

City of Arvada

Housing Authority Agenda

JULY 1, 2024
ANNUAL MEETING

Councilmembers:

Lauren Simpson, Mayor
Randy Moorman, Mayor Pro-Tem
Shawna Ambrose, District 2
Sharon Davis, At large
Lisa Feret, At large
Bob Fifer, District 4
John Marriott, District 3

Staff Members Usually Present:

Lorie Gillis, City Manager
Linda Haley, Deputy City Manager
Don Wick, Deputy City Manager
Rachel Morris, City Attorney
Jacqueline Rhoades, Director of Public Works
Sharon Israel, Director of Utilities
Jessica Garner, Director of Community & Econ. Dev.
Bryan Archer, Director of Finance
Gabriella Bommer, Director of Human Resources
Rachael Kuroiwa, Director of Communications & Engagement
Kristen Rush, City Clerk

Info: 720-898-7550

CITY COUNCIL CHAMBERS

6:00 PM

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes of Regular Meeting
 1. March 18, 2024 Arvada Housing Authority Meeting
- IV. Public Comment
- V. Reports of the Secretary
- VI. Reports of Committees
- VII. Unfinished Business
- VIII. New Business
 1. Arvada Housing Authority 2023-2024 Annual Report
 2. Arvada Housing Authority 5 Year Plan
 3. Arvada Housing Authority 2024 Administrative Plan Updates
 4. R-HA-24-02, A Resolution Approving an Agreement By and Between The Arvada Housing Authority and Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program in an Amount Not to Exceed \$20,000 in the First Year
 5. R-HA-24-03, A Resolution Authorizing the Arvada Housing Authority to Enter into the First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement for the Vance Street Flats Development

IX. Adjourn

SUMMARY OF THE MINUTES OF THE SPECIAL MEETING OF THE ARVADA HOUSING AUTHORITY HELD MARCH 18, 2024

I. CALL TO ORDER - by Chairman Simpson at 6:00 p.m.

II. ROLL CALL OF MEMBERS

Those present: Chairman Lauren Simpson, Chairman Pro Tem Randy Moorman, Commissioner Shawna Ambrose, Commissioner Sharon Davis, Commissioner Lisa Feret, Commissioner John Marriott

Commissioner Ambrose moved to excuse Commissioner Fifer from the meeting.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Marriott

Those Absent: Fifer

The motion was Approved.

Also present: Lorie Gillis, City Manager; Linda Haley, Deputy City Manager; Don Wick, Deputy City Manager; Rachel Morris, City Attorney; Carrie Espinoza, Housing and Homelessness Program Manager; Katie Patterson, Communications Manager, Infrastructure and Kristen Rush, City Clerk

III. APPROVAL OF MINUTES – December 18, 2023

The minutes stand approved.

IV. PUBLIC COMMENT – none

V. REPORTS OF THE SECRETARY - none

VI. REPORTS OF COMMITTEES – none

VII. UNFINISHED BUSINESS – none

VIII. NEW BUSINESS

1. R-HA-24-01, A Resolution Authorizing Assignment to the Colorado Housing and Finance Authority of a Private Activity Bond Allocation of the Arvada Housing Authority Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act

Carrie Espinosa, Manager, Housing Preservation and Resources, reviewed this resolution with the Authority.

Commissioner Feret moved that R-HA-24-01, A Resolution Authorizing Assignment to the Colorado Housing and Finance Authority of a Private Activity Bond Allocation of the Arvada Housing Authority Pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, be approved.

The following votes were cast on the Motion:

Those voting Yes: Simpson, Moorman, Ambrose, Davis, Feret, Marriott

Those Absent: Fifer

The motion was Approved.

IX. ADJOURN at 6:20 p.m.

Lauren Simpson, Chairperson

Carrie Espinosa, Secretary, Housing Authority



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.1.

TO: THE HONORABLE CITY COUNCIL

DATE: July 1, 2024

SUBJECT: Arvada Housing Authority 2023-2024 Annual Report

Report in Brief

Presenter: Carrie Espinosa

The Arvada Housing Authority Annual Report summarizes the Authority's activities and achievements from July 1, 2023 to June 30, 2024. The Housing team will present a brief overview of the Annual Report. If you have any recommendations for additions or deletions to the report, please share them during the meeting.

The Arvada team recommends that the Board of Commissioners approve the Arvada Housing Authority Annual Report.

Financial Impact

There is no financial impact associated with this agenda item.

Background

The Arvada Housing Authority receives grant funding from the U.S. Department of Housing and Urban Development (HUD) to provide rental assistance to very low and extremely low income households in Arvada. Each year, the Arvada Housing Authority prepares an Annual Report that summarizes the activities and achievements of the Arvada Housing Authority. Data in the report includes the number of households served, the amount of rental assistance paid, demographics, partnerships, affordable housing development partnerships and future goals.

Discussion

The 2020 and 2024 Arvada Housing Needs Assessment identified the top housing needs in the City of Arvada. One of the top needs was affordable housing options for households earning \$35,000 or less. The Arvada Housing Authority's Housing Choice Voucher Program and partnerships with service providers and affordable housing developers target households at the extremely low-income level making the Housing Authority's programs and partnerships a vital resource to the community.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Arvada Housing Authority Annual Report supports the City Council Strategic Result to improve access to quality housing that is affordable to a broad range of income levels and to provide resources, housing, and neighborhood assistance to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the Board of Commissioners approve the Arvada Housing Authority Annual Report.

Suggested Motion:

I move that the Arvada Housing Authority Annual Report be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	6/10/2024
Jessica Garner, Director of Community and Economic Development	6/10/2024
Bryan Archer, Director of Finance	6/11/2024
Gail Walker, Legal Specialist-Contracts	6/11/2024
Emily Grogg, Senior Assistant City Attorney	6/12/2024
Linda Haley, Deputy City Manager	6/12/2024
Rachel Morris, City Attorney	6/14/2024
Lorie Gillis, City Manager	6/18/2024

Enclosure, exhibits & attachments required to support the report



Arvada

Housing Authority

ANNUAL REPORT



Period

7/1/2023 - 6/30/2024

Mission

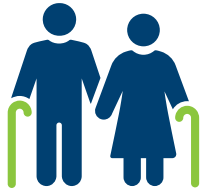
We are dedicated to delivering superior services to enhance the lives of everyone in our community.



Housing Choice Voucher Program

AHA paid \$7,722,521 in rental assistance to 539 households in 2023 and 2024.

Who We Serve



39%

elderly persons



51%

persons with disabilities



\$16,112

the average annual income of a household in the Housing Choice Voucher Program



73%

female head of household



27%

of families were homeless before entering the Housing Choice Voucher Program



\$1,221

average per unit cost



85%

White



11%

African American



33%

Hispanic



4%

Other



the HCV wait list opened in October of 2021



963

applications were accepted



126

families remain on the wait list

the PBV wait list opened in December of 2023, it remains open at this time



547

families remain on the wait list



Housing Strategic Plan

On May 20, 2024, the Arvada City Council adopted the City of Arvada Housing Strategic Plan. The Housing Strategic Plan identifies, prioritizes, and recommends housing goals, policies, programs and resources to address housing needs in Arvada. The Plan contains the following nine strategies that will be used to achieve the City's goals:



- Continue existing federal/state program partnerships
 - Continue to allocate publicly owned land (and/or acquire properties) for affordable and mixed income housing
 - Create a dedicated, sustainable revenue source to fund the Arvada Affordable Housing Fund (AAHF)
 - Invest in the production of income-restricted housing
 - Invest in the preservation of affordable housing
 - Add staff capacity to support implementation of the Plan
 - Incorporate additional incentives for income-restricted developments (and update definition of "affordable" in the Code)
 - Implement land use recommendations from the Jeffco Housing Advocacy Steering Committee on workforce housing
 - Explore affordable requirements in new developments
- The AHA will play a role in the implementation and execution of strategies identified in the Housing Strategic Plan. An implementation plan including specific actions will be developed over the next several months.

AHA is a High-Performing Public Housing Authority

In April 2024, the AHA was selected to host local and regional representatives from the U.S. Department of Housing and Urban Development to share best practices for high utilization of vouchers and funding to be shared with others.

The Section Eight Management Assessment Program (SEMAP) measures the performance of the public housing agencies (PHAs) that administer the Housing Choice Voucher program in 14 areas. SEMAP helps HUD target monitoring and assistance to PHA programs that need the most improvement. The Arvada Housing Authority continues to receive high scores on this performance measure and continues to maintain a “high performing agency” status.

Addressing Homelessness

The Arvada Housing Authority admitted **45** applicants to the Housing Choice Voucher Program over the last 12 months. **38%** were households experiencing homelessness.

The AHA holds a total of **49** Mainstream vouchers to provide housing assistance to non-elderly persons with disabilities who are experiencing homelessness.

In addition to the Mainstream vouchers, the AHA provides a homeless preference for **25** Housing Choice Vouchers. In July 1, 2023- June 30, 2024, **25** formerly homeless individuals were provided housing under this preference with the assistance of the Arvada Housing Navigator.





The AHA is excited to announce the opening of Vance Street Flats in January 2024. This project was developed by Medici Consulting Group and created 50 units of affordable housing in Arvada. This is the first development in which the Housing Authority used project based vouchers to support affordable housing development. There are currently 7 formerly homeless individuals housed with a project based voucher at Vance Street Flats.



The AHA continued ongoing efforts to encourage the development of affordable housing in Arvada.

Cornerstone Legacy Senior Residences at W. 64th Avenue and Sheridan

- This project, developed by Cornerstone and Associates, will create 72 units of affordable senior housing in Arvada. The Arvada Housing Authority committed 8 Housing Choice Vouchers to this project for people experiencing homelessness. Cornerstone was awarded tax credits in November 2022 and closed on its loan in early 2024.

Ralston Gardens at 5790 Garrison Street

- Ralston Gardens will provide 102 units of affordable housing. The Arvada Housing Authority committed 8 project-based vouchers for people experiencing homelessness. This project was awarded tax credits in November 2023 and is currently under construction with a projected opening date late 2024.

Marshall Homes at 5549 Marshall Street

- Marshall Homes will provide 85 units of permanent supportive housing. As part of the LIHTC application, the Arvada Housing Authority provided a grant of \$200,000. This project was awarded tax credits in November 2022 and is currently under construction.

Habitat for Humanity of Metro Denver at W. 52nd and Carr Street

- A 1.2 acre parcel owned by the Arvada Housing Authority was conveyed to Habitat for Humanity in 2021 for the development of affordable for-sale townhomes. Current development plans propose 20 townhomes comprising 8 three bedroom and 12 four bedroom units. The final site development plans are currently under City review.

Arvada House at 10175 W. 58th Avenue

- This project involves renovating 88 units of existing senior housing.

Marshall Pointe Apartments at W. 52nd Avenue and Marshall Street

- This project includes potentially 260 units of affordable housing.

Recommended Activities for 2024 and 2025



- Efficient operation of the Housing Choice Voucher Program to include further development of policies related to project-based vouchers.
- The Housing team will continue to work with private developers and non-profit organizations to encourage and support the construction or rehabilitation of affordable housing in Arvada.
- Explore new opportunities for funding and partnerships
- Development of landlord recruitment strategies
- Support the implementation of the Arvada Housing Strategic Plan
- The Housing Authority will work closely with HUD to adopt the Housing Opportunities Through Modernization Act of 2016 (HOTMA). HOTMA makes numerous amendments to Sections 3, 8, and 16 of the United States Housing Act of 1937, including significant changes to income calculations, net family assets, and income reviews.
- The Housing Authority will implement National Standards for the Physical inspection of real estate (NSPIRE) on October 1, 2024 as mandated by HUD.



Arvada
Housing Authority

8101 Ralston Road
Arvada, CO 80002

720-898-7494



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.2.

TO: THE HONORABLE CITY COUNCIL

DATE: July 1, 2024

SUBJECT: Arvada Housing Authority 5 Year Plan

Report in Brief

Presenter: Carrie Espinosa

The Arvada Housing Authority (AHA) must submit a 5-Year PHA Plan once every 5th housing authority fiscal year and an Annual Plan every year. The plans inform the U.S. Department of Housing and Urban Development (HUD), residents, and the public of strategies that address the needs of the people served through the programs. The 5-Year Plan describes the Housing Authority's mission, goals, and objectives, and the Annual Plan covers policies and procedures. Both are official documents submitted to and reviewed by the local HUD office. The Housing team has drafted the Arvada Housing Authority 2025-2029 Plan for Board approval.

The Arvada team recommends that the Arvada Housing Authority Board of Commissioners approve the Arvada Housing Authority 5-Year Plan.

Financial Impact

There is no fiscal impact related to this agenda item.

Background

The Arvada Housing Authority must comply with the U.S. Department of Housing and Urban Development (HUD) requirements regarding activities as a Public Housing Agency (PHA), including developing a 5-year PHA Plan and Annual Plan. The statements and policies outlined in the Annual Plan all reflect the accomplishments of our 5-Year Plan goals and objectives. Taken as a whole, these policies and accomplishments outline a comprehensive approach consistent with the City of Arvada's Consolidated Plan and the new Arvada Housing Strategic Plan. As part of the 5-Year and Annual Plan review process, AHA appoints a Resident Advisory Board that reviews and comments on components of both Plans and the AHA Administrative Plan. The current AHA 5 Year Plan expires in December 2024. The Housing team drafted the 2025-2029 5-Year Plan for Board approval.

Discussion

The 2020 and 2024 Arvada Housing Needs Assessment identified the top housing needs in the City of Arvada. One of the top needs was affordable housing options for households earning \$35,000 or less. The Arvada Housing Authority's Housing Choice Voucher Program and partnerships with service providers and affordable housing developers target households at the extremely low income level, making the Housing Authority's programs and partnerships a critical resource for the community.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Arvada Housing Authority Annual Plan supports the City Council Strategic Result to improve access to quality housing that is affordable to a broad range of income levels and to provide resources, housing, and neighborhood assistance to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve the Arvada Housing Authority 5 Year Plan.

Suggested Motion:

I move that the Arvada Housing Authority 5 Year Plan be (approved/rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	6/10/2024
Jessica Garner, Director of Community and Economic Development	6/10/2024
Bryan Archer, Director of Finance	6/11/2024
Gail Walker, Legal Specialist-Contracts	6/11/2024
Emily Grogg, Senior Assistant City Attorney	6/12/2024
Linda Haley, Deputy City Manager	6/12/2024
Rachel Morris, City Attorney	6/14/2024
Lorie Gillis, City Manager	6/18/2024

Enclosure, exhibits & attachments required to support the report

5-Year PHA Plan (for All PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires: 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The **Form HUD-50075-5Y** is to be completed once every 5 PHA fiscal years by all PHAs.

A.	PHA Information.																																
A.1	PHA Name: _____ Arvada Housing Authority _____ PHA Code: ____ CO050 ____ PHA Plan for Fiscal Year Beginning: (MM/YYYY): ____ 01/01/2025 ____ The Five-Year Period of the Plan (i.e. 2019-2023): ____ 2025-2029 ____ PHA Plan Submission Type: ☒ 5-Year Plan Submission ☐ Revised 5-Year Plan Submission Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information on the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official websites. PHAs are also encouraged to provide each resident council a copy of their PHA Plans. The Arvada Housing Authority Annual Plan and the Arvada Housing Authority Administrative Plan are retained in the offices of the Housing Preservation Resources Division of the City of Arvada at 8101 Ralston Rd, Arvada, CO 80002. Both plans are made available upon request to citizens or entities that may request to view the plan. Both will also be made available in electronic format on the Arvada Housing Authority section of the City of Arvada’s website found at arvadaco.gov. ☐ PHA Consortia: (Check box if submitting a Joint PHA Plan and complete table below.) <table><tr><th rowspan="2">Participating PHAs</th><th rowspan="2">PHA Code</th><th rowspan="2">Program(s) in the Consortia</th><th rowspan="2">Program(s) not in the Consortia</th><th colspan="2">No. of Units in Each Program</th></tr><tr><th>PH</th><th>HCV</th></tr><tr><td>Lead PHA:</td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program		PH	HCV	Lead PHA:																							
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		PH	HCV																														
Lead PHA:																																	

B.	Plan Elements. Required for <u>all</u> PHAs completing this form.
B.1	Mission. State the PHA’s mission for serving the needs of low-income, very low-income, and extremely low-income families in the PHA’s jurisdiction for the next five years. In 20 years, Arvada will continue to be a place where people can live, work, shop and play in a healthy, safe, well-planned, family-oriented community that contains lively activity centers as well as stable rural areas and residential neighborhoods. The City of Arvada will be a cultural and arts center with a balanced mix of open space, housing, and employment opportunities for a diverse community.
B.2	Goals and Objectives. Identify the PHA’s quantifiable goals and objectives that will enable the PHA to serve the needs of low-income, very low-income, and extremely low-income families for the next five years. Arvada’s Comprehensive Plan (completed in 2014) outlines the City’s vision for growth and change through 2034. The Plan includes the following vision for neighborhoods and housing: • Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities. • Encourage development of workforce, affordable and assisted housing throughout Arvada. • Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline. • Provide opportunities for special needs and senior housing in Arvada. The Arvada Housing Authority will follow the goals and objectives identified in the City of Arvada Housing Strategic Plan and adopted by the Arvada City Council on May 20, 2024. Housing Goal #1: Continue existing federal/state program partnerships Housing Goal #2: Continue to allocate publicly owned land (and/or acquire properties) for affordable and mixed income housing. Housing Goal #3: Create a dedicated, sustainable revenue source to fund the Arvada Affordable Housing Fund (AAHF). Housing Goal #4: Invest in the production of income-restricted housing. Housing Goal #5: Invest in the preservation of affordable housing. Housing Goal #6: Add staff capacity to support the implementation of the Plan. Housing Goal #7: incorporate additional incentives for income-restricted development (and update definition of “affordable” in the Code). Housing Goal #8: Implement land use recommendations from the Jeffco Housing Advocacy Steering Committee on workforce housing. Housing Goal #9: Explore affordable requirements in new development (e.g, linkage fess and/or inclusionary zoning).

B.3	Progress Report. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. The Arvada Housing Authority’s previous 5 year Plan included the following goals from the Arvada Comprehensive Plan: • Plan for a range of neighborhoods and accessible housing of different tenure types to accommodate diverse incomes and all ages and abilities. • Encourage development of workforce, affordable and assisted housing throughout Arvada. • Maintain and improve the quality of the existing housing stock in Arvada and revitalize the physical and social fabric of neighborhoods that are in decline. • Provide opportunities for special needs and senior housing in Arvada. Housing Goal #1 On May 20, 2024, the City of Arvada recently adopted the City of Arvada Housing Strategic Plan. This plan addresses the needs, strategies, and goals for all housing types in Arvada. The Arvada Housing Advisory Committee and the city team will create an implementation strategy including actionable steps to meet the Plan’s identified vision and goals. Housing Goal #2 The Arvada Housing Authority is in conversation with Lincoln Avenue Capital to partner on the proposed Marshall Pointe Apartments project located at 52nd and Marshall St in Arvada. This project will offer 260 units of workforce housing. Lincoln Avenue Capital has requested that the Housing Authority become a Special Limited Partner and Housing Authority applied for and received Private Activity Bonds from the Colorado Department of Local Affairs to assist with the financing. Housing Goal #3 The Arvada Housing Authority applied for and was awarded \$4.5 million in Private Activity Bonds from the Colorado Department of Local Affairs in 2022 to financially support the Arvada House rehabilitation project located near 58th and Kipling in Arvada. Arvada House is an existing affordable senior project with 88 units for low-income seniors. The rehabilitation process is underway with this project. The City of Arvada partners with Brothers Redevelopment to offer the Essential Home Repair and the Safe and Accessible Arvada programs. Essential Home Repairs provides grant funding to low to moderate income homeowners in need of critical repairs to their homes. The Safe and Accessible Arvada program offers home modification services to offer seniors and person with disabilities the necessary modifications to live safely in their homes. Housing Goal #4 The Arvada Housing Authority has committed 8 project-based vouchers to Cornerstone Legacy Senior Residences project. This project will offer 72 units of affordable senior housing at 64th and Sheridan in Arvada. The Arvada Housing Authority has entered the project as Special Limited Partner to offer property and sales tax exemptions to the property. This project is currently under construction and expected to be completed in 2025.
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B.4	Violence Against Women Act (VAWA) Goals. Provide a statement of the PHA’s goals, activities, objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. <i>Arvada Housing Authority October 1, 2024</i> VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a notice of rights and the form HUD-5382 at the time the applicant is denied. •AHA acknowledges that a victim of domestic violence, dating violence, sexual assault or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior arrest record) that would warrant denial under AHA's policies. Therefore, if AHA makes a determination to deny assistance to an applicant family, AHA must include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. AHA will request that an applicant wishing to claim protection under VAWA notify AHA within 10 business days. Documentation <i>Victim Documentation [24 CFR 5.2007]</i> PHA Policy If an applicant or affiliated individual of an applicant claims the protection against denial of assistance that VA WA provides to victims of domestic violence, dating violence, sexual assault or stalking, AHA may request in writing that the applicant provide documentation supporting the claim in accordance with section 16-IX.B of this plan. Perpetrator Documentation If the perpetrator of the abuse is a member of the applicant family, the applicant must provide additional documentation consisting of one of the following: •A signed statement (1) requesting that the perpetrator be removed from the application and (2) certifying that the perpetrator will not be permitted to visit or to stay as a guest in the assisted unit. •Documentation that the perpetrator has successfully completed, or is successfully undergoing, rehabilitation or treatment. The documentation must be signed by an employee or agent of a domestic violence service provider or by a medical or other knowledgeable professional from whom the perpetrator has sought or is receiving assistance in addressing the abuse. The signer must attest under penalty of perjury to his or her belief that the rehabilitation was successfully completed or is progressing successfully. The victim and perpetrator must also sign or attest to the documentation.
C. Other Document and/or Certification Requirements.	
C.1	Significant Amendment or Modification. Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. In accordance with 24 CFR §903.7(r)(2) which requires public housing authorities to identify the basic criteria the agency will use to determine a substantial deviation from its 5-Year Plan and significant amendments or modification to the 5-Year Plan and Annual Plan, the following definitions are used: Substantial Deviation: For example, making a formal decision not to pursue a listed goal, or substituting an entirely different set of activities to achieve the goal. This definition does not include budget revisions, changes in organizational structure, changes resulting from HUD-imposed regulations, or minor policy changes. Any substantial deviation the 5-Year Plans will be explained in the Annual Plans that are formally approved annually. A Significant Amendment or Modification: Changes of a significant nature to the rent or admissions policies, or the organization of the waiting list not required by federal regulatory requirements as to effect a change in the Section 8 Administrative Plan or the Public Housing Admissions and Continued Occupancy Policy (ACOP). • Proposed demolition, disposition, homeownership, Capital Fund Financing, development, mixed finance proposal, or conversion activities will be considered significant amendments to the Annual and 5-Year Plan. • A Significant Amendment or Modification to the annual plan will be allowed with the consent of the RAB and by Resolution from the Board of Commissioners for the items not included in the Annual Plan. <u>The exception to this Policy rule are as follows:</u> • Changes under the above definitions that are required due to HUD regulations, federal statutes, state or local laws/ordinances, or as a result of a declared national or local emergency will not be considered substantial deviation or significant amendment/modification. • Changes under the above definitions which are funded by any source other than federal funds will not require Plan amendment or modification. • Discretionary or administrative amendments consistent with the Housing Authority’s stated overall mission and objectives will not be considered substantial deviations or modifications. This includes the means in which AHA expands the supply of assisted housing by adding affordable housing units to the market that does not change program guidelines, AHA’s goals, adjust major strategies, and adheres to AHA’s Administrative Plan.

C.2	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the 5-Year PHA Plan? Y N ☐ ☐ (b) If yes, comments must be submitted by the PHA as an attachment to the 5-Year PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.3	Certification by State or Local Officials. Form HUD-50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Required Submission for HUD FO Review. (a) Did the public challenge any elements of the Plan? Y N ☐ ☐ (b) If yes, include Challenged Elements.
D.	Affirmatively Furthering Fair Housing (AFFH).

D.1

Affirmatively Furthering Fair Housing. (Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Not applicable for CO050 at this time.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

Instructions for Preparation of Form HUD-50075-5Y - 5-Year PHA Plan for All PHAs

A. **PHA Information.** All PHAs must complete this section. (24 CFR § 903.4)

- A.1** Include the full **PHA Name**, **PHA Code**, **PHA Fiscal Year Beginning** (MM/YYYY), **Five-Year Period** that the Plan covers, i.e. 2019-2023, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table.

B. Plan Elements.

- B.1 Mission.** State the PHA's mission for serving the needs of low- income, very low- income, and extremely low- income families in the PHA's jurisdiction for the next five years. (24 CFR § 903.6(a)(1))
- B.2 Goals and Objectives.** Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low- income, very low- income, and extremely low- income families for the next five years. (24 CFR § 903.6(b)(1))
- B.3 Progress Report.** Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. (24 CFR § 903.6(b)(2))
- B.4 Violence Against Women Act (VAWA) Goals.** Provide a statement of the PHA's goals, activities objectives, policies, or programs that will enable the PHA to serve the needs of child and adult victims of domestic violence, dating violence, sexual assault, or stalking. (24 CFR § 903.6(a)(3)).

C. Other Document and/or Certification Requirements.

- C.1 Significant Amendment or Modification.** Provide a statement on the criteria used for determining a significant amendment or modification to the 5-Year Plan. For modifications resulting from the Rental Assistance Demonstration (RAD) program, refer to the 'Sample PHA Plan Amendment' found in Notice PIH-2012-32, REV 2.

C.2 Resident Advisory Board (RAB) comments.

- (a) Did the public or RAB have comments?
- (b) If yes, submit comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR § 903.17(b), 24 CFR § 903.19)

C.3 Certification by State or Local Officials.

Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan.

C.4 Required Submission for HUD FO Review.

Challenged Elements.

- (a) Did the public challenge any elements of the Plan?
- (b) If yes, include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing.

(Non-qualified PHAs are only required to complete this section on the Annual PHA Plan. All qualified PHAs must complete this section.)

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D.; nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the 5-Year PHA Plan. The 5-Year PHA Plan provides the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families and the progress made in meeting the goals and objectives described in the previous 5-Year Plan.

Public reporting burden for this information collection is estimated to average 1.64 hours per year per response or 8.2 hours per response every five years, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.3.

TO: THE HONORABLE CITY COUNCIL

DATE: July 1, 2024

SUBJECT: Arvada Housing Authority 2024 Administrative Plan Updates

Report in Brief

Presenter: Carrie Espinosa

The Housing team is proposing revisions to the Housing Choice Voucher Program Administrative Plan to take effect September 1, 2024. The team suggests a variety of changes to the Administrative Plan to comply with new or revised HUD regulations and updates.

The proposed revisions are summarized in the attachments, referencing their location in the Administrative Plan. The Administrative Plan is not attached due to its volume; however, it is available for the review of the Board and the community upon request.

Financial Impact

There is no financial impact related to this agenda item.

Background

The Arvada City Council established itself as the Arvada Housing Authority (AHA) in 1976. The goal of AHA was to provide, through the use of Housing Choice Voucher Program subsidies, safe, decent, sanitary and affordable housing for low income families. The Housing Choice Voucher (HCV) program is funded by the federal government and administered by AHA. AHA enters into an Annual Contributions Contract with HUD to administer the program requirements on behalf of HUD. AHA must ensure compliance with federal laws, regulations and notices and must establish policy and procedures to clarify federal requirements and to ensure consistency in program operation. The Arvada Housing Authority Housing Choice Voucher Program Administrative Plan contains the AHA's policies and procedures.

The majority of the revisions to the AHA Administrative Plan are mandated by HUD to ensure compliance with new laws and federal standards. On July 29, 2016, the Housing Opportunity through Modernization Act (HOTMA) was signed into law. HOTMA makes numerous amendments to Sections 3, 8 and 16 of the United States Housing Act of 1937, including significant changes to income calculation, net family assets and income reviews. All PHAs, including the Arvada Housing Authority, must adopt the new HOTMA policies by amending their administrative plans. Additionally on July 7, 2023, HUD published the National Standards for the Physical Inspection of Real Estate (NSPIRE), the new standard for completing housing inspections, replacing the Housing Quality Standards model. All PHAs are required to implement the new NSPIRE model no later than October 1, 2024.

Discussion

The administrative plan is a required document by HUD. The purpose of the administrative plan is to establish policies for carrying out the programs in a manner consistent with HUD requirements and local goals and objectives contained in the PHA's agency plan. This administrative plan is a supporting document to AHA agency plan, and is available for public review as required by CFR 24 Part 903.

Public Contact

Posting of the City Council agenda

Commission Recommendation

N/A

Strategic Alignment

The Arvada Housing Authority Administrative Plan supports the City Council Strategic Result to improve access to quality housing that is affordable to a broad range of income levels and to provide resources, housing, and neighborhood assistance to Arvada residents, neighborhoods, property owners, and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the Board approve the Arvada Housing Authority 2024 Administrative Plan updates.

Suggested Motion:

I move that the Arvada Housing Authority 2024 Administrative Plan updates, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	6/11/2024
Jessica Garner, Director of Community and Economic Development	6/11/2024
Bryan Archer, Director of Finance	6/11/2024
Gail Walker, Legal Specialist-Contracts	6/11/2024
Emily Grogg, Senior Assistant City Attorney	6/12/2024
Linda Haley, Deputy City Manager	6/12/2024
Rachel Morris, City Attorney	6/14/2024
Lorie Gillis, City Manager	6/18/2024

Enclosure, exhibits & attachments required to support the report

Arvada Housing Authority Administrative Plan October
2024

Proposed Changes

Location	Topic	Change Detail
Chapter 1	Overview of the Program and Plan 15-23	1) Language added to reflect National Standards for the Physical Inspection of Real Estate (NSPIRE)
Chapter 3	Eligibility p. 37-62	1) Added language pertaining to space standards as described in Chapter 8 2) “If any household member is currently engaged in, or has engaged in any of the following criminal activities in the past five years” changed to “If any household member is currently engaged in, or has been convicted of any of the following criminal activities in the past five years”. 3) Changed “A preponderance of evidence that suggests drug-related or violent criminal activity will be given more weight than an arrest for such activity” to “Records of arrests for drug-related or violent criminal activity within the past five years (“preponderance of evidence”), although a record or records of arrest will not be used as the sole basis for the denial or proof that the applicant engaged in disqualifying criminal activity”. 4) Additional requirements for denial of assistance changed from “Sexual Assault” to “felony convictions for sexual assault”, “Felony assault or battery” changed to “felony convictions for assault”, “Arson, homicide, attempted homicide, manslaughter, robbery, armed robbery, stalking or kidnapping within the past 10 years” changed to “felony convictions for arson, homicide, attempted homicide, manslaughter, robbery, armed robbery, stalking or kidnapping within the past 10 years”.
Chapter 4	Applications, Waiting List and Participant Selection p. 63-73	1) Removed, “AHA will provide 25 vouchers to Beyond Home in support of their self-sufficiency program”. 2) Changed “if a family fails to qualify for any criteria that affected the order in which it was selected from the waiting

		list (e.g. preference, extremely low-income), the family will be returned to its original position on the waiting list” to “if a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. preference, extremely low-income), the preference will be removed and the family will be returned to the waiting list”.
Chapter 5	Briefings and voucher Issuance p. 74-83	1) Updated language pertaining to NSPIRE
Chapter 6	Income and Subsidy Determinations p. 84-126	1) Removed all references to Earned Income Disallowance
Chapter 7	Verification p. 127-148	1) Changed, “HUD authorizes AHA to use six methods to verify family information and specifies the circumstances in which each method will be used” to “HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used”. 2) Changed, “Any documents used for verification must be the original (not photocopies) and generally must be dated within 60 days, to “Any documents used for verification must be dated within 60 days”. 3) Removed redundant sentence, “Print outs from web pages are considered original documents”. 4) Removed “AHA staff who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy”.
Chapter 8	NSPIRE standards and Rent Reasonable Determinations p. 149-176	1) This entire chapter has been re-written to adopt NSPIRE (National Standards for the Physical Inspection of Real Estate) and Rent Reasonableness Determinations
Chapter 9	General Leasing Policies p. 177-186	1) Updated language pertaining to NSPIRE 2) Added “as required under VAWA, once the HAP contract and lease have been executed and the family has been admitted to the program, the PHA will notify families of their rights under VAWA by providing all families with a copy of the domestic violence

		certification form (HUD-5382) as well as the VAWA notice of occupancy rights (form HUD-5380)”..
Chapter 10	Moving with Continued Assistance p. 187-203	1) Added, “If AHA does not have sufficient funding for continued assistance, but the family must move from their unit (E.g./ the unit failed inspection), the family may move to a higher cost unit if the move is within the AHA’s jurisdiction. AHA, however, will not allow the family to move under portability in this situation if the family wishes to move to a higher cost area”. 2) Added, “For both moves within the AHA’s jurisdiction and outside under portability, AHA will not deny a move due to insufficient funding if AHA previously approved the move and subsequently experienced a funding shortfall if the family cannot remain in the current unit. AHA will rescind the voucher in this situation if the family will be allowed to remain in their current unit”. 3) Added, “Zero HAP families Who Wish to Move [24 CFR 982.455] 4) Added AHA Policy, “If a zero HAP family requests to move to a new unit, the family may request a voucher to move. However, if no subsidy will be paid at the unit to which the family request to move, AHA will not enter into a HAP contract on behalf of the family for the new unit”. 5) Added Clarification regarding portability and initial billing deadline.
Chapter 11	Reexamianations p.204-215	1) Added, “If adding a new family member to the unit causes overcrowding according to space standards (see Chapter 8), AHA must issue the family a new voucher, and the family and AHA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for rental by the family, AHA must terminate the HAP contract in accordance with its terms [24 CFR 982.403]” 2) Removed references to “HQS”

Chapter 12	Termination of Assistance and Tenancy p. 216-232	1) Changed references to Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE) NSPIRE and references to HQS breach to deficiencies.
Chapter 13	Owners p. 233-245	1) Changed references to Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE) 2) Added language and policies regarding foreclosure
Chapter 14	Program Integrity p. 246-255	1) Changed references to Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE) 2) Added “AHA routinely will use HUD and other non-HUD sources of up-front verification. This includes The Work Number and any other private or public databases available to AHA”. 3) Under Analysis and Findings, added, “For each investigation AHA will determine (1) whether an error or program abuse has occurred, (2) whether any amount of money is owed AHA, and (3) what corrective measures or penalties will be assessed”.
Chapter 15	Special Housing Types and Special Programs p. 256-266	1) Added, “Unless specifically modified by the regulations, NSPIRE standards apply to special housing types (Single Room Occupancy, Congregate Housing, Group Homes, Shared Housing, Manufactured Homes, Homeownership Unit) [Notice PIH 2023-28] 2) Changed references to Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE) 3) Added, “For SRO housing, 24 CFR 5.703(d) only applies to the extent that the SRO unit contains the room or facility referenced in 24 CFR 5.703(d)”. 4) Revised guidelines regarding Congregate Housing as it pertains to NSPIRE standards. 5) Revised guidelines regarding Group Homes as it pertains to NSPIRE standards. 6) Revised guidelines regarding Cooperative Housing as it pertains to NSPIRE standards.

Chapter 16	Program Administration p. 267-310	1) Changed references to Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE) 2) Added, “via email” as an acceptable means for a request for an informal review. 3) Added, “via email” as an acceptable means for a request for an informal hearing.
Glossary	p. 311-322	1) Changes to Acronyms: Added, “Remote Video Inspection (RVI)”, Removed, “Housing Quality Standards (HQS)” 2) Updated definition of “Congregate Housing” as it pertains to NSPIRE standards 3) Removed definition of “Facility” as it pertains to NSPIRE standards 4) Updated definition of “Family” 5) Added definition of “Foster adult” 6) Added definition of “Health and medical care expenses” 7) Removed definition of “Housing Quality Standards” 8) Added definition of “Human trafficking”. 9) Added definition of “Independent contractor” 10) Added definition of “Inside” as it pertains to NSPIRE standards 11) Added definition of “Life Threatening deficiency” as it pertains to NSPIRE standards 12) Added definition of “Low deficiency” as it pertains to NSPIRE standards 13) Added definition of “Moderate deficiency” as it pertains to NSPIRE standards 14) Added definition of “National Standards for the Physical Inspection of Real Estate”. 15) Added definition of “Outside” as it pertains to NSPIRE standards 16) Revised definition of “Overcrowded” as it pertains to NSPIRE standards 17) Added definition of “Real Property” 18) Added definition of “Severe deficiency” as it pertains to NSPIRE standards 19) Added definition of “sexual assault” 20) Added definition of “sexual orientation”

		21) Revised definition of “Unit” as it pertains to NSPIRE Standards
Attachment II PBV	Project Based Vouchers p. 336-378	1) Removed “AHA will follow the City of Arvada’s procurement policy by posting the advertisement on BidNet”. 2) Changed references to Housing Quality Standards (HQS) to National Standards for the Physical Inspection of Real Estate (NSPIRE) 3) Exhibit 1-added, “Cornerstone Legacy” 4) Added preferences, “Elderly, Disabled, Housing Navigator Referral” for listed PBV projects 5) Added Source of Referral, “waitlist” for listed PBV projects



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.4.

TO: THE HONORABLE CITY COUNCIL

DATE: July 1, 2024

SUBJECT: R-HA-24-02, A Resolution Approving an Agreement By and Between The Arvada Housing Authority and Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program in an Amount Not to Exceed \$20,000 in the First Year

Report in Brief

Presenter: Carrie Espinosa

Housing Choice Voucher (HCV) program regulations at 24 CFR Part 982 set forth basic housing quality standards (HQS) that all units must meet before assistance can be paid on behalf of a family and at least biennially throughout the term of the assisted tenancy. In March 2024, the Arvada Housing Authority issued a Request for Proposals (RFP) for inspection services. Robert Gowins Home Inspections submitted a proposal for services that satisfied all requirements of the RFP. The Housing team recommends approval of R-HA-24-02, A Resolution Approving an Agreement By and Between The Arvada Housing Authority and Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program in an Amount Not to Exceed \$20,000 in the First Year.

Financial Impact

The financial impact on the Arvada Housing Authority is approximately \$20,000 annually. The inspection services are paid out of the Arvada Housing Authority Fund 10 administrative fee budget.

Background

Housing Choice Voucher (HCV) program regulations at 24 CFR Part 982 set forth basic housing quality standards (HQS) which all units must meet before assistance can be paid on behalf of a family and at least biennially throughout the term of the assisted tenancy. HQS define "standard housing" and establish the minimum criteria for the health and safety of program participants. Current HQS regulations consist of 13 key aspects of housing quality, performance requirements, and acceptability criteria to meet each performance requirement. HQS includes requirements for all housing types, including single and multi-family dwelling units, as well as specific requirements for special housing types such as manufactured homes, congregate housing, single room occupancy, shared housing, and group residences.

On March 8, 2024, Arvada issued a Request for Proposal, Housing Inspector- Housing Choice Voucher Program, RFP 24-CED-033, seeking responses from qualified entities to provide inspection services. On March 25, 2024, Robert Gowins Home Inspections submitted a proposal for services. The City team has determined that Robert Gowins Home Inspections has the requisite background, skill, expertise, and insurance to provide the requested services as required.

The Housing team recommends approval of R-HA-24-02, A Resolution Approving an Agreement By and Between The Arvada Housing Authority and Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program in an Amount Not to Exceed \$20,000 in the First Year.

Discussion

The proposal for services submitted by Robert Gowins Home Inspections demonstrated a history of quality and professional inspection services that met the City of Arvada RFP requirements.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

This resolution supports the City Council Strategic Result to improve access to quality housing that is affordable to a broad range of income levels and to provide resources, housing, and neighborhood assistance to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R-HA-24-02, A Resolution Approving an Agreement By and Between The Arvada Housing Authority and Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program in an Amount Not to Exceed \$20,000 in the First Year.

Suggested Motion:

I move that R-HA-24-02, A Resolution Approving an Agreement By and Between The Arvada Housing Authority and Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program in an Amount Not to Exceed \$20,000 in the First Year, be (approved) (rejected).

Prepared by:
Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	6/10/2024
Jessica Garner, Director of Community and Economic Development	6/11/2024
Bryan Archer, Director of Finance	6/11/2024
Gail Walker, Legal Specialist-Contracts	6/11/2024
Emily Grogg, Senior Assistant City Attorney	6/12/2024
Linda Haley, Deputy City Manager	6/12/2024
Rachel Morris, City Attorney	6/14/2024
Lorie Gillis, City Manager	6/18/2024

Enclosure, exhibits & attachments required to support the report

RESOLUTION NO. R-HA-24-02

A RESOLUTION APPROVING AN AGREEMENT BY AND
BETWEEN THE ARVADA HOUSING AUTHORITY AND ROBERT
GOWINS HOME INSPECTIONS FOR INSPECTION SERVICES FOR
THE HOUSING CHOICE VOUCHER PROGRAM IN AN AMOUNT
NOT TO EXCEED \$20,000.00 IN THE FIRST YEAR

WHEREAS, Arvada requires a qualified entity to provide housing inspection services for its Housing Choice Voucher program.

NOW, THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE CITY OF ARVADA, COLORADO

Section 1. The Arvada Housing Authority hereby authorizes the Chairperson, Mayor Lauren Simpson, to execute the agreement with Robert Gowins Home Inspections for Inspection Services for the Housing Choice Voucher Program, which is in substantially the same form as that attached hereto.

Section 2. This resolution shall be effective upon its approval by the Arvada Housing Authority.

APPROVED AND ADOPTED this 1st day of July, 2024.

Lauren Simpson, Chairperson

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney:

BY: _____

Attention: Project Owner
Contract Review

This agreement is being submitted for your review, approval or comments. Please ensure the contract captures the project details.

Approved by:

Project Owner

Carrie Espinosa
Name: Carrie Espinosa

This cover page confirms you have reviewed the contract being submitted to the vendor and provides an opportunity for you to return the contract to the City Attorney's Office with any comments and/or suggested revisions.

If the contract captures the project details, please initial to complete this transaction to send the contract to the vendor. However, if you have comments and/or suggested revisions, please select the "Add Comment" icon. You will be provided a text box to include any comments/suggested revisions. Once complete hit "Post."

Please contact Gail Walker at (720) 898-7187 if you have any questions.

**AN AGREEMENT BY AND BETWEEN THE ARVADA
HOUSING AUTHORITY AND ROBERT GOWINS HOME
INSPECTIONS FOR INSPECTION SERVICES FOR THE
HOUSING CHOICE VOUCHER PROGRAM IN AN AMOUNT
NOT TO EXCEED \$20,000.00 IN THE FIRST YEAR**

- 1. PARTIES.** The Parties to this Agreement are the City of Arvada, a Colorado home rule municipal corporation, whose mailing address is 8101 Ralston Road, Arvada, CO 80002 (“Arvada” or the “City”) and Robert Gowins Home Inspections, a Colorado Sole Proprietorship whose principal place of business is located at 201 Jay Street, Lakewood, Colorado 80226 (“Contractor”). The Parties may be referred to individually as a “Party” and collectively as the “Parties.”
- 2. RECITALS AND PURPOSE.**
 - 2.1. Arvada requires a qualified entity to provide housing inspection services for its Housing Choice Voucher program.
 - 2.2. On or about March 8, 2024, Arvada issued a Request for Proposal, Housing Inspector- Housing Choice Voucher Program, RFP 24-CED-033, seeking responses from qualified entities to provide goods and services as described in Sec. 2.1 (“the Work”).
 - 2.3. Contractor has extensive experience in high quality standards home inspections. On or about March 25, 2024, Contractor submitted its proposal in response to Arvada’s RFP (“Response”).
 - 2.4. Arvada has determined that Contractor has the requisite background, skill, expertise, and insurance to provide the requested goods and services and other related services, under the terms and conditions more fully set forth below.
 - 2.5. Arvada and Contractor agree that Arvada contemplates using Contractor as a Contractor for the Work as described in the Contract Documents. However, Arvada and Contractor acknowledge and agree that Arvada may, at its sole discretion, use other Contractors to perform similar work, and that this Agreement in no way limits Arvada from hiring other contractors or constitutes a contract for exclusive services from Contractor.
- 3. CONTRACT DOCUMENTS AND EXHIBITS.**
 - 3.1. Contract Documents. The Contract Documents shall consist of this Agreement together with the following:

Exhibit A: Arvada’s RFP 24-CED-033 including General Terms and Conditions and Insurance Requirements; and

Exhibit B: Contractor's Response.

All exhibits referred to in this Agreement are attached hereto and are, by reference, incorporated herein for all purposes.

- 3.2. Interpretation of Contract Documents. In the event any matter, term, provision, or condition that is the subject of this Agreement requires clarification or is in dispute, or is the subject of a difference of opinion, then the terms of this Agreement shall control, and then the terms of **Exhibit A**, and then **Exhibit B** in that order.

4. TERM AND TERMINATION.

- 4.1. Effective date. This Agreement will become effective and binding on both Parties upon its execution by Arvada.
- 4.2. Term. The term of the Agreement shall remain in effect for one year from Arvada's execution of the Agreement as described in Sec. 5.1., unless otherwise agreed to in writing by the Parties, and subject to availability of funds.
- 4.2.1. Termination. Notwithstanding the above, Arvada may terminate this Agreement with or without cause upon 30 days written notice and in accordance with the provisions of this Agreement and **Exhibit A**.
- 4.3. Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires, floods, strikes, labor disputes, pandemics, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.
- 4.4. Renewal. This Agreement may be renewed by Arvada for no more than four consecutive one-year renewal terms. Renewals will be automatic unless the Agreement is terminated.

5. COMPENSATION.

- 5.1. Payment. Arvada shall pay Contractor for the Work requested by Arvada and rendered by Contractor under this Agreement in an amount not to exceed \$20,000.00 in the first year.
- 5.1.1. Contractor shall submit itemized monthly invoices to Arvada for actual goods and services that have been accepted by Arvada or performed by Contractor. Payment by Arvada will be due NET 30 days
- 5.2. Additional Work. While Arvada has listed its major requirements for its solicitation in **Exhibit A**, Arvada may, during the term of this Agreement, wish to purchase other related services identified and offered by Contractor, based upon

the pricing/fee contained in Contract Documents. Arvada reserves the right to award these ancillary items to Contractor or another top rated Bidder based upon the negotiated scope of work and fee structure. This option, if exercised, in no way obligates Arvada to pursue additional services with Contractor.

6. **SCOPE OF SERVICES.** Contractor shall perform the Work as described in the Contract Documents or as amended by the mutual consent of the Parties in writing. The Scope of Work is reflected in **Exhibit A**. Should the Parties agree in writing to a change in the scope of services or a change in a deadline provided in the Contract Documents, then the Parties will timely execute an amendment, which will address the amended scope of services, revisions to necessary start and end dates, any applicable deliverables and associated due dates, reporting requirements, documentation requirements, and any other matters that the Parties deem necessary.

6.1. Contractor Requested Variations to Scope of Services. Contractor proposed two variations to the Work in Exhibit B.

6.1.1. Arvada will not provide stamps, letterhead, envelopes. Arvada will provide the completed checklists. This variation request is denied in part.

6.1.2 Arvada agrees to the variation request to add additional optional services as outlined in Exhibit B on page eight.

7. **TERMS AND CONDITIONS IN CONTRACT DOCUMENTS.** Contractor affirms that it has read and is familiar with all of the Contract Documents including the General Terms and Conditions set forth in the City's solicitation or otherwise attached to this Agreement and agrees to be bound by those Terms and Conditions.
8. **PERFORMANCE MEASURES.** The performance measures for this Agreement shall be those proposed by Contractor in its Response and accepted by Arvada.
9. **PROJECT OWNERS.** Arvada designates Carrie Espinosa as Arvada's Project Owner. Ms. Espinosa (caespinosa@arvada.org) will be Arvada's responsible staff member to provide direction to Contractor during the course of the Work. Arvada reserves the right to change the Project Owner(s) at its discretion and will promptly notify Contractor of any such change in writing. Contractor designates Robert Gowins as Contractor's Project Owner. Mr. Gowins (rgowinshomeinspections@msn.com) will be Contractor's primary contact person during the course of this Agreement. Contractor may change the Project Owner(s) with the Arvada's prior written approval.
10. **INSURANCE.** Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor under the terms of the Contract Documents. Contractor's failure to secure and maintain sufficient insurance at any time during the pendency of this Agreement do not relieve Contractor of its obligations under this provision; Contractor's failure to

fulfill the obligations of this section will make the Contractor the *per se* insurer.

10.1. Consultant shall maintain insurance in the types and amounts shown in **Exhibit A**.

11. **INTEGRATION, AMENDMENT, AND SEVERABILITY.** This Agreement represents the entire agreement between the Parties; there are no oral or collateral agreements or understandings. The Parties, by mutual agreement, may amend this Agreement at any time. Any amendments must be in writing and will be incorporated into and made a part of this Agreement. If any provision in this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will be deemed severable, and as such, the remaining provisions will continue in full force and effect.
12. **NOTICES.** Any notice or notification required or permitted by the Agreement shall be in writing, and may be sent to the other Party by certified or registered mail, or by electronic mail, addressed to the that Party's project owner at such street address or email address as are set forth herein or subsequently designated by the Parties. Such notice or notification shall be deemed to have been given when deposited in the United States mail or, in the case of electronic mail, upon the sent date stamp contained in the electronic mail.
13. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action that is necessary to carry out this Agreement.
14. **BINDING AUTHORITY.** Contractor represents and affirms that the signature page hereof accurately states the full legal name of Contractor (whether as a corporation, partnership, limited liability company, sole proprietorship, or other), contains all requisite signature(s) on behalf of Contractor and in all other respects is effective to bind Contractor, in accordance with all applicable statutes, regulations, resolutions, rules, bylaws, agreements, or similar sources of authority or limitation. This Agreement may be executed in counterpart(s), each of which shall be deemed to be an original, and all of which, taken together, shall constitute one instrument.

DATED this _____ day of _____, 2024.

ARVADA HOUSING AUTHORITY, a
public agency

Lauren Simpson, Chairperson
8101 Ralston Road
Arvada, CO 80002

ATTEST:

City Clerk

APPROVED AS TO FORM:

Rachel A. Morris, City Attorney

By: Emily Grogg

Robert Gowins Home Inspections



Robert Gowins

Owner

P.O. Box 281027

Lakewood, Colorado 80228



REQUEST FOR PROPOSAL

Proposal #: 24-CED-033

Title: Housing Inspector – Housing Choice Voucher Program

RFP Issued: 03/08/2024

Question Deadline: 03/19/2024 2:00 PM MT
Questions must be submitted through BidnetDirect.com.
Responses will be posted on Bidnet via addendum.

Proposals Due By: 03/28/2024 2:00 PM MT

Electronic Submissions must be submitted online at BidNetDirect.com.
This is the only valid source for postings regarding this solicitation.

Late responses will not be considered for award.

For additional administrative information not related to the project contact: Doreen Mazza, dmazza@arvada.org
Contact with the requesting department may result in vendor disqualification.

Arvada Vision: We dream big and deliver.

Mission: We are dedicated to delivering superior services to enhance the lives of everyone in our community.

Values:

- Innovation** – We excel in creativity, flexibility and the use of best practices while valuing diverse backgrounds, ideas and perspectives.
- Passion** – We are a high performing, inclusive team inspiring each other to pursue excellence.
- Opportunity** – We value our diversity, embrace possibilities, face challenges, persevere and take action to deliver quality results.

Documents included in this Request:

General Terms and Conditions	page 2
Special Terms and Conditions	page 4
Insurance Requirements	page 5
Administrative instructions and Evaluation Criteria	page 6
Scope of Services	page 8
Required Vendor Submittal Form, Submittal Checklist	page 12
Performance Measures Form	page 14

GENERAL TERMS AND CONDITIONS

1. **NO MULTI-YEAR FISCAL OBLIGATION.** Financial obligations of Arvada payable after the current fiscal year are contingent on funds for that purpose being appropriated, budgeted, and otherwise made available by the City Council for Arvada. Arvada's obligations under the Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of Arvada within the meaning of Article X, Section 20 of the Colorado Constitution (TABOR).
2. **TAXES.** Arvada shall not be liable for the payment of any excise, sales, or use taxes. Arvada is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-01789). Contractor shall not invoice Arvada for any state, federal or local taxes. Upon written notification by Arvada, Contractor shall reimburse Arvada in a timely manner for any taxes erroneously paid by Arvada.
3. **NO INDEMNIFICATION BY ARVADA.** Arvada is prohibited under Article XI, Section 1 of the Colorado Constitution from indemnifying anyone. Despite any provision in any contract document to the contrary, Arvada does not indemnify Contractor or anyone else under the Agreement.
4. **INDEMNIFICATION OF ARVADA.** Contractor shall indemnify, defend, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards, and other amounts (including attorneys' fees and related costs) arising from or related to any act or omission by Contractor, or its employees, agents, Subcontractors, or assignees in connection with the Agreement.
 - 4.1. **Confidential Information Indemnification.** Disclosure or use of Arvada Confidential Information by Contractor may be cause for legal action by third parties against Contractor, Arvada, or their respective agents. Contractor shall indemnify, defend, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by Arvada in relation to any act or omission by Contractor, or its employees, agents, assigns, or subcontractors.
 - 4.2. **Intellectual Property Indemnification.** Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Deliverable, Good or Service, software, or Work provided by Contractor under the Agreement (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.
5. **GOVERNMENTAL IMMUNITY.** Liability for claims for injuries to persons or property arising from the negligence of Arvada, its departments, boards, commissions, committees, bureaus, offices, employees and officials shall be governed by the provisions of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (CGIA). No term or condition of the Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the CGIA.
6. **OPEN RECORD REQUESTS.** Arvada is obligated to comply with the Colorado Open Records Act (C.R.S. §§24-72-200.1 *et seq.*)(CORA), which may require Arvada to disclose all or a portion of communications relating to the Agreement, any transaction under the Agreement, and other related matters. Contractor has been advised to familiarize itself with CORA. Any confidentiality provisions in any contract documents are subject to the provisions of CORA.
7. **PROTECTION OF PERSONAL IDENTIFYING INFORMATION.** In the event the Agreement includes or requires Arvada to disclose to Contractor any Personal Identifying Information as defined in C.R.S. § 24-73-101, Contractor shall comply with the applicable requirements of C.R.S. §§ 24-73-101, *et seq.*, relating to third-party service providers.
8. **NO THIRD PARTY BENEFICIARIES.** The Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Arvada and Contractor. Enforcement of the Agreement and all related rights and obligations are reserved solely to Arvada and Contractor. Any services or benefits which third parties receive as a result of the Agreement are incidental and do not create any rights for such third parties.
9. **ASSIGNMENT.** Contractor's rights and obligations under the Agreement are personal and may not be transferred or assigned without the prior, written consent of Arvada. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by Arvada shall be subject to the provisions of the Agreement. Any provision of an assignment that enlarges any duty, responsibility, or obligation of Arvada, or that limits, curtails, or diminishes any right or privilege of Arvada, without Arvada's express written consent, shall be void.
10. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.

11. **SURVIVAL.** Any provision of the Agreement that imposes an obligation on a party after the Agreement's termination or expiration shall survive the termination or expiration and shall be enforceable by the other party.
12. **SUBCONTRACTS.** Contractor shall not subcontract any of its responsibilities without Arvada's prior written approval, which will not be unreasonably withheld. Contractor shall submit to Arvada a copy of each such subcontract upon Arvada's request. All subcontracts Contractor enters into in connection with the Agreement shall comply with all applicable federal, state, and local laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of the Agreement. Contractor agrees it is fully responsible for subcontractors performing services under the Agreement. Contractor shall be Arvada's sole point of contact regarding the services, including with respect to payment.
13. **INDEPENDENT CONTRACTOR.** Contractor shall perform its duties under the Agreement as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of Arvada. Contractor shall not have authorization, express or implied, to bind Arvada to any agreement, liability, or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through Arvada and Arvada shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Contractor shall: (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law; (ii) provide proof thereof when requested by Arvada; and (iii) be solely responsible for its acts and those of its employees and agents.**
14. **LICENSES, PERMITS, AND OTHER AUTHORIZATIONS.** Contractor shall secure, prior to the effective date, and maintain at all times during the term of the Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under the Agreement, and shall ensure that all employees, agents and subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to the Agreement.
15. **STANDARD AND MANNER OF PERFORMANCE.** Contractor shall perform its obligations under the Agreement in accordance with the highest standards of care, skill, and diligence in Contractor's industry, trade, or profession.
16. **TIME OF THE ESSENCE.** Contractor acknowledges and agrees that time is of the essence for this Agreement and that it is an essential term of this Agreement that Contractor maintain a rate of progress in the Services that will result in completion of the Services in accordance with this Agreement. To that end, Contractor agrees to proceed with all due diligence to complete the Services in a timely manner in accordance with this Agreement, and further agrees that failure to complete any of the Services during the Term of this Agreement, or as may be more specifically set forth in an attachment, exhibit, or modification, shall be deemed a breach.
17. **WAIVER OF BREACH.** A waiver by any party to the Agreement of a breach of any Agreement term shall not operate or be construed as a waiver of any subsequent breach by either party.
18. **RIGHT TO TERMINATE.** Arvada shall have the right to terminate, without cause, the Agreement. Any such termination shall not be considered a breach of the Agreement or any extension. In the event Arvada terminates for convenience, Arvada will pay Contractor for requested work performed up until the time of termination, not to exceed the total amount of the contract price agreed upon by Arvada and Contractor.
19. **EXTERNAL TERMS AND CONDITIONS.** Notwithstanding anything to the contrary, Arvada shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in the Agreement.
20. **PROHIBITED TERMS.** Any term included in the Agreement that requires Arvada to indemnify or hold Contractor harmless; requires Arvada to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any term included in the Agreement that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under the Agreement, and no insurance policy shall be interpreted as being subject to any limitations of liability of the Agreement.
21. **COMPLIANCE WITH ALL LAWS.** Contractor shall comply with all applicable federal, Colorado and Arvada laws, rules, regulations, policies and procedures in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

22. **BINDING ARBITRATION PROHIBITED.** Arvada does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary shall be null and void.
23. **GOVERNING LAW AND VENUE.** Colorado law, rules, and regulations shall be applied in the interpretation, execution, and enforcement of the Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to the Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in Jefferson County.
24. **OWNERSHIP OF WORK PRODUCT.** The originals of all plans, reports, studies, data, or other materials or information relating to the Work that are produced by Contractor shall be delivered to and become the property of Arvada. Contractor may retain copies of any originals; however, no plans, reports, studies, data, or other materials or information relating to the Work shall be released to any person or entity without the prior written consent of Arvada. Nothing in this clause is intended to affect Contractor's right to use generic know-how learned in the course of providing services under the Agreement for the future benefit of Arvada or others.
25. **SOFTWARE PIRACY PROHIBITION.** Arvada or other public funds payable under the Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of the Agreement and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If Arvada determines that Contractor is in violation of this provision, Arvada may exercise any remedy available at law or in equity or under the Agreement, including, without limitation, immediate termination of the Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.
26. **ACCESSIBILITY COMPLIANCE.**
- 26.1 Arvada is obligated to comply with the Colorado Anti-Discrimination Act (C.R.S. §§24-34-300 et seq.)("CADA"), which requires all digital and online platform and content providers to comply with the minimum Accessibility Standards for Individuals with a Disability, adopted by the Colorado Office of Information Technology ("OIT") under C.R.S §24-85-103(2.5). Contractor has been advised to familiarize itself with CADA.
- 26.2 To the extent the Work or any of Contractor's services provided under the Agreement involves digital, technological components, including but not limited to software, websites, applications, digital documents (the "Material"), all Material shall comply with the OIT's currently adopted minimum Accessibility Standards for Individuals with a Disability at all times.
- 26.3 Contractor shall indemnify, save, and hold harmless Arvada, its employees, agents and assignees (the "Indemnified Parties") against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relationship to Contractor's failure to comply with Section (26.2) above.
- 26.4 Upon Arvada's request, Contractor shall certify to Arvada that its service(s) and digital documents are compliant with Section (26.2) above. Arvada may require Contractor's compliance to the OIT's currently adopted minimum standards of accessibility to be determined by a third party selected by Arvada to attest to Contractor's compliance.

SPECIAL TERMS AND CONDITIONS

1. PRICES FIXED AND FIRM FOR THE TERM OF THE CONTRACT

Prices proposed by the vendor shall remain fixed and firm during the term of the contract; however, the vendor may offer incentive discounts from the fixed price. This contract shall commence upon the date specified in the Contract or Purchase Order and shall remain in effect until such time as all items/services purchased in conjunction with this solicitation have been delivered and accepted by the City's authorized representative. It shall be understood and agreed that any warranty period which exceeds this term shall remain in full force for the duration of the warranty period.

2. OPTION TO RENEW FOR SUBSEQUENT YEARS The prices or discounts quoted in this Solicitation shall prevail for one year from the effective date of the contract, at which time the City shall have the option to renew the contract for 4 additional one year periods; provided that the vendor provided satisfactory performance during the contract period. Continuation of the contract beyond the initial period is a City prerogative and not a right of the vendor. Unless otherwise notified in writing, the option period shall become automatic at the end of the original period.

During the option period, the City will consider an adjustment to the pricing structure. For consideration, the vendor must document that it was subject to a price adjustment by the product manufacturer or a direct wholesale supplier. Any price adjustments shall not exceed the amount being passed on.

3. CONTENTS OF OFFER

Vendors are required to submit offers with the following conditions:

- a. Vendors shall make all investigations necessary to inform themselves of the facilities affected by the delivery of products and services required by the Solicitation.
- b. Any official interpretation of the Solicitation may only be issued by an authorized agent of the City. The City shall not be responsible for other interpretations offered by employees not authorized.
- c. The City shall issue Addenda if substantial changes are required which may impact the content and submission of Offers. A copy of such addenda will be publicly posted with the original RFP posting.
- d. The apparent silence or omissions within this Solicitation regarding a detailed description of the materials or services shall be interpreted to mean that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be provided.

4. CLARIFICATION AND MODIFICATIONS

The contract resulting from this solicitation will be subject to the Solicitation materials, City Ordinance, State and Federal Statutes. When conflicts occur, the highest authority shall prevail. Vendors are required to indicate any variances to the terms, conditions, requirements and specifications of this Solicitation; no matter how slight. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation.

5. ELIGIBILITY OF VENDORS: MUST BE ENGAGED IN SUPPLYING PRODUCTS OR SERVICES RENDERED

Offers will only be considered from firms which have been engaged in the business of manufacturing or distributing the goods and/or performing services described in this Solicitation. Vendors must be able to produce evidence that they have an established satisfactory record of performance for at least two (2) years and have sufficient finances and structure to ensure that they can satisfactorily execute the Contract requirements, as determined by authorities of the City. The City reserves the right, before awarding the contract, to require a vendor to submit evidence of its qualifications including, but not limited to, financial, technical and other qualifications, as well as past performance with the City, for consideration in making the award in the best interest of the City.

6. CONFIDENTIAL DOCUMENTS

Vendors may designate specific pages or sections within their submission as trade secret or confidential commercial information or as otherwise protected by law ("Confidential Information"). Documents and data that are considered Confidential Information shall be clearly marked as such and separated from the rest of the solicitation submission documents. Comingling is not acceptable. The City does not favor blanket assertions of Confidential Information. Please note that blanket assertions that merely classify and/or broadly claim information is confidential are insufficient as a matter of law. See, *International Brotherhood of Electrical Workers Local 68 v. Denver Metropolitan Major League Baseball Stadium District*, 880 P.2d 160 (Colo.App. 1994). Any information that will be included in any resulting contract cannot be considered Confidential. Under no circumstances may submission pricing information be considered Confidential. In the event a formal contract is entered into with the City and a portion of the Proposal/Response carries a designation indicating the Vendor believes it is Confidential Information, then the City agrees that it will use its best efforts to forward any request for the disclosure of the Confidential Information to the Vendor. By its submission of the Proposal/Response, Vendor agrees to promptly respond to the request for disclosure with any objections and reasons therefor in accordance with the Colorado Open Records Act C.R.S. §§24-72-101 *et seq.* and any other applicable law. Further, Vendor agrees to assume the obligation to defend, hold harmless, and indemnify the City in any legal proceeding that arises from non-disclosure of documents or data pursuant to the Vendor's objection.

8. MODIFICATIONS TO EXISTING CONTRACT

Terms and conditions may be added, modified, and deleted upon mutual agreement between authorized agents of the City and the vendor provided that such terms and conditions remain within the scope and original intent of the Solicitation. Said terms and conditions may include, but are not limited to, additions or deletions of service levels and/or commodities, and increases or decreases in the time limits for an existing contract. Any and all modifications must be signed by authorized agents of the City and the vendor prior to the enactment of such modifications.

INSURANCE REQUIREMENTS

The following listed insurance requirements shall be carried by the selected vendor for the entirety of the contract. Applicable requirements for this solicitation are identified by completed check boxes.

1. ☒ **Commercial General Liability**, written on an occurrence form, for limits not less than \$1,000,000 for bodily injury and property damage for each occurrence and not less than \$2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
2. ☒ **Workers' Compensation and Employers Liability** as required by statute. Employers Liability coverage is to be carried for a minimum limit of \$1,000,000 each accident/disease and \$2,000,000 aggregate.
3. ☒ **Automobile Liability** for limits not less than \$1,000,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
4. ☐ **Umbrella Liability** of \$ _____, following form to the Commercial General Liability.
5. ☐ **Builders Risk or Course of Construction** Purchased by contractor to cover physical damage to property in construction or rehab. Contractors will ensure that City and subcontractors will be covered as additional insureds, excluding their own machinery, tools and equipment.

6. ☐ **Professional Liability** Professional Liability insurance in an amount of not less than \$1,000,000 per occurrence, covering the professional work contemplated under this proposal. The coverage shall have an extended reporting period of three (3) years following the date of substantial completion of the work for reporting of claims.
7. ☐ **Pollution Legal Liability Insurance** for limits not less than \$1,000,000 per occurrence (or claims made) and not less than \$1,000,000 aggregate for bodily Injury, personal Injury and property Damage.
8. ☐ **Privacy/Network/Cyber Liability Insurance** for limits not less than \$1,000,000 for any firm providing product or services associated with IT, software, communication, or network.

Additional Insurance Requirements:

- Contractor will be required to, at its own expense, keep in full force and effect during the term of the Agreement, and during the term of any extension or amendment of the Agreement, insurance reasonably sufficient to insure against the liability assumed by Contractor pursuant to the provisions of the solicitation sent by the City of Arvada or as determined by the City of Arvada Risk Manager.
- Issuance of a Purchase Order/Contract is contingent upon the receipt of the insurance documents. Work shall not commence before this requirement is met. If the vendor fails to submit the required insurance documents within fifteen (15) calendar days after notice to submit such policies is given to the vendor by a City representative, the vendor may be in default of the Award.
- Except for Workers Compensation, Employer's Liability insurance, Automobile Liability and Professional Liability insurance, the City of Arvada must be endorsed as an additional insured on a Certificate of Insurance.
- All coverage must be written with carriers holding a minimum A.M. Best rating of A-:VII, and authorized to do business in Colorado. Coverage shall be primary, and any insurance held by the City of Arvada is excess and non-contributory.
- The City, through its Risk Manager, reserves the right to require additional insurance coverage and other requirements.

ADMINISTRATIVE INFORMATION

1. PURPOSE - TO OBTAIN PROPOSALS

The purpose of this Solicitation is to provide qualified vendors with sufficient information regarding the City's needs in order to adequately prepare and submit a Proposal. Proposals must be received by the date and time established in this solicitation. Once the deadline has passed, Proposals will not be able to upload to the BidNet site. Proposals are proprietary working documents offered by prospective vendors and, as such, are not subject to public inspections until an official award is made.

2. PREPARATION AND SUBMISSION

Offers will be prepared as follow:

- a. A blank shall be construed as "No Bid/not offered". Where there is a discrepancy between the unit price and the extension of prices, the unit price shall prevail.
- b. Vendors will not knowingly participate in solicitations where there exists a conflict of interest with their firm and a member of City staff or their immediate family.
- c. Solicitations and addenda are available at WWW.BIDNETDIRECT.COM. Registration is available to receive email notification of new solicitations, addenda and communications.
- d. Vendors who qualify their Offers by requiring alternate contractual terms and conditions as a stipulation for contract award, must include such alternate terms and conditions in its Offer. The City reserves the right to declare the vendor's Offer as non-responsive if any of these alternate terms and conditions are in conflict with the City's terms and conditions, or its best interest.
- e. Once Offers have been opened, the City shall not consider any subsequent submissions of alternate terms and conditions.

3. MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to Offers- Changes to the Offer after the submission deadline shall be allowed only when the vendor can show convincing evidence that an unintentional factual mistake was made. Modification requests must be made in writing. Any modification submitted to the City must have the vendor's name, address, Solicitation Number and title included.

Withdrawal of Offers- Offers may not be withdrawn after the deadline for the Solicitation for a period of ninety (90) calendar days. If an Offer is withdrawn by the vendor during this ninety (90) day period, the City may, at its option, suspend the vendor and may not accept any Offer from the vendor for a six (6) month period following the withdrawal.

4. REJECTION OF OFFERS

- a. The City may reject an offer, in whole or in part, for reasons including, but not be limited to:
 - i. The vendor misstates or conceals any material fact in its Proposal;
 - ii. The vendor's Offer does not strictly conform to the law or requirements of the Solicitation;
 - iii. The Offer expressly requires or implies a conditional award that conflicts with the method of award stipulated in the Special Conditions;

- iv. The Offer does not include documents which are required for submission with the Offer; or
- v. The Offer has not been executed by the vendor through an authorized signature.
- b. The City may, at its sole and absolute discretion:
 - i. Reject all or parts of Offers submitted by prospective vendors;
 - ii. Re-advertise this Solicitation;
 - iii. Postpone or cancel the Solicitation;
- iv. An Offer may not be accepted from, nor any contract be awarded to, any person or firm which
 - (a) is in arrears to the City for any debt or Contract, or is a defaulter as surety for any obligation to the City.
 - (b) has failed to perform faithfully any previous contract with the City, State or Federal governmental for a minimum period of one (1) year after this previous Contract was terminated for cause.
 - (c) has pending litigation against the City on the date and time that the Solicitation is due.

5. BEST VALUE AGENCY

The City of Arvada is a best value agency. Best value means a technique in a competitive solicitation process which emphasizes value over price and permits the evaluation of criteria such as, but not limited to, qualifications, experience, and performance data to determine the best overall value to the city. It is solely incumbent on the staff of the City of Arvada to conduct due diligence to determine best value prior to award.

6. METHOD OF AWARD - BEST EVALUATIVE SCORE BASED ON WRITTEN PROPOSAL:

The selection process will consist of evaluation of qualified proposals received based on the criteria outlined in this RFP. Presentations may be requested to confirm or clarify the information contained in the proposal responses. It is the intent of the City to award a contract to the vendor(s) who receives the highest score from the City's RFP Evaluation Committee.

The Committee will score written Proposals by reviewing documentation submitted by the vendors. Evaluation will be based on the following criteria:

- 1) Firm Capabilities, Qualifications & assigned staff experience
- 2) Scope of submission
- 3) Effective Project Approach and safety
- 4) Effectiveness of project management approach.
- 5) Price/total cost of ownership to support best value for the City of Arvada

Exceptions to specifications or terms and conditions may result in submission being deemed non-responsive.

7. PRESENTATIONS

A second phase MAY be incorporated, in which the Committee will invite a limited number of vendors who received high scores during phase one, to provide an oral presentation. The evaluative score from the oral presentations will determine the top rated vendor(s).

8. PROPOSAL FORMAT REQUIREMENTS

Written proposal should include the information in the format outlined below and be limited to no more than twenty-five (25) pages. Required City forms, resumes, title pages are excluded from page count. Information should be concise, without extraneous content. Refrain from submitting generic marketing materials, alternate and unapproved agreements, and any other information not requested.

All information should be contained in in one pdf file, with sections bookmarked. The file name should start with proposer's name, then the proposal number. Imbedded links for required information are NOT acceptable. All information that proposers want evaluated must be contained in the pdf file.

- a. Cover & executive summary
- b. Detail Firm's and assigned staff capabilities, experience, qualifications, proof of completion of NSPIRE Training, and any Certifications such as HQS Inspector
- c. Details of proposal – proposed services project management approach as it applies to the Scope of Services
- d. Previous projects of similar size and scope, with references
- e. Fee Schedule/Cost Proposal – cost for services and actions outlined in the Scope of Services
- f. Completed attached City submittal forms and all other forms or attachments specifically requested

SCOPE OF SERVICES

BACKGROUND:

The City of Arvada Housing Authority, Colorado (hereinafter referred to as “Arvada Housing Authority” or “AHA”) is a public housing authority that administers approximately 562 federal housing vouchers located throughout the city of Arvada and Jefferson County, Colorado. The AHA is seeking a qualified person or entity (hereinafter referred to as “Contractor”) to provide housing inspection services for its Housing Choice Voucher program. The AHA does not own rental properties and therefore all program participants are leasing from private owners. As a recipient of federal funding, AHA is required to comply with the U.S. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS) standards to ensure that the homes are decent, safe and sanitary. No later than October 1, 2024, the AHA will be required to comply with the new federal NSPIRE inspection requirements.

SCOPE OF SERVICES

AHA is seeking proposals from highly qualified and insured contractors, to complete unit inspections to meet federal Housing Quality Standards (HQS) for the Housing Choice Voucher Program. The selected Contractor shall furnish sufficient organization, personnel, and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the inspection function (including scheduling, notification, inspections, reporting and compliance).

The HCV program is administered pursuant to 24 CFR 982. All dwelling units must be inspected in accordance with HUD’s Housing Quality Standards (24 CFR 982.401) and no later than October 1, 2024 with HUD’s NSPIRE procedures and policies, lead based paint regulations (24 CFR Part 35, Parts A, B, M, and R), HUD’s Housing Choice Voucher Program Guidebook, 7420.10, the Housing Inspection Manual: Section 8 Existing Program, and the HUD Inspection Checklist (HUD 52580), AHA Administrative Plan, Applicable local city and county “Housing Code” and the State of Colorado Carbon Monoxide Alarm Detector Act.

At AHA’s discretion, one or more contractors may be chosen to perform the services requested. The Contractor shall perform all services as described below:

A. Scheduling of Inspections

AHA will be responsible for identifying units to be inspected. The Contractor will be responsible for scheduling all inspections in accordance with industry best practices, standard operating procedures, and the parameters provided by AHA. The Contractor will be responsible for the costs of scheduling the inspections (forms, telephone costs, stamps, etc.) and associated notifications. The Contractor will address and respond to all tenant and landlord inquiries regarding scheduling and rescheduling appointments and inspection results.

B. Inspections

The Contractor will conduct inspections in accordance with HUD Housing Quality Standards as found in 24 CR 982, lead based paint regulations found in 24 CFR Part 35, State of Colorado Carbon Monoxide Detector Act, other HUD documents, applicable local city and county “Housing Code” and AHA’s Housing Choice Voucher Program Administrative Plan found at <https://arvadaco.gov>.

The Contractor will provide the following services for AHA:

Initial Inspections

1. Upon receipt of a Request for Tenancy Approval (RFTA), the Arvada Housing Authority will provide the contractor with an inspection packet containing all pertinent information necessary to initiate contact with the landlord. The inspection packet may be submitted to the contractor via email or picked up by the contractor at the AHA office depending on the contractor's preference.

2. Initiate contact by telephone or email with landlords or their designee within 72 hours of receipt of an inspection packet from AHA to schedule the initial inspection. If unable to make contact with the landlord after two documented unsuccessful attempts by telephone or email, the Contractor shall contact AHA.
3. Complete the initial Inspection within 5 business days after receiving a copy of the inspection packet from AHA. The 5-day period is suspended if the unit is not available for inspection. For example, if a family and owner submit a request for tenancy approval on the 15th of month but the owner indicates that the unit will not be available until 1st of next month, the 5-day clock starts on the 1st of the next month.
4. Any initial inspection that fails must be reinspected prior to AHA authorizing tenancy. Contractor will schedule a re-inspection (to confirm that previously failed items have been addressed) by speaking to the landlord or their designee, use of voicemail and email are permitted communication methods.
5. The Contractor will complete all re-inspections within five business days of notification by the landlord or AHA that the unit is ready for re-inspection.
6. Contact AHA if the unit does not pass the re-inspection. At that point, AHA will make contact with the landlord and notify the contractor when AHA has received notification that all previously failed items have been addressed so that contractor can schedule the re-inspection if applicable.

Biennial Inspections

1. Mail all notices by US First Class Mail no later than 21 days prior to the scheduled inspection date.
2. Complete all biennial inspections no later than 24 months from the last passing inspection date, unless authorized by AHA. For example, if the last passed inspection date is completed 5/1/23, the biennial inspection must be completed no later than 4/30/24.

Special Inspections

Includes inspections in response to complaints registered with AHA concerning an applicable unit's condition, quality control inspections, or any other inspection AHA may deem appropriate to conduct.

1. Initiate contact by telephone or email with landlords or their designee within 48 hours of receipt of the Special Inspection Request from AHA to schedule the inspection. If unable to make contact with the landlord after two documented unsuccessful attempts by phone or email, the Contractor will contact AHA.
2. Schedule special Inspections by speaking to the tenant or landlord or their designee, use of email and voicemail is acceptable.
3. Complete each Special Inspection within 24 hours if the condition reported is considered a life-threatening condition as identified by HUD and/or AHA's administrative plan. If the reported condition is non-life-threatening, then the inspection must occur within 10 business days of the date the request was received.

Re-inspections

1. In most cases, AHA will pass a Biennial or Special Inspection by utilizing completed work orders or photos supplied by the landlord. There may be occasions in which AHA will request the contractor to complete a re-inspection. Contractor will complete all re-inspections within five business days (excluding observed holidays) of notification by AHA that the unit is ready for re-inspection.

All Inspections

1. Conduct all physical inspections in accordance with HUD Housing Quality Standards regulations at 24 CFR

982.401; the Lead Safe Housing Regulations at 24 CFR Part 35, 9 Subparts A, B, M, and R; applicable local city and county "Housing Code", and AHA's Administrative Plan in administering HQS services on behalf of AHA; and recorded using the HQS Inspection Form and no later than October 1, 2024, utilizing the NSPIRE protocols.

2. Schedule inspections and prepare and issue all inspection appointment notification letters via US Postal Service First Class Mail. There is no set schedule by AHA as to how many inspections should be done in a day versus a week as long as the inspections are scheduled so that they are happening in alignment with HUD's required due dates for the type of inspection that is being conducted (biennial, special, quality control, reinspection, initial). On average we are conducting 33 inspections per month.
3. Schedule all inspections, regardless of type, with an inspection appointment window time of no more than four hours. No inspection shall be performed outside of the scheduled appointment window unless the tenant has been notified and is agreeable to altering the appointment time.
4. Contractor to submit a completed packet indicating that the tenant was a "no-show" if they did not answer the door or "refused entry" if the tenant would not allow the inspection. AHA will contact the tenant regarding the no-show or refused entry and ask the contractor to make a second attempt to complete the inspection. Upon a second failure to complete the inspection due to a no-show or refusal of entry, the contractor will return the inspection packet to AHA staff who will issue a notice to the tenant.
5. The Contractor will provide a copy of all completed inspection packets, no more than two business days from the time the inspection was conducted/attempted.

C. Notifications (Pertains to all inspection types)

All notifications, regardless of type, must contain at a minimum the following information:

- a. Date notification was printed
- b. Name and complete mailing address of landlord/agent
- c. Name and complete mailing address of client
- d. Type of Inspection/re-inspection
- e. Date of Inspection/re-inspection
- f. Scheduling Timeframe of Inspection/re-inspection
- h. Contact information for how to reschedule the inspection or request an extension

D. Photo Imaging

For each unit inspected, the Contractor will provide a digital picture of the exterior of the building which houses the unit to be inspected and pictures of every notated fail item or any extraordinary or questionable conditions. Pictures must be submitted to the Arvada Housing Authority along with all required reporting in a mutually agreed-upon format, generally using Microsoft products, excel, word and adobe PDF's.

E. Hours

All inspections must occur between the hours of 8:00 a.m. – 7:00 p.m., Monday through Friday, except for holidays as specified by AHA.

F. Biennial Inspections

The awarded contractor will conduct approximately 281 biennial inspections, which includes units owned by private landlords or managed by their agent. All inspections will be in the City of Arvada and surrounding Jefferson County areas.

G. Compliance and Auditing

The contractor will keep records of all notification letters sent, inspection packets submitted, photos etc either in electronic or paper format for a minimum of 3 years after completion of the inspection.

The Contractor will respond to requests for file audits, as needed, within 72 hours of the request.

H. Background and experience

1. The contractor will provide employment history for the last five years. Include experience with housing inspections, specifically HQS inspections and NSPIRE training and experience, and certifications, including the number of years in business, number of employers, location of office, names of principal employees who will provide the services.
2. The contractor will consent to full background screening, including criminal background check and verification of credentials.

I. Additional Optional Services

1. The contractor may provide Onsite Maintenance:
 - i. The contractor may perform maintenance only when repairs are minor in nature and would eliminate the need to perform a 24-hour emergency re-inspection or 30-day re-inspection at the unit.
 - ii. The contractor may Repair/Replace Damaged or Missing Outlet Cover(s) (two per unit max)
 - iii. The contractor may Repair/Replace Damaged or Missing Light Switch Cover(s) (two per unit max)
 - iv. The contractor may Repair/Replace Missing Smoke Alarm Battery(s) (nine volt)
 - v. The contractor may Repair/Replace Missing Carbon Monoxide Battery(s)
 - vi. The contractor may perform maintenance in units with conventional eight-foot ceiling height only.
 - vii. The contractor will not perform maintenance if other items exist that would require re-inspection of the unit within 24 hours or 30 days.
 - viii. The contractor will track and report monthly to AHA the number of failed or re-inspections reduced by this on-site maintenance service.

****Please note that the Arvada Housing Authority is working to transition to digital inspections in the coming year. Therefore, the above-mentioned Scope of Services will be subject to change to accommodate the new platform. ****

REQUIRED VENDOR SUBMITTAL FORM**SUBMITTED BY:**

Company Name: _____

Contact Names: Sales/Customer Service _____

Address: _____

Phone: (_____) _____ Email(s): _____

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: _____
Signature of Authorized Agent Date FEIN_____
Typed/Printed Name of Agent Title of Agent Agent email

Type of Business: Corporation, State of Incorporation _____ Partnership (general)

Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

Principal line of business: _____

Number of years in present business: _____

REFERENCES:

- ☐ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____ % ____ Days, Net: 30 Days, Accept Visa without additional fee? _____**SUBMITTAL CHECKLIST:**

Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☐ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☐ Cover & Executive Summary
- ☐ Detail Firm's and employees' Qualifications and Capabilities, Experience, Licensing, proof of completion of HUD's Visual Assessment training, proof of any additional certifications such as HQS Inspector training, NSPIRE Training etc. Please note that if not already completed, verification of completion of NSPIRE training will be required no later than 10/1/2024
- ☐ Details of Proposal – Proposed products & services
- ☐ Previous Projects of similar size and scope with references
- ☐ Pricing – All fee and costs associated with the offering. Use the City provided form if included in solicitation
- ☐ Completed, signed Required Vendor Submittal Form, Performance Measures and any other attachments requested

CONFIRM:

- ☐ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☐ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☐ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☐ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: _____**SOLICITATION # 24-CED-33****Housing Inspector – Housing Choice Voucher Program****PERFORMANCE MEASURES FORM INSTRUCTIONS:**

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which the City will monitor and report on the Vendor's performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. _____
2. _____

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. _____
2. _____

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. _____
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. _____
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

**Proposal to provide High Quality Standards Inspection Services to Arvada
Housing Authority/City of Arvada**

Proposal # **24-CED-033**

Proposer name **ROBERT GOWINS**

Title **Housing Inspector – Housing Choice Voucher Program
As an Independent Contractor**

Email address **rgowinshomeinspections@msn.com**

Telephone **303 517 6331**

Fax **303 232 4820**

Mailing address **PO Box 281027
Lakewood, CO 80228**

Office location **201 Jay Street
Lakewood, CO 80026**

Robert Gowins – Home Inspector, Vision and Mission:

As an HQS home inspector, my goal is to ensure that every unit that I inspect will meet HUD regulations of a safe and decent environment for the tenants, as well as working with State Agencies and landlords to provide a safe and decent housing to all Housing clients.

My mission is to offer my HQS inspection services in a responsible, efficient and timely manner.

EXECUTIVE SUMMARY

Robert Gowins, here and after called the Contractor, will perform HQS inspections as required by Arvada Housing Authority, here and after called AHA.

The most important asset that the Contractor will bring to AHA is 14 years of experience completing HQS inspections for seven different agencies in the State of Colorado, and currently working as an independent HQS inspector for AHA. *(See pages 2 and 3 of the proposal)*

During these 14 years of completing HQS inspections, the Contractor has completed training with seven government and private entities. *(See page 4 of proposal)*

Regarding insurance, page 4 lists the type of insurance the Contractor's currently keeps.

Regarding the quality of services provided to AHA, the Contractor's priority is to offer professional and timely scheduling and completion of all inspections requested by AHA. *(See pages 6 and 7 to review the Contractor procedures, by type of inspection; i.e. initial, biennial, etc.)*

Variations

See page 5: A. SCHEDULING INSPECTIONS / Point 4

See Page 8: ADDITIONAL OPTIONAL SERVICES, points 1 and 2

Refer to page 9 of proposal to find the Contractor's compensation fees.

Following Page 9 of the proposal, in order, find REQUIRED VENDOR SUBMITTAL FORM, Training Certifications, Certificates of Achievement and Certificates of Insurance Coverage.

Robert Gowins looks forward to continuing working with the City of Arvada and AHA.

PROPOSAL INDEX

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Scope of Services	Page 5
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Re-inspections, All Inspections, Notifications	Page 7
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Proposal to provide HQS Inspection Services to the City of Arvada

Robert Gowins, here and after called the Contractor, will perform inspections services as required by Arvada Housing Authority, here and after called AHA. The Contractor realizes that its inspection services will be required on an as-needed basis, and AHA has the option to assign inspections to other contractors or AHA staff. The Contractor will perform all the duties and responsibilities pertaining to HQS inspection function, such as scheduling, communicating with AHA, tenants, landlords and, if necessary with officials of the City of Arvada.

Specifically, Robert Gowins, Home Inspector, will offer to the City of Arvada, Arvada Housing Authority:

- 14-year of experience performing HQS inspections, following HUD regulations.
- Certified training and experience working with NAHRO Section 8 HCV HQS.
- Bilingual skills (English/Spanish)
- The experience of 20+ years working as a general contractor, thus the knowledge of building codes and housing standards inside out.

RELEVANT EXPERIENCE

HQS inspector for seven agencies in the State of Colorado*

**See page 3 for work history and contact information.*

1. Jefferson Center for Mental Health
2. Arvada Housing Authority
3. Metro West Housing Solutions
4. Denver Housing Authority
5. Jefferson County Housing Authority (DBA Foothills Regional Housing)
6. Aurora Mental Health
7. D.O.L.A. Department of Local Affairs
(Former Supportive Housing and Homeless Programs)

Robert Gowins – History of HQS Inspection Services Provided to Colorado Agencies

1. Jefferson Center for Mental Health

4851 Independence Street, Wheat Ridge, CO 80033

October 2010 to present (Service without interruptions)

Contact information: Emily Adams – Manager of Housing Services

Telephone #303-432-5204, EmilyAD@jcmh.org

2. Arvada Housing Authority

8101 Ralston Road, Arvada, CO 80002

November 2011 to present (Service without interruptions)

Contact information: Dena Kothe – Housing Choice Voucher program Supervisor

Telephone #720-898-7476, dkothe@arvada.org

3. Metro West Housing Solutions

575 Union Blvd Suite 100, Lakewood, CO 80228

December 2015 to present (Service without interruptions)

Contact information: Tillie Wright – Assisted Housing Administrator

Telephone #303-987-7595, tilwri@mwhsolutions.org

4. Denver Housing Authority

3550 W 13th Avenue, Denver, CO 80204

April 2022 to January 2023

Contact Information: Belinda Mackintosh – HCV Inspections Supervisor

Telephone #720-932-3232, bmacki@denverhousing.org

5. Jefferson County Housing Authority, DBA Foothills Regional Housing

11941 W 48th Avenue, Wheat Ridge, CO 80033

December 2017 to September 2017

Contact information: Loretta Landis – Director of Services and Community Initiatives

Telephone #303-403-5446, LAndis@foothills.org

6. Aurora Mental Health

11059 E Bettany Drive, Aurora, CO 80014

August 2010 to March 2016

Teresa Juarez, Business Project Manager

7. D.O.L.A. Department of Local Affairs

(Former Supportive Housing and Homeless Programs – SHHP)

1313 Sherman St Room 323, Denver, CO 80203

August 2010 to February 2012

Susan Niner, Housing Choice Voucher Program Manager

RELEVANT TRAINING*

**Copies of Contractor's training certifications follow "Required Vendor Submittal Form".*

- ❖ **Colorado Department of Local Affairs - Division of Housing**
Certificate of Completion: Housing Quality Standards Inspector
- ❖ **Environmental Education Associates, Inc., Buffalo, NY**
Mold Awareness Training
- ❖ **PaRR / FEMA**
Certificate of Completion: Disaster Housing Inspector Training
- ❖ **EPA and Colorado Department of Public Health, Denver, CO**
Certificate of Completion: Region 8 Radon Stakeholders Conference Training
- ❖ **MISER INSPECTION & Training, INC.**
Lead Supervisor – Re-certification Course
- ❖ **STATE OF COLORADO – Colorado Department of Public Health**
Lead-Based Paint Certification: Pb Supervisor License
- ❖ **Denver Urban Renewal Authority**
3-consecutive year certificates of achievement recognizing the Contractor's outstanding workmanship and community service.

INSURANCE

The Contractor, at its own expense, will keep in full force and effect*.

**Find copies of Certificates of Insurance at the end of the proposal's PDF document (last two pages).*

- General Liability Insurance on a comprehensive basis in an amount not less than One Million Dollars (1,000,000.), per occurrence.
- Automobile Liability for \$1,000,000 combined single limit for bodily injury and property damage for each occurrence.
- Worker's Compensation and Employer's Liability: Currently the Contractor has no employees.

SCOPE OF SERVICES

Inspection services will consist of new move-in or initial inspections, renewal or recertification inspections; special inspections; and any follow-up inspections, upon request of AHA, under the following conditions:

A. SCHEDULING INSPECTIONS

1. The Contractor will be responsible for scheduling all inspections in accordance with parameters provided by AHA, but the Contractor will determine his own hours to complete any type of inspection.
2. The Contractor may pick up the Inspection Checklists at AHA office, within 48 hours/2 business days of request, or receive an electronic copy of the Checklist via email.
3. In order to schedule inspections, the Contractor will be responsible for the cost of in house printing materials like scheduling letters, blank forms of Inspection Checklists (when necessary) telephone cost, mileage and other office expenses.
4. AHA will provide stamps, letterhead, envelopes and Inspection Checklists with all pertinent information printed in each Inspection Checklist for biennial inspections.
5. The Contractor will respond to all tenant and landlord inquiries regarding scheduling and rescheduling appointments.

B. INSPECTIONS

The Contractor will conduct inspections following the HUD Housing Quality Standards as found in 24 CR 982, lead based paint regulations found in 24 CFR Part 35, State of Colorado Carbon Monoxide Detector Act, other HUD Documents, and AHA's housing Choice Voucher Program.

INITIAL INSPECTIONS

1. AHA will identify the units to be inspected and produce an Inspection Checklist report with all pertinent information about the tenant and the landlord such as name and address of the unit to be inspected, landlord telephone number and email address
2. The Contractor will contact the landlord to schedule an initial inspection within 72 hours of receipt of the Inspection Checklist from AHA; providing that the Checklist includes all the information necessary to initiate the scheduling contact. If the landlord does not respond in a timely manner the Contractor will notify AHA.
3. If an initial inspection fails, AHA is responsible to contact the landlord to communicate the failed items; and once the repairs are completed, the Contractor will reschedule for a re-inspection only by AHA request.

BIENNIAL INSPECTIONS

1. To comply with the 21-day notification to tenants and landlords AHA requirement, the Contractor need to receive AHA's request 45 days in advance to schedule and mail the notices to the tenants and landlords in a timely fashion.
2. The Contractor is responsible to completing all scheduled HQS inspections in a timely manner, before the 2-year due date.

SPECIAL INSPECTIONS

1. Upon AHA request, the Contractor will contact the tenant and/or the landlord (following AHA instructions) within 48 hours of request, via telephone and/or email. If the tenant and/or the landlord do not respond to the Contractor's communication attempts the Contractor will notify AHA.
2. In the case of emergency inspections, the Contractor will complete Special Inspections within 24 hours upon receiving the request, and after completing the inspection, the Contractor will communicate the results to AHA, immediately (no later than 24 hours).
3. In the case of special inspections, that are not emergencies, The Contractor will complete the inspection within 10 business days of the date of the request.

RE-INSPECTIONS

1. The Contractor will complete re-inspections, upon AHA request, within five business days of AHA's notification that the unit is ready for re-inspection. If unable to contact the tenant and/or the landlord, the Contractor will notify AHA after five business days of failed communication attempts.

ALL INSPECTIONS

1. The Contractor will conduct all physical inspections in accordance with HUD Housing Quality Standards.
2. The Contractor will schedule Biennial and No Show inspections sending appointment notification letters via US Postal Service First Class Mail.
3. The Contractor will schedule all inspections with an inspection appointment window time of no more than four hours.
4. In the case of a tenant no-show, did not answer the door, or refused entry to the unit, AHA is responsible to contacting the tenant. The Contractor will make a new attempt to complete a no-show inspection, only upon AHA request.
5. The Contractor will provide a copy of all completed reports (Inspection Checklists) no later than two business days from the time the inspection was completed.

NOTIFICATIONS (Pertains to all inspections type)

The Contractor will include the following information in all notifications:

- a. Date notification was printed
- b. Name and complete mailing address of landlord/agent
- c. Name and complete mailing address of client
- d. Type of inspection/re-inspection
- e. Date of inspection/re-inspection
- f. Scheduling Time of inspection/re-inspection
- g. Contact information to reach the Contractor

PHOTO IMAGING

The Contractor will provide a digital picture of the exterior of the building of the unit to be inspected and photos of every fail item. Photos will be submitted to AHA.

HOURS OF INSPECTIONS

1. The Contractor, at his discretion, will determine his own schedule and working hours.
2. The Contractor will insure that all inspections occur between the hours of 8:00 a.m. and 7:00 p.m., from Monday through Friday, excluding major holidays.

AUDITING

The Contractor will keep notification letters sent, first page of Inspection Checklist submitted, photos and all pertinent information regarding inspections for a period of 3 years.

The Contractor will respond to file audit requests within 72 hours of the request.

ADDITIONAL OPTIONAL SERVICES

With respect to providing Onsite Maintenance, the Contractor will only perform the following additional services:

1. At his discretion, the Contractor may replace missing outlet covers (two per unit max). AHA will supply necessary outlet and switch cover plates.
2. At his discretion, the Contractor may replace missing batteries of smoke alarms and CO detectors, in units with conventional eight-foot-ceiling height only. AHA will supply necessary nine volt batteries and/or other necessary batteries.

PROFESSIONAL RESPONSIBILITY

The Contractor acknowledges that in conducting the HQS inspection services for AHA, it is a representative of AHA and it is obligated to comply with applicable standards of professional conduct and care in the performance of the inspection services.

COMPENSATION

Initial inspection	\$45.00
Recertification, biennial inspection	\$45.00
Special inspection	\$45.00
Follow-up or re-inspection inspection	\$45.00
Meeting with building inspectors	\$45.00

VARIATIONS

The Contractor requires to list two variations to AHA's proposal:

1. Page 4: A-Scheduling Inspections/Point 4
2. Page 6: Additional Optional Services

RIGHT TO TERMINATE

Without cause, the Contractor shall have the right to terminate the contract with AHA within a 30 day written notice.

REQUIRED VENDOR SUBMITTAL FORM**SUBMITTED BY:**Company Name: ROBERT GOWINS HOME INSPECTIONSContact Names: Sales/Customer Service ROBERT GOWINSAddress: PO BOX 281027, LAKEWOOD, CO 80228Phone: (303) 517 6331 Email(s): rgowinshomeinspections@msn.com

The undersigned hereby affirms that:

- They are a duly authorized agent of the vendor;
- They have read all Terms and Conditions and technical specifications made available in conjunction with this solicitation and fully accepts and acknowledges this offer is consistent with the specifications and terms and conditions, unless specific variations have been clearly and expressly listed in the offer.
- The Offer is in all respects fair, without outside collusion or otherwise illegal action.

By: Robert Gowins 03/25/2024 _____
Signature of Authorized Agent Date FEINRobert Gowins OWNER rgowinshomeinspections@msn.com
Typed/Printed Name of Agent Title of Agent Agent email

Type of Business: Corporation, State of Incorporation _____ Partnership (general)

Partnership (limited) Sole Proprietorship Limited Liability Company Other _____

Address of main business office, principal factory, or warehouse if different from above:

201 JAY STREET, LAKEWOOD, CO 80226Principal line of business: HQS INSPECTIONSNumber of years in present business: 14**REFERENCES:**☒ Check here if Firm's standard reference sheet is attached, otherwise, use the space below.

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

References continued:

Name: _____ Contact Person: _____

Address: _____

Telephone No: _____ Email: _____

Describe type of work/service performed or items supplied: _____

PAYMENT TERMS: If the vendor does not accept a percentage discount, the City standard is net thirty (30) days after the date that the City receives an accurate invoice and has accepted the product or service. Payment is the date of the check mailing or date of the credit card transaction.

Discount: ____% ____ Days, Net: 30 Days, Accept Visa without additional fee? N/A

SUBMITTAL CHECKLIST:

Proposals shall be submitted in the order listed below, unless otherwise directed in Administrative Information, with each section clearly identified. **Missing information or required documents may result in submission being deemed non-responsive.**

- ☒ Submit **one** pdf document, unless instructed to include Excel file of Bid Schedule, on-line at BidnetDirect.com (File Name: Company name – Solicitation number)
- ☒ Cover & Executive Summary
- ☒ Detail Firm's and employees' Qualifications and Capabilities, Experience, Licensing, proof of completion of HUD's Visual Assessment training, proof of any additional certifications such as HQS Inspector training, NSPIRE Training etc. Please note that if not already completed, verification of completion of NSPIRE training will be required no later than 10/1/2024
- ☒ Details of Proposal – Proposed products & services
- ☒ Previous Projects of similar size and scope with references
- ☒ Pricing – All fee and costs associated with the offering. Use the City provided form if included in solicitation
- ☒ Completed, signed Required Vendor Submittal Form, Performance Measures and any other attachments requested

CONFIRM:

- ☒ CONFIDENTIAL information, if any, MUST be stamped as such on each page and submitted separately.
- ☒ VARIATIONS: Checking this box indicates that the vendor has variations to this solicitation. Identify all variations and exceptions to this solicitation on a separate sheet/s of paper. If variations are not stated in the vendor's Offer, it shall be agreed that the vendor's Offer fully complies with all conditions identified in this Solicitation. For each variation listed, reference the applicable section of the solicitation document, the page number, and the variance. Submittal of a Vendor Contract is considered excessive in Variations and may be cause for determining that the Bid/Offer is non-responsive and ineligible for award.
- ☒ Insurance – Checking this box accepts that the insurance requirements listed by the City are acceptable unless listed as a variation.
- ☒ Initial to acknowledge receipt of Addenda, if any:

#1 _____ #2 _____ #3 _____

VENDOR NAME: _____
Housing Inspector – Housing Choice Voucher Program

SOLICITATION # 24-CED-33

PERFORMANCE MEASURES FORM INSTRUCTIONS:

The City has incorporated Performance Management into its organizational culture. When vendors submit offers to the City in response to solicitations for **Services** (not associated with the primary purchase of goods, supplies, or software), they shall identify the methods and goals by which the City will monitor and report on the Vendor's performance providing those services to the City. Vendor's performance shall be documented as to (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation.

1. Vendor will define 1-2 measures for (a) Price/Cost, (b) Punctuality/Responsiveness (c) Quality/Reliability, and (d) Sustainability/or Innovation, that follow S.M.A.R.T goals: Specific, Measurable, Achievable, Relevant, and Timely, per category.

2. The awarded vendor will be evaluated by the City per these defined metrics 2 months prior to contract renewal. The department will review with the vendor any measures needing improvement.

SERVICES means: the furnishing of labor, time, effort, maintenance, etc., by a vendor/contractor/consultant, with an initial contract amount of more than \$15,000.

(a) Price/Cost

Example Measure: Consultant will submit detailed invoices substantiating amounts requested.

1. CONTRACTOR INVOICES WILL BE SUBMITTED ONCE A MONTH TO AHA FOR PAYMENT.
2. THE INVOICES SUBMITTED TO AHA WILL CLEARLY LIST ALL PERTINENT INFORMATION FOR EACH COMPLETED INSPECTION.

(b) Punctuality/Responsiveness

Example Measure: Reporting of project status will occur monthly with the City and consultant's Project Manager.

1. CONTRACTOR WILL MAINTAIN A TIMELY AND EFFICIENT COMMUNICATION WITH AHA AGENTS.
2. AHA AGENTS MAY KEEP RECORDS OF THE CONTRACTOR'S RESPONSE AND COMPLETION OF REQUESTED INSPECTIONS.

(c) Quality/Reliability

Example Measure: Revisions are drafted within two weeks, and no more than 3 revisions prior to final draft.

1. AHA MAY RANDOMLY CONTACT TENANTS TO INQUIRE ABOUT THE CONTRACTOR'S QUALITY OF SERVICE AND RELIABILITY.
2. _____

(d) Sustainability and/or Innovation

Example Measure: Digital reports delivered to the City 95% of the time will to reduce the use of paper.

1. CONTRACTOR WILL COMPLY WITH AHA GOALS TO IMPLEMENT DIGITAL INSPECTION REPORTING SYSTEM.
2. _____

Performance measures will be queried for every year of the contract. Performance measures reporting will be considered when renewing or awarding a contract with a vendor.

Colorado Division of Housing - Housing Quality Standards Inspector

Be it known that

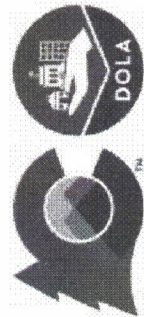
Robert Gowins of Jefferson Center for Mental Health

is hereby Certified as a
Housing Quality Standards Inspector by the Division of Housing
and is authorized to inspect Division of Housing assisted units only

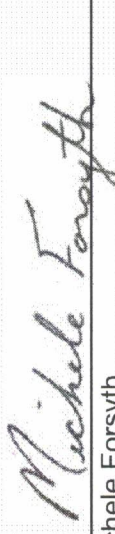
This Certification is effective 3/23/24

in accordance to guidelines established by the Colorado Division of Housing

Expires: 3/31/26



COLORADO
Department of Local Affairs
Division of Housing


Michele Forsyth
Housing Programs Inspector

This certificate has no application or authorization in regards to units that are not subsidized by the Division of Housing



ENVIRONMENTAL EDUCATION ASSOCIATES, INC.

Corporate Office

2929 Main St., Buffalo, NY 14214

(716) 833 2929

CERTIFICATION OF SATISFACTORY COMPLETION OF THE

"Mold Awareness Training"

This certifies that

Robert Gowins

has attended and satisfactorily completed a course of study in Mold Abatement.

Certificate Number *MAW-03-03-12-06*

The course was completed on

3/12/03

A stylized signature of Andrew McLellan in black ink.

Andrew McLellan
President

A stylized signature of Alisa Ruggiero in black ink.

Alisa Ruggiero
Training Coordinator

Certificate of Completion

awarded to

Robert Gowins

*Big Picture Curriculum
Disaster Housing Inspector Training
presented by*



Partnership for Response and Recovery
a contractor for

Derek Hunsch

Manager of Training and Recruiting



FEMA

Friday, April 30, 2010

Training Date

Certificate of Completion

This certifies that

Robert W. Gowins

Has attended the Region 8 Radon Stakeholders Conference

*Sponsored by the Environmental Protection Agency and the
Colorado Department of Public Health and Environment*

Approved for 4 Category II NEHA-NRPP CE Credits

April 8, 2010



Carmela Mues



Colorado Department
of Public Health
and Environment

Chellie



This is to certify that

Robert W. Gowins
Robert W. Gowins

*has successfully completed the
Colorado Department of Public Health and Environment Approved*

LEAD SUPERVISOR RE-CERTIFICATION COURSE

For purposes of accreditation under the
Colorado Department of Public Health and Environment Regulation #19
And to other standards developed by EPA pursuant to Title IV of TSCA.

Conducted by

MISERS INSPECTION & TRAINING, INC.

1825 W Baker Ave. - Englewood, Colorado 80110
(303) 922-8821 office (303) 922-0124

Course Date April 28, 2005

This course has been
granted approval by:

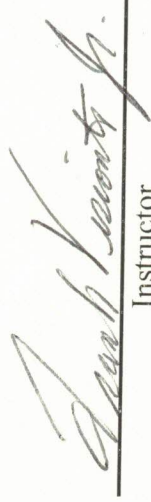
The State of: Colorado

LCSR09745-05

Certificate Number

April 28, 2008

Expires on above Date


Instructor

LEAD-BASED PAINT CERTIFICATION

STATE OF COLORADO

Colorado Department of Public Health
and Environment
Air Pollution Control Division

This certifies that

Robert W. Gowins

Certification Number: 9544

has met the requirements of 25-7-1104, C.R.S. and Air
Quality Control Commission Regulation No. 19, and is
hereby certified by the state of Colorado in the following
discipline:

Pb Supervisor*

Issued: 06/04/2003

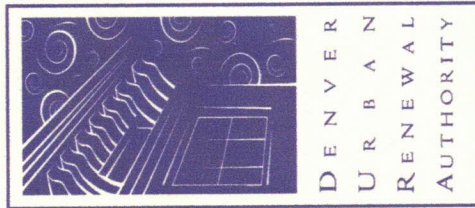
Expires: 06/20/2004


Authorized APCD Representative

- This certificate is valid only with the possession of a valid lead-based paint training certification, issued by a Colorado accredited training provider, in the discipline specified above.*

SEAL

DENVER URBAN RENEWAL AUTHORITY CERTIFICATE OF ACHIEVEMENT



This certificate is awarded to

Robert Gowins, Contractor

In recognition for outstanding workmanship and
community service to the deserving citizens of the City
and County of Denver



Tracy Huggins
Executive Director

2/10/06
Date

Don Eber
Construction Supervisor

2-10-06
Date

DENVER URBAN RENEWAL AUTHORITY CERTIFICATE OF ACHIEVEMENT



This certificate is awarded to

Robert Gowins, Contractor

In recognition for outstanding workmanship and community
service to the deserving citizens of the City and County of Denver



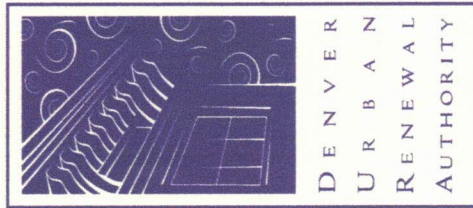
Tracey Huggins
Executive Director

April 6, 2005
Date

Don Eber
Construction Supervisor

April 6, 2005
Date

DENVER URBAN RENEWAL AUTHORITY CERTIFICATE OF ACHIEVEMENT



This certificate is awarded to

Robert Gowins Contractor

In recognition for outstanding workmanship and
community service to the deserving citizens of the City
and County of Denver



Tracy Higgins
Executive Director

2-25-04
Date

Don Efor
Construction Supervisor

2-25-04
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER April Welch State Farm 1590 Balsam St State Farm Lakewood, CO 80214 	CONTACT NAME: PHONE (A/C, No, Ext): 303-234-1792 E-MAIL: info@aprilwelch.com ADDRESS: info@aprilwelch.com		FAX (A/C, No): 303-234-0064
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Robert William Jr Gowins PO Box 281027 Lakewood, CO 80228	INSURER A: State Farm Fire and Casualty Company		25143
	INSURER B: State Farm Mutual Automobile Insurance Company		25178
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			96-CG-H174-3	03/03/2024	03/03/2025	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

DEDUCTIBLE: \$1000.00

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katie Clark

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VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

 DATE (MM/DD/YYYY)
 03/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER April Welch State Farm 1590 Balsam St Lakewood, CO 80214		CONTACT NAME: PHONE (A/C, No, Ext): 303-234-1792 FAX (A/C, No): 303-234-0064 E-MAIL ADDRESS: info@aprilwelch.com PRODUCER CUSTOMER ID #:	
INSURED Gowins, Marina Cecilia & Robert W PO BOX 281027 Lakewood, CO 80228-8027		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Mutual Automobile Insurance Company NAIC # 25178 INSURER B : ☐ INSURER C : ☐ INSURER D : ☐ INSURER E : ☐	

DESCRIPTION OF VEHICLE OR EQUIPMENT

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
2011	Toyota	Corolla	4DR	2T1BU4EE8BC585525
DESCRIPTION				SERIAL NUMBER
2011 Toyota Corolla 4DR				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		☒ VEHICLE LIABILITY	C16 6713-C02-06L	03/02/2024	09/02/2024	COMBINED SINGLE LIMIT	\$
						BODILY INJURY (Per person)	\$ 250,000
						BODILY INJURY (Per accident)	\$ 500,000
						PROPERTY DAMAGE	\$ 100,000
		☐ GENERAL LIABILITY				EACH OCCURENCE	\$
		☐ OCCURRENCE				GENERAL AGGREGATE	\$
		☐ CLAIMS MADE					\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
		☒ VEH COLLISION LOSS	C16 6713-C02-06L	03/02/2024	09/02/2024	☒ ACV ☐ AGREED AMT	\$ LIMIT
		☐ VEH COMP ☐ VEH OTC				☐ STATED AMT	\$ 500 DED
		☒ Full Glass	C16 6713-C02-06L	03/02/2024	09/02/2024	☒ ACV ☐ AGREED AMT	\$ LIMIT
		☐ Full Glass				☐ STATED AMT	\$ 500 DED
		☐ PROPERTY				☐ ACV ☐ AGREED AMT	\$ LIMIT
		☐ BASIC ☐ BROAD				☐ RC ☐ STATED AMT	\$ DED
		☐ SPECIAL					

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Emergency Road Service

ADDITIONAL INTEREST

Select one of the following:

- ☐ The additional interest described below has been added to the policy(ies) listed herein by policy number(s).
☐ A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: ☐ LEASED ☐ FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

☐ ADDITIONAL INSURED ☐ LOSS PAYEE

☐ LENDER'S LOSS PAYEE ☐

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE

Arianna Rios



REPORT TO HOUSING AUTHORITY

AGENDA ITEM
VIII.5.

TO: THE HONORABLE CITY COUNCIL

DATE: July 1, 2024

SUBJECT: R-HA-24-03, A Resolution Authorizing the Arvada Housing Authority to Enter into the First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement for the Vance Street Flats Development

Report in Brief

Presenter: Carrie Espinosa

On August 15, 2022, the Arvada Housing Authority approved Resolution R-HA-22-04, A Resolution Authorizing the Arvada Housing Authority to Enter Into an Amended Special Limited Partnership Agreement and an Assignment of the Housing Assistance Payment Contract for the Vance Street Flats Development. The Vance Street Flats developer, Medici Development LLC, has requested revisions to the Special Limited Partnership Agreement to correct a misstated developer fee in the Agreement and include mandatory transparency language updates requested by the investor, Wells Fargo.

The Arvada team recommends that the City Council approve R-HA-24-03, A Resolution Authorizing the Arvada Housing Authority to Enter into the First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement for the Vance Street Flats Development.

Financial Impact

There is no financial impact related to the approval of this resolution.

Background

Vance Street Flats is a 50-unit affordable housing development at 5854 Vance Street. The Arvada Housing Authority is a Special Limited Partner in the project for the purposes of providing a property and state sales tax exemption for the project. The Arvada Housing Authority also committed seven Housing Choice Vouchers to this site with a preference that the vouchers be used for persons experiencing homelessness. Services for these vouchers are provided by the Arvada Housing Navigator.

On June 27, 2022, the Arvada Housing Authority approved Resolution R-HA-22-03 authorizing the Arvada Housing Authority to enter into an agreement to become a Special Limited Partner as well as enter into an Agreement for Housing Assistance Payments (AHAP) to authorize the seven housing choice vouchers at this site. On August 15, 2022, the Arvada Housing Authority approved an amended partnership agreement to include the Agreement for Housing Assistance Payments (AHAP) to be used as collateral and transferred to Wells Fargo in the event of default.

Medici Development, LLC requests another revision to the Limited Partnership Agreement to correct a misstated developer fee in the Limited Partnership Agreement which decreases the total developer fee payable to Medici Development. The investment partner, Wells Fargo, is also requesting the implementation of mandatory form changes related to anti-corruption and anti-money laundering laws and the Corporate Transparency Act.

Discussion

The decrease in the developer fee does not impact the AHA and the addition of the transparency language is standard practice for new agreements.

Public Contact

Posting of the City Council agenda.

Commission Recommendation

N/A

Strategic Alignment

The Arvada Housing Authority Limited Liability Partnership Agreement for the Vance Street Flats development supports the City Council Strategic Result to improve access to quality housing that is affordable to a broad range of income levels and to provide resources, housing, and neighborhood assistance to Arvada residents, neighborhoods, property owners and stakeholders.

Alternative Courses of Action

N/A

Recommendation for Action

The Arvada team recommends that the City Council approve R-HA-24-03, A Resolution Authorizing the Arvada Housing Authority to Enter into the First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement for the Vance Street Flats Development.

Suggested Motion:

I move that R-HA-24-03, A Resolution Authorizing the Arvada Housing Authority to Enter into the First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement for the Vance Street Flats Development, be (approved) (rejected).

Prepared by:

Carrie Espinosa, Manager of Housing Preservation and Resources

Reviewed by:

Approved by:

Carrie Espinosa, Manager of Housing Preservation and Resources	6/10/2024
Jessica Garner, Director of Community and Economic Development	6/11/2024
Bryan Archer, Director of Finance	6/11/2024
Gail Walker, Legal Specialist-Contracts	6/13/2024
Emily Grogg, Senior Assistant City Attorney	6/14/2024
Linda Haley, Deputy City Manager	6/14/2024
Rachel Morris, City Attorney	6/17/2024
Lorie Gillis, City Manager	6/18/2024

Enclosure, exhibits & attachments required to support the report

SUBJECT: R-HA-24-03, A Resolution Authorizing the Arvada Housing Authority to Enter into the First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement for the Vance Street Flats Development

PAGE: 3
ITEM: VIII.5.

RESOLUTION NO. R-HA-24-03

A RESOLUTION AUTHORIZING THE ARVADA HOUSING AUTHORITY TO ENTER
INTO THE FIRST AMENDMENT TO AMENDED AND RESTATED LIMITED LIABILITY
LIMITED PARTNERSHIP AGREEMENT FOR THE VANCE STREET FLATS
DEVELOPMENT

WHEREAS, the Arvada Housing Authority (“the Authority”) seeks to increase affordable housing options in the Arvada community; and

WHEREAS, Vance Street Flats is a Colorado Housing and Finance Authority approved affordable workforce housing development located at 7355 Ralston Road, Arvada, CO 80002, which will provide 50 units of affordable housing to the community as follows:

WHEREAS, the Authority entered into an Agreement for Housing Assistance Payments with Vance Street LLLP in order to provide the 7 vouchers; and

WHEREAS, the Authority wholly owns Arvada Housing Participation LLC, a limited liability company established by Arvada City Code 46-43(7), which allows the Authority to form business entities to partner with developers in affordable development projects; and

WHEREAS, Vance Street Flats and the Investor Limited Partner require amendments to the limited liability agreement regarding the developer fee and recent corporate transparency law changes.

WHEREAS, the amendment does not affect the Authority’s obligations or commitments to the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE ARVADA HOUSING AUTHORITY THAT:

Section 1. The Arvada Housing Authority hereby authorizes the Chairperson, Mayor Lauren Simpson, to Allow an Amendment to the Amended and Restated Limited Liability Limited Partnership Agreement, which is in substantially the same form as attached hereto.

Section 2. This Resolution to be in full force and effect from and after its passage and approval.

APPROVED AND ADOPTED this 1st day of July 2024.

Lauren Simpson, Chairperson

ATTEST:

City Clerk

APPROVED AS TO FORM:
Rachel A. Morris, City Attorney

By: _____

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this “*Amendment*”), dated and effective as of _____, 2024 (the “*Effective Date*”), is made and entered by and among the following parties:

Vance Street Flats LLLP,
a Colorado limited liability limited partnership,
as the “Partnership”

and

Medici Development, LLC,
a Colorado limited liability company,
as the “Developer”

Recitals:

WHEREAS, the Partnership and the Developer entered into that certain Development Agreement dated as of August 17, 2022 (the “Development Agreement”); and

WHEREAS, the Partnership and the Developer desire to amend the Development Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

Agreement:

1. ***Exhibit A.*** Exhibit A to the Development Agreement is hereby deleted in the entirety and replaced with Exhibit A attached hereto.

2. ***Counterparts.*** This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be delivered by facsimile machine copy of an original signature, or by scanned copy of an original signature in pdf format, and such copy shall constitute an original for all purposes.

3. ***Entire Agreement.*** This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

4. **Consents.** The General Partner hereby represents and warrants that all required consents and approvals from Lenders and the Agency have been obtained for this Amendment.

5. **Governing Law and Venue.** It is the intention of the parties hereto that all questions with respect to the construction, enforcement, and interpretation of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Amendment shall be Denver, Colorado.

6. **Ratification.** Except as otherwise specifically provided herein, all other terms and conditions of the Development Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects by the parties hereto.

7. **Separability.** This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Amendment or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the applications of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be held invalid or unenforceable by a final judgment of a court of competent jurisdiction, the parties agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

8. **Successors and Assigns.** Once executed by all parties hereto, this Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

[signatures are on the next page]

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the Effective Date.

DEVELOPER:

MEDICI DEVELOPMENT, LLC, a
Colorado limited liability company

By: _____

Name: Joshua Russell

Title: Manager

PARTNERSHIP:

VANCE STREET FLATS LLLP, a Colorado
limited liability limited partnership

By: Vance Street Flats GP LLC, a
Colorado limited liability company,
its General Partner

By: _____

Name: Joshua Russell

Title: Manager

**EXHIBIT A
FEE SCHEDULE**

Total Development Fee: \$1,845,000*

Earned in accordance with the following schedule:

10% upon completion of the initial development and construction budget
10% upon completion of plans for construction of the Apartment Complex
10% upon closing of construction loan

30% upon 50% completion

40% upon receipt of final certificates of occupancy for the Apartment Complex
buildings

100%

**VANCE STREET FLATS LLLP
A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP**

**FIRST AMENDMENT TO
AMENDED AND RESTATED LIMITED LIABILITY LIMITED PARTNERSHIP
AGREEMENT**

This First Amendment to Amended and Restated Limited Liability Limited Partnership Agreement of Vance Street Flats LLLP (this “*Amendment*”), dated and effective as of _____, 2024 (the “*Effective Date*”), is made and entered by and among the following parties:

Vance Street Flats GP LLC,
a Colorado limited liability company,
as the “General Partner”;

Arvada Housing Participation LLC,
a Colorado limited liability company,
as the AHA Special Limited Partner;

and

Wells Fargo Community Investment Holdings, LLC,
a Delaware limited liability company,
as the “Investor Limited Partner” .

Recitals:

WHEREAS, Vance Street Flats LLLP, a Colorado limited liability limited partnership (the “*Partnership*”), was formed pursuant to the Certificate of Limited Partnership and Statement of Registration to Register as a Limited Liability Limited Partnership filed with the Office of the Secretary of State of the State of Colorado on April 12, 2022, and that certain Agreement of Limited Partnership of the Partnership dated April 12, 2022;

WHEREAS, the Partnership is governed by that certain Amended and Restated Limited Liability Limited Partnership Agreement of the Partnership dated as of August 17, 2022 (the “*Partnership Agreement*”); and

WHEREAS, the parties hereto desire to amend the Partnership Agreement to (i) decrease the amount of Developer Fee from \$2,075,000 to \$1,845,000, (ii) memorialize other amendments as described herein, and (iii) continue the Partnership as currently existing without any other changes in the Partnership Agreement, except to the extent provided herein.

NOW THEREFORE, in consideration of the foregoing, of the mutual covenants of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

Agreement:

1. ***Defined Terms.*** Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the Partnership Agreement.

2. ***Meanings.*** The following defined terms are hereby added to Section 2.01 of the Partnership Agreement:

“*Anti-Corruption Laws*” means: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended and (b) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which the General Partner, AHA Special Limited Partner, or any Affiliates thereof are located or doing business.

“*Anti-Money Laundering Laws*” means applicable laws or regulations in any jurisdiction in which the General Partner, AHA Special Limited Partner, or any of any Affiliates thereof are located or doing business that relate to money laundering, any predicate crime to money laundering or any financial record keeping and reporting requirements related thereto.

“*CTA Requirements*” means the Corporate Transparency Act (31 U.S.C. 5336) and associated final rules established by the U.S. Department of the Treasury’s Financial Crimes Enforcement Network.

“*Sanction*” or “*Sanctions*” means any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions on anti-terrorism laws imposed, administered or enforced by: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or executive order or (b) any other governmental authority with jurisdiction over the General Partner, AHA Special Limited Partner, or any Affiliates thereof.

“*Sanctioned Target*” means any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions; (b) Persons, countries or territories that are the target of, or subject to, any territorial or country-based Sanctions program; (c) Persons that are a target of or subject to Sanctions due to their ownership or control by any Sanctioned Target(s) or (d) otherwise a target of or subject to Sanctions, including vessels and aircraft, that are blocked under any Sanctions program.

3. ***Representations and Warranties.***

(a) In the first sentence of Section 6.09(e) of the Partnership Agreement, the words “after due care and inquiry” are hereby added after “to the best of its knowledge”.

(b) The following new Section 6.09(y) is hereby added to the Partnership Agreement:

Neither of the General Partner nor AHA Special Limited Partner, nor any Affiliates thereof, are a Sanctioned Target or are owned or controlled by, or are or have been acting or purporting to act for or on behalf of (directly or indirectly) a Sanctioned Target. Each of the General Partner and AHA Special Limited Partner have instituted and maintains and complies with policies, procedures and controls reasonably designed to assure compliance by it and its Affiliates with Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Each of the General Partner and AHA Special Limited Partner, and their respective Affiliates, will comply with Sanctions, Anti-Corruption Laws and Anti-Money Laundering Laws. Neither of the General Partner nor AHA Special Limited Partner, nor any Affiliates thereof will directly or indirectly use any Partnership funds (including, but not limited to, Capital Contributions and/or fees paid to the Partnership, General Partner, AHA Special Limited Partner or Affiliates) to fund, finance or facilitate any activities, business or transactions: (a) that are prohibited by Sanctions; (b) that would be prohibited by Sanctions if conducted by a U.S. Person or (c) that would be prohibited if conducted by the Investor Limited Partner or any other party hereto. The General Partner shall notify the Investor Limited Partner in writing not more than one (1) business day after first becoming aware of any breach of this provision 6.09(y). Each of the General Partner and AHA Special Limited Partner makes the representation and warranty set forth in this Section 6.09(y) on their own behalf (notwithstanding the introductory paragraph to this section 6.09 stating that only the General Partner is making the representations and warranties herein).

4. ***Covenants.***

(a) The words “For the duration of the Compliance Period” are hereby added to the beginning of Section 6.10(hh) of the Partnership Agreement.

(b) The following new Section 6.10(kk) is hereby added to the Partnership Agreement:

The General Partner acknowledges that, pursuant to the CTA Requirements, the Partnership may be required to make certain disclosures to the federal government regarding the direct or indirect ownership of the Partnership (a “Beneficial Ownership Information Report”). The General Partner will cause the Partnership to be in compliance with the CTA Requirements and will make any filings required thereunder within the requisite timeframe. The General Partner further acknowledges that noncompliance with the CTA Requirements, including failure to timely file a completed Beneficial Ownership Information Report, could subject the General Partner and the Partnership to civil and/or criminal penalties.

5. ***Developer Fee.***

(a) The first sentence of the first paragraph of Section 7.02 of the Partnership Agreement is hereby amended to replace \$2,075,000 with \$1,845,000.

(b) Item (v) in the first sentence of the third paragraph of Section 7.02 of the Partnership Agreement is hereby amended to replace \$1,017,269 with \$787,269.

6. **Removal Events.** The following new Section 8.04(x) is hereby added to the Partnership Agreement:

(x) the General Partner or any Affiliate thereof shall have violated Section 6.09(y).

7. **Removal or Withdrawal of AHA Special Limited Partner.** The following language is hereby added to the end of Section 8.05 of the Partnership Agreement: In addition to the provisions of the Addendum allowing for removal of the AHA Special Limited Partner, the AHA Special Limited Partner may be removed from the Partnership in the event that it or any of its Affiliates shall have violated Section 6.09(y).

8. **Counterparts.** This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all parties shall not have signed the same counterpart. This Amendment may be delivered by facsimile machine copy of an original signature, or by scanned copy of an original signature in pdf format, and such copy shall constitute an original for all purposes.

9. **Entire Agreement.** This Amendment contains the entire understanding between and among the parties and supersedes any prior understandings and agreements between and among them respecting the subject matter of this Amendment.

10. **Consents.** The General Partner hereby represents and warrants that all required consents and approvals from Lenders and the Agency have been obtained for this Amendment.

11. **Governing Law and Venue.** It is the intention of the parties hereto that all questions with respect to the construction, enforcement, and interpretation of this Amendment and the rights and liabilities of the parties hereto shall be determined in accordance with the laws of the State of Colorado without regard to principles of conflicts of laws. The parties agree and consent that venue for purposes of resolving any dispute or controversy relating to this Amendment shall be Denver, Colorado.

12. **Ratification.** Except as otherwise specifically provided herein, all other terms and conditions of the Partnership Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects by the parties hereto.

13. **Separability.** This Amendment is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Amendment or the application thereof to any person or circumstance shall, for

any reason and to any extent, be invalid or unenforceable, the remainder of this Amendment and the applications of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law. In the event that any provision of this Amendment or the application thereof shall be held invalid or unenforceable by a final judgment of a court of competent jurisdiction, the parties agree to negotiate (on a reasonable basis) a substitute valid or enforceable provision providing for substantially the same effect as the invalid or unenforceable provision.

14. ***Successors and Assigns.*** Once executed by all parties hereto, this Amendment shall be binding upon, and inure to the benefit of, the parties hereto and their respective spouses, heirs, executors and administrators, personal and legal representatives, successors and assigns.

[signatures are on the next page]

IN WITNESS WHEREOF, this Amendment has been executed to be effective as of the Effective Date.

GENERAL PARTNER:

Vance Street Flats GP LLC,
a Colorado limited liability company

By: _____

Name: Josh Russell

Title: Manager

INVESTOR LIMITED PARTNER:

Wells Fargo Community Investment
Holdings, LLC, a Delaware limited liability
company

By: _____

Name: Neal C. Deaton

Title: Managing Director

AHA SPECIAL LIMITED PARTNER:

Arvada Housing Participation LLC, a
Colorado limited liability company

By: _____

Name: _____

Title: _____

REAFFIRMATION OF GUARANTY

By signature below, each Guarantor hereby confirms to the Partnership and the Investor Limited Partner and agrees that notwithstanding this Amendment, (i) the Guaranty is and shall continue to be in full force and effect, and (ii) the Guaranty is hereby ratified and confirmed in all respects. Each Guarantor further confirms to the Partnership and the Investor Limited Partner and agrees that (x) it or he has been given the opportunity to review this Amendment, and (y) the defined term “Partnership Agreement” as used in the Guaranty, does and shall include this Amendment.

Medici Development, LLC, a Colorado
limited liability company

By: _____
Name: Joshua Russell
Title: Manager

Troy E. Gladwell

W. Shannon Sperry

Joshua Russell

