

SPONSORED BY: COUNCIL MEMBER MARTIN

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-120
Series of 2006

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A RESOLUTION APPROVING A SUBGRANTEE AGREEMENT FOR THE 2006 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM BETWEEN THE CITY OF NORTHGLENN AND THE NORTHGLENN NEIGHBORHOOD DEVELOPMENT CORPORATION

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

Section 1. The Subgrantee Agreement for the 2006 Community Development Block Grant (CDBG) Program attached hereto as **Exhibit 1** between the City of Northglenn, and the Northglenn Neighborhood Development Corporation (NNDC) is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED at Northglenn, Colorado, this ____ day of _____ 2006.

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**SUBGRANTEE AGREEMENT
FOR
2006 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

I. PURPOSE

THIS CONTRACT, entered this ___ day of September 2006 by and between the City of Northglenn ("City"), and the SubGrantee, Northglenn Neighborhood Development Corporation ("NNDC").

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 2004, 2005 and 2006 for undertaking community development and housing assistance activities, and

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

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

Activity Name: Northglenn Neighborhood Development Corporation Revolving Loan Fund, NG06.0614-\$31,000

Activity Address or Location: City of Northglenn

Activity Category: Housing, 570.202

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

Activity Purpose: Establish a Capital Fund for assisting the neighborhood revitalization in Northglenn. The capital fund is a revolving loan fund to be used primarily by very low, low, and moderate-income homeowners to make necessary repairs and upgrades to homes.

SubGrantee Contact Person/Address/Phone: Bill Sullivan, NNDC, 11295 Washington St., Northglenn, CO 80233, 303-252-3690, bsullivan@mndc.info.

City of Northglenn Contact Person/Address/Phone: Eve Craven, 11701 Community Center Dr., Northglenn, CO 80233, 303-450-8766.

The SubGrantee may proceed to incur costs for this activity as of June 23, 2006, subject to the Environmental Reviews (II.C) section.

II. SCOPE OF SERVICE

A. Activity Description: Establish a Capital Fund for assisting the neighbor revitalization in Northglenn. The Capital Fund, a revolving loan fund to be used primarily by very low, low and moderate income homeowners, will be used to assist homeowners in making necessary repairs and upgrades to their homes to improve their habitability, remove code violations, address health and safety issues and improve the streetscape. Will serve approximately 7 low-income households.

B. Timeline for Performance

Services/activities of the SubGrantee shall start on the 23rd day of June 2006 and end on the 28th day of February 2007. 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 SubGrantee has submitted to the City, along with its proposal, 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 proposal 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. 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 be conducted by the County and includes 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 **\$31,000**.
2. Program Income - Program income is expected from this activity. A revolving loan activity will be established. All new loans will meet all CDBG regulations such as activity eligibility, national objective compliance, environmental review clearance and labor standards requirements, etc. before CDBG funds are committed. A quarterly reporting on program income is required.
3. Asset Management - Asset is loan portfolio established from this activity. 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 OMB Circular A-122 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.

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 meet 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, which 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, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City monitors or their designees for review upon request. Client data pertaining to loans generating program income will also be transferred, along with the asset, to the City upon activity closeout.
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 purposes 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 Contractor.

If any of the insurance policies required under this Contract become unsatisfactory at any time to the County 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 Insureds" 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 County).
- 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 coverages 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 Coverages

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 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.

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

Diana Lentz, City Clerk

Northglenn Neighborhood Development Corporation
SubGrantee

Will Jaw
By (Signature)

Executive Director
Title

11295 Washington St
Address

Northglenn, CO 80207
City, State, Zip Code

Attest:
Debra Gray

**AFFIDAVIT FOR VERIFICATION OF ELIGIBILITY FOR STATE AND
LOCAL BENEFITS**

I, _____, swear under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen;

_____ I am a Permanent Resident of the United States, or

_____ I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

Print Name