



Legislation Text

File #: 23-1671, Version: 1

**Contract Request Template (Contracts; IGAs; Leases)**

**Date Submitted: 11-6-2023**

**Requesting Agency: HOST**  
**Division:**

**Subject Matter Expert Name: Chris Lowell**  
**Email Address: Christopher.lowell@denvergov.org**  
**Phone Number:**

**Item Title & Description:**

*(Do not delete the following instructions)*

*These appear on the Council meeting agenda. Initially, the requesting agency will enter a 2-3 sentence description. Upon bill filling, the City Attorney's Office should enter the title above the description (the title should be in **bold** font).*

*Both the title and description must be entered between the red "title" and "body" below. Do **not** at any time delete the red "title" or "body" markers from this template.*

**A resolution approving a proposed Amendatory Agreement between the City and County of Denver and The Colorado Coalition for the Homeless to extend the term of the agreement and add additional funding for a program providing rental assistance for households that are at imminent risk of or experiencing homelessness, citywide.**

Amends a contract with The Colorado Coalition for the Homeless (202157456) to add \$566,000 for a new total of \$2,328,219 and one additional year for a new end term of 12-31-2024 to provide rental assistance for households that are at imminent risk of or experiencing homelessness, citywide. 202370903-01. The last regularly scheduled Council meeting within the 30-day review period is on 12-18-2023. The Committee approved filing this item at its meeting on 11-8-2023.

**Affected Council District(s) or citywide?**

**Citywide**

**Contract Control Number:**  
**202370903-01**

**Vendor/Contractor Name (including any "DBA"):**

**Colorado Coalition for the Homeless**

**Type and Scope of services to be performed:**

SERVICES DESCRIPTION

- A. The intent of the Colorado Coalition for the Homeless TBRA Program is to secure permanent, stable, decent, safe and sanitary housing for households that are experiencing homelessness or are at imminent risk thereof.
- B. CCH TBRA participants will demonstrate increased access to benefits, maintain stable housing while in the program, and secure permanent housing at the end of the program.
- C. Participants will stabilize in permanent housing by increasing financial resources through accessing mainstream benefits when appropriate, by improving job skills and obtaining new employment, and/or enhancing their current employment; by acquiring life skills including budgeting, parenting, and educational opportunities; and through supportive home-based case management.

#### Program Requirements and Responsibilities

- 1. CCH will provide rental assistance in the form of rent payments, utility deposits, and security deposits to program beneficiaries (individuals and families) who are selected from a list of eligible applicants screened and managed by CCH case managers.
- 2. CCH will ensure its HOME TBRA program remains compliant with the requirements outlined in 24 CFR 92.209 “Tenant-Based Rental Assistance: Eligible Costs and Requirements”.
  - a. Eligible costs are the rental assistance, and security deposit payments made to provide tenant-based rental assistance for a family pursuant to this section. Utility deposit assistance is allowable if this assistance is provided with tenant-based rental assistance or security deposit payment.
  - b. The contractor must select low-income participants in accordance with written tenant selection policies and criteria that are based on local housing needs and priorities established in the City and County of Denver’s HUD 2019-2023 Consolidated Plan.
  - c. Ensure participant households are income qualified at or below 60% AMI prior to providing TBRA assistance, and at least annually thereafter, per procedures outlined in 24 CFR 92.203, based on the current HOME income limits available at: <https://www.hudexchange.info/manage-a-program/home-income-limits/>
    - i. CCH will use the income standard for calculating income described in 24 CFR Part 5; <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5#sp24.1.5.f> <https://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:1.1.1.1.5>
    - ii. CCH is to examine at least two (2) months of source documentation when determining the household’s annual income per 24 CFR 92.203(a)(2).
    - iii. CCH is to count the income of all members of the household and calculate annual income by projecting the household’s prevailing rate of income per 24 CFR 92.203(d)(1).
    - iv. CCH is to conduct the income determination of the household no more than 6 months before HOME funds were committed to the household per 24 CFR 92.203(d)(2).
  - d. Housing units occupied by households receiving TBRA (TBRA units) must be within the city and county of Denver’s jurisdiction.
  - e. TBRA unit rents including utility allowances must be reasonable, based on rents charged for comparable unassisted units, and within the applicable HOST Rent Standard. Utility deposit assistance is allowable if this assistance is provided with tenant-based rental assistance or security deposit payment. HOST uses the Denver Housing Authority’s Utility Allowances and the Section 8 Housing Choice Voucher Program rent standards which are available at: <http://www.denverhousing.org/LWU/section8/Pages/S8PaymentStandards.aspx>
    - i. The amount of the monthly TBRA payment may not exceed the difference between the rent standard for the unit size and 30% of the household’s monthly adjusted income.
    - ii. TBRA participants must pay \$1.00 in minimum monthly contribution toward rent.
    - iii. The amount of TBRA funds paid for security deposits may not exceed the equivalent of two month’s rent for the unit.
  - f. TBRA units must meet the housing quality standards and requirements set forth in 24 CFR 982.401. The contractor must inspect all TBRA units initially and annually.
  - g. The term of the TBRA contract providing assistance with HOME funds may not exceed 24 months, but may be renewed, subject to the availability of HOME funds. The term of the rental assistance contract must begin on the first day of the term of the lease. The term of the rental assistance contract between the Contractor and a TBRA unit owner, must terminate on termination of the lease. No payments may be made after termination of a TBRA unit lease until the TBRA assisted household and owner enter into a new lease.
    - i. Tenant’s lease will incorporate the Violence Against Women Act (VAWA) lease addendum required in 24 CFR 92.359(e).
  - h. There must be a written lease between the TBRA participant and the owner of TBRA unit that is for a

period of not less than one year, unless a shorter period is specified by mutual agreement between the TBRA participant and the TBRA unit owner. The TBRA lease may not contain any of the following prohibited provisions:

- i. Agreement to be sued. Agreement by the tenant to be sued, to admit guilt, or to a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - ii. Treatment of property. Agreement by the tenant that the owner may take, hold, or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. This prohibition, however, does not apply to an agreement by the tenant concerning disposition of personal property remaining in the housing unit after the tenant has moved out of the unit. The owner may dispose of this personal property in accordance with State law;
  - iii. Excusing owner from responsibility. Agreement by the tenant not to hold the owner or the owner's agents legally responsible for any action or failure to act, whether intentional or negligent;
  - iv. Waiver of notice. Agreement of the tenant that the owner may institute a lawsuit without notice to the tenant;
  - v. Waiver of legal proceedings. Agreement by the tenant that the owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense, or before a court decision on the rights of the parties;
  - vi. Waiver of a jury trial. Agreement by the tenant to waive any right to a trial by jury;
  - vii. Waiver of right to appeal court decision. Agreement by the tenant to waive the tenant's right to appeal, or to otherwise challenge in court, a court decision in connection with the lease;
  - viii. Tenant chargeable with cost of legal actions regardless of outcome. Agreement by the tenant to pay attorney's fees or other legal costs even if the tenant wins in a court proceeding by the owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses; and
  - ix. Mandatory supportive services. Agreement by the tenant (other than a tenant in transitional housing) to accept supportive services that are offered
- i. The Contract may require the TBRA household to participate in a self-sufficiency program as a condition of selection for assistance. The household's failure to continue participation in the self-sufficiency program is not a basis for terminating the assistance; however, renewal of the assistance may be conditioned on participation in the program.
  - j. File documentation
    - i. CCH will retain in client files records that document the calculation of the HOME subsidy and the tenant's contribution to rent [24 CFR 92.508(a)(3)(vi)]
    - ii. CCH will retain in client files a copy of the rental assistance contract with the owner of the housing or with the family [24 CFR 92.209(e) and 24 CFR 92.508(a)(3)(xiv)]; if the rental assistance contract is with the owner, CCH will retain in the file a written agreement with the family [24 CFR 92.209(e) and 24 CFR 92.508(a)(3)(xiv)].
    - iii. The TBRA assistance contract shall be signed and dated by both CCH and the tenant or owner [24 CFR 92.504(b)].
3. Provide outreach and affirmative marketing to households that are experiencing homelessness or are at imminent risk thereof and chronically homeless families and individuals, through intensive outreach to area shelters serving families.
  4. Assess referrals, determine eligibility and enroll program participants.
  5. Assist participants locate and lease-up affordable housing.
  6. Provide case management support services to assist participants to secure employment, to obtain disability benefits, to access health, dental, mental health and substance treatment, or to address housing issues.
  7. Assist participants to apply for and secure permanent housing, including Section 8 and Permanent Supportive Housing (PSH) and develop a transition of the household to permanent housing at the end of their two-year HOME TBRA assistance.

**Location (if applicable):**

**WBE/MBE/DBE goals that were applied, if applicable (construction, design, Airport concession contracts):**

N/A

**Are WBE/MBE/DBE goals met (if applicable)?**

N/A

**Is the contract new/a renewal/extension or amendment?**

amendment

**Was this contractor selected by competitive process or sole source?  
competitive**

**For New contracts**

**Term of initial contract:**

**Options for Renewal:**

**How many renewals (i.e. up to 2 renewals)?**

**Term of any renewals (i.e. 1 year each):**

**Cost of initial contract term:**

**Cost of any renewals:**

**Total contract value council is approving if all renewals exercised:**

**For Amendments/Renewals Extensions:**

**Is this a change to cost/pricing; length of term; terms unrelated to time or price (List all that apply)?**

Length/cost

***If length changing***

<i>Current Contract Term</i>	<i>Added Time</i>	<i>New Ending Date</i>
1/1/21 - 12/31/23	One year	12/31/24

***If cost changing***

<i>Current Contract Amount (A)</i>	<i>Additional Funds (B)</i>	<i>Total Contract Amount (A+B)</i>
\$1,762,219	\$566,000	\$2,328,219

***If terms changing***

**Describe the change and the reason for it (i.e. compliance with state law, different way of doing business etc.)**