

PLANNING AND DEVELOPMENT MEMORANDUM
#10-13

May 27, 2010

TO: Honorable Mayor Joyce Downing and City Council Members

FROM: William Simmons, City Manager *WSP*
James Hayes, Director of Planning and Development *JH*
Shawn Cordsen, Finance Director *SC*
Patrick Breitenstein *PB*

SUBJECT: CR-86, Approving Community Development Block Grant Contract for Malley Pedestrian Crossing.

RECOMMENDATION:

Attached to this memorandum is CR-86, approving a Community Development Block Grant Contract with Adams County to secure reimbursement for the Malley Drive Pedestrian Crossing. Staff recommends that this Resolution be approved.

BACKGROUND:

In 2008, by Resolutions 80-114 and 08-147, Council approved use of \$235,000 of Community Development Block Grant (CDBG) funds for construction of a signalized pedestrian crossing of Malley Drive at the Farmers Highline Canal. That project was completed in 2009. As regards CDBG funds the City is a sub-grantee to Adams County which receives an annual allocation from HUD as an urban County. The City receives an annual allocation of the County's CDBG funds pursuant to an Inter-Governmental Agreement with Adams County which established the formulas for determining the City's allocation and defines the procedures by which the City may receive our allocation.

In 2009 the Office of Inspector General performed an audit of the Adams County CDBG program on behalf of the Department of Housing and Urban Development (HUD). In September 2009, Adams County received the audit report with conclusions as follows:

"The Department did not have adequate controls over its Block Grant funds. Specifically, it did not (1) have written policies and procedures for the administration of its Block Grant funds, (2) monitor the use of its Block Grant funds, (3) maintain documentation showing that its activities met national objectives, (4) compare disbursement requests to existing contracts to ensure that Block Grant funds were spent in accordance with the contract, and (5) have a process in place to eliminate known conflicts of interest.

Among other deficiencies uncovered by the audit is that there was no contract executed between Adams County and the City prior to commencement of the crosswalk project. The proposed Resolution CR-86 and attached contract are necessary to rectify that oversight.

BUDGET IMPLICATION:

As noted, the cross walk project has already been completed and payment made by the City to the contractors. The full price of the project was \$262,000. The reimbursement from the County is \$235,000.

STAFF REFERENCE:

If Council members have any questions they may contact James Hayes, Director of Planning and Development at 303-450-8937 or by e-mail at jhayes@northglenn.org or Patrick Breitenstein, at 303-450-8742 or by email at pbreitenstein@northglenn.org.

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-86
Series of 2010

Series of 2010

A RESOLUTION APPROVING THE AGREEMENT WITH ADAMS COUNTY FOR PERFORMANCE OF A COMMUNITY DEVELOPMENT BLOCK GRANT ACTIVITY IN AN AMOUNT NOT TO EXCEED \$235,000

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

Section 1. The Agreement between the City of Northglenn and Adams County for performance of a Community Development Block Grant Activity in an amount not to exceed \$235,000, 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 _____, 2010.

SUSAN CLYNE
Mayor Pro Tem

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

2010 AGREEMENT
for performance of a
Community Development Block Grant Activity
Cities
2007,2008 **Program Year Funds**

PARTIES TO THIS AGREEMENT: This Agreement, dated for reference purposes only this 1st day of March , 2007 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 , (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 **\$235,000** ("Agreement Price") from PYs 2007 and 2008 (\$91,000 from PY 2007, \$70,000 from PY 2008, and \$24,000 from PY 2008) 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.

3. PERIOD OF COMPLETION. The Period of Completion for the Project shall be the time period set forth on the Schedule of Completion of Services set forth on Exhibit 3 which is attached hereto and incorporated herein by reference (the "Period of Completion").
4. TERM OF AGREEMENT. The term of this Agreement shall be effective from the date of execution by the Board of County Commissioners and extend through the date of completion as set forth in the Schedule of Completion of Services, but for no less than a period of one year from the effective date of this Agreement. Work performed prior to the execution of this Agreement by the Board of County Commissioners shall not be considered part of this Project. The term of this Agreement and all provisions herein shall extend to and cover any additional time period during which the CITY remains in control of CDBG funds or other assets, including Program Income unless sooner terminated as provided in this Agreement. The term of this Agreement and all provisions herein shall also be extended until such time as any real property which is acquired or improved in whole or in part with CDBG funds in excess of \$25,000 has begun to meet a CDBG national objective unless sooner terminated as provided in this Agreement.

The COUNTY shall have the right to terminate this Agreement, and the CITY shall thereupon forfeit any unexpended funds if the CITY fails to substantially adhere to the Scope of Services and Schedule for Completion of Services set forth in Exhibits 1 and 3, unless it is determined by a court of competent jurisdiction that there were extenuating circumstances beyond the control of the CITY and the goals or purposes of the project can still reasonably be accomplished.

5. ACTIVITY RESPONSIBILITY AND REPRESENTATIVES AND NOTICE. All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. Any notice required hereunder shall be in writing and shall be effectively served upon personal delivery receipted for, or if mailed, upon the first to occur of receipt or the expiration of two (2) business days after deposit in first class certified U.S. mail, postage prepaid, return receipt requested sent to the party at the address appearing below. The parties may change their representative or their address at any time by written notice to the other party. The following individuals are designated for the purposes of this Agreement as representatives of the COUNTY and the CITY (or their successors or assigns), respectively:

COUNTY: Administrator
Community Development Department
12200 Pecos Street
Westminster, CO 80234

CITY: _____

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 2002. 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 10 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' 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:

CITY:

By: _____
City Clerk

By: _____
Title: _____
Date: _____

ADAMS COUNTY

By: _____
Chairman

Date: _____

ATTEST
KAREN LONG, CLERK AND RECORDER

Deputy Clerk

Approved to Form:

County Attorney's Office

SCOPE OF SERVICES

Project Description:

This project is an infra-structure improvement with two components. They are a signalized pedestrian crossing on Malley Drive at the Farmers Highline Canal and crosswalk improvements and warning lights at Larson Drive and 112th Avenue..

Activity:

<input type="checkbox"/> Acquisition of Real Property <input type="checkbox"/> Disposition <input checked="" 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 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): Construction of a pedestrian activated signalized street crossing including three light poles with mastarms; nine traffic signal heads; six handicap ramps and necessary street striping and signage.

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 checked="" type="checkbox"/> Area Benefit <input type="checkbox"/> Limited Clientele <input 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
			\$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
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
			\$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
			\$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
JR Engineering	0	\$262,115.00	\$262,115	\$262,115	\$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
		\$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
		\$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
		\$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
		\$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
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
		\$0.00	\$0	\$0	\$0
Total Subcontracts Cost			\$262,115	\$262,115	\$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	\$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
		\$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
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
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
			\$0	\$0	\$0
Total Indirect Costs			\$0	\$0	\$0
Total Estimated Costs			\$262,115	\$262,115	\$0
Total of Federal Share and Match				\$262,115	\$0

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	\$262,115	100.0%	
8 Other Direct Costs	\$0	0.0%	
9 Indirect Costs	\$0	0.0%	
Total	\$262,115	100.0%	
Federal Share	\$262,115	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		Federal (e)	New or Revised Budget	Total (g)
		Federal (c)	Non-Federal (d)			
1.						
2.						
3.	Do	Not	Complete	This	Section	
4.						
5.	Totals					

Section B - Budget Categories

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	\$0
c. Travel	\$0	\$0	\$0
d. Equipment	\$0	\$0	\$0
e. Supplies and Materials	\$0	\$0	\$0
f. Consultants	\$0	\$0	\$0
g. Contracts and Sub-Grantees	\$262,115	\$0	\$262,115
h. Other Direct Costs	\$0	\$0	\$0
i. Total Direct Charges (sum of 6a-6h)	\$262,115	\$0	\$262,115
j. Indirect Costs	\$0	\$0	\$0
k. Totals (sum of 6i and 6j)	\$262,115	\$0	\$262,115
7. Program Income			

SCHEDULE OF COMPLETION OF SERVICES

Begin Date	-	February 12, 2009
Benchmark Date	-	See schedule attached
End Date	-	August 31, 2009

EXHIBIT 3

Update Meeting
6/15/09.

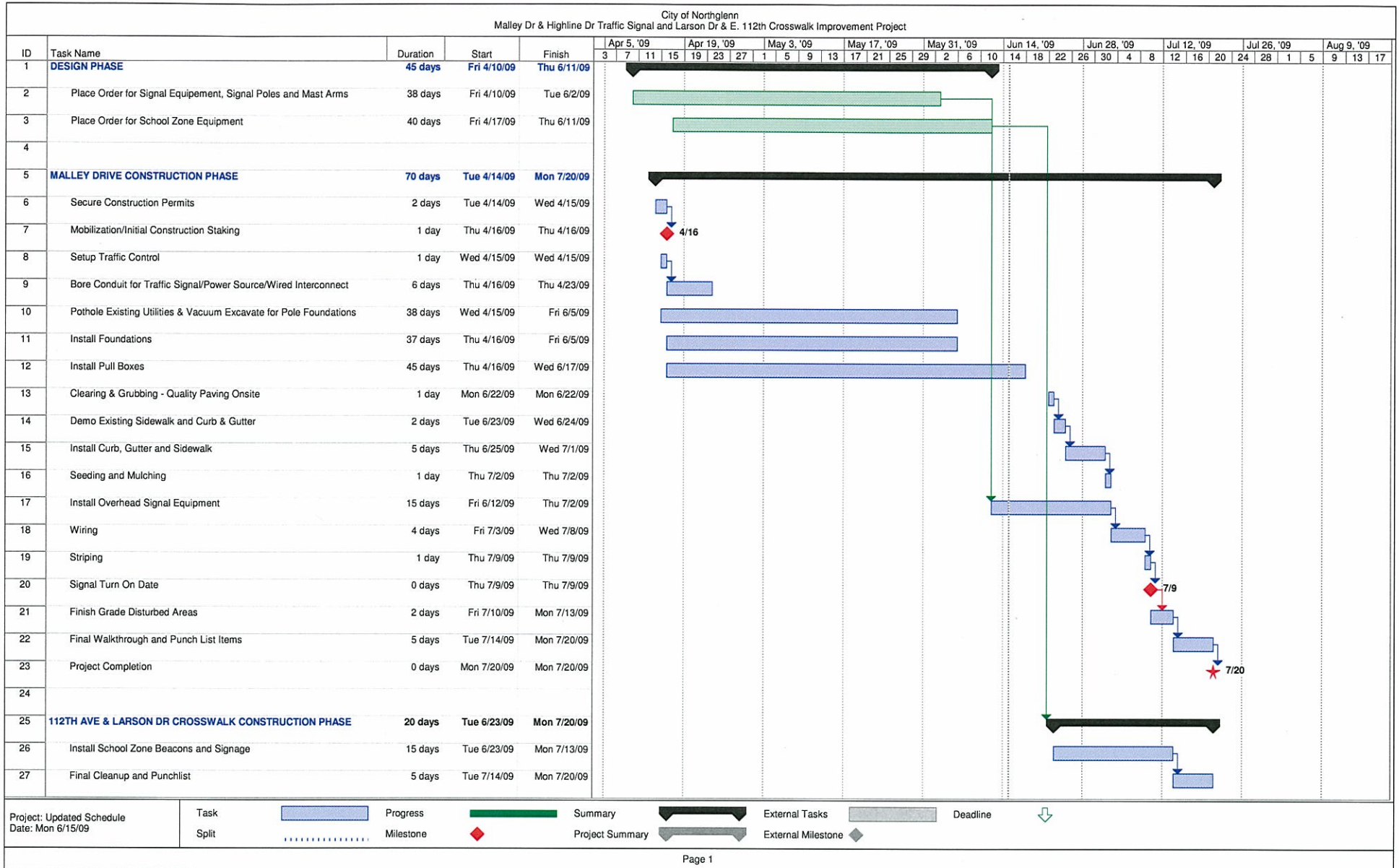


EXHIBIT 4
INSURANCE

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>