

PLANNING AND DEVELOPMENT MEMORANDUM
#11-15

June 9, 2011

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WAS*
James Hayes, Director of Planning and Development *JH*

SUBJECT: CR-59 / Community Development Block Grant (CDBG) sub-grantee agreement with Brothers Redevelopment, Inc. (BRI)

RECOMMENDATION

Attached to this memorandum, is a resolution, which if approved, would authorize the Mayor to execute a sub-grantee agreement with Brothers Redevelopment (BRI) to continue to implement the Help for Homes program with the City of Northglenn.

BACKGROUND

On December 10, 2009, the City Council approved CR-139 and CR-140 re-designating Community Development Block Grant (CDBG) funds for program years 2009 and 2010. Two programs were approved, Pedestrian Mobility Improvements (PMI) and an extension of the Help for Homes program. \$250,000 is planned for PMI and \$128,635 is planned for Help for Homes.

The following is a breakdown of the two different program years for the Help for Homes funding:

2009: \$30,000

2010: \$98,635

The City has participated in Adams County CDBG Urban Entitlement Program since 1986. Under the program, the City receives CDBG funds from Adams County pursuant to an Intergovernmental Agreement for undertaking community development and housing assistance activities. Adams County delayed the approval of the contract for nearly 18 months while they updated their planning documents and received approval from the Board of County Commissioners. The County also completed an environmental review of the City, which caused additional delays into 2011. The review included floodplain, railroad, and interstate highway locations since federal funds may not be expended in areas with these types of negative impacts.

CDBG Parameters and Guidelines

CDBG is a federal program of the U.S. Department of Housing and Urban Development (HUD) with the primary objective of developing viable urban communities by providing decent housing, a suitable living environment, and expanded economic opportunities. All CDBG projects must meet one of the three National Objectives:

- Benefits to low- and moderate-income persons;
- Prevention or elimination of slums or blighted areas as approved by HUD;
- Other urgent needs (i.e. a national disaster declared by the President or state declared disaster).

All of the projects proposed by the City must assist low- and moderate-income persons because the other objectives are not applicable. The city does not have HUD-designated slums or blighted areas and there are no urgent needs as HUD would define urgent. Activities benefitting low- and moderate-income persons can only be one of two types: area-wide benefit activities or limited clientele activities. CDBG funds may only be used for area-wide benefit activities if the activity serves all the area residents and at least 51% of them are low- and moderate-income (i.e. the project would have to benefit all residents in the particular CDBG area). Limited clientele activities are for individual households that meet the low- and moderate-income guidelines

On December 2, 2009, City staff received an e-mail from Adams County clarifying the allocations for the 2010 program year. The City of Thornton elected not to sign the new three year IGA and is receiving funds directly from HUD. Therefore, the City of Northglenn allocation is proposed to be \$228,635 for 2010, an increase of \$28,635 from the estimate earlier in 2009. The City Council approved adding these funds to the Help for Homes program, which is a home improvement grant program for income qualified home owners. It provides critical repair related to safety, access, and code violations and the maximum amount of each grant is \$3,500.00.

Staff currently has over 30 homeowners on the waiting list for this program and due to the delays by Adams County, each potential grant recipient must be re-qualified under the program, a process that has already started. The Community Engagement team is managing this aspect of the program.

BUDGET/TIME IMPLICATIONS

There are no budget implications for the City since the funds are simply a pass through to the sub-grantee and the homeowners participating in the program. The County is encouraging the City to complete the expenditures by February 29, 2012, especially for the 2009 program year funds. Given the current waiting list and pent up demand, staff anticipates all funds will be distributed in 2011.

STAFF CONTACT:

If Council members have any comments or questions they may contact James Hayes at 303-450-8937, jhayes@northglenn.org.

2010 AGREEMENT
for performance of a
Community Development Block Grant Activity
Cities
2009,2010 Program Year Funds

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of October , 2010 is made and entered into by and between THE COUNTY OF ADAMS, STATE OF COLORADO, a body politic and corporate, (the "COUNTY") and City of Northglenn, 11701 Community Center Drive Northglenn, CO 80233 , (the "CITY"), and

WHEREAS, the Parties are desirous of entering into an Agreement to carry out a Community Development Block Grant (CDBG) activity.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES:** CITY shall expeditiously do, perform, and carry out, in a satisfactory and proper manner the "Scope of Services" as described and set forth in Exhibit 1 ("Scope of Services"), which performance shall not extend beyond the end of the Period of Completion, and shall provide the services and personnel, and furnish all related materials, equipment and supplies necessary to accomplish the Scope of Services in a manner satisfactory to the COUNTY and in accordance with the terms, conditions and other provisions of this Agreement. As a part of such performance, CITY shall substantially adhere to the "Scope of Services" attached hereto and incorporated herein as Exhibit 1.

2. **PROJECT BUDGET:**
 - a. The COUNTY shall provide an amount to the CITY not to exceed **\$128,635 One Hundred Twenty-Eight Thousand Six Hundred Thirty-Five Dollars and None** ("Agreement Price") from PYs 2009 and 2010 (\$30,000 from PY 2009 and \$98,635 from PY 2010) as budgeted for the performance of this Agreement as set forth more specifically above in Paragraph 1 and in Exhibit 1.

This is a fixed cost agreement, and the amount set forth above shall cover all direct costs, services, materials, equipment, and supplies used or expended pursuant to this Agreement. CDBG funds may not be used for indirect costs.

 - b. Funds under this Agreement shall be spent as set forth in the "Project Budget" attached hereto as Exhibit 2 and incorporated herein by reference.

- c. The CITY shall adhere to the Project Budget as set forth more specifically in subparagraph (b) above to the fullest practicable extent, but the CITY is not precluded from making minor changes within the Scope of Services and Project Budget as necessary, when preapproved by the COUNTY in the manner set forth in the Community Development Amendment Policy attached hereto as Exhibit 4 and incorporated herein by reference. Such minor changes, however, may only be approved by the COUNTY if the total amount to be paid does not change and does not exceed the total amount budgeted and provided the expenditure is eligible for reimbursement.
- d. CITY will not be reimbursed for costs incurred prior to the effective date of this Agreement and prior to receiving written confirmation from COUNTY that the necessary environmental reviews have been completed.
- e. Environmental Review Procedures - Funds shall not be obligated or utilized for any activities requiring a release of funds by the COUNTY and United States Department of Housing and Urban Development ("HUD") under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing by the COUNTY and HUD. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR Section 58.34(a)(1) through (10) do not require a release of funds by HUD. For categorically excluded activities listed in 24 CFR Section 58.35(a), the COUNTY must make and document a determination that the activities are exempt because there are no circumstances which require compliance with any other Federal laws and authorities as cited at 24 CFR Section 58.5 prior to the CITY incurring costs for such activities. For projects not exempt under Section 58.34 or categorically excluded under Section 58.35, the COUNTY must prepare an Environmental Assessment and make a finding as described in 24 CFR Sections 58.36 through 58.45. The finding must be published and disseminated to the public by the COUNTY prior to the CITY incurring costs for such projects. No funds shall be distributed under this Agreement until a finding of no significant impact is established.
- f. CITY agrees to utilize funds available under this Agreement to supplement rather than to replace funds otherwise available.
- g. If income is generated from this Project, ("Program Income") it must be tracked by CITY and spent before additional CDBG funds are requested. At project close or termination of this Agreement, outstanding Program Income shall be assigned back to COUNTY. Quarterly reporting of Program Income is required even after all project funds have been drawn down. The amount budgeted as set forth in the Project Budget shall include all Program Income received.

The parties may change their representatives at any time by written notice to the other party.

6. METHOD OF PAYMENT.

- a. CITY shall request reimbursement either on the basis of a lump sum payment upon completion of the Scope of Services or on the basis of periodic payments during the course of the Scope of Services as the work progresses.
- b. Requests for periodic reimbursements shall be in a form acceptable to the COUNTY and shall be submitted to the COUNTY's representative for review and approval. Requests for periodic, partial reimbursements shall not be submitted more frequently than two times per month and shall be supported and documented on the basis of CITY costs actually incurred on the Scope of Services during the period for which reimbursement is requested.
- c. In no event shall the COUNTY be liable for or pay any extra costs, overruns or additional amounts in excess of the fixed costs; provided, however, that this provision shall not prevent the above-fixed cost from being increased or decreased by an amendment to this Agreement.
- d. The COUNTY agrees to pay CITY the amount set forth above only from those funds paid to the COUNTY by HUD pursuant to the Funding Approval Agreement between the COUNTY and HUD for 2009 and 2010. The CITY shall be subject to the terms and conditions of said Agreement.
- e. CITY covenants that all invoices and requests for reimbursements for compensation due under this Agreement shall be submitted no later than forty-five (45) days after the end of the Period of Completion, as amended, or after termination of this Agreement, whichever event occurs first. All invoices and requests for reimbursements shall be for performance of work within the Period of Completion, as amended or as thereafter amended. All work not conducted within the Period of Completion shall not be eligible for reimbursement under this Agreement. Any request made after the forty-five (45) days shall be considered untimely and may be denied, unless arrangements for additional days have been requested by the CITY and approved by the COUNTY in advance of the termination of this Agreement. Such approval by the COUNTY shall not be unreasonably withheld. CITY hereby waives all rights, interests or claims to any funds or compensation from the COUNTY for services rendered or costs incurred under this Agreement not invoiced or requested for reimbursement and made in writing to the COUNTY before the end of the 45-day period after the Period of Completion or termination, whichever event occurs first.

- f. The COUNTY's Representative shall have the authority to pay CDBG funds in advance of expenditure by the CITY, at the COUNTY'S sole discretion, when project completion may be jeopardized due to unforeseen circumstances of the CITY and the Project is deemed necessary to meeting the goals of the COUNTY's Consolidated Plan.
- g. Contractor's Settlement – If the Project involves construction or rehabilitation, payment shall not be made to contractors until the CITY has approved the payment and a notice of contractor's settlement has been published in accordance with Section 38-26-107, C.R.S. The COUNTY will condition the award upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be advertised as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and settlement shall be made in full (the "Final Acceptance").
7. HUD FUNDS. The payment to the CITY pursuant to this Agreement is contingent upon CDBG funds being paid to the COUNTY by HUD. If CDBG funds are not paid to the COUNTY by HUD, this Agreement shall terminate. The CITY agrees that it will include in every contract into which it enters and agrees to pay CDBG monies, that it relies on CDBG monies for funding. The CITY shall include in such contracts a clause that will protect itself and the COUNTY from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason.
8. INSURANCE.
- a. The CITY shall procure and maintain insurance of the types and amounts as set forth on Exhibit 4 which is attached hereto and incorporated herein by this reference. The County shall be an additional insured on all liability policies.
- CITY shall furnish the Office of Community Development with copies of certificates of all required insurance and such policies shall contain a provision that the County shall be given thirty (30) days written notice of cancellation or material change of coverage. The certificates shall identify this Agreement and be filed within ten (10) days following execution of this Agreement with the Office of Community Development Department at 12200 Pecos Street, Westminster, CO 80234. The County reserves the right to reject any insurer it deems not financially acceptable based on insurance industry resources. Property and Liability insurance companies shall be licensed to do business in Colorado and have an AM Best Rating of not less than B+ and/or VII.
- b. Performance and Labor and Materials Bond - If the Project involves construction or rehabilitation, the CITY shall ensure that contractors furnish, at the contractors'

- b. Performance and Labor and Materials Bond - If the Project involves construction or rehabilitation, the CITY shall ensure that contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the contract price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Work the surety on the bonds shall be disqualified from doing business in Colorado, or shall become insolvent or otherwise impaired, contractors shall furnish bonds from an alternate surety acceptable to the County and the CITY. The bonds shall remain in effect until Final Acceptance including completion of all warranty and guaranty work and shall be delivered to the County prior to the commencement of the Work. The contractors shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or contract amendment. If applicable, the bonds shall be submitted to the County's Authorized Representative.
- c. Guarantee - If the Project involves construction or rehabilitation, the CITY must ensure that the contractors will guarantee the work against defects in workmanship and materials for a period of one (1) year commencing on the Final Acceptance as defined in the construction or rehabilitation contract (the "Guarantee Period"). Contractors shall also assign to the County and CITY any longer term guarantee of materials used by any contractors as may be provided by the manufacturer. The contractors shall promptly replace any materials or re-perform any portion of the Work found to be defective within the Guarantee Period in accordance with the contract and without expense to the County or CITY. If contractors fail to proceed promptly in accordance with these guarantees, the County or the CITY may have the Work performed at the expense of the contractor.

9. INDEPENDENT CONTRACTOR/CITY AND INDEMNIFICATION.

- a. In performing the Work, the CITY acts as an independent contractor responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate workers' compensation insurance, general liability insurance and any other insurance required under this Agreement. CITY employees are not and shall not become employees, agents or servants of the COUNTY hereunder. The CITY and CITY employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the CITY or some other entity and the CITY is obligated to pay Federal and State income tax on any monies paid pursuant to this Agreement.
- b. To the extent allowed by law, CITY hereby agrees to indemnify and hold harmless COUNTY, COUNTY'S officers, officials, and employees for all losses, damages or liability incurred or suffered by COUNTY for any negligent act or omission of the CITY or CITY'S subcontractors, officers, employees and agents in the

performance of this Agreement. Nothing herein shall be construed as a waiver of defenses available to the either party under the Governmental Immunity Act.

10. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND INDEMNIFICATION WITH RESPECT THERETO. The CITY specifically agrees to comply in the performance hereof with all of the requirements set forth in Exhibit 5 which exhibit is incorporated herein by this reference and with all local, state and federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Scope of Services or that may be or become applicable to the Scope of Services even though not stated herein. The following federal regulations are attached to this Agreement and are also incorporated into this Agreement by reference as Exhibits 6, 7 and 8 respectively: 24 CFR Part 85, OMB Circular A-87, "Cost Principles for State and Local Governments", and OMB Circular A-133, "Audits of Higher Education and Other Nonprofit Institutions".

In addition, performance of work involving any physical construction or improvements shall conform to applicable building permit and inspection requirements of the COUNTY or the applicable jurisdiction. The CITY agrees to indemnify and hold the COUNTY harmless to the extent set forth in the Intergovernmental Cooperation Agreement, and any amendments thereto, between the CITY and the COUNTY for Community Development Block Grant Programs from any fine, penalty, loss, damage or liability the COUNTY may incur or suffer, including attorneys' fees, arising from failure of the CITY or its subcontractors, officers, employees or agents to comply with any provision referred to or incorporated by this paragraph 10.

11. QUARTERLY PERFORMANCE REPORT. CITY shall prepare and submit to the COUNTY at least every three (3) months a detailed Quarterly Performance Report no later than fifteen (15) days after the end of each quarter beginning June 15 for the period from March 1 through May 31, and no later than September 15, December 15, and March 15 in subsequent years until the Project is completed or until all real property acquired with CDBG funds has met the CDBG national objective as required by this Agreement and HUD regulations, which ever period is greater. Said report shall be in a format approved by COUNTY and shall be directly related to the Scope of Services and Project Budget. The contents of the report shall provide data and information to COUNTY to be used for coordinating, monitoring and evaluating the Scope of Services to its completion. Failure to submit said report may constitute grounds for withholding compensation.

12. TERMINATION AND EXCUSABLE DELAYS.

- a. Termination for Cause. If, for any reason, the CITY shall fail to substantially perform the work required by the Scope of Services under this Agreement or fails to ensure the performance of, by legal means if necessary, the work called for herein with such diligence as will ensure its completion within the Period of Completion of this Agreement or as the period may have been amended, or materially fails to comply with any of the terms, conditions, or other provisions of

this Agreement which shall constitute a violation or breach of this Agreement, the COUNTY may, for cause, terminate this Agreement in advance of the end of the stated Period of Completion by giving written notice to the CITY at least 5 working days in advance of the effective termination date and shall state in the notice the reason or reasons for the termination. In the event of termination under this subparagraph, the CITY shall be paid for all work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid; provided, however, that the CITY shall not be paid nor be considered eligible for payment of termination expenses, incidental, direct or consequential costs or damages or loss of profits due to the termination. In addition to the other remedies available to it, in the event the COUNTY terminates this Agreement due to the CITY's failure to cure any default as provided herein above or due to the CITY's breach or violation of any covenant, agreement or assurance herein, the COUNTY retains the right and may, at its option, make written demand for repayment of, and CITY shall immediately upon receipt of such written demand of the COUNTY, repay all sums received by the CITY from the COUNTY under this Agreement as of the date of said demand, plus interest thereon at the legal rate plus all expenses incurred by the COUNTY, including reasonable attorney's fees incurred in recovering said sums, except that CITY may retain amounts which reflect payment for work satisfactorily completed.

- b. Termination for the Convenience of the COUNTY. This Agreement may be terminated by the COUNTY at any time in advance of the end of the Period of Performance. In such event, the COUNTY shall give notice thereof to the CITY as provided in subparagraph (a) above, and the CITY shall be paid for all work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid, and in addition thereto, any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination.
- c. Termination for the Convenience of the CITY. The CITY may terminate this Agreement at any time in advance of end of the Period of Completion with the consent of the COUNTY. The CITY shall give the COUNTY written notice of any such termination at least 15 working days in advance of the effective date thereof and shall state in the notice the reason or reasons for the termination and the effective date of termination. The CITY shall be paid for all work satisfactorily completed commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid; provided, however, the CITY shall pay or refund to the COUNTY, or the COUNTY may offset against any balance due the CITY, an amount as damages to the COUNTY sufficient to pay all costs and expenses incurred or obligated by the COUNTY in completing the Scope of Services, or contracting for its completion, which is in excess of the Agreement Price or the cost of the Scope of Services

plus the COUNTY's expenses. In addition to the foregoing, the CITY shall neither be paid nor be considered eligible for payment of termination expenses, incidental, direct or consequential costs or damages or loss of profits due to the termination.

- d. Records and Subcontracts. Upon any termination of this Agreement in advance of its expiration date, all undelivered documents, maps, models, photographs, reports or copies thereof, materials, equipment, supplies or other items prepared by the CITY or its subcontractors for use in the Agreement work, shall be delivered to the COUNTY in their state of preparation at the time of termination subject to the provisions of any termination agreement or order providing otherwise. The CITY shall also immediately notify the COUNTY of all subcontracts, purchase orders or other commitments of the CITY which shall be outstanding on the termination date and shall take such action with respect thereto as the parties hereto shall mutually determine. No termination hereunder shall relieve the CITY of its responsibilities to maintain Scope of Services records in accordance with this Agreement.
 - e. Reversion of Assets. Upon the termination of this Agreement, the CITY shall transfer to the COUNTY any CDBG funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG funds. Any real property that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall upon the termination of the Agreement either meet a CDBG national objective for at least five years thereafter or shall be disposed of and proceeds of the fair market value of the property, less any value obtained through non-CDBG funds, be returned to the COUNTY. CITY shall not change the use of any such property from that for which the acquisition was made unless affected citizens have been provided with reasonable notice of and opportunity to comment on any proposed change, the County has approved such change of use and the change in use has met all applicable federal laws and regulations.
 - f. Termination Hearings and Appeals. CITY retains the right to such hearing, appeal, or other administrative proceeding as the CITY is entitled to under applicable statutes or regulations.
 - g. Upon termination of this Agreement for any reason or expiration of the Period of Completion, the COUNTY shall be entitled to allocate to other qualifying entities and projects, any CDBG funds not utilized by the CITY for the Services described in Exhibit 1 or any assets which reverted to the COUNTY pursuant to paragraph 13.
13. CLOSE-OUTS. CITY obligations to the COUNTY shall not end until all close-out requirements are completed as determined by the COUNTY. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash

advances, program income balances, copies of transferred records, and receivable accounts to COUNTY upon closeout or upon the COUNTY's request), and determining the custodianship of records.

14. VIOLATIONS AND BREACHES OF AGREEMENT.

- a. Restriction on Disbursements. Notwithstanding any provision appearing to the contrary, the COUNTY may withhold payments or disbursements under this Agreement to the CITY where the CITY fails to comply with all applicable provisions found in this Agreement and with all other HUD requirements applicable to the Scope of Services.
- b. Setoff. Notwithstanding any provision appearing to the contrary, the CITY shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by CITY. The COUNTY may withhold payment of compensation to CITY for the purpose of setoff until such time as the exact amount of damage incurred by the COUNTY which would be due from CITY is determined and paid. Such damages may include funds that the COUNTY must return to HUD because of HUD's disqualification of Scope of Services funded.

15. AMENDMENTS.

- a. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing and authorized prior to any work being done thereon by an executed amendment to this Agreement. This paragraph notwithstanding, extensions in the Period of Completion may be made in accordance with the provisions of subparagraph (b) below and minor changes may be made in accordance with the provisions of subparagraph 2(c) herein.
- b. The Administrator of Community Development of the COUNTY is hereby delegated the authority to grant extensions in writing of up to sixty days to the Period of Completion of this Agreement when such extensions are determined by the Administrator of Community Development, at her sole discretion, to be necessary for the satisfactory completion of the Scope of Services. Extensions of the Period of Completion beyond sixty days shall require approval of the Board of County Commissioners. All extensions of the Period of Completion shall be requested in writing by CITY and submitted to the Administrator of Community Development for review and for obtaining a written approval as herein provided. Upon such approval, the Administrator of Community Development shall endorse the CITY's request accordingly for and on behalf of the COUNTY, and it shall thereupon be appended to this Agreement and become an amendment hereof.

c. Any change in or new federal, state or local law, rule, Executive Order, Office of Management & Budget Circular, or other regulation under which this Scope of Services is to be performed which may constitutionally be applied to this Scope of Services and which, by its terms, is intended to be applied to this Scope of Services, shall be deemed to be incorporated into this Agreement.


16. INTEGRATED DOCUMENT. This Agreement including all exhibits embodies the entire understanding between the COUNTY and the CITY for the Scope of Services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of the COUNTY or CITY prior to or subsequent to the execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.
17. NON-ASSIGNABILITY. CITY may subcontract the performance under this Agreement in whole or in part; however, the responsibility for the performance of this Agreement shall not be assigned or transferred by the CITY without the prior written consent of the COUNTY. Subcontracts or purchase orders for equipment, materials or supplies, or for assistance in the performance hereof, are permissible where undertaken in accordance with applicable federal procurement requirements.
18. SUCCESSORS. The CITY covenants that the provisions of this Agreement shall be binding upon its heirs, successors, subcontractors, representatives, and agents.
19. INCORPORATION BY REFERENCE. All of the parts of this Agreement and those which may become properly appended hereto, and all applicable federal, state, and local laws, rules, regulations, circulars, Executive Orders pertaining to the Community Development Block Grant Program and this Scope of Services and the Funding Approval/Agreement executed by the United States Department of Housing and Urban Development and the COUNTY and any other document referenced for incorporation are incorporated herein by this reference.
20. SEVERABILITY CLAUSE. The declaration by any court or other binding legal authority that any provision of this contract is illegal and void shall not affect the legality and enforceability of any other provision of this contract unless said provisions are mutually dependent.
21. SURVIVAL OF TERMS. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Agreement, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the termination date of this Agreement shall survive such termination date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Agreement.

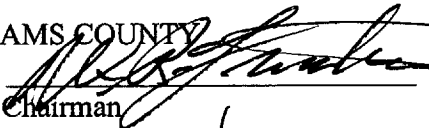
22. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be effective from the date of execution by the COUNTY or the date of execution of the CITY, whichever date occurs last.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day, month and year below.

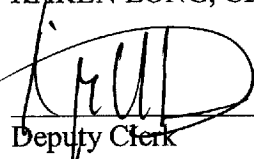
ATTEST:

By: 
City Clerk

CITY:
By: 
Title: Mayor
Date: October 7, 2010

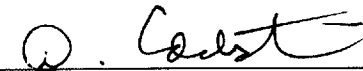
ADAMS COUNTY
By: 
Chairman
Date: May 4, 2011

ATTEST
KAREN LONG, CLERK AND RECORDER


Deputy Clerk



Approved to Form:


County Attorney's Office

SCOPE OF SERVICES

Project Description:

Help for Homes will provide necessary repairs to the homes of low and moderate income homeowners to improve their habitability, address health and safety issues and remove code violations.

A total of \$128,635 (\$30,000 in 2009 program year and \$98,635 in 2010 year funds) will be provided for program. Eligible homeowners can receive grants up to \$3,500. Approximately (40) households will receive services through this program. Brothers Redevelopment, as contractor to the City, will make all of the approved repairs.

Activity:

<input type="checkbox"/> Acquisition of Real Property <input type="checkbox"/> Disposition <input type="checkbox"/> Public Facilities and Improvements Type? _____ <input type="checkbox"/> Public Services (general) Type? _____ <input type="checkbox"/> Rental Housing Subsidies <input type="checkbox"/> Security Deposits <input type="checkbox"/> Housing Construction <input type="checkbox"/> Direct Homeownership Assistance <input checked="" type="checkbox"/> Rehab; Single Unit Residential <input type="checkbox"/> Rehab; Multi-Unit Residential <input type="checkbox"/> Public Housing Modernization <input type="checkbox"/> Rehab; other Publically Owned Residential Buildings <input type="checkbox"/> Rehab; Publically or Privately-Owned Commercial/Industrial	<input type="checkbox"/> Energy Efficiency Improvements <input type="checkbox"/> Acquisition for Rehab <input type="checkbox"/> Rehabilitation Administration <input type="checkbox"/> Lead Based Paint/Hazards/Abatement <input type="checkbox"/> Code Enforcement <input type="checkbox"/> Residential Historic Preservation <input type="checkbox"/> Non-Residential Historic Preservation <input type="checkbox"/> Commercial/Industrial Improvements Type? _____ <input type="checkbox"/> Economic Development -- Direct Assistance to For-Profits <input type="checkbox"/> Economic Development -- Technical Assistance <input type="checkbox"/> Micro-Enterprise Assistance <input type="checkbox"/> Other (Please Describe): _____
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Measurable Outcomes (1 facility, 30 people, etc): 35 to 45 home improvement projects

Population to be served:

- 0% -- 30% AMI
- 31% - 50% AMI
- 51% - 80% AMI
- Special Needs Population (seniors, disabled)

National Objective:

<u>Low/Mod Area</u>	<u>Slum/Blight</u>	<u>Urgent Need</u>
<input type="checkbox"/> Area Benefit <input type="checkbox"/> Limited Clientele <input checked="" type="checkbox"/> Housing <input type="checkbox"/> Jobs	<input type="checkbox"/> Area Basis <input type="checkbox"/> Spot Basis <input type="checkbox"/> Urban Renewal	<input type="checkbox"/>

Budget Summary

Total Budget (Federal Share and Matching)

Name and Address of Applicant

Detailed Description of Budget (for full grant period)

Category					
1. Personnel (Direct Labor)	Estimated Hours	Rate per Hour	Estimated Cost	Federal Share	Match
Position or Individual					
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
Total Direct Labor Cost			\$0	\$0	\$0
2. Fringe Benefits	Rate	Base	Estimated Cost	Federal Share	Match
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
	0.00%	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
Total Fringe Benefits Cost			\$0	\$0	\$0
3. Travel					
3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	Federal Share	Match
	0	\$0.000	\$0	\$0	\$0
		\$0.000	\$0	\$0	\$0
		\$0.000	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Trans - Local Private Vehicle			\$0	\$0	\$0
3b. Transportation - Airfare (show destination)	Trips	Fare	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
Subtotal - Transportation - Airfare			\$0	\$0	\$0

Budget Summary

Total Budget (Federal Share and Matching)

Detailed Description of Budget					
3c. Transportation - Other	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Transportation - Other			\$0	\$0	\$0
3d. Per Diem or Subsistence (indicate location)	Days	Rate per Day	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Per Diem or Subsistence			\$0	\$0	\$0
Total Travel Cost			\$0	\$0	\$0
4. Equipment (Only items over \$5,000 each)	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Equipment Cost			\$0	\$0	\$0
5. Supplies and Materials (Items under \$5,000)					
5a. Consumable Supplies	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Consumable Supplies			\$0	\$0	\$0
5b. Non-Consumable Materials	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Subtotal - Non-Consumable Materials			\$0	\$0	\$0
Total Supplies and Materials Cost			\$0	\$0	\$0

Budget Summary

Total Budget (Federal Share and Matching)

Detailed Description of Budget					
6. Consultants (Type)	Days	Rate per Day	Estimated Cost	Federal Share	Match
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Consultants Cost			\$0	\$0	\$0
7. Contracts and Sub-Grantees (List Individually)	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
Brothers Redevelopment, Inc.	0	\$128,635.00	\$128,635	\$128,635	\$0
			\$0.00	\$0	\$0
			\$0.00	\$0	\$0
			\$0.00	\$0	\$0
			\$0.00	\$0	\$0
			\$0.00	\$0	\$0
			\$0.00	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Subcontracts Cost			\$128,635	\$128,635	\$0
8. Other Direct Costs	Quantity	Unit Cost	Estimated Cost	Federal Share	Match
Item					
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
	0	\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
Total Other Direct Costs			\$0	\$0	\$0
9. Indirect	Rate	Base	Estimated Cost	Federal Share	Match
Type					
	0.00%	\$0.00	\$0	\$0	\$0
	0.00%	\$0.00	\$0	\$0	\$0
	0.00%	\$0.00	\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Indirect Costs			\$0	\$0	\$0
Total Estimated Costs			\$128,635	\$128,635	\$0
Total of Federal Share and Match				\$128,635	

Analysis of Total Estimated Costs	Estimated Cost	Percent of Total	Percent of Labor
1 Personnel (Direct Labor)	\$0	0.0%	
2 Fringe Benefits	\$0	0.0%	0.0%
3 Travel	\$0	0.0%	
4 Equipment	\$0	0.0%	
5 Supplies and Materials	\$0	0.0%	
6 Consultants	\$0	0.0%	
7 Contracts and Sub-Grantees	\$128,635	100.0%	
8 Other Direct Costs	\$0	0.0%	
9 Indirect Costs	\$0	0.0%	
Total	\$128,635	100.0%	
Federal Share	\$128,635	100.00%	
Match	\$0	0.00%	Expressed as a percentage of the Federal Share

Some cells in this spreadsheet are protected. There is no password for this spreadsheet.

EXHIBIT 2

Budget Information - Non-Construction Programs

Exhibit B
OMB Approval No. 0348-0044

Section A - Budget Summary

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1.						
2.						
3.	Do	Not	Complete	This	Section	
4.						
5. Totals						

Section B - Budget Categories

6. Object Class Categories	Grant Program, Function or Activity				(5) Grand Total
	(1) HUD Request	(2) Match			
a. Personnel (Direct Labor)	\$0	\$0			\$0
b. Fringe Benefits	\$0	\$0	Do	Do	\$0
c. Travel	\$0	\$0	Not	Not	\$0
d. Equipment	\$0	\$0	Use	Use	\$0
e. Supplies and Materials	\$0	\$0	This	This	\$0
f. Consultants	\$0	\$0	Column	Column	\$0
g. Contracts and Sub-Grantees	\$128,635	\$0			\$128,635
h. Other Direct Costs	\$0	\$0			\$0
i. Total Direct Charges (sum of 6a-6h)	\$128,635	\$0			\$128,635
j. Indirect Costs	\$0	\$0			\$0
k. Totals (sum of 6i and 6j)	\$128,635	\$0			\$128,635
7. Program Income					

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SF-424A (Rev. 4-92)
Prescribed by OMB Circular A-102

SCHEDULE OF COMPLETION OF SERVICES

Begin Date: April 26, 2008	Initial program start date with 2007 CDBG program year funds
Benchmark: September 30, 2010	Adams County approval and authorization to proceed
Benchmark: October 29, 2010	Complete contract extension with Brothers Redevelopment, Inc.
Benchmark: November 1, 2010	Begin processing applications
Benchmark: November 29, 2010	Repairs to homes to begin
Benchmark: August 31, 2011	Repairs to homes completed
End Date: August 31, 2011	

EXHIBIT 3

EXHIBIT 4
INSURANCE

Commercial General Liability Insurance: To include products liability, completed operations, contractual, broad form property damage, and personal injury:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Comprehensive Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

EXHIBIT 5

This Exhibit is made a part of the Agreement. The work to be performed under this Agreement is on an activity funded all or in part with CDBG funds and is subject to all applicable federal laws and regulations including, but not limited to, the following:

1. DISPLACEMENT, RELOCATION, AND ACQUISITION. The Subgrantee must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms), as a result of the activities of its Project. Notice shall be given by the Subgrantee of the actions to be undertaken and shall advise the tenants that displacement or relocation may be required on their part. If displacement should occur the Subgrantee must ensure that:

(a) Relocation benefits shall be provided for all families whose occupied housing is demolished or converted to a use other than for low or moderate income housing, including reimbursement for actual and reasonable moving expenses, security deposits, credit checks, and other moving-related expenses, including any interim living costs; and, in the case of displaced persons of low and moderate income, provide either:

- (1) compensation sufficient to ensure that, for a 42 month period, the displaced families shall not bear, after relocation, a ratio of shelter costs to income that exceeds 30 percent; or
- (2) if elected by a family, a lump-sum payment equal to the capitalized value of the benefits available under subclause (1) to permit the household to secure participation in a housing cooperative or mutual housing association.

(b) Persons displaced shall be relocated into comparable replacement housing that is:

- (1) decent, safe, and sanitary;
- (2) adequate in size to accommodate the occupants;
- (3) functionally equivalent to the displacement dwelling; and,
- (4) in an area not subject to unreasonably adverse environmental conditions from either natural or human sources.

(c) Persons displaced shall have the right to receive benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, if such persons determine that it is in their best interest to do so; and, where a claim for assistance under subparagraph (a) is denied by the Subgrantee, the claimant may appeal to the County and then to HUD and the decision of the County shall be final unless HUD or a court determines the decision was arbitrary and capricious.

(d) County Appeal Procedures - General Statement: Any claimant may appeal in the following manner:

Procedures: The claimant will file a written appeal within three working days of denial, providing detailed information which substantiates the complaint, with the Program Manager of Community Development, with a copy being sent to the County Administrator. The Program Manager of Community Development may invoke an immediate stay of the decision upon receipt of such complaint. Within fifteen (15) working days after receipt of such complaint the Program Manager of Community Development will investigate the complaint and render a decision.

In the event that the dispute is not resolved between the Program Manager of Community Development and the claimant, the claimant shall within three working days after the dispute is not resolved, send a copy of the original complaint, along with a cover letter to the County Administrator which states that the claimant is unsatisfied as to

the response by the Program Manager of Community Development. A copy of the cover letter shall be sent to the Program Manager of Community Development. Upon receipt of the complaint by the County Administrator, the County Administrator will: 1) Render a written decision within fifteen (15) working days after receipt of the complaint; and 2) Forward the complaint to the U.S. Department of Housing and Urban Development (HUD).

2. AFFIRMATIVELY FURTHERING FAIR HOUSING. The Subgrantee shall affirmatively further fair housing in addition to conducting and administering its Project in conformity with the equal opportunity requirements of Title VI of the Civil Rights Act of 1964 and the Fair Housing Act, as required herein.

3. UNIFORM ADMINISTRATIVE REQUIREMENTS. The Subgrantee shall comply with the applicable uniform administrative requirements, as described in 24 CFR Section 92.505.

4. POLITICAL ACTIVITY AND LOBBYING.

(a) Political Activity - The Subgrantee, when a public entity, shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) and the Intergovernmental Personnel Act of 1970 as Amended by Title VI of Civil Service Reform Act (Pub. L. 95-454 Section 4728) which limits the political activity of its employees. The Subgrantee, when not a government entity, shall not use any ADDI funds to finance the use of facilities or equipment for political purposes or to engage in partisan political activities.

(b) Lobbying - The Subgrantee certifies by execution of this Contract that, to the best of its knowledge and belief:

- (1) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative Contract.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative Contract (Contract), the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions and which are available from the County's Authorized Representative.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative Contracts) and that the Subgrantee and all subawardees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. PROHIBITION AGAINST DISCRIMINATION PROVISIONS. The Subgrantee shall ensure that no person in the United States shall on the ground of race, color, religion (in instances of fair housing), sex, national origin, disability (with respect to qualified individuals with disabilities), or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity conducted under this Contract. The Subgrantee is subject to the discrimination prohibition requirements under the following laws and authorities including but not limited to:

(a) Housing and Community Development Act - Section 109 of the Housing and Community Development Act of 1974, as amended.

(b) Age Discrimination Act of 1975 - Age Discrimination Act of 1975 and the implementing regulations found at 24 CFR Part 146, but with the exceptions permitted therein.

(c) Rehabilitation Act and American with Disabilities Act - Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 24 CFR Part 8, and the Americans with Disabilities Act, codified at 42 U.S.C. Section 12101. In addition, the Subgrantee is subject to the requirements of the Architectural Barriers Act of 1968, and implementing regulations, incorporated herein by reference, with respect to accommodations for the physically disabled. Design, construction, and alteration of public facilities shall be made in such manner so as to ensure that physically disabled persons will have ready access to and use of such buildings pursuant to the "Uniform Federal Accessibility Standards" as amended, which is incorporated herein by this reference.

(d) Fair Housing - Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act, 42 U.S.C. 3600-3620) and Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107.

6. SEPARATION OF CHURCH AND STATE PROHIBITIONS.

Pursuant to 24 CFR Section 92.257, the Subgrantee shall not obligate nor expend any funds under this Contract that will be used for religious activities or provided to primarily religious entities for any activities, including secular activities. However, ADDI funds may be used to acquire housing from a primarily religious organization.

7. E.O. 11246 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

During the performance of this Contract, where construction costs shall exceed \$10,000, the Subgrantee agrees as follows:

(a) No Discrimination - The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Solicitations or Advertisements - The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) Labor Unions - The Subgrantee will send to each labor union or representative of workers with which the Subgrantee has a collective bargaining Contract or other Contract or understanding, a notice advising the labor union or workers' representative of the Subgrantee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) Executive Order 11246 - The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) Executive Order 11246 Reports - The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Subgrantee's books, records, and accounts by the

Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(f) Noncompliance - In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Subgrantee may be declared ineligible for further Government Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) Inclusion of Provisions - The Subgrantee will include the provisions of paragraphs (a) through (f) in every subagreement or purchase order unless excepted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The Subgrantee will take such action with respect to any subagreement or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Subgrantee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

(h) Employment Information - The Subgrantee further agrees to complete and submit to the County, with its final invoice, employment information, on County forms, during the performance period of this Contract which covers the entire period of performance of this Contract or from the beginning effective date to the successful completion of all activities under the Scope of Services of this Contract, whichever in length of time is shorter.

8. FLOOD INSURANCE. The Subgrantee shall not use HOME funds with respect to the acquisition, new construction, or rehabilitation of its Project located in an area identified by FEMA as having special flood hazards unless flood insurance has been obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) as amended.

9. MINORITY AND WOMEN'S BUSINESS ENTERPRISES. In complying with HUD instructions made pursuant to Executive Order 11625, 12432 and 12138 incorporated herein by reference, to foster and promote minority and women's business enterprises and with 24 CFR Section 85.36(e) to award a fair share of Contracts to small and minority and women's businesses, the Subgrantee shall maintain documentation of its efforts to assure small and minority and women's businesses are considered and used where possible as provided for under 24 CFR Section 85.36(e) which is incorporated herein by reference.

10. RELOCATION AND REAL PROPERTY ACQUISITION. Where the Subgrantee uses funds under this Contract to relocate or acquire real property, the Subgrantee shall be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894, 42 U.S.C. 4601), as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Title IV of Pub. L. 100-17, 101 Stat. 246-255, 42 U.S.C. 4601 note) and as set forth in 49 CFR Part 24, which provisions shall be incorporated herein by reference.

11. DEBARRED OR SUSPENDED CONTRACTOR. The Subgrantee shall not directly or indirectly use funds to employ, award Contracts to, or otherwise engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status under the provisions of Executive Order 12549 and 24 CFR 85.35. The Subgrantee shall submit to the County with this Contract ownership information and shall submit to the County from any and all contractors, contractor ownership information within five (5) working days after an Contract or understanding has been executed or reached between the Subgrantee and contractor.

12. COMPLIANCE WITH APPLICABLE LAWS. At all times during the performance of this Contract, the Subgrantee, contractors and any subcontracts shall strictly adhere to all applicable federal and

County laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable federal laws and regulations include, but are not limited to, the following:

(a) National Environmental Policy Act of 1969, (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.

(b) National Historic Preservation Act of 1966, (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.

(c) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.) requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.

(d) The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.) providing for the preservation of historic and archaeological data that would be lost due to federally funded development and construction activities.

(e) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.

(f) Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.

(g) Safe Drinking Water Act of 1974, (42 USC 201, 300 et seq., 7401 et seq.) as amended, prohibiting the commitment of federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.

(h) The Endangered Species Act of 1973, (16 USC 1531 et seq.) as amended, requiring that actions authorized, funded, or carried out by the federal government do not jeopardize the continued existence of endangered and threatened species which is determined by the Department of the Interior, after consultation with the County, to be critical.

(i) The Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.) as amended, prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.

(j) The Clean Air Act of 1970, (42 USC 1857 et seq.) as amended, requiring that federal assistance will not be given and that a license or permit will not be issued to any activity not conforming to the local government implementation plan for national primary and secondary ambient air quality standards.

(k) HUD Environmental Criteria and Standards, (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

(l) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for uniform and equitable treatment of persons displaced from their homes, business, or farms by

federal or federally-assisted programs. Requirements include bona fide land appraisals as a basis for land acquisition, specific procedures for selecting Contract appraisers and Contract negotiations, furnishing to owners of property to be acquired a written summary of the acquisition price offer based on the fair market price, and specified procedures connected with condemnation.

(m) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title II, Uniform Relocation Assistance (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42), providing for fair and equitable treatment of all persons displaced as a result of any federal or federally-assisted program. Relocation payments and assistance, last-resort housing replacement by displacing agency, and grievance procedures are covered under the Uniform Act. Payments and assistance will be made pursuant to state or local law, or the Subgrantee must adopt a written policy available to the public describing the relocation payments and assistance that will be provided. Moving expenses and up to \$22,500 or more for each qualified homeowner or up to \$5,250 or more for each tenant are potential costs.

(n) Davis-Bacon Fair Labor Standards Act, (40 USC 276a -276a-5) requiring that, on all Contracts and subcontracts which exceed \$2,000 for federally-assisted construction, alteration or rehabilitation, laborers and mechanics employed by the Subgrantee, contractors or subcontractors shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. (This requirement applies to the rehabilitation of residential property only if such property is designed for use of twelve (12) or more families.)

(1) Volunteers - The prevailing wage provisions of this Act do not apply to an individual who receives no compensation or is paid expenses, reasonable benefits, or a nominal fee to perform the services for which the individual volunteered and who is not otherwise employed at any time in the construction work.

(2) Sweat equity - The prevailing wage provisions of this Act do not apply to members of an eligible family who provide labor in exchange for acquisition of a property for home ownership or provide labor in lieu of, or as a supplement to, rent payments.

(o) Contract Work Hours and Safety Standards Act of 1962, (40 USC 327 et seq.) requiring that mechanics and laborers employed on federally-assisted Contracts which exceed \$2,000 be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work week.

(p) Copeland "Anti-Kickback" Act of 1934, (40 USC 276 (c)) prohibiting and prescribing penalties for "kickbacks" of wages in federally-financed or assisted construction activities.

(q) The Lead-Based Paint Poisoning Prevention Act of 1971, (42 USC 4831), The Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35 and all other related federal regulations, prohibiting the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; requiring notification to purchasers and tenants of such housing of the hazards of lead-based paint and of the symptoms and treatment of lead-based paint poisoning; requiring inspection and testing of such housing and requiring elimination of any lead-based paint hazards in such housing that is to be rehabilitated, modernized or improved under this Contract.

(r) Section 3 of the Housing and Community Development Act of 1968, (12 USC 1701 (u)) as amended, providing that, to the greatest extent feasible, opportunities for training and employment that arise through HUD-financed projects will be given to lower-income persons in the unit of the Project area, and that Contracts be awarded to businesses located in the project area or to businesses owned, in substantial part, by residents of the Project area.

(s) Section 109 of the Housing and Community Development Act of 1974, (42

USC 5309) as amended, providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I (Community Development) of the Act.

(t) Title VI of the Civil Rights Act of 1964, (Pub. L. 88-352; 42 USC 2000 (d)) prohibiting discrimination on the basis of race, color, religion or religious affiliation, or national origin in any program or activity receiving federal financial assistance.

(u) The Fair Housing Act, (42 USC 3601-20) as amended, prohibiting housing discrimination on the basis of race, color, religion, sex, national origin, handicap and familial status.

(v) Executive Order 11063, (1962) as amended by Executive Order 12259, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

(w) Executive Order 12372, Special Contract Condition Water or Sewer Facilities, Notwithstanding any other provision of this Contract, no funds provided under this Contract may be obligated or expended for the planning or construction of water or sewer facilities until receipt or written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The County shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this Contract for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(x) Section 504 of the Rehabilitation Act of 1973, (29 USC 793) as amended providing that no otherwise qualified individual shall, solely by reason of a disability, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

(y) Drug Free Workplace. The Subgrantee shall comply with the Drug Free Workplace Act of 1988, as amended, and any regulations promulgated thereunder.

EXHIBIT 5

EXHIBIT 6

24 CFR Part 85

**ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS
TO STATE, LOCAL AND FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENTS**

http://www.hud.gov/offices/lead/library/lead/24_CFRPART_85.pdf

Exhibit 7

24 CFR Part 85, OMB Circular A-87, "Cost Principles for State and Local Governments"

<http://www.whitehouse.gov/omb/rewrite/circulars/a087/a087-all.html>

Exhibit 8

**OMB Circular A-133, "Audits of Higher Education and Other Nonprofit
Institutions"**

<http://www.whitehouse.gov/omb/rewrite/circulars/a133/a133.html>

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-59
Series of 2011

Series of 2011

A RESOLUTION APPROVING A SUBGRANTEE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND BROTHERS REDEVELOPMENT INC. FOR THE HELP FOR HOMES PROGRAM

WHEREAS, the City receives Community Development Block Grant (CDBG) funds from Adams County pursuant to an Intergovernmental Agreement for undertaking community development and housing assistance activities; and

WHEREAS, the City Council by Resolution No. 09-128 designated \$30,000 of the 2009 CDBG allocation and by Resolution No. 09-129 designated \$98,635 of the 2010 CDBG allocation to be used for the Help for Homes Program; and

WHEREAS, the City desires to engage Brothers Redevelopment, Inc. (BRI) to assist the City in providing such activities with a portion of the City's 2009 and 2010 CDBG allocation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Subgrantee Agreement between the City of Northglenn and Brothers Redevelopment Inc. in an amount not to exceed \$128,635.00, attached hereto as **Exhibit 1**, is hereby approved, and the Mayor is authorized to execute same on behalf of the City.

Dated at Northglenn, Colorado, this _____ day of _____, 2011.

JOYCE DOWNING
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
City Clerk

COREY Y. HOFFMANN
City Attorney

**SUBGRANTEE AGREEMENT
FOR
2011 - 2012 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

I. PURPOSE

THIS CONTRACT, entered this ___ day of June, 2011, by and between the City of Northglenn ("City"), and the SubGrantee, Brothers Redevelopment Inc. ("BRI").

WHEREAS, the primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and the Community Development Block Grant ("CDBG") Program under the Title is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income; and

WHEREAS, the City has received funds from Adams County ("County") pursuant to an Intergovernmental Agreement (IGA) for federal fiscal years 2009 and 2010 for undertaking community development and housing assistance activities, and

WHEREAS, the City of Northglenn wishes to engage the SubGrantee to assist the City in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

Activity Name: City of Northglenn – Help for Homes Program

Activity Address or Location: City of Northglenn

Activity Category: Housing Rehabilitation, 570.202

National Objective: Low/Mod Area, 570.208(a) (2)

Activity Purpose: Assist low to moderate income homeowners in making necessary repairs to their homes.

SubGrantee Contact Person/Address/Phone: Jeff Martinez, Brothers Redevelopment, Inc., 2250 Eaton St., Garden Level, Suite B, Denver, CO 80214, 303-202-6340, Ext. 4222.

City of Northglenn Contact Person/Address/Phone: Jeanette Sanchez, 11701 Community Center Dr., Northglenn, CO 80233, 303-450-8935.

II. SCOPE OF SERVICE

A. Activity Description: Brothers Redevelopment, Inc. (BRI) through its' Home Maintenance and Repair (HMR) Program will assist the City of Northglenn's Help for Homes program by making repairs to the homes of low and moderate income homeowners to improve their habitability and address health and safety issues.

B. Timeline for Performance

Services/activities of the SubGrantee shall start on the 13th day of June 2011 and end on the 29th day of February 2012. The terms of this contract shall extend to cover any additional time period during which the City remains in control of CDBG funds or other assets including program income.

The Scope of Work provides a description of the work to be performed, a budget, and a timetable delineating the length of time needed for each activity phase through the completion of the activity. The SubGrantee shall comply with the project activities as submitted and legally expend funds accordingly through the end of the activity year. **The SubGrantee understands that failure to comply with the timetable will lead to a cancellation of the activity and a loss of all unexpended funds** unless the City determines that there are extenuating circumstances beyond the SubGrantee's control and that the activity will proceed within a reasonable length of time.

C. Environmental Review Specifics

Environmental review of this activity has been conducted. It has been determined that site-specific reviews are required. The environmental review will be conducted by the County. The SubGrantee agrees that no CDBG funds will be legally obligated to any activity before the County has completed environmental review procedures, as required by 24 CFR Part 58. Release of Funds will only occur once the site-specific review has been completed and there is no finding of significant environmental impact. The environmental review will include the following:

1. Flood Insurance - For acquisition, rehabilitation, or construction in special flood hazard areas (as determined by FEMA), property must have flood insurance. Program administration procedures of such funded activities must provide the County with proof this flood insurance has been obtained and remains in effect for the life of work.
2. Energy Efficiency - SubGrantee must ensure compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
3. Lead-Based Paint - Per 24 CFR Part 35 and 24 CFR 570.608, SubGrantee must comply with prohibition on use of lead-based paint in residential structures. This also requires: notification of occupants about the existence of these hazards so that they can take proper precautions; identification of lead-based paint hazards before a child can be poisoned; and control of these lead-based paint hazards, to limit lead exposure to residents. Implementing procedures shall provide for inspection, testing, abatement and disposal in specified circumstances.
4. Asbestos - Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding workers exposure, abatement procedures and disposal.

D. Labor Standards Specifics

This project does not involve an activity where compliance with Labor Standards is required.

E. Financial Specifics

1. Payment - It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **\$128,635**.
2. Program Income - This activity is not expected or planned to generate program income.
3. Asset Management - Upon dissolution or completion of the Subgrantee's activity, the Subgrantee shall transfer to the City any CDBG funds on hand and any accounts receivable, which are attributable to the use of CDBG funds.

III. GENERAL COMPLIANCE

The SubGrantee agrees to comply with all applicable federal, state and local laws and regulations governing the funds provided under this contract.

A. Federal Compliance

The SubGrantee shall do all things that are appropriate and required of it to comply with the applicable provisions of the grant agreement received from the U.S. Department of Housing and Urban Development (HUD) by Adams County in which the SubGrantee is included. These include but are not limited to the provisions of the Housing and Community Development Act of 1974 (ACT) as amended October 28, 1992 and all Rules and Regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. More specifically, the SubGrantee agrees to take all required actions to comply with the provisions of 24 CFR Part 570, Subpart K, the Davis Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 104 (b) and 109 of the Housing and Community Development Act of 1974, The Fair Housing Act, Section 504, Uniform Federal Accessibility Standards (UFAS), ADA, 24 CFR Part 85 of HUD's Uniform Administrative Requirement for Grants and Cooperative Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992 as amended, Lead-Based Paint Regulations (24 CFR Part 35, 24 CFR 570.608, 24 CFR 982.401) and OMB Circular A-122 "Cost Principles for Non-Profit Organizations". Additionally, in accordance with 24 CFR Part 570, no employee, official, agent or consultant of the SubGrantee shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

B. Supervision and Administrative Control

As to any activity conducted during Federal Program Year 2006, the SubGrantee agrees pursuant to Section III, paragraph C below that the City shall have the ultimate supervisory and administrative control, but the SubGrantee shall be responsible for the expenditure of the funds allocated for its project or activity and for the construction or performance of its project or activity in compliance with all applicable Federal laws and requirements relating to the CDBG Program.

C. Direct Activity Supervision and Administration

The SubGrantee shall be responsible for the direct supervision and administration of its respective service or activity. This task shall be accomplished through the use of the SubGrantee's staff, agency and employees. The SubGrantee shall be responsible for any injury to persons or damage to property resulting from the negligent acts or errors and omissions of its staff, agents and employees. The SubGrantee agrees to defend and hold harmless the City with respect to any and all claims and losses caused by its failure to comply with the program requirements or the requirements of applicable federal, state and local law.

D. Independent Contractor

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The SubGrantee shall at all times remain an independent contractor with respect to the services or activity to be performed under this Contract. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Worker's Compensation Insurance as the SubGrantee is an independent contractor. Pursuant to section 8-40-202(2) (b) (IV), Contractor understands that Contractor and Contractor's employees/agents are not entitled to workers' compensation benefits from the City. Contractor further understands that Contractor is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

E. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself and the City from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason.

F. Hold Harmless

The SubGrantee shall hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the SubGrantee performance and nonperformance of the service or subject matter called for in this Contract.

G. Workers' Compensation

The SubGrantee shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this contract.

H. Financial Management

The SubGrantee's financial management system must be in compliance with the standards specified in OMB A-122.

1. Payment - Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in this Contract and in accordance with performance. Appropriate documentation (copies of invoices, billings, etc.) must be attached to drawdowns. Reimbursements may be held up for monitoring of activities and incomplete or missing reports.
2. Expenditure Restrictions - All CDBG funds that are approved by HUD for expenditure under the City's grant agreement, including those that are identified for the SubGrantee's projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the project and activity to which the funds are identified. Accordingly, the SubGrantee agrees that as to its project or activity performed or conducted under any CDBG contract, the County shall have the necessary administrative control required to meet HUD requirements.

3. Accounting Standards - The SubGrantee agrees to comply with Attachment F of OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
4. Cost Principles - The SubGrantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations", for all costs incurred whether changed on a direct or indirect basis.
5. Reimbursement of Expenses - The SubGrantee agrees that before the City can distribute any CDBG funds to it, the SubGrantee must submit to the City documentation which sets out how much the SubGrantee is requesting at that time. The City shall have ten (10) working days to approve the request. Upon approval of the request, the City will distribute the requested funds to the SubGrantee.

I. Program Income

All program income received by the SubGrantee will be retained by the SubGrantee and will be dispensed for its approved CDBG project activities before additional CDBG funds are requested from the City. Following completion of the SubGrantee's activity, all program income directly generated from the use of CDBG funds will be remitted to the City.

The SubGrantee shall report on drawdowns or quarterly reports on all program income as defined at 24 CFR 570.500 (a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the SubGrantee shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the SubGrantee may use such income during the contract period for activities permitted under this contract and shall reduce request for additional funds by the amount of any such program balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the City.

J. Reporting Requirements

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required. The SubGrantee shall submit regular Progress Reports to the City in the forms described below:

1. Each SubGrantee Drawdown Request will include a Progress Report for the period that payment is being requested.
2. Annual Reports (covering March 1, - February 28th of each year) are due by February 28th.
3. Project Completion Reports are due 45 days after completion of activity.
4. Audit Reports and any accompanying management letters are due annually within 30 days of your audit report completion.
5. Quarterly reporting of Program Income is required once all activity funds have been drawn down or if program income is put into a revolving loan fund.
6. Annual reports are due by February 28th for acquisition and public facility improvement activities funded at or above \$25,000.

K. Documentation and Recordkeeping

1. Records to be Maintained - The SubGrantee shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken met one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Proof of insurance at specified levels for this contract.
 - g. Financial records as required by 24 CFR Part 570.502, and OMB Circular A-110; and

- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. Retention - The SubGrantee shall retain all records pertinent to expenditures incurred under this contract for a period of five (5) years after the termination of all activities funded under this contract, or after the resolution of all Federal audit findings, whichever ever occurs later. Records for non-expendable property acquired with funds under this contract shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
 3. Client Data - The SubGrantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request.
 4. Disclosure - The SubGrantee understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or SubGrantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving service and, in the case of a minor, that of a responsible parent/guardian.
 5. Property Records - The SubGrantee shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b) (8).
 6. National Objectives - The SubGrantee agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this contract meet one or more of the CDBG program's national objectives: 1) benefit low/moderate income persons, 2) aid in the prevention or elimination of slums or blight (as previously approved by the regional HUD office) or 3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.
 7. Close-Outs - SubGrantee obligations to the City shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, copies of transferred records, and receivable accounts to the City upon close-out or upon the City's request), and determining the custodianship of records.
 8. Audits & Inspections - All SubGrantee records with respect to any matters covered by this contract shall be made available to the City, County, HUD, their designees or the Federal Government, at any time during normal business hours, as often as the City deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the SubGrantee within 30 days after receipt by the SubGrantee. Failure of the SubGrantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The SubGrantee hereby agrees to have an annual agency audit conducted in accordance with current policy concerning SubGrantee audits.
 9. Access to Records - The SubGrantee shall furnish and cause each of its sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

L. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of its respective projects and activities. The SubGrantee shall provide full access to these books and records to the County and the Secretary of HUD or his designee, the Office of Inspector General and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the City upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during term of this contract. Records shall be maintained for 5 years after closing out the CDBG activity. Records shall include but not limited to: SubGrantee Contract, Intergovernmental Agreement, and/or Award letters, national objective backup documentation, reports, expenses/bills, drawdowns, and clients served information, housing rehabilitation loan files, rehabilitation work descriptions, etc.

M. Contract Changes

No project or activity, nor the amount allocated therefore, may be changed without concurrence by the City and the County and acceptance of the revised Action Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this contract is fully executed. There may also be addendums issued that periodically update regulations governing this CDBG activity.

The City or SubGrantee may amend this contract at any time provided that such amendments make specific reference to this contract, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by Adams County. Such amendments shall not invalidate this contract, nor relieve or release the City or SubGrantee from its obligations under this contract.

The City may, in its discretion, amend this contract to conform with federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this contract, such modifications will be incorporated only by written amendment signed by both the City and SubGrantee.

N. Funding

Because the SubGrantee is responsible for the direct supervision and administration of its project or activity, the City shall not be liable or responsible for cost overruns by the SubGrantee on any project or activity. The City shall have no duty or obligation to provide any additional funding to the SubGrantee if its project or activity cannot be completed with the funds allocated by the City to the SubGrantee. Any cost overruns shall be the sole responsibility of the SubGrantee.

1. The SubGrantee agrees that all funds allocated to it for an approved project or activity shall be used solely for the purposed approved by the City. Said funds shall not be used for any non-approved purposes.
2. The SubGrantee agrees that the funds allocated for any approved project or activity shall be sufficient to complete said project or activity without any additional CDBG funding.
3. The City will review to determine if CDBG funded activities are being carried out in a timely manner.

O. Insurance

1. Insurance

The SubGrantee shall be required and shall require any Subcontractor it uses for said activities to provide and maintain, until final acceptance by the SubGrantee of all work by such Subcontractor, the kinds and minimum amounts of insurance as described later in this section. Please note that insurance levels vary depending on the type of contract and funding levels. The following is applicable to all SubGrantees entering into a contract for CDBG funding. There are additional requirements of activities involving construction.

The SubGrantee shall not commence any work under this Contract until certificates of insurance have been submitted to and approved by the City. All referenced insurance policies and/or certificates of insurance shall be issued to include City of Northglenn as an "additional insured." The name of the bid or the activity must appear on the certificate of insurance, and the following shall apply:

- i. Underwriters shall have no right of recovery or subrogation against the City. It is the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage's for any and all losses covered by the described insurance.
- ii. The clause entitled "Other Insurance Provisions" contained in any policy including the City, as an "additional named insured" shall not apply to the City of Northglenn.
- iii. The insurance companies issuing the policy or policies shall have no response against the City for payment of any premiums due or for any assessments under any form of any policy.

- iv. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the SubGrantee.

If any of the insurance policies required under this Contract become unsatisfactory at any time to the City as to form or substance, the SubGrantee shall promptly obtain a new policy, submit the same to the City for approval and thereafter submit a certificate of insurance as herein above provided. Failure of the SubGrantee to comply with any provisions of this contract shall be grounds for immediate suspension or termination of this Contract. Failure of the SubGrantee to obtain and/or maintain any required insurance shall not relieve the SubGrantee from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the SubGrantee concerning indemnification.

SubGrantees are required to either ensure that all subcontractors and sub-subcontractors are insured under the SubGrantee's policies or to forward separate mandatory certificates of insurance and endorsements for same to the City. All subcontractors and sub-subcontractors are required to comply with the coverage and limit requirements outlined in this Contract.

2. General Considerations

The City requires that all insurers:

- a. Be licensed or approved to do business within the State of Colorado.
- b. Write required insurance on a per occurrence basis. (Professional liability is acceptable when written on a claim-made basis. The City may require the proof of professional liability coverage be provided for up to two (2) years after the completion of the activity.)
- c. Name City of Northglenn, Colorado and its officials, employees, agents and volunteers as "Additional Insured" with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the contract on general liability insurance coverage for work performed under the contract.
- d. Provide a copy of the actual declaration page(s) for each insurance policy effecting coverage(s) required by the contract prior to the date work commences (if so requested by the City).
- e. Possess a minimum A.M. Best's Insurance Guide rating of AVII.
- f. Give a minimum of 60 days advance written notice of cancellation or nonrenewal of policies required under the contract to the County without qualification.
- g. The City requires the Certificate Coverage Disclaimer be amended to read: "It is certified that none of the listed policies will be cancelled or materially changed in their coverage provisions unless 60 days advance written notice via certified mail of such cancellation or change is given to the Certificate Holder named to the left. It is further certified that 60 days advanced written notice of the Insurer's intent not to renew any of the listed policies will also be provided to the Certificate Holder.
- h. Provide a completed Certificate of Insurance Form, including the above information, prior to the execution of the contract. Certificates of Insurance demonstrate that the SubGrantee has the insurance coverage required by the contract. The Certificate should contain the following:
 - Name and address of agent, phone number and fax number
 - Name of insurance company (ies) and policy number (s)
 - Policy period
 - Name and address of insured
 - Description of coverage (s)
 - Name/Number of Project
 - Policy limits
 - Special instructions or terms of coverage (for example: addition of the City as additional insured, waivers of subrogation, identification of project or operations with respect to certificate being issued)
 - The City listed as the certificate holder
 - Signature of the insurer's agent or representative and date
- i. The City also requires that all policies of insurance be on a primary basis, not contributory with any other insurance coverage and/or self-insurance carried by the County.
- j. The City requires the SubGrantee to provide a renewal certificate at least 15 days prior to expiration.
- k. The City may also require that proof of professional liability coverage be provided for up to two (2) years after the completion of a project.

The City reserves the right to approve the security of the insurance coverages provided by the insurance company (ies), terms, conditions, and the Certificate of Insurance. Failure of the SubGrantee to fully comply with these

requirements during the term of the Contract will be considered a material breach of contract and will be cause for immediate termination of the Contract at the option of the City.

3. Insurance Coverage

The SubGrantee will be required to procure and maintain, at his own expense and without cost to the City, the kinds and minimum amounts of insurance as follows: worker's compensation insurance, hazard insurance, liability insurance and performance/payment bonds (when applicable).

Umbrella Liability

An Umbrella Liability policy (also referred to as Excess Umbrella Liability) may be used to provide additional Commercial General Liability, Commercial Automobile Liability, and Employers Liability coverage to meet the County's minimum coverage requirements. When Excess umbrella liability is used, coverage should be as broad as the primary coverage.

Professional Liability (Errors & Omissions)

All SubGrantees required to be professionally certified by the State of Colorado (i.e., architects, design engineers, etc.) must provide proof of professional liability coverage. Liability insurance indemnifying for loss and expense resulting from errors, mistakes or malpractice is acceptable written on a claims-made basis.

Pollution Liability

This coverage is required whenever work under the contract involves pollution risk to the environment. The coverage must include sudden and gradual coverage for third party liability, including defense costs and completed operations.

P. Insurance and Bonding (Non-Construction)

The SubGrantee shall have sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

Q. Grantor Recognition

The SubGrantee shall insure recognition of the role of the City of Northglenn and the Adams County Community Development Block Grant Program funds in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the SubGrantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

U. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State statutes and County ordinances, resolutions, rules and regulations.

R. Subcontracts

If subcontracts are used on this activity, the SubGrantee agrees that the provisions of this contract shall apply to any subcontract.

S. Suspension or Termination

This contract may be suspended or terminated by the City if the SubGrantee materially fails to comply with any term of this contract (according to 24 CFR 85.43). This contract may also be terminated by the County for convenience (per 24 CFR 85.44) by giving written notice to the SubGrantee of such termination and specifying the effective date of such termination.

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the "Scope of Service" in Section II above may only be undertaken within the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by SubGrantee under this contract shall, at the option of the City, become the property of the

City, and SubGrantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this contract, in full or in part, if SubGrantee materially fails to comply with any terms of this contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the SubGrantee ineligible for any further participation in City contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the SubGrantee is in non-compliance with any applicable rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the SubGrantee is found to be in compliance by the City or is otherwise adjudicated to be in compliance.

T. Political Activities

Political activities are prohibited under CFR 570.207, Ineligible Activities (a) (3). CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation or voter registration.

V. Grant Close-Out Procedures

Upon completion of this activity a Project Completion form must be completed and submitted with 45 days of activity end. A final site visit or monitoring may also occur.

IV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance - The SubGrantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.
2. Nondiscrimination - The SubGrantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The SubGrantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SubGrantee agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
3. This contract is subject to the requirement of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part 1. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SubGrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use of occupancy of such land, or in any improvements erected or to be erected thereon, provided that the County and the United States are beneficiaries of the entitled to enforce such covenants. The SubGrantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenants, and will not itself so discriminate.
4. Section 504 - The SubGrantee agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. The City shall provide the SubGrantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

B. Fair Housing

The SubGrantee shall comply with the Fair Housing Act which prohibits discrimination on the basis of race, color, creed, religion, ancestry, sex, national origin, disability or other handicap or family status in all activities involving the sale, rental or financing of housing.

C. Affirmative Action

1. Approved Plan - The SubGrantee agrees that it shall be committed to carry out an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965 as amended by EO 11375, 11478, 12086 and 12107. The City shall be provided with the SubGrantee's Affirmative Action Plan if one is currently required by court order.
2. Minority and Women Business Enterprise - W/MBE - The SubGrantee will take actions to secure participation of firms owned and controlled by minority, women and residents of labor surplus areas. The SubGrantee will use its best efforts to afford minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. The SubGrantee may rely on written representations by contractors regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. EEO/AA Statement - The SubGrantee will, in all solicitations or advertisements for employees placed by or on behalf of the SubGrantee, state that it is an Equal Opportunity or Affirmative Action employer.
4. Subcontract Provisions - The SubGrantee will include the provisions of Sections IV, paragraph A, Civil Rights, and paragraph C, Affirmative Action, in every contract or purchase order issued in use of these CDBG funds, specifically or by reference, so that such provisions will be binding upon each contractor or vendor.

D. Employment, Training and Contracting Opportunities

The SubGrantee agrees to comply with provisions of Section 3 of the Housing and Urban Development Act of 1968, which requires opportunities for training and employment of lower-income persons residing within the Entitlement County and opportunities for contracting for work in connection with this CDBG activity with local firms. This applies to all contracts except rehabilitation contracts under \$10,000.

E. Employment Restrictions

1. Prohibited Activity - The SubGrantee is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; sectarian or religious activities; lobbying, political patronage, or nepotism activities.
2. OSHA - Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

F. Labor Standard (Davis-Bacon) Compliance

1. Labor Standards - The SubGrantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333) and all other applicable federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.
2. Debarred Contractors - 24 CFR. Section 570.609 prohibits use of debarred, suspended or ineligible contractors or subcontractors in this contract.

G. Conflict of Interest

No employee, officer or agent of the SubGrantee shall participate in selection or in the award or administration of the contract if a conflict of interest, real or apparent would be involved. See also 24 C.F.R. Section 85.36 (b) (3) or OMB Circular A1-110, Attachment O, Par. 3.a., as applicable.

H. Lobbying

No CDBG funds may be expended or lobbying purposes and payments from other sources for lobbying must be disclosed.

I. Resident Aliens

Certain legalized resident aliens are not eligible to apply for CDBG funded direct benefits such as services, jobs and housing rehabilitation per 24 CFR Section 570.613.

J. Immigration Law Compliance Requirements

The SubGrantee and its subcontractors shall be in compliance with C.R.S. § 8-17.5-101, *et. seq.* at all times during the terms of the contract. The attached Prospective Contractor's Certificate Regarding Employing or Contracting with an Illegal Alien shall be executed by the Subgrantee and shall be part of this contract.

V. SIGNATURE PAGE

In Witness Whereof, the parties have caused this contract to be duly executed as of the date first above written.

City of Northglenn

By: _____
Mayor

Approval as to form:

By: _____
City Attorney

Attest:

City of Northglenn

Johanna Small, City Clerk

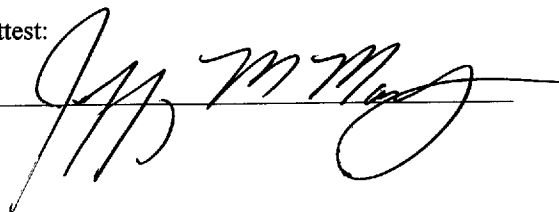
Brothers Redevelopment, Inc.
SubGrantee

Mary Ann King
By (Signature)

President
Title

2250 Eaton St., Ste B
Address

Denver Co 80214
City, State, Zip Code

Attest: _____


City of Northglenn Help for Homes Program

Scope of Work

Program:

Brothers Redevelopment, Inc. (BRI) through its' Home Maintenance and Repair (HMR) Program will assist the City of Northglenn's Help for Homes program by making repairs to the homes of low and moderate income homeowners to improve their habitability and address health and safety issues.

The project goal of the Help for Homes program is to improve the health, safety and sanitary conditions of the homes of low-and moderate-income homeowners who do not have the financial means or physical ability to make the needed repairs themselves.

The City of Northglenn, through a Community Development Block Grant, will provide a total of \$128,635.00 for the Help for Homes Program. Eligible homeowners can receive grants up to \$3,500. Approximately forty (40) households will receive services through this program.

Program Eligibility:

All applicants must meet the criteria listed below and provide proof of eligibility for participation in the Help for Homes program.

- Homeowner must own home and live in it
- Home is within the city limits of Northglenn
- Household income cannot exceed 80% of the Area Median Income (AMI) adjusted for family size (see chart at right)
- The taxes on the property must be paid in full
- Applicants must legal residents of the U.S.

Low – Moderate Income Guidelines	
Family Size	Must Make Less Than
1	\$42,500
2	\$48,600
3	\$54,650
4	\$60,700
5	\$65,600
6	\$70,450
7	\$75,300
8	\$80,150

Source: 2010 HUD Guidelines

Eligible Repairs:

All activities eligible for this program must address the physical structure of the house. Examples of eligible activities include, but are not limited to the following:

- Minor roofing repairs
- Minor plumbing repairs
- Minor electrical repairs
- Accessible doorways
- Installation of ramps
- Roll-in showers
- Grab bars and permanently attached physical-assist apparatus
- Medically necessary air-conditioning (requires doctor's prescription)
- Hearing-impaired smoke detection equipment
- Specialty plumbing fixtures
- Lowering of light switches
- Other permanently attached fixtures determined to be of assistance in removing architectural barriers
- Other similar work, as authorized
- Cited code violations that are not landscaping

The following are considered luxury items and are not allowed:

- Flooring such as tile, hard wood floors, etc. that exceeds the comparable cost of vinyl or carpet.
- Hot tubs, whirlpool baths, steam showers
- Patios or decks
- Installation of fireplaces

- Items above standard grade or in excess of approved specifications
- Room additions
- Most landscaping – reviewed case-by-case
- Sprinkler installation
- Most concrete work – reviewed case-by-case
- Installation of new fencing

Administrative Tasks Performed by Northglenn Staff:

- Implement program guidelines and appropriate forms
- Conduct outreach to inform homeowners about the program
- Receive applications for assistance and screen homeowners for eligibility
- Refer approved homeowners to BRI
- Authorize repairs on each home
- Monitor compliance with CDBG regulations and applicable City Codes
- Permit fees will be reduced by 50% by the City’s Building Department

Implementation Responsibilities of BRI:

- Inspect homes for needed repairs
- Determine whether repairs can be performed within the funding parameters of the program and CDBG guidelines
- Apply to the Northglenn Building Division for necessary permits and inspections. BRI will receive a 50% discount for such permits.
- Purchase or supply materials for authorized repairs
- Coordinate and oversee all work
- Comply with federal lead-based paint regulations
- Submit proper paperwork to the City of Northglenn for each project for materials purchased and hours worked
- Maintain “before” and “after” pictures of homes improved through the Help for Homes Program.
- Recruit and assign volunteers for Help for Homes projects when applicable

Budget and Payment Schedule:

- A total of \$128,635 is available for the Help for Homes program. Costs for BRI, including inspection and processing fees, labor, materials, and subcontractors’ expenses should be calculated into each payment request.
- Funding amounts per home may not exceed the maximum amount of \$3,500.
- Payment will be made upon completion of part, or all of the repairs outlined in the approved Work Proposal Estimate for each homeowner served by the program. An invoice with relevant documentation and receipts must be submitted to the City for payment.