all funding from the CARES Act (collectively, “CRF Funds”) may only be used to cover those costs that:

- a. Are necessary expenditures incurred due to the public health emergency with the respect to the Coronavirus Disease 2019 (“COVID-19”);
- b. Were not accounted for in the budget most recently approved by the City as of March 27, 2020; and
- c. Were incurred for the period that begins on March 1, 2020 and ends on December 30, 2020.

The Contractor shall only utilize CRF Funds for the purposes described in the Scope of Services attached as **Exhibit A-1**. The Contractor agrees and acknowledges that, as a condition to receiving the CRF Funds, it shall strictly follow the Federal Provisions attached hereto and incorporated herein as **Exhibit C**. All invoices submitted by the Contractor to the City pursuant to this Agreement shall use “COVID-19” or “Coronavirus” as a descriptor for those costs that are paid by CRF Funds to facilitate the tracking of Agreement-related spending related to COVID-19. The Contractor shall segregate and specifically identify the time and expenditures billed to the City on each invoice to allow for future review and analysis of COVID-19 related expenses.

The Contractor agrees and acknowledges that all services performed and/or goods provided by the Contractor using CRF Funds must be performed and/or provided by the Contractor no later than December 30, 2020. Further, the Contractor agrees and acknowledges that payment for all services performed and/or goods provided by the Contractor using CRF Funds must be provided by the City to the Contractor no later than March 30, 2021. As such, the Contractor shall invoice the City not later than February 28, 2021 for all work performed pursuant to this Agreement for which CRF Funds will be used to enable sufficient time for the City to review, process, and pay such invoice by the March 30, 2021 deadline prescribed in the CARES Act (the “Invoice Deadline Date”). Any invoice submitted by the Contractor after the Invoice Deadline Date for work performed on or prior to December 30, 2020 may not be eligible to be paid

by CRF Funds, and, to the extent that CRF Funds are not available to pay such invoice, partially or in total, such invoice shall only be paid subject to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this Agreement.”

4. Section 8 of the Agreement entitled “**EXAMINATION OF RECORDS**” is amended to read as follows:

“The Contractor shall maintain records of the documentation supporting the use of CRF Funds in an auditable format, for the later of five (5) years after final payment on this Agreement or the expiration of the applicable statute of limitations. Any authorized agent of the City, including the City Auditor or his or her representative, and for CRF Funds any authorized agent of the Federal government, including the Special Inspector General for Pandemic Recovery (“Inspector General”) have the right to access, and the right to examine, copy and retain copies, at the official’s election in paper or electronic form, any pertinent books, documents, papers and records related to the Contractor’s use of CRF Funds pursuant to this Agreement. The Contractor shall cooperate with Federal and City representatives and such representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of five (5) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of the use of CRF Funds, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audits pursuant to this section shall require the Contractor to make disclosures in violation of state or federal privacy laws. The Contractor shall at all times comply with D.R.M.C. 20-276.”

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]**

**Contract Control Number:**  
**Contractor Name:**

HOST-202056701-01 / HOST-202054968-01  
COLORADO HOUSING ASSISTANCE CORPORATION

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

**SEAL****CITY AND COUNTY OF DENVER:**

**ATTEST:**  
  
\_\_\_\_\_

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


**APPROVED AS TO FORM:**  
  
Attorney for the City and County of Denver  
  
By: \_\_\_\_\_

**REGISTERED AND COUNTERSIGNED:**  
  
By: \_\_\_\_\_

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

**Contract Control Number:**  
**Contractor Name:**

HOST-202056701-01 / HOST-202054968-01  
COLORADO HOUSING ASSISTANCE CORPORATION

By:  \_\_\_\_\_  
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Michelle Mitchell

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

ATTEST: [if required]

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

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

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

**SCOPE OF SERVICES**  
**DEPARTMENT OF HOUSING STABILITY**  
**HOST-202056701-01**  
**Exhibit A-1**

**PROJECT NAME: Coronavirus Temporary Mortgage Assistance Program (TMAP)**  
**ACTIVITY NAME: Mortgage Payment Support**

**I. INTRODUCTION**

**Subaward Period of Performance Start and End Dates:** 3/1/2020 – 12/30/2020

**Project Description:**

The purpose of this agreement is to provide a *Coronavirus Relief Fund Subaward* through the Department of Housing Stability for financial assistance to low – and moderate-income (80% AMI and below) homeowners in the City and County of Denver who are facing a financial hardship due to the impacts of the COVID-19 public health emergency. This program is intended to provide temporary financial assistance in the form of a grant, for up to three months of mortgage payments, including principal, escrow, and if applicable, late fees. This award is not for Research and Development (R&D).

**Funding Source:**

☒ **Coronavirus Relief Fund**      **Amount: \$200,000**      **CFDA Number: 21.019**

**Proposed Number of Outcomes:** 35 unduplicated households

Eligible Activity	Amount Requested	Estimated cost/hh	Proposed Number
Mortgage Assistance Payments	\$150,000	\$4,286/hh	35

**Sub-awardee Organization:** Colorado Housing Assistance Corporation (CHAC)

**EIN#:** 74 2229383

670 Santa Fe Drive - Denver, CO 80204-4427

**Address:**

**Contact Person:**

Michelle Mitchell, President

**Phone:**

303-572-9445

**Email:**

MichelleM@chaonline.org

**Organization Type:**

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

**Council District(s):** CW

**Neighborhood(s):** CW

**Census Block(s):** CW  
 (only required for Low Mod Area)

Project/activity located in a Target Area:   ☐ Yes      ☒ No

**II. ACTIVITY DESCRIPTION**

1. **Description of Activity: To provide mortgage assistance in the form of a grant, to homeowners living in the City and County of Denver with incomes not to exceed 80% AMI and who are addressing significant financial hardship related to the impacts of the COVID-19 public health emergency. No associated fees may be charged to the participants in conjunction with the issuance of the assistance. CHAC will be required to perform the following:**

- a) Review Property Requirements: Participants must be the legal owner and resident of the property for which the mortgage payment is due. Unit must be owner-occupied, and be located in the City and County of Denver.
- b) Review Loan Payment Estimates provided by participants' first mortgagees to ensure that mortgage payments are accurate and eligible. Second mortgages, including home equity lines of credit (HELOC), do not qualify.

Prior to receiving assistance, participants must provide proof of hardship in meeting the mortgage payment due to the impacts of the COVID-19 public health emergency.

- c) Refer participants to other programs that offer services, such as credit counseling, financial planning and other similar programs as necessary.
- d) Certify income of participants to receive assistance according to section 2 (b) "Participant Requirements" below, and collect other income and demographic information in a form provided by HOST.
- e) Conduct follow-up survey with participants reflecting programmatic outcomes following receipt of assistance. Surveys will be made available in additional languages as needed. The survey shall determine if the owners are able to maintain timely monthly mortgage payments. It will also ascertain if any units have been subject to foreclosure or loan default.
- f) Develop partnerships and maintain relationships with like agencies to enhance programs and avoid duplication of services.
- g) Assistance Requirements: The amount of assistance may not exceed three months or \$7,500 per household, whichever is greater. The three months do not need to be consecutive, however, expenses must be incurred during the period of March 1, 2020 through December 30, 2020. Determination for specific assistance need will be made for each individual mortgage assistance payment; the participant may apply for one month of assistance at a time. If applying for multiple months of assistance, the participant will only be required to provide updated information for each month of assistance the participant is applying for as appropriate. A participant may be approved for multiple months of assistance if multiple months of mortgage payments are past due at the time the application is submitted. Payment requests will be delivered from CHAC to the mortgage vendor where the funds are due on behalf of participant.
- h) Prohibition of Fees: No associated fees may be charged in conjunction with the issuance of assistance to the participant or participant of the assistance. Prohibited fees include origination or other fees related to the cost of administering the program.

- i) 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.
- j) The participant must demonstrate a current financial or other housing crisis caused by the COVID-19 public health emergency to be eligible for financial assistance.

2. Participant Requirements:

- a) **Proof of Residency** - The participant must provide evidence of residency via a deed of trust or mortgage reflecting the participant's name or other evidence of residency at the current residence within the City and County of Denver boundaries.
- b) **Proof of Income** – For the purposes of this contract, the participant household must be low- to moderate-income. A household is considered low- to moderate-income if the household's income is 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>.

Written proof of income may include the following:

- Pay stubs (wages, salary, armed forces income)
  - Proof of unemployment application
  - State or benefit notice
  - Court order (alimony, child support)
  - Federal or state tax return
  - Dividend interest statement
  - Other written verification of income:
    - Name of income source, and applicant name
    - Income amount and frequency
    - Contact information for authorized income source representative
    - Signed and dated by authorized income source representative
  - Self-declaration (only if written verification cannot be obtained) of income:
    - Self-declaration of income is acceptable ONLY in very limited circumstances. A self-declaration must be clearly documented in the case file, including all attempts to obtain third party verification and a signed Affidavit that the declared income is accurate. Self-declared cases will be monitored closely for compliance with program requirements.
- c) **Verification of Need** - The participant must have a verifiable documentation of need as outlined in the program area. Contractor will be responsible for determining that the participant meets the eligibility requirements and will maintain participant financial assistance records.
- The participant must meet the following circumstances:
    - Documentation of a financial hardship in meeting the mortgage payment due to the impacts of the COVID-19 public health emergency.
    - Inability for the household to meet their current monthly mortgage payment due to lack of other financial resources (such as significant deployable assets).

d) **Identification** – The applicant must provide identification as required by City policies and ordinances.

3. **Ineligible Activities:**

Ineligible program activities include:

- a) Assistance to individuals or households with income exceeding 80% of AMI. For the purpose of this contract, the Contractor will use the income limits as published by HUD, as provided and updated annually here: <https://www.huduser.gov/portal/datasets/il.html>
- b) Rental costs including payment and fees
- c) Other homeownership costs; such as utilities, outstanding mortgage payments (due prior to 3/1/20), or late fees accrued prior to 3/1/2020
- d) Direct legal services
- e) Other costs such as credit card bills or other consumer debt, car repair or other transportation costs, travel, food, medical and dental care and medicines, clothing and grooming, home furnishings, pet care, entertainment activities, work or education related materials
- f) Direct cash assistance to program participants
- g) Costs and payments related to second mortgages

4. **Prohibition on duplication of benefits:** Applicants must disclose other local, state and federal benefits they have received or have applied to receive specific to the impacts of COVID-19, including Unemployment Insurance benefits or other mortgage assistance or forbearance. Applicants will be required to repay funds if duplicate benefits are received. Participating agencies are encouraged to work with applicants to apply for other available assistance, including but not limited Unemployment Insurance and/or mortgage forbearance to ensure their housing stability into the future.
5. **HOST Outcome:** Mitigate the displacement of households, whose incomes are at or below 80% AMI, and are facing a significant financial hardship due to the impacts of the COVID-19 public health emergency.
6. **Use of Funds:** Fund costs related to program delivery and costs identified in associated Budget documents - such as issuance of assistance (and associated eligible processing costs) and administration costs.
7. **Implementation Plan and Timeline:** **3/1/2020 – 12/30/2020**  
The following table outlines the implementation plan and timelines for this contract.

Task	Projected Beginning & End Dates
Issuance of assistance	3/1/2020 – 12/30/2020

**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:

☒ T-MAP Performance Report

Frequency:

☒ Monthly by the 15<sup>th</sup> day

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 T-MAP Performance Report.

## Program Budget and Cost Allocation Plan Summary

[illegible]

### Coronavirus Temporary Mortgage Assistance Program Budget Narrative

This budget is based on the information available at the time of contracting, the Department of Housing Stability (HOST) will reimburse based on actual expenditures not to exceed the line item budget without prior approval from HOST.

#### A. Personnel:

##### Name/Position Computation Cost

President: 8 months \$76,800 x 3.45% of time spent on project = \$2645.00

*Overall agency management, contact for TMAP2...issues funds, reporting*

Vice President: 8 months \$75,200 x 1.35% of time spent on project = \$1012.00

*Staff technology, manages website and all computer issues in office*

New Hire CV-TMAP: 6 months \$41,600 X 76.8% = \$31950.00

*Reviews applications, enters data base, meets with supervisors, answers questions, creates grant agreements.*

New Hire 2 CV-TMAP: 6 months or less, if needed 21,650 X 55.77% = \$12,075.00

*Reviews applications, enters data base, meets with supervisors, answers questions, creates grant agreements.*

**TOTAL PERSONNEL COSTS: \$47,687**

#### B. Equipment Purchase, office expenses, supplies

<u>Item</u>	<u>Cost</u>
Equipment - laptops/printers	\$1,848.00

Equipment will be used to ensure no disruption of services if remote work is required due to COVID guidelines.

**TOTAL EQUIPMENT AND OFFICE SUPPLIES COSTS: \$1,848**

**C. Insurance - Building, D&O, Cyber, Professional Liability - 1 month @ 10%**

**TOTAL INSURANCE COSTS: \$465**

**D. MORTGAGE ASSISTANCE PAYMENTS: \$150,000.00**

**Maximum amount: \$200,000**