PARKS, RECREATION & CULTURE MEMORANDUM
#21-2026

DATE: Aug. 24, 2026

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Jason Loveland, Acting City Manager JL

FROM: Amanda J. Peterson, Director of Parks, Recreation & Culture AJP

SUBJECT: CR-108 – Community Development Block Grant Subgrantee Agreement

---

PURPOSE

To consider CR-108, a resolution approving a subgrantee agreement for Community Development Block Grant (CDBG) funding between the City of Northglenn and Adams County in an amount not to exceed $779,977.91 for the construction of Odell Barry Park.

BACKGROUND

At the Dec. 1, 2025 study session, City Council discussed options for the use of CDBG funding. Direction was provided to move forward with the use of a portion of that funding for the construction of Odell Barry Park. The project aims to replace an undeveloped area with a modern, accessible, and nature-focused recreational destination that aligns with the Playbook, the Strategic Plan, and the Sustainability Plan.

BUDGET/TIME IMPLICATIONS

The total cost of this project is estimated to be $6,000,000; matching funds are available through grants secured through Adams County Open Space, Great Outdoors Colorado, and a disbursement from the Metropolitan Football Stadium District.

Bid documents for this project are anticipated to be published in late 2026, pending relocation of soil currently stored on the park site.

RECOMMENDATION

Staff recommends approval of CR-108.

STAFF REFERENCE

If Council members have any questions, please contact Amanda Peterson, Director of Parks, Recreation & Culture, at 303.450.8950 or apeterson@northglenn.org.

CR-108 – Community Development Block Grant Subgrantee Agreement

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION | RESOLUTION NO.

No.___________CR-108___________ Series of 2026

________________________________ Series of 2026

A RESOLUTION APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBGRANTEE AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS

WHEREAS, Adams County has entered into a grant agreement with the United States Department of Housing and Urban Development for financial assistance to conduct a Community Development Block Grant (CDBG) Program; and

WHEREAS, the City receives an annual allocation of CDBG funds from Adams County pursuant to an Intergovernmental Agreement for undertaking community development and housing assistance activities; and

WHEREAS, the City of Northglenn has an existing fund balance from program years 2022, 2023, 2024, and 2025 totaling $779,977.91; and

WHEREAS, the City Council has determined to allocate the existing fund balance to the Odell Barry Park Project; and

WHEREAS, proper application has been made by the City of Northglenn to Adams County for the funding of a CDBG project for the Odell Barry Park Project totaling $779,977.91; and

WHEREAS, in order to receive CDBG funds for the project, a Subgrantee Agreement must be entered into between the City of Northglenn and the Board of County Commissioners of Adams County.

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

Section 1. The Adams County Community Development Block Grant Subgrantee Agreement between the City of Northglenn and the Adams County Board of County Commissioners, attached hereto as **Exhibit 1**, for the Odell Barry Park Project is hereby approved and the Mayor is authorized to execute the same on behalf of the City.

DATED, at Northglenn, Colorado, this _______day of ______________________, 2026.

____

MEREDITH LEIGHTY
Mayor

ATTEST:

____

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

____

COREY Y. HOFFMANN
City Attorney

ADAMS COUNTY SUBGRANTEE AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING ASSISTANCE LISTING NUMBER (ALN) 14.218 PROGRAM YEAR 2025 CITY OF NORTHGLENN UNIQUE ENTITY IDENTIFIER (UEI) KYS1MDCDTLC1

THIS AGREEMENT, entered this ___________ **day of** ______________, **2026** ("Effective Date") by and between the **Board of County Commissioners of the County of Adams**, State of Colorado (the "County"), whose address is 4430 South Adams County Parkway, Brighton, CO 80601, and the **City of Northglenn**, a home rule municipality located in Adams County, State of Colorado, whose address is 11701 Community Center Drive, Northglenn, CO 80233 (the "Subgrantee") (collectively "Parties").

WHEREAS, the primary objective of Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, (the "Act") and the Community Development Block Grant ("CDBG") Program under the Act 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 County, as the lead entity of the Adams County Urban County, wishes to engage the Subgrantee to assist the County in using such CDBG Funds to accomplish the purposes of the Act; and

WHEREAS, the Subgrantee is an agency of the County, a quasi-governmental agency, a town or a city government, a home rule municipality, or a nonprofit organization selected by the County to administer all or a portion of the County's CDBG Funds for that year; and

WHEREAS, this Agreement is contingent upon the County receiving CDBG Funds from HUD under the Act; and

WHEREAS, the project shall not be obligated or utilized for any activities until the Subgrantee receives a written "Notice to Proceed" from the County; and

WHEREAS, funds shall not be obligated or utilized for any activities for the proposed project by the Subgrantee until HUD Environmental Review for the CDBG program, per 24 CFR Part 58, have been completed and the County and HUD have issued the Subgrantee approval in writing to proceed.

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:

I. Definitions.

"Agency Audit" shall mean the examination of an organization's financial documents in order to determine whether the records and reports are valid and the information is fairly presented. An independent audit is usually conducted by a Certified Public Accountant ("CPA") who then issues an opinion as to whether the statements accurately and fairly represent the organization's operations and financial position.

"Agreement Term" shall mean the time period in which the Project is to be carried out and completed. The Agreement Term shall be the time period stated in Section III.A.2. The Agreement Term may be extended by the County through a contract amendment.

"Annual Action Plan" shall mean a one (1) year portion of the CDBG Consolidated Plan. An Annual Action Plan includes the Subgrantee's annual application for CDBG Funds.

"Annual Property Report" shall mean an ongoing report of CDBG Funds in excess of $1,000 during the Program Year spent for acquisition of or improvements to buildings used by the Subgrantee for CDBG Purposes. Annual Property Reports must be submitted to the County within 30 days of the end of each Program Year and must continue to be submitted each year until the Reporting Termination Date. The report shall document the Subgrantee is maintaining sufficient records regarding the affordability of the units to Moderate, Low, and Very Low Income households, and that Moderate, Low, and Very Low Income residents are the primary beneficiaries of the designated units, in accordance with 24 CFR § 570.506(b)(4)(iv)(A) and (B).

"Audit Report" shall mean a report documenting the Agency Audit.

"CAPER" is the acronym for the Consolidated Annual Performance and Evaluation Report, which is the annual report to HUD on how the federal funds were used during the County's Program Year.

"Cash Flow Termination Date" shall mean the last date on which the Subgrantee receives CDBG Funds on a continuous year-to-year basis.

"CDBG Asset" shall mean assets purchased in whole or in part with CDBG Funds or improved in whole or in part with CDBG Funds, and having a unit fair market value of $1,000 or greater.

"CDBG Funds" shall mean funding or monies received by the County from HUD under the CDBG Program and then subsequently distributed by the County to the Subgrantee under this Agreement for the purpose of advancing the goals of the CDBG Program. The Subgrantee must use CDBG Funds solely for CDBG Purposes.

"CDBG Program Manager" shall mean the person employed by the County who provides CDBG administrative support in the areas of processing grants applications, distribution of CDBG Funds, program monitoring, and a variety of day-to-day operational support needs.

"CDBG Purposes" shall mean the purposes described in the Scope of Services, to the extent that those purposes are consistent with 24 CFR Part 570 and meets a CDBG National Objective.

"CDBG Consolidated Plan" shall mean a written strategic plan adopted by the County and approved by HUD describing the housing needs of the low- and moderate-income residents in the County and outlining the strategies to meet those needs. This document is required to receive CDBG Funds from HUD.

Code of Federal Regulations ("CFR") is the codification of the general and permanent rules published in the Federal Register by the departments and agencies of the Federal Government.

"Drawdown Request" shall mean a request from a Subgrantee to the County for CDBG Funds for the direct benefit of the Project.

"Effective Date" shall mean the date that the County executes the Agreement.

"End User Beneficiary" shall mean a natural person who, either directly or indirectly, receives monetary or nonmonetary benefits from a project or program financed in whole or in part with CDBG Funds. The term does not include a person who is employed by, or performs volunteer services for, a Subgrantee.

"Federal Program Year" shall mean October 1 through September 30.

"Indirect Cost" shall mean a cost that is not readily identifiable or directly related to a specific program or activity, but that is necessary for the performance of the program or activity. The costs of operating and maintaining facilities, and administrative salaries are examples of the types of costs that are usually treated as indirect costs.

"Indirect Cost Allocation Report" shall mean a report documenting any Indirect Costs incurred by the Subgrantee during a three (3) month period.

"Integrated Disbursement and Information System" ("IDIS") shall mean the drawdown and reporting system for the HUD Office of Community Planning and Development ("CPD") formula grant programs, including the CDBG Program.

"Moderate, Low, and Very Low Income" shall mean eighty percent (80%) or less, fifty percent (50%) or less, and thirty percent (30%) or less, of the Area Median Income ("AMI"), respectively, as defined by HUD in effect on the first day of the Federal Program Year. HUD recalculates the Area Median Income on an annual basis. Adams County is part of the Denver-Aurora-Lakewood, CO Metropolitan Statistical Area.

"Modified Total Direct Costs" or "MTDC" includes the direct costs associated with the grant funded program or project, up to the first $25,000 of this grant award. It excludes equipment, capital expenditures, charges for rent, tuition remission, and Participant Support Costs as defined at 2 CFR §200.75 and 2 CFR §200.456

"Program Income" shall mean gross income received by the Subgrantee directly generated from the use of CDBG Funds. When Program Income is generated by a Project that is only partially assisted with CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program Income includes, but is not limited to, the following:

1. Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG Funds;
2. Proceeds received from the disposition of equipment bought with CDBG Funds;
3. Gross income from the use or rental of real property acquired by the Subgrantee with CDBG Funds, less costs incidental to generation of the income;
4. Gross income from the use or rental of real property owned by the Subgrantee, that was constructed or improved with CDBG Funds, less costs incidental to generation of the income;
5. Payments of principal and interest on loans made using CDBG Funds;
6. Proceeds received from the sale of loans made with CDBG Funds;
7. Proceeds received from the sale of obligations secured by loans made with CDBG Funds;
8. Interest earned on CDBG Funds held in a revolving fund account;
9. Interest earned on Program Income pending its disposition; and
10. Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG Fund portion of a public improvement.

“Program Year” shall mean October 1 through September 30.

“Project” shall mean the activity described in the Scope of Service, Section II of this Agreement.

“Project Completion Report” shall mean a report of total Project accomplishments; including initial expected outcomes and documentation necessary to support final accomplishments.

“Reporting Termination Date” shall mean through the end of the Agreement Term or until CDBG Funds are fully expended, whichever occurs first.

“Revolving Loan Fund” shall mean a separate fund (with a set of accounts that is independent of other program accounts) established by the Subgrantee or the County for the purpose of carrying out specific activities, which, in turn, generate payments to the fund for use in carrying out the same activities.

“Quarterly Report” shall mean a report of work accomplished by the Subgrantee during the Program Year specified for each quarter, including any documentation necessary to support the reported accomplishments.

“Subaward” means an award provided by a pass-through entity to a subgrantee for the subgrantee to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward is enacted through a legal agreement.

II. Scope of Service.

A. Project.

Project Name:	Odell Barry Park
Project Address or Location:	420 W. Community Center Drive, Northglenn, CO 80233
Project Category:	Public Facility
National Objective:	LMA
Project Purpose:	See **Exhibit A – Scope of Service**
Subgrantee Project Manager Contact Information:	Amanda Peterson, Director of Parks, Recreation & Culture 303-450-8950 apeterson@northglenn.org
Subgrantee Address:	11701 Community Center Drive, Northglenn, CO 80233
Grant Amount:	$779,977.91
CDBG Program Manager	Melissa Scheere, Housing Policy & Community Investments Manager (720) 523-6210 mscheere@adamscountyco.gov
Adams County Housing Policy & Community Investments Contact (if different than the CDBG Program Manager):	Ric Reed, Grant Administrator (720) 523-6203 rreed@adamscountyco.gov

B. Project Description. Exhibit A outlines the scope of the Project, which exhibit is incorporated herein by reference.

III. Subgrantee's Obligations.

A. Timeline for Performance.

1. The Subgrantee may proceed to incur costs for this Project beginning on the **Effective Date** of this Agreement.

2. The Agreement Term shall run from the Effective Date to **September 30, 2028,** Subgrantee shall continue to comply with all reporting requirements until the Reporting Termination Date. The term of this Agreement shall extend to cover

any additional time period during which the Subgrantee remains in control of CDBG Funds, CDBG Assets, or Program Income.

3. The Subgrantee has submitted to the County a proposal; a Scope of Services to be performed, attached as Exhibit A; and **Exhibit B – Budget and Leveraging**. The Subgrantee shall comply with the proposal as submitted, and shall legally expend CDBG Funds accordingly through the end of the Agreement Term. The Subgrantee understands that failure to comply with the timetable will lead to cancellation of the activity and a loss of all unexpended CDBG Funds unless the County determines that there are extenuating circumstances beyond the Subgrantee's control and that the activity will proceed within a reasonable length of time.

4. Subgrantees who fail to meet the timely expenditure requirements established in this Agreement will also have corrective measures imposed that can include reduction of future funding proportionate to HUD's policy on timeliness.

B. Payment.

1. It is expressly agreed and understood that the total amount to be paid by the County to the Subgrantee under this Agreement shall not exceed **$779,977.91**. The Parties expressly recognize that the Subgrantee is to be paid with CDBG Funds received from the HUD, and that the obligation of the County to make payment to Subgrantee is contingent upon receipt of such funds from HUD. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or amend this Agreement.

2. The County may elect and shall have the authority to pay CDBG funds in advance of expenditure by the CDBG Subgrantee, at the County's sole discretion, if the Subgrantee has an insured, interest-bearing account separate from the organization's general funds account to place the advanced funds, the organization is deemed a low risk per a County risk assessment, and the Project is not a construction project. Any interest amounts earned on advanced CDBG funds up to $500 per year may be retained by the Subgrantee for project expense or program administrative expense; interest earned above that amount shall be returned to the County. Advance payments will be limited to the minimum amounts needed. Subgrantees that meet the criteria for advanced payments shall submit drawdown requests for advance payments. Advance payment eligibility for this Agreement is determined by the County based on the above criteria and the nature of the Project as described in Exhibit A.
   - This Project is a construction project and, therefore, not eligible for advanced payment.

3. Indirect costs are allowable under this program as described in 2 CFR Part 200. The total indirect cost amount is calculated by applying the indirect cost rate to the MTDC. The total indirect cost amount is limited to the first $25,000 of this subaward. A Drawdown Request for indirect costs may be submitted after

the Quarterly Report and the Indirect Cost Allocation Report is submitted. To charge indirect costs to this grant award, the Subgrantee must complete the **Indirect Cost Rate Selection form (Exhibit D**) and the indirect cost rate must be listed in this grant agreement.

a) The Subgrantee may use the indirect cost rate in their Negotiated Cost Rate Agreement (NICRA) between their entity and the federal government. Subgrantees in the process of applying for a NICRA may use the rate in the temporary negotiated cost rate agreement.

b) If the Subgrantee does not have a current NICRA (including a provisional rate), the Subgrantee may alternatively elect to charge a de minimis rate of 10% of modified total direct costs subject to the exceptions of 2 CFR § 200.414(f).

C. Program Income. This Project is **not** expected or planned to generate Program Income. If Program Income is generated it will be retained by the Subgrantee for the duration of the term of this Agreement and shall be used for the Project. Any Program Income generated shall be used by the Subgrantee for the Project before additional CDBG Funds are disbursed to the Subgrantee. Upon the occurrence of the Reporting Termination Date, Program Income will be returned to the County or if the Subgrantee has established a Revolving Loan Fund any Program Income will be placed into the fund. Any Program Income received by the Subgrantee after the closeout of this Agreement, including income generated from activities funded in whole or in part with CDBG Funds under this Agreement, shall be reported to the County and returned to the County within thirty (30) days of receipt, consistent with 24 CFR 570.504(b)(2). The Subgrantee's obligation to account for and remit post-closeout Program Income shall survive the expiration or termination of this Agreement.

D. CDBG Assets.

1. The Subgrantee shall identify and track all CDBG Assets acquired or improved under this Agreement. CDBG Assets are defined in Section I of this Agreement. The Subgrantee shall maintain an inventory of all CDBG Assets and shall report on their status in each Annual Report submitted pursuant to Section III.J.1.e of this Agreement.

2. Describe all CDBG Assets to be obtained as a result of this activity: **Does Not Apply.**

3. The County shall have a security interest in any and all CDBG Assets. Once the CDBG Assets have been obtained, the County's security interest in the CDBG Assets will be shown by means of: (a) a deed of trust for real estate, encumbering the Subgrantee's equity in the real estate; (b) a lien notation on

the certificate of title for motor vehicles; (c) a security agreement and financing statement for personal property; or (d) an assignment of accounts receivable for accounts receivable. The deed of trust will be recorded with the Adams County Clerk and Recorder, the certificate of title will be recorded with the Division of Motor Vehicles, and the financing statement and assignment of accounts receivable will be recorded with the Colorado Secretary of State. The account debtors will be notified in writing of the assignment of accounts receivable. The office of the County Attorney will prepare all of the foregoing instruments. Subgrantee will pay all of the recording fees and mailing costs out of monies other than CDBG Funds.

4. Where the Subgrantee ceases to use a CDBG Asset for CDBG Purposes, the County may, in its discretion, direct the Subgrantee to convey the CDBG Asset to the County or have the Subgrantee repay the CDBG Funds that went into the purchase of the CDBG Asset. The office of the County Attorney will draft all of the legal documents necessary to effectuate such conveyance.

5. In accordance with 24 CFR § 570.503(b)(7), Reversion of Assets, any real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG Funds (including CDBG Funds provided to the Subgrantee in the form of a loan) will, at the option of the County, either:

    a) Be used for an eligible CDBG activity, as determined by the County, for a period of at least 5 years after the expiration of this Agreement or such longer period as the County may require. This will require entering into a legal instrument, as determined and drafted by County, to secure the interest; or

    b) Be disposed of in a manner that results in the County's being reimbursed in the lesser of the amount of CDBG Funds that were expended on the real property or the current fair market value of the property, less any portion of the value attributable to the expenditure of non-CDBG Funds for acquisition of or improvements to the property.

E. Expenditure Restrictions.

1. All CDBG Funds that are identified for the Subgrantee's Project shall be used and allocated only for the Project described and listed in the Scope of Service.

2. The Subgrantee agrees that the CDBG Funds allocated for any approved Project shall be sufficient to complete said Project without any additional CDBG funding.

3. The County's fiscal year is the calendar year. The County and Subgrantee acknowledge and agree that all payment obligations under this Agreement are current expenditures of the County payable in the calendar year for which funds are appropriated for the payment thereof. The County's obligations under this Agreement shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the County within the meaning of Article X, Section 20 of the Colorado Constitution.

F. CDBG Funds Termination. After the Cash Flow Termination Date, the Subgrantee must continue to account for its use of each CDBG Asset until that CDBG Asset has reached the Reporting Termination Date. For each CDBG Asset, the County will determine the CDBG Asset's useful life and will establish a Reporting Termination Date that is at least one (1) year after the end of the CDBG Asset's useful life.

G. Performance Measures. The reports the Subgrantee is required to file under this Agreement contain performance measures that the Subgrantee shall describe and report to the County.

H. Direct Activity Supervision and Administration. The Subgrantee shall be responsible for the direct supervision and administration of the Project. This task shall be accomplished through the use of the Subgrantee's staff and/or 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, or employees. The Subgrantee agrees that the County shall have the ultimate supervisory and administrative control, but the Subgrantee shall be responsible for the expenditure of the CDBG Funds allocated for its Project. Moreover, the County's ultimate control does not relieve the Subgrantee of any of its responsibility under this Agreement and as a fiduciary and prudent manager of taxpayer funds.

1. Funding and Financial Management. Because the Subgrantee is responsible for the direct supervision and administration of its Project, the County shall not be liable or responsible for cost overruns by the Subgrantee on the Project. The County shall have no duty or obligation to provide any additional funding to the Subgrantee if its Project cannot be completed with the funds allocated by the County to the Subgrantee. Any cost overruns shall be the sole responsibility of the Subgrantee. At the County's sole discretion, the Subgrantee's failure to complete any of its Project with the CDBG Funds allocated to it by the County, in addition to the funds that the Subgrantee obtains from other sources (whether by grant or by loan), shall constitute an event of default under this Agreement.

1. The County will review the Subgrantee's actions to determine if the Project is being carried out in a timely manner.

2. The County and Subgrantee may agree to revise the Budget from time to time in accordance with existing County policies for amendments. The Subgrantee shall adhere to the Budget to the fullest practicable extent, but is not precluded from making minor changes, provided the total amount to be paid does not change or exceed the total amount budgeted, and provided the expenditure is eligible for reimbursement.

3. The County will pay to the Subgrantee funds available under this Agreement based upon information submitted by the Subgrantee and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subgrantee, and not to exceed actual cash requirements. Payments will be adjusted in accordance with advance fund and Program Income balances available. In addition, the County reserves the right to be reimbursed out of CDBG Funds that would otherwise be paid to the Subgrantee for costs incurred by the County on behalf of the Subgrantee.

4. Drawdown Requests are due any time the Subgrantee wishes to expend CDBG Funds. Drawdowns for the payment of eligible expenses shall be made against the Budget and in accordance with performance. Appropriate documentation (copies of invoices, billings, etc.) must be attached to Drawdown Requests. Reimbursements may be held up for monitoring of activities and incomplete or missing reports. The Subgrantee agrees that, before the County can distribute any CDBG Funds to it, the Subgrantee must submit to the County's Housing Policy & Community Investments Division documentation, in the form required by it, which sets the dollar amount the Subgrantee is requesting. The County shall have thirty (30) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the Subgrantee within forty-five (45) days.

5. All CDBG Funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the Project, shall be allocated to the specific activities described and listed in the Scope of Service. The allocated funds shall be used and expended only for the activity to which the funds are identified. Accordingly, the Subgrantee agrees that as to its Project , the County shall have the necessary administrative control required to meet HUD requirements.

6. The Subgrantee agrees to comply with the accounting principles and procedures required by 2 CFR 200, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

J. Reporting Requirements. The Subgrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing the County with the information necessary to complete the CAPER, due to HUD on December 30 of each year, in a timely fashion. At the County's discretion, CDBG Funds may be withheld until the Subgrantee has submitted any outstanding reports.

1. The Subgrantee shall submit regular reports to the County within the dates listed below, using the forms provided by the County:

    a. The Subgrantee shall submit Quarterly Reports until the end of the Agreement Term or until the CDBG Funds are fully expended. Quarterly Reports shall be submitted to the Adams County Housing Policy & Community Investments Division within 30 days of a completed quarter as defined below:

        i. January 1 – March 31, with the Quarterly Report due on April 15.

        ii. April 1 – June 30, with the Quarterly Report due on July 15

        iii. July 1 – September 30, with the Quarterly Report due on October 15.

        iv. October 1 – December 31, with the Quarterly Report due on January 15.

    b. Project Completion Reports are due within 30 days of the completion of any activity. The reporting period covered by a Project Completion Report may be several months or several years.

    c. Reports of Program Income are due quarterly, concurrent to the submission of a Quarterly Report. If the Subgrantee has received no Program Income during the quarter, it does not need to submit a Report of Program Income for that quarter.

    d. Indirect Cost Allocation Reports are due quarterly concurrent with the submission of a Quarterly Report and only applies to the first $25,000 of the grant award. This report documents the Modified Direct Costs incurred by the Subgrantee that are used as a base to calculate the indirect cost amount.

e. Annual Reports are due annually within 30 days of the end of each Program Year. Until the Reporting Termination Date, the Subgrantee must submit the Annual Reports to the County certifying that each CDBG Asset has continued to be used for CDBG Purposes. Annual reports must include the following information:

    i. Inventory of all tangible assets with a unit value in excess of $1,000 purchased in whole or in part with CDBG Funds, including a listing of all serial numbers on items bearing a serial number and a list of all Vehicle Identification Numbers on all motor vehicles;

    ii. Inventory of all real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG Funds, including the street address and legal description of the real property;

    iii. Inventory of all real property leases where the lease payments were made in whole or in part with CDBG Funds, including the street address and legal description of the real property and a copy of the lease;

    iv. List of all employment contracts for employees of the Subgrantee, where all or a part of the employee's salary or fringe benefits was paid for in whole or in part with CDBG Funds, and include a copy of the employment contract;

    v. List of all contracts for independent contractors of the Subgrantee, where all or a part of the independent contractor's compensation was paid for in whole or in part with CDBG Funds, and include a copy of the contract;

    vi. List of all equipment leases with annual payments of $500 or more, where all or a part of the lease payments were made in whole or in part with CDBG Funds, including a copy of the equipment lease;

vii. List of all other contracts in the amount of $1,000 or more, where all or a part of the contract payments were made in whole or in part with CDBG Funds, including a copy of the contract;

viii. Inventory of any other assets purchased or leased with CDBG Funds; and

ix. Listing and aging of any accounts receivable that are attributable to the use of CDBG Funds.

f. Audit Reports, if any, completed by or for a third party, and any accompanying management letters, are due annually within thirty (30) days of receipt by the Subgrantee from the third party. The Subgrantee hereby agrees to have an annual Agency Audit conducted at the discretion of the County. There is no standard form for an Audit Report.

g. Annual Property Reports are due within 30 days of the end of each Program Year, for acquisition of or improvements to buildings used by the Subgrantee for CDBG Purposes in amounts of $1,000 or more. Annual Property Reports must be filed each year until the Reporting Termination Date.

K. Documentation and Recordkeeping. The Subgrantee shall maintain a complete set of books and records documenting its use of CDBG Funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility, compliance with CDBG Objectives, and financial and other administrative aspects involved in performing the Project.

1. Records to Maintain. The Subgrantee shall maintain all records required by the Federal regulations specified in 24 CFR § 570.502, 2 CFR 200, 24 CFR § 570.506, and Subpart K of 24 CFR Part 570 that are pertinent to the Project.

2. Retention. The Subgrantee shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the completion date shown in IDIS, or after the resolution of all Federal audit findings, whichever occurs later. Records for non-expendable property acquired with CDBG Funds under this Agreement shall be retained for five (5) years after the completion date shown in IDIS. Records for any displaced person must be kept for five (5) years after such individual 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 County monitors or their designees for review upon request. Client data pertaining to loans generating Program Income will also be transferred, along with the CDBG Asset, to the County upon activity closeout. The Subgrantee's records, which will be available for inspection by the County and HUD, may contain the client's full Social Security Number. However, the reports, which the Subgrantee submits to the County, shall contain only the last four (4) digits of the client's Social Security Number.

4. Disclosure. The Subgrantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subgrantee's responsibilities with respect to the Project, 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 submit real and personal property inventory records, which clearly identify properties purchased, improved, or sold annually until the completion date shown in IDIS and shall retain those records for five (5) years after the completion date shown in IDIS. Properties retained shall continue to meet eligibility criteria and shall conform to the "changes in use" restrictions specified in 24 CFR § 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 Agreement meet one or more of the CDBG Purposes.

7. Close-Outs. Subgrantee obligations to the County 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 CDBG Assets (including the return of all unused materials, equipment, Program Income balances, copies of transferred records, and receivable accounts to the County upon close-out or upon the County's request), determining the custodianship of records, and submitting final reports.

8. Source Documentation. All Subgrantee costs, expenditures, and obligations hereunder must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and Subgrantee

documents, or other documents showing in detail the nature of such costs and obligations.

9. Audits and Inspections. All Subgrantee records with respect to any matters covered by this Agreement shall be made available to the County, HUD, their designees, any third-party auditors, and any of the agencies of the Federal government or Colorado state government at any time during normal business hours, as often as the County or HUD 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 thirty (30) days after receipt by the Subgrantee. The Subgrantee further agrees to provide to the County, upon request, a copy of any Audit Reports pertaining to the Subgrantee's financial operations until the Reporting Termination Date. Failure of the Subgrantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

10. Access to Records.

    a. Access for Compliance. The Subgrantee shall, upon request and during normal business hours, provide full access to these books and records to the County, the Secretary of HUD or his or her designee, the HUD Office of Inspector General, and the General Accounting Office, so that compliance with Federal laws and regulations may be confirmed.

    b. Public Access. Subgrantee shall provide citizens with reasonable access to records regarding the past use of CDBG Funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

L. Right To Audit

1. <u>Cooperation</u> – The Subgrantee agrees to cooperate with the County fully and completely in any audit of the CDBG funds provided to the Subgrantee pursuant to this Agreement. If the County incurs legal expenses relating to an audit of the Subgrantee's expenditure of CDBG funds the Subgrantee agrees to pay the County's reasonable attorneys' fees and costs associated with such audit and/or any legal action in which the Subgrantee is alleged to have used the CDBG funds for the Subgrantee's ineligible expense.

2. Single Audit – If a Subgrantee expends $750,000 or more in federal awards during the Subgrantee's fiscal year, the Subgrantee shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507) and 2 CFR 200.501.

3. Election – A Subgrantee shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subgrantee may elect to have a program-specific audit if the Subgrantee expends federal awards under only one federal program (excluding research and development) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of County. A program-specific audit may not be elected for research and development unless all of the federal awards expended were received from County and County approves in advance a program-specific audit.

4. Exemption – If a Subgrantee expends less than $750,000 in federal awards during its fiscal year, the Subgrantee shall be exempt from federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the HUD, OIG, the State of Colorado, and the County.

5. Subgrantee Compliance Responsibility – Subgrantee shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. The Subgrantee shall prepare appropriate financial statements, including the schedule of expenditures of federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

M. Travel. The Subgrantee shall obtain written approval from the County for any travel outside the metropolitan area with CDBG Funds.

N. Grantor Recognition. The Subgrantee shall ensure recognition of the role of the County CDBG Funds in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement 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 Agreement.

O. Subcontracts. If subcontracts are authorized and used for this activity, the Subgrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Ownership of Documents. Drawings, specifications, guidelines, and any other documents prepared by Subgrantee in connection with this Agreement shall be the property of the County.

Q. Assignment of Copyrights. Subgrantee assigns to County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the right to: (a) reproduce the work; (b) prepare derivative works; (c) distribute copies to the public by sale, rental, lease, or lending; (d) perform the works publicly; and © to display the work publicly. Subgrantee waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

R. Conflict of Interest.

1. The Subgrantee agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in the services or property described herein, and the Subgrantee further agrees not to hire, pay, or contract for services of any official, officer, or employee of the County. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Subgrantee by placing the Subgran'ee's own interests, or the interest of any party with whom the Subgrantee has a contractual arrangement, in conflict with those of the County.

The Subgrantee and its employees, agents, consultants, officers, or appointed officers who exercise or have exercised any functions or responsibilities with respect to the Cou'ty's CDBG activities, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may not obtain a personal or financial interest in, or benefit from, this Agreement (except for the use of CDBG Funds to pay salaries and other related administrative or personnel costs), or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for themselves or those with whom they have family or business ties, during their tenure or for two years thereafter. Exceptions may only be made with written approval from the County and HUD pursuant to 24 CFR § 570.61

2. 1.

S. Anti-Nepotism. The Subgrantee shall not hire or subcontract with any person who is related to any other employee, subcontractor, or independent contractor of the

Subgrantee. The term related shall mean the spouse, domestic partner, brother, sister, mother, father, aunt, uncle, nephew, niece, or other blood relative.

T. Grant Close-Out Procedures. Upon the earlier of thirty (30) days after completion of any activity funded by CDBG funds and thirty (30) days after the Subgrantee's ceasing continuous participation in the CDBG program, the Subgrantee shall complete and file with the County a Project Completion Report.

U. Security Breaches and Personal Information:

1. If Subgrantee obtains personal identifying information, as that term is defined in Colorado Revised Statues ("C.R.S.") 24-73-101, from the County during the course of this Agreement, Subgrantee shall destroy or properly dispose of the information in a manner that is compliant with C.R.S. 24-73-101 when that information is no longer needed for the performance of this Agreement. Subgrantee shall also implement and maintain reasonable security procedures and practices that are appropriate to the nature of the personal identifying information obtained; and reasonably designed to help protect the personal identifying information from unauthorized access, use, modification, disclosure, or destruction.

In the event of a security breach, as defined in C.R.S. 24-72-103, that compromises computerized data that includes personal identifying information subject to this Agreement, Subgrantee shall notify the County of the security breach in the most expedient time and without unreasonable delay following discovery of the security breach, if misuse of personal identifying information about a Colorado resident occurred or is likely to occur; and cooperate with the County, including sharing with the County any information relevant to the security breach, except that such cooperation does not require the disclosure of confidential business information or trade secret

2. s.

2. **IV. Responsibilities of the County**A. Performance and Compliance Monitoring. The Cou'ty's supervisory and administrative obligations to the Subgrantee shall be limited to the performance of the administrative tasks necessary to make CDBG Funds available to the Subgrantee and to provide a CDBG Program Administrator, whose job it will be to monitor the various activities funded with CDBG Funds.

B. Administrative Control. The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the Subgrantee agrees that as to its Projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

C. Reporting to HUD. The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. Compliance with Federal, State and Local Law. The Subgrantee agrees to comply with all applicable Federal, state, and local laws and regulations governing the CDBG Funds provided under this Agreement. All responsibilities of the Subgrantee enumerated herein shall also be subject all applicable County ordinances, resolutions, rules, and regulations.

A. Federal Compliance. The Subgrantee shall comply with all applicable Federal laws, regulations, and requirements, and all provisions of the grant agreements received from HUD by the County. These include, but are not limited to, compliance with all rules, regulations, guidelines, and circulars promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG Program.

1. Environmental Review. This Subgrantee Agreement may be fully executed prior to the appropriate environmental review has been completed; however, the Subgrantee ***may not*** begin ***any physical activities*** on the Project and any expenses incurred by such will be at the responsibility of the Subgrantee. Doing so will result in immediate termination of this Agreement and CDBG funding will be reallocated. The Subgrantee agrees that no reimbursable expenses will be incurred for any activity before all environmental reviews by both the Subgrantee and the County have been completed, as required by 24 CFR Part 58, and this Subgrantee Agreement has been fully executed and provided to the Subgrantee. The Subgrantee does not assume the County's environmental responsibilities outlined in 24 CFR § 570.604, unless prior arrangements have been made between the Subgrantee and the County.

2. National Flood Insurance Program. No funds shall be expended under this Agreement for the purpose of either acquisition or construction activities within 100 - year floodplain area and floodway, as shown on the floodplain maps available through the Federal Emergency Management Agency, 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.

3. System for Award Management (SAM) Registration. The Subgrantee is required to enter organizational and financial information into the federal SAM database as required by 2 CFR Part 25. Compliance includes obtaining a Unique Entity Identifier (UEI) and successful entry or renewal of organizational information in the SAM database. The Subgrantee is required to submit complete organizational information into the SAM database before the Agreement can be fully executed.

4. Debarred Subgrantees and Contractors. 24 CFR 5.105(c) prohibits grantees from entering into contracts with debarred, suspended, or ineligible entities for the purposes of implementing the activity for which these funds have been

allocated. The Subgrantee shall maintain the currency of its information in the SAM database until the Subgrantee submits the final financial report required under the Agreement or receives final payment, whichever is later. Subgrantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information. If the Subgrantee is debarred or suspended anytime during the term of this Agreement, it must immediately notify the County. By signing this Agreement, the Subgrantee hereby certifies that it is not excluded, debarred, or disqualified by the federal government.

The Subgrantee further agrees, by accepting and executing this Agreement, that it will include this clause in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

5. Minimization of Displacement. Subgrantee shall assure that they have taken all reasonable steps to minimize the displacement of persons (families, individuals, businesses, nonprofit organizations, and farms) as a result of the Project pursuant to 24 CFR § 570.606.

6. Conditions for Religious Organizations. Pursuant to 24 CFR § 570 Part J, neither the County nor the Subgrantee shall obligate or expend any funds under this Agreement that will be used for religious activities or provided to primarily religious entities for any activities, including secular activities unless written approval is obtained from the County pursuant to 24 CFR §570.200(j). However, HUD funds may be contracted and/or committed to acquire housing from a primarily religious organization.

7. Political Activities. Political activities are prohibited under 24 CFR § 570.207(a)(3) Ineligible Activities. 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. The Subgrantee certifies that:

    a. No Federal 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 agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

    b. If any funds other than Federal 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 contract, the Subgrantee shall complete and submit the Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The Subgrantee 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 agreements and that all referenced shall certify and disclose accordingly.

8. Civil Rights.

   a. Nondiscrimination. The Subgrantee shall follow federal and state laws and regulations regarding employment discrimination. The Subgrantee will take affirmative action to ensure 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.

   b. Covenant Prohibiting Discrimination. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Agreement, 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. Such clauses and covenants will allow the County and the United States to enforce such covenants against discrimination. 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.

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

10. Occupational Safety and Health. Where employees of the Subgrantee 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 employees' health or safety.

11. Davis Bacon and Related Acts Compliance. Subgrantee shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on-site interviews with laborers. For CDBG-assisted projects, Davis-Bacon wage requirements apply to all construction and rehabilitation contracts exceeding $2,000, with the exception of projects involving the construction or rehabilitation of residential properties containing fewer than eight (8) units, which are exempt from Davis-Bacon requirements pursuant to 40 U.S.C. 3145 and HUD guidance at 24 CFR 570.603. Notwithstanding this exemption, all other applicable federal labor standards, including the Copeland Anti-Kickback Act, continue to apply regardless of unit count. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Copeland "Anti-Kickback" Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

12. Section 3 Clause. Section 3 of the Housing and Urban Development Act of 1968 applies to CDBG-assisted construction and rehabilitation contracts. Consistent with 24 CFR Part 75, Section 3 requirements apply to recipients and subrecipients that receive covered financial assistance exceeding $200,000, and to contractors and subcontractors receiving covered contracts exceeding $100,000. Where Section 3 applies, all contracts subject to the Section 3 requirements will include the following clause:

    a. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

    b. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

c. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with Part 75 of the regulations.

d. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor when the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

e. The contractor agrees to meet the requirements of 24 CFR 75.9, regardless of whether Section 3 language is included in any subcontracts.

f. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

13. Build America, Buy America. The Subgrantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee’s infrastructure project. Pursuant to HUD’s Notice, “Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance” (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver. Prior to initiating any procurement for infrastructure-related goods or materials under this Agreement, the Subgrantee shall consult the most current HUD BABA guidance and the SAM.gov waiver database to confirm whether any applicable general or project-specific waivers are in effect. The Subgrantee shall document its waiver review in its project files and notify the County immediately if a waiver is relied upon as the basis for any procurement decision. Because BABA waiver applicability may change during the Agreement Term, the Subgrantee shall repeat this review prior to each new procurement action. The County assumes no liability for procurement decisions made by the Subgrantee based on outdated or incorrectly interpreted waiver determinations.

14. 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 Subgrantee must adopt a written policy available to the public describing the relocation payments and assistance that will be provided.

B. State Law Compliance. All of the work performed under this Agreement by the Subgrantee shall comply with all applicable laws and regulations of the State of Colorado.

C. County Law Compliance. The Subgrantee shall also comply with all applicable ordinances, regulations, and resolutions of the County, including fire safety code regulations, and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

VI. Bonding; Insurance; Procurement.

A. Bonding (For Construction Activities).

1. If any portion of this Agreement is for construction activities in the amount of one hundred thousand dollars ($100,000) or more, the Subgrantee and/or its construction contractor shall provide the following:

    a. A bid guarantee in the amount of five percent (5%) of the Agreement price, and

    b. Per 2 CFR 200.427, a performance bond and a payment bond in the amount of one hundred percent (100%) of the contract price, with a corporate surety approved by the County and licensed to do business in the State of Colorado, said bonds to be released at the sole direction of the County.

B. Insurance (For Construction Activities).

3. The Subgrantee shall be required to maintain the insurance requirements provided in **Exhibit C – Insurance Levels for Contracts**, attached hereto and incorporated herein by reference. The Subgrantee shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Subgrantee's insurance coverage during the term of this Agreement.

4. Retaining Professionals; Professional Liability (Errors & Omissions). The County reserves the right to require the Subgrantee to hire licensed

professionals (such as architects, design engineers, CPAs) for all or any part of the activities that Subgrantee proposes to undertake with CDBG Funds. Where the Subgrantee hires a licensed professional, regardless of whether the County required the Subgrantee to hire the licensed professional, the Subgrantee must provide proof of professional liability coverage for such licensed professional. Liability insurance indemnifying for loss and expense resulting from errors, mistakes, or malpractice is acceptable written on a claims-made basis. The County may also require that proof of professional liability coverage be provided for up to two (2) years after the completion of a project.

5. 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.

6. Builder's Risk.

    a. The Subgrantee, prior to notice to proceed or commencement of work, agrees to ensure that any contractor hired to complete the work under this Agreement maintains Inland Marine Builder's Risk coverage to protect the interests of the County, the Subgrantee, the Subgrantee's contractor, sub-contractors, sub-subcontractors, architects, and design consultants; including property in transit, and property on or off-premises, that will become part of the building, building improvements, or project that is financed in whole or in part with CDBG Funds. Coverage will be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to one hundred percent (100%) of the projected completed value of the Project, as well as subsequent modifications of that sum. The Subgrantee agrees to maintain a wind and flood sub limit of not less than twenty-five percent (25%) of the projected completed value of the project. The Subgrantee agrees any flat deductible(s) shall not exceed TWENTY-FIVE THOUSAND DOLLARS ($25,000).

    b. The Subgrantee agrees to endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building built or improved with CDBG Funds in whole or in part is occupied or put to its intended use. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, or the building is accepted or insured.

    c. The Subgrantee agrees to be fully and solely responsible for any costs or expense as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insurance retention, or coverage exclusion or limitation.

d. The Subgrantee agrees to provide the County with Certificate(s) of Insurance that clearly evidence the Subgrantee's insurance contains the minimum coverage, limits, and endorsements set forth herein. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate(s) of Insurance.

7. Failure of the Subgrantee to obtain and/or maintain any required insurance shall not relieve the Subgrantee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Subgrantee concerning indemnification.

8. The Subgrantees is 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 it to the County. All subcontractors and sub-subcontractors are required to comply with the coverage and limit requirements outlined in this Agreement.

C. Insurance and Bonding (Non-Construction).

1. The Subgrantee shall be required to maintain the insurance requirements provided in Exhibit C, attached hereto and incorporated herein by reference. The Subgrantee shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Subgrantee's insurance coverage during the term of this Agreement.

2. In its discretion on a case-by-case basis, the County may reduce the amount of insurance required under this Section.

D. Procurement Standards and Methods.

1. Compliance. Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of the Project. Equipment purchases must have prior approval by the County before any expense is incurred. The Subgrantee shall comply with its own current policies concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policy as may be procured with funds provided herein.

2. OMB Standards. The Subgrantee shall procure materials in accordance with the requirements of 2 CFR 200.317 to 200.326, Procurement Standards, and shall subsequently follow 2 CFR 200.310 to 200.316, Property Management Standards, covering utilization and disposal of property.

E. If any of the said policies shall be, or at any time become, unsatisfactory to the County as to form or substance, or if the company issuing any such policy shall be or at any time becomes unsatisfactory to the County, the Subgrantee shall promptly obtain a new policy, submit the same to the County for approval and thereafter submit a Certificate(s) of Insurance as hereinabove provided.

F. Upon failure of the Subgrantee to furnish, deliver, and maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Subgrantee in obtaining and/or maintaining any required insurance shall not relieve the Subgrantee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Subgrantee concerning indemnification.

VII. Miscellaneous Provisions.

A. Indemnification. The County cannot, and by this Agreement does not, agree to indemnify, hold harmless, exonerate, or assume the defense of the Subgrantee or any other person or entity whatsoever, for any purpose whatsoever. Unless Subgrantee is a local government or a unit of local government, in which case the following does not apply, the Subgrantee shall to the extent permitted by law defend, indemnify, and hold harmless the County, its commissioners, officials, officers, directors, agents, and employees from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising from this Agreement; provided, however, that the Subgrantee need not indemnify or save harmless the County, its officers, agents, and employees from damages resulting from the sole negligence of the County's commissioners, officials, officers, directors, agents, and employees. Unless Subgrantee is a local government or a unit of local government, in which case the following does not apply, the Subgrantee also agrees to the extent permitted by law defend and hold harmless the County with respect to any and all claims and losses caused by its failure to comply with the CDBG Program requirements or the requirements of applicable Federal, state, and local law.

B. No Waiver of Governmental Immunity. The Parties understand and agree that the Parties, their elected officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 through 120, as may be amended or otherwise available to the Parties.

C. Governing Law; Venue. This Agreement shall be deemed to have been made and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Adams, State of Colorado. Subgrantee expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or Federal.

D. Severability. In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of this Agreement, it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

E. No Third Party Beneficiaries. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Subgrantee, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

F. Disallowance. If it is determined by HUD or other Federal agency that the expenditure, in whole or in part, for the Subgrantee's project or activity was improper, inappropriate, or ineligible for reimbursement, then the Subgrantee shall reimburse the County to the full extent of the disallowance.

G. Independent Contractor. Nothing contained in this Agreement 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 Agreement. The County 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 C.R.S. § 8-40-202(2)(b)(IV), Subgrantee understands that Subgrantee and Subgrantee's employees/agents are not entitled to workers' compensation benefits from the County. Subgrantee further understands that to the extent applicable Subgrantee is solely obligated for the payment of Federal and state income tax on any moneys earned pursuant to this Agreement.

H. Non-Appropriations Clause. This Subgrantee Agreement involves funds from a Federal grant. The Subgrantee shall include in every contract it enters, which relies upon CDBG Funds for funding, a non-appropriation clause that will protect itself and the County from any and all claims, demands, suits, actions, or proceedings of any kind or nature whatsoever which might result from the discontinuance of CDBG funding for any reason. To the extent there is a conflict with the funding provisions of this Subgrantee Agreement, the Federal grant and the Federal statutes control, rather than the provisions of C.R.S. § 24-91-103.6.

I. Amendments.

1. No Project, nor the amount allocated therefore, may be changed without concurrence by the County and acceptance of the revised Annual Action Plan by HUD, if required. Changes must be requested by the County or the Subgrantee in writing and may not begin until an amendment to this Agreement is fully executed. There may also be addenda issued that periodically updates regulations governing this Project.

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

3. The County may, in its discretion, amend this Agreement 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 Project, such modifications will be incorporated only by written amendment signed by both the County and Subgrantee..

J. Modification or Waiver of Certain Agreement Provisions. Notwithstanding the provisions contained in this subsection, the County reserves the right to modify or waive said provisions for projects or activities for which these provisions would prove prohibitive. The Subgrantee understands, however, that the decision to waive or modify those provisions is fully within the discretion of the County.

K. Suspension or Termination. This Agreement may be suspended or terminated by the County if the Subgrantee materially fails to comply with any term of this Agreement, the provisions of 2 CFR § 200.340 (Termination), or Colorado common law. This Agreement may also be terminated by the County with or without cause, consistent with 2 CFR § 200.340 and 2 CFR § 200.341 (Notification of Termination), by giving written notice to the Subgrantee of such termination and specifying the effective date of such termination. In cases of termination for cause, the County shall provide the Subgrantee a reasonable opportunity to cure the non-compliance prior to termination, where practicable, in accordance with 2 CFR § 200.340(a)(1). Notwithstanding the above, the Subgrantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by Subgrantee.

L. Subgrantee Debar. The County may also debar a Subgrantee if Subgrantee materially fails to comply with any terms of this Agreement, or with any of the rules, regulations, or provisions referred to herein. In the event there is probable cause to believe the Subgrantee is in non-compliance with any applicable rules or regulations, the County may withhold up to fifteen percent (15%) of said CDBG Funds until such time as the Subgrantee is found to be in compliance by the County or is otherwise adjudicated to be in compliance.

M. Breach of Contract.

1. Remedies. Administrative, contractual, and legal remedies may be implemented in instances of breach of contract, including sanctions and penalties.

2. Attorney's Fees. If the County uses counsel to enforce its rights under any section or subsection of this Agreement, the Subgrantee will pay all of the County's reasonable attorney's fees, regardless of whether the County uses outside counsel or the office of the County Attorney. If the County uses the office of the County Attorney, the Subgrantee will pay the County Attorney at his or her market hourly in the downtown Denver, Colorado market, with due regard for the County Attorney's experience, credentials, and seniority as a member of the bar.

N. Notices. All applicable invoices, statements, notices, inquiries, and replies shall be addressed and served upon the respective representatives at the addresses below. Said notices shall be delivered personally during normal business hours to the appropriate office below, or by prepaid first class U.S. mail, via facsimile, via email, or other method authorized in writing by the Parties. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The Parties may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification. The following individuals are designated for the purposes of this Agreement as representatives of the County and the Subgrantee (or their successors or assigns), respectively:

To the County:

Melissa Scheere
Housing Policy & Community Investments Manager
4430 South Adams County Parkway
1st Floor, Suite W2000A
Brighton, CO 80601
Phone: (720) 523-6210
Email: mscheere@adamscountyco.gov

To the Subgrantee:

Amanda Peterson
Director of Parks, Recreation & Culture
11701 Community Center Drive, Northglenn, CO 80233
Phone: 303-450-8950
Email: apeterson@northglenn.org

[Signature Pages Follow]

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

ATTEST:	**SUBGRANTEE**
By: ____________________________ City Clerk	By: ________________________________
	Title: ______________________________
	Date: _______________________________

ADAMS COUNTY

By: ___________________________
Chair

Date: __________________________

ATTEST

____
Adams County, CO

Approved to Form:

____
County Attorney's Office

EXHIBIT A
SCOPE OF SERVICES

SUBAWARD INFORMATION

The following information is provided pursuant to 2 CFR 200.331(a)(1):

- Agreement Number: 13147
- Federal Award Identification: Community Development Block Grant
- Federal Award Identification Number (FAIN): B-20-UC-08-0001, B-21-UC-08-0001, B-22-UC-08-0001, B-23-UC-08-0001, B-24-UC-08-0001
- Unique Entity Identifier Number: KYS1MDCDTLC1
- Assistance Listing Number: 14.218
- Federal Award Date: 3/12/21 (FY20), 9/13/21 (FY21), 11/03/22 (FY22), 9/22/23 (FY23), 11/20/24 (FY24)
- Subaward Period of Performance: Effective Date - September 30, 2028
- Federal Awarding Agency: United States Department of Housing & Urban Development
- Name of Pass-Through Entity: Adams County, Colorado
- Contact Information for Pass-Through Entity: Housing Policy & Community Investments Division, (720) 523-6200
- Award is for Research & Development (R&D): No
- Indirect Cost Rate for Federal Award: N/A

EXHIBIT A
SCOPE OF SERVICES

Jurisdiction/Organization:	City of Northglenn
Project Name:	Odell Barry Park
Project Manager:	Amanda Peterson, Director of Parks, Recreation & Culture
Program Year:	2025
Start Date:	Effective Date
End Date:	September 30, 2028

PROGRAM AND PRIORITIES	
DESCRIPTION: Narrative is required. Please elaborate to fully describe your proposal and how the funds would be spent if awarded.	**Narrative:** Odell Barry Park will transform a vacant 6.3-acre site into Northglenn's first new community park in more than 20 years, serving approximately 6,000 residents in one of the city's most underserved neighborhoods. Named in honor of Northglenn's first Black mayor and longtime recreation advocate, the park will feature inclusive play, ADA-accessible trails, outdoor fitness, gathering spaces, and sustainable landscaping. This project will expand equitable access to parks, promote health and wellness, and create a lasting community asset for future generations.

PERFORMANCE MEASUREMENTS	
OBJECTIVES: **Choose one** of the following three HUD objectives that best describes the purpose of your proposal and elaborate on how you propose to meet the objective you select. • Low-to-Moderate Income Benefit • Reduce Slum/Blight • Urgent Needs	**Objective:** Low-to-Moderate Area Benefit **Narrative:** Odell Barry Park is located within a qualifying low-to-moderate income area and will directly benefit approximately 6,000 nearby residents by providing equitable access to safe, high-quality parks and recreation. The project expands opportunities for physical activity, community gathering, and outdoor recreation in an underserved neighborhood, improving quality of life and addressing a longstanding gap in access to public open space.

OUTCOMES: **Choose one** of the following three HUD outcomes that best describes the result you hope to achieve with your proposal and elaborate on how you expect to meet the outcome you selected in the narrative. • Availability/Accessibility • Affordability • Sustainability	**Outcome:** Availability/Accessibility **Narrative:** Odell Barry Park will provide a fully ADA-accessible community park designed for people of all ages and abilities. Accessible trails, inclusive play features, outdoor fitness equipment, seating areas, and safe pedestrian connections will ensure the park is welcoming and usable for everyone. Located within a 10-minute walk for approximately 6,000 residents, the project significantly improves access to parks and recreation in an underserved area.
INDICATORS: List any indicators that can be used to measure accomplishments, such as the examples listed below. **Examples:** • Funds leveraged • # of persons, households or businesses assisted • Income levels of persons or households • Race, ethnicity, and disability data for clients • Units constructed or acquired • Services provided	**Indicators:** Number of households assisted - Odell Barry Park will serve thousands of residents living within walking distance of the site, providing new recreational opportunities to an estimated 6,000 residents in a low-to-moderate income neighborhood. The park will benefit hundreds of surrounding households by delivering safe, accessible, and free public open space that supports health, wellness, and community connection for current and future generations.

PERFORMANCE MEASUREMENTS (CONTINUED)	
MEASUREMENT OF INDICATORS: List the tools you will use to measure the project outcome, such as the examples listed below. **Examples:** • Census data • Resident survey • Sign-in sheets • Client intake form	**Measurements:** The measurement for each indicator is listed below. • Census data Odell Barry Park is located within a qualifying low-to-moderate income Census tract, where census data demonstrates a significant concentration of income-qualified households. The project uses this data to target investment in an underserved area, ensuring public resources are directed to residents with the greatest need for equitable access to parks, recreation, and community amenities.

EXHIBIT B
BUDGET & LEVERAGING

EXHIBIT C
INSURANCE LEVELS FOR CONTRACTS

1. The Subgrantee agrees to procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will include coverage for explosion, collapse and underground hazards. The policy will contain a severability of interests provision.

(c) Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence with respect to each of Subgrantee's owned, hired and non-owned vehicles assigned to or used in performance of the services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance Coverage in an amount not less than One Million Dollars ($1,000,000.00), and Subgrantee shall maintain such coverage for at least two (2) years from the termination of this Agreement.

2. The required Commercial General Liability and Commercial Automobile Liability policies will be endorsed to include Adams County as a Certificate Holder and name Adams County, its officers and employees as additional insured. The required Workers' Compensation policy will be endorsed to include Adams County as a Certificate Holder. Adams County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

3. The certificates of insurance will be attached to this Agreement as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect. The completed certificates of insurance and any notices, within twenty (20) days of cancellation, termination, or material change will be sent to:

Adams County
Risk Management
4430 South Adams County Parkway
Brighton, CO 80601

4. The Subgrantee will not be relieved of any liability, claims, demands, or other obligations assumed by its failure to procure or maintain insurance, or its failure to procure or maintain insurance in sufficient amounts, durations, or types.

5. Failure on the part of the Subgrantee to procure or maintain policies providing the required coverage, conditions and minimum limits will constitute a material breach of contract upon which Adams County may immediately terminate this Agreement.

6. The Parties understand and agree that Adams County is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq. as from time to time amended, or otherwise available to Adams County, its officers, or its employees.

EXHIBIT D

INDIRECT COST RATE SELECTION

Subrecipient/Organization: City of Northglenn

Project: Odell Barry Park

Funding Source and Year: B-20-UC-08-0001, B-21-UC-08-0001, B-22-UC-08-0001, B-23-UC-08-0001, B-24-UC-08-0001

Indirect cost is allowable under this program as described in 2 CFR Part 200. Indirect costs are expenses incurred by an organization that are not readily identifiable or directly related to a specific program or project but are necessary for the operation of the organization and for the performance of the programs and projects. These costs may include general and administrative costs, the costs of operating and maintaining facilities, fringe benefits, the salaries and expenses of executive officers, personnel administration, and legal or accounting staff that support the project. The indirect cost rate cannot be applied to equipment, capital expenditures, rent costs, tuition remission, or participation support, or any subcontract in excess of $25,000. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both.

The subrecipient shall use this form to choose whether to use an indirect cost on the project or waive the indirect cost rate. Organizations that choose to use an indirect cost rate may either use the rate on their negotiated indirect cost rate agreement with the federal government or the de minimis indirect cost rate of 10% of the modified total direct costs, subject to the requirements of 2 C.F.R. § 200.

Check the boxes that apply to this project:

- [x] Our organization, as the Subrecipient, will not use an indirect cost rate on this project.
- [ ] Our organization, as the Subrecipient, will use an indirect cost rate on this project. The rate used will be:
  - [ ] 10% de minimis indirect cost rate of the modified total direct costs.
  - [ ] The organization's federal negotiated cost rate as stated in the indirect cost rate agreement. Please provide a fully executed copy of your organization's negotiated indirect cost rate agreement between your entity and the federal government with this form. Subrecipients in the process of applying for a negotiated cost rate agreement may submit the temporary negotiated cost rate agreement.

How Indirect Cost Rates Will Be Applied

Indirect costs rates will be applied to the Modified Total Direct Costs (MTDC). MTDC includes direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, up to the first $25,000 of this grant award. It excludes equipment, capital expenditures, charges for rent, tuition remission, and participants support cost.

As with all other expenditures to be reimbursed by a federal grant, the direct costs used for the base to calculate the indirect cost rate must be allowable, reasonable, allocated properly, treated consistently and well documented through invoices, timesheets, activity logs, etc.

To use an indirect cost rate on federal funds, the indirect cost rate must be listed in the grant agreement.