




PLANNING & DEVELOPMENT MEMORANDUM
#29-2024

DATE: Aug. 12, 2024

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Heather Geyer, City Manager 
Jason Loveland, Deputy City Manager 

FROM: Brook Svoboda, Director of Planning & Development 

SUBJECT: CR-134 – CDBG Urban County IGA FY 2025-2027 Amendment

PURPOSE

To consider CR-134, a resolution approving an Intergovernmental Agreement (IGA) with Adams County for the conduct of the Community Development Block Grant (CDBG) Program.

BACKGROUND

The US Department of Housing and Urban Development (HUD) recently reviewed the existing CDBG Urban County IGA and has required non-substantive amendments.

The CDBG Urban County IGA manages the allocations of Adams County CDBG funds amongst County municipalities under a population of 50,000. Each community receives a pro-rata share of CDBG funds based on population. Northglenn has averaged approximately \$250,000 per year. The City's allocation for the last several years has gone to the Minor Home Repair Grant Program. It provides grants of up to \$25,000 for home repairs to income-qualified Northglenn homeowners.

Attached is a redlined version of the proposed changes. The adopting resolution contains a clean version of this document.

BUDGET/TIME IMPLICATIONS

There are no financial or time impacts to the City.

STAFF RECOMMENDATION

Staff recommends approval of CR-134.

STAFF REFERENCE

If Council Members have any questions, please contact Brook Svoboda, Director of Planning & Development, at bsvoboda@northglenn.org or 303.450.8937.

ATTACHMENT

1. Redlined Version of IGA

CR-134 – CDBG Urban County IGA FY 2025-2027 Amendment
Amended and Restated IGA

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
WITH ADAMS COUNTY FOR THE CONDUCT OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“COUNTY AMENDED AGREEMENT”) is made and entered into this ____ day of _____, 2024, between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS (“COUNTY”), a political subdivision of the STATE of COLORADO, located at 4430 South Adams County Parkway, Brighton, Colorado, 80601-8205; and City of Brighton a home-rule municipality, located at 500 S. 4th Avenue, Brighton, Colorado 80601; City of Northglenn, a home -rule municipality, located at 11701 Community Center Drive, Northglenn, CO 80233, the City of Federal Heights, a home -rule municipality, located at 2380 W. 90th Avenue, Federal Heights, Colorado 80260; and the Town of Bennett, a home -rule municipality, located at 207 Muegge Way, Bennett, Colorado 80102 (individually “URBAN COUNTY MEMBER”, collectively “URBAN COUNTY MEMBERS”). The COUNTY and the URBAN COUNTY MEMBERS may be referred to collectively as “PARTIES,” and individually as “PARTY.”

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RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as amended (“CDBG Program”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”) and funded annually through the Community Development Block Grant (“CDBG”); and the HOME Investment Partnerships Program (“HOME”) enacted under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act which activities and programs are administered by HUD, collectively referred to as “Programs”; and

WHEREAS, the primary objective of the Programs is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low- and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Programs; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an Urban County, and submit to HUD an annual request for funding in the form of a ~~Consolidated~~ Consolidated Plan (“Con Plan”) or an Annual Action Plan (“AAP”); and

WHEREAS, Adams County has qualified as an Urban County since Federal fiscal year (“FY”) 1986 and has requalified every three (3) years thereafter; and

WHEREAS, eligible cities and units of local government within Adams County must enter into an intergovernmental or cooperative agreement, and may thereby be included in the Urban County's CDBG Program. Eligible cities include the Cities of Brighton, Federal Heights, Northglenn, Town of Bennett, and Adams County (unincorporated areas) ("Urban County"); and

WHEREAS, participation in the Urban County automatically engages participation in the HOME program under the Adams County HOME Consortium; and

WHEREAS, it is recognized that the COUNTY does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of each of the URBAN COUNTY MEMBERS and, therefore, its ability to conduct the CDBG Program within the boundaries of URBAN COUNTY MEMBERS is limited. Accordingly, in order for the URBAN COUNTY MEMBERS to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG and HOME Program funds, CDBG regulations require that the URBAN COUNTY MEMBERS and the COUNTY enter into a cooperation agreement wherein the URBAN COUNTY MEMBERS authorize and agree to cooperate with the COUNTY to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of each of the URBAN COUNTY MEMBERS, as may be approved and authorized in the COUNTY's annual grant agreements with HUD; and

WHEREAS, HUD has determined that the COUNTY is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted the COUNTY pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, the COUNTY and each of the URBAN COUNTY MEMBERS are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each; ~~and~~

WHEREAS, the COUNTY and URBAN COUNTY MEMBERS have determined that it would be mutually beneficial and in the public interest to enter into ~~this Agreement~~ an intergovernmental agreement; and,

WHEREAS, HUD required non-substantive amendments to the Intergovernmental Agreement date June 15, 2021 ("Original Agreement"), for the requalification period for FY 2025, 2026, and 2027 to align the Original Agreement with the Urban County Qualification Notice for FY 2025-27 and so the PARTIES wish to amend and restate the Original Agreement through this Amended Agreement.-

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, the COUNTY and the URBAN COUNTY MEMBERS agree as follows:

I. TERM OF THE AGREEMENT

- A. This Amended Agreement covers the CDBG and HOME programs. The initial term for the Original Agreement covered The three (3) the FYs 2022, 2023, and 2024. This Amended Agreement term covered applies by this Amended Agreement and by starting with the Urban County qualification period is for FY 2022~~5~~, 2023~~6~~, and 2024~~7~~, and applies to the subsequent FYs that are automatically renewed under the automatic~~ly~~ renewal provisions. Funding for this Amended Agreement is based on the FY, which begins October 1 and ends September 30 of the following year.
- B. Further, funds allocated from HUD to the COUNTY are expended and granted based the COUNTY'S defined program year, or October 1-September 30. The initial term of ~~this Amended~~the Original Agreement ~~shall be~~was for three (3) program years, beginning **October 1, 2022**, and ending **September 30, 2025**. Program years may be adjusted at any time by the COUNTY with written notice provided to the URBAN COUNTY MEMBERS individually.
- C. The URBAN COUNTY MEMBERS understand they may each individually receive a formula allocation under the HOME Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, the URBAN COUNTY MEMBERS cannot form a HOME Consortium with other local governments. Additionally, the URBAN COUNTY MEMBERS may receive a formula allocation under the Emergency ~~Shelter~~Solutions Grant (ESG) Program only through the Urban County.
- D. This Amended Agreement shall automatically be renewed for additional three (3) year terms unless any PARTY provides written notice that it elects not to participate in a new, or next, qualification period. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY shall provide notice to each of the URBAN COUNTY MEMBERS of their individual rights not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Amended Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Amended Agreement, which shall be mutually agreed upon and executed by all PARTIES hereto and submitted to HUD.
- E. The PARTIES agree that they will adopt any amendment to ~~this Amended~~e Agreement incorporating changes necessary to meet the requirement for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three (3)-year Urban County qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice.

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F. This Amended Agreement shall remain in effect until the CDBG and HOME funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and neither the COUNTY and nor any URBAN COUNTY MEMBERS can terminate or withdraw from the Amended Agreement while it remains in effect. Rules and regulations to qualify or re-qualify as an Urban County are published annually by HUD through an official Urban County Qualification Notice.

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II. RESPONSIBILITIES OF THE URBAN COUNTY MEMBERS

- A. **URBAN COUNTY MEMBERS and COUNTY Cooperation.** Each URBAN COUNTY MEMBER will cooperate and work with the COUNTY in the preparation of detailed projects and other activities to be conducted or performed within the boundaries of each URBAN COUNTY MEMBER during the FYs in which this Amended Agreement is in effect. Each URBAN COUNTY MEMBER will also cooperate with the COUNTY, and the COUNTY will cooperate with the URBAN COUNTY MEMBER, to undertake or assist in undertaking essential community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in the COUNTY's Con Plan or AAP. The URBAN COUNTY MEMBER understands and agrees, however, that the COUNTY shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Each URBAN COUNTY MEMBER shall cooperate fully with the COUNTY in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the COUNTY to undertake or assist in undertaking essential community development and housing assistance activities within the URBAN COUNTY MEMBER as may be approved and authorized in the COUNTY's CDBG Plans, Agreements and/or Contracts, including the AAP and/or Con Plan.
- B. **Delegation of Administrative and Supervisory Control.** Each URBAN COUNTY MEMBER acknowledges that the COUNTY is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program. However, to the extent authorized by law, the COUNTY hereby delegates to each URBAN COUNTY MEMBER responsibility for the supervision, administration, and expenditure of any funds it is allocated pursuant to this Amended Agreement. Each URBAN COUNTY MEMBER hereby expressly agrees to independently supervise, administer, and spend such funds in compliance with this Amended Agreement, project specific Agreements and/or Contracts, and the AAP and/or Con Plan.
- C. **Project Applications and Timelines.** Each URBAN COUNTY MEMBER shall submit to the COUNTY, no less frequent than annually, a formal application or proposal, including a timeline and budget for each project or activity. The application will be due pursuant to the COUNTY's established application timeline. The project or activity shall commence

when the COUNTY provides written notification to each URBAN COUNTY MEMBER of proposal/project/activity approval and authorization by the COUNTY and/or HUD and a fully executed Subgrantee or Subrecipient Agreement.

The COUNTY will review all proposed CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

- D. **Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), each URBAN COUNTY MEMBER is subject to the same requirements applicable to “subrecipients or subgrantees,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, the COUNTY shall use Subrecipient or Subgrantee Agreements for all projects administered on behalf of each URBAN COUNTY MEMBER and shall notify the URBAN COUNTY MEMBER of individual project and/or activity COUNTY approvals.
- E. **Non-Appropriation Clauses.** Each URBAN COUNTY MEMBER agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of COUNTY General funds.
- F. **Accounting Standards.** Each URBAN COUNTY MEMBER's financial management system shall comply with the standards specified in 2 CFR 200 or superseded regulations. In addition, each URBAN COUNTY MEMBER agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- G. **Small Cities or State CDBG Program.** Each URBAN COUNTY MEMBER understands that while this [Amended](#) Agreement is in effect it may not apply for grants under the “Small Cities” or State CDBG Programs for the Federal fiscal years during which it is participating in the Urban County’s CDBG Program.
- H. **Requests for Additional Funding.** Pursuant to CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.504, Each URBAN COUNTY MEMBER shall fully expend all CDBG funds prior to requesting any additional funding from the COUNTY. If an URBAN COUNTY MEMBER terminates its participation in the Urban County, any CDBG Program funds received by that URBAN COUNTY MEMBER thereafter shall be returned to the COUNTY, unless the URBAN COUNTY MEMBER has become an “Entitlement Grantee” and the COUNTY agrees to permit the use of the funds by the URBAN COUNTY MEMBER solely for the purposes permitted under the CDBG Regulations governing Entitlement Grantee programs.

I. **Compliance With Local Laws.** All responsibilities of each URBAN COUNTY MEMBER enumerated herein shall be subject to applicable State statutes and regulations and the individual ordinances, resolutions, and rules and regulations of each URBAN COUNTY MEMBER insofar as they apply to projects or activities located within the boundaries of each URBAN COUNTY MEMBER.

J. **Additional Stipulations.** An URBAN COUNTY MEMBER may not sell, trade, or otherwise transfer all or any portion of funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.

K. **Certifications.** URBAN COUNTY MEMBERS and the COUNTY hereby incorporate by reference the Certifications made by the URBAN COUNTY MEMBERS in Exhibit I attached hereto.

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III. RESPONSIBILITIES OF THE COUNTY

A. **Administrative Oversight.** The COUNTY, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds allocated to each URBAN COUNTY MEMBER hereunder. As such, it is responsible for ensuring that all funds allocated to each URBAN COUNTY MEMBER are expended in accordance with the AAP and Con Plan, all agreements and/or contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Amended Agreement. It is the intent of the COUNTY to exercise only that degree of administrative and supervisory control concerning the projects and activities occurring within each URBAN COUNTY MEMBER as necessary to comply with such requirements and in accordance with the provisions of this Amended Agreement.

B. **Distribution of Funds.** The distribution of CDBG funds between the COUNTY and each URBAN COUNTY MEMBER shall be determined as follows:

1. **Administrative Allocation.** The COUNTY shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to the COUNTY for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of the COUNTY for the purposes of carrying out the CDBG Program.
2. **Allocations to URBAN COUNTY MEMBERS.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to each URBAN COUNTY MEMBER based on an analysis of the percentage that each URBAN COUNTY MEMBER's population and low-income population represents in comparison to the total population of the Urban County. This formula will reflect the

information provided in the most recent decennial United States Census and will be updated periodically as Census data is updated.

3. **National Objective.** CDBG National Objectives require that at least seventy percent (70%) of CDBG funds utilized must principally benefit low- and moderate-income residents. The COUNTY and each individual URBAN COUNTY MEMBER agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy percent (70%) of their funds toward projects or activities that principally benefit low- ~~and moderate-income~~ and moderate-income residents. In preparing applications for funding, each URBAN COUNTY MEMBER shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.
4. **Community Service Activities Spending Cap.** Each URBAN COUNTY MEMBER agrees that no more than fifteen percent (15%) of its annual allocation hereunder may be spent on community service activities, pursuant to CDBG Regulations, 24 C.F.R. Chapter 3, Subtitle B, Chapter V, Part 570.201(e). No carry-over of community service activities will be allowed. Community service activities funds not fully expended within the specified timeframe must be recaptured and reprogrammed as part of the next annual funding cycle.
6. **Reallocation of Funds.** If, for any reason, an URBAN COUNTY MEMBER cannot comply with any applicable Federal laws and regulations, the funds for which that particular URBAN COUNTY MEMBER was eligible under this Amended Agreement shall not be paid to that URBAN COUNTY MEMBER and shall be reallocated to the County to appropriate reallocation.

Unobligated or unexpended funds not used by each URBAN COUNTY MEMBER shall be transferred to the allocation formula for redistribution after two (2) consecutive years of no identified projects.

7. **Non-Use of Funds.** PARTIES agree each individual URBAN COUNTY MEMBER may elect not to apply for the funds for which it is eligible, in which case such funds shall be reallocated to the Urban County to reallocate as it deems appropriate.

IV. MUTUAL RESPONSIBILITIES

- A. **Compliance With Federal Laws and Regulations.** The PARTIES shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by the COUNTY. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules,

guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of 1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of any URBAN COUNTY MEMBER shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The PARTIES shall take all actions necessary to assure compliance with the COUNTY's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The PARTIES must also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

- B. **Governmental Immunity.** The PARTIES are all "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this ~~Agreement~~ Amended Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.
- C. **Fair Housing.** The COUNTY is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Each URBAN COUNTY MEMBER agrees not to take any actions pursuant to funding it receives under this Amended Agreement that would result in the COUNTY being in noncompliance with its Fair Housing Certification. Each URBAN COUNTY MEMBER acknowledges that noncompliance by the URBAN COUNTY MEMBER may constitute noncompliance by the COUNTY, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with the County's Fair Housing Certification.
- D. **Reporting.** Each URBAN COUNTY MEMBER will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the COUNTY and HUD. This includes providing to the COUNTY information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts.

The COUNTY shall be responsible for confirming the compliance of each of the projects within the boundaries of each URBAN COUNTY MEMBER with applicable Federal laws and regulations. The COUNTY shall further be responsible for maintaining proper documentation of the COUNTY's administrative expenses and for determining that all necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

- E. **Support of Nonprofit Organizations.** The COUNTY recognizes nonprofit organizations as being valuable partners in addressing the needs of low- and moderate-income citizens. Each URBAN COUNTY MEMBER is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or within its boundaries. CDBG funds are limited to fifteen percent (15%) annually for community service activities. CDBG funds should supplement activities above and beyond what local TOWN funds normally support; they are not meant to displace use of local support.
- F. **Termination.** This Amended Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.
- G. **Citizen Participation Plan.** The PARTIES agree to follow the COUNTY's Citizen Participation Plan regarding public engagement for projects carried out under the CDBG Program.
- H. **Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity and effect of this Amended Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.
- I. **Modification.** This Amended Agreement contains the entire understanding of the Parties and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived, except by instrument in writing signed by all Parties.
- J. **Execution in Counterparts.** This Amended Agreement may be executed in any number of counterparts and the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the COUNTY and the URBAN COUNTY MEMBER have duly executed this Amended Agreement, which shall become effective as of the latest date written below.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Chair

Date

ATTEST:

CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

**CITY OF BRIGHTON
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

City Attorney

**CITY OF NORTHGLENN
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

Attorney

**CITY OF FEDERAL HEIGHTS
ADAMS COUNTY, COLORADO**

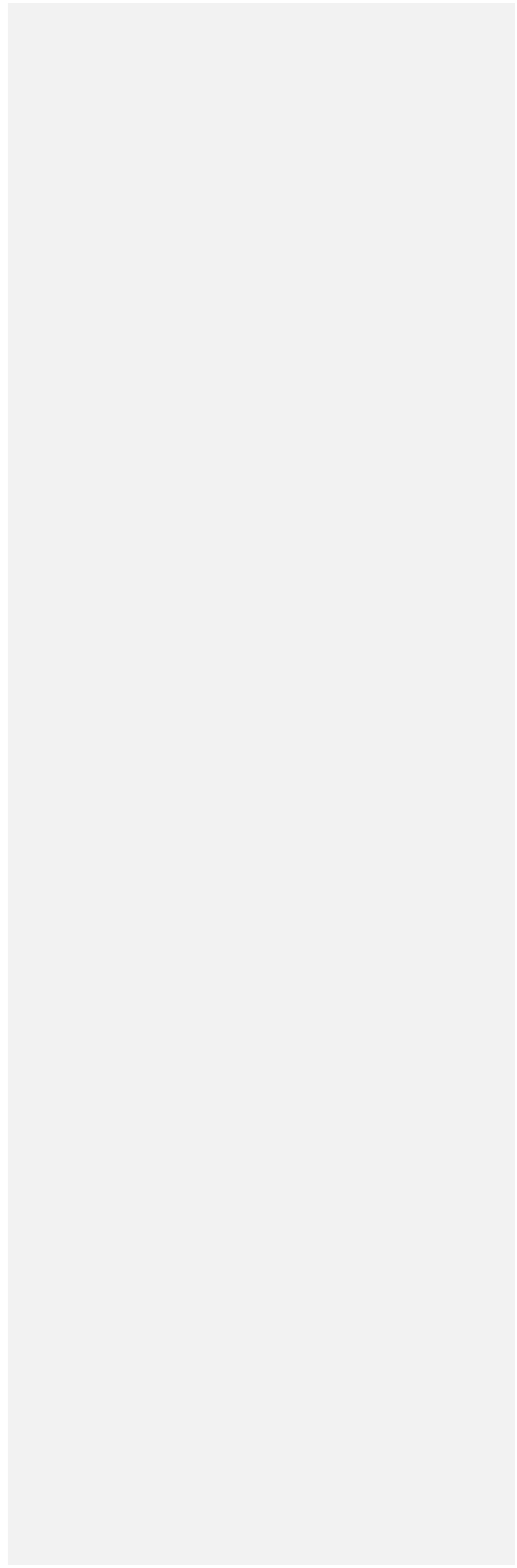
Date

ATTEST:

APPROVED AS TO FORM:

Clerk

Attorney



**TOWN OF BENNETT
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

Attorney

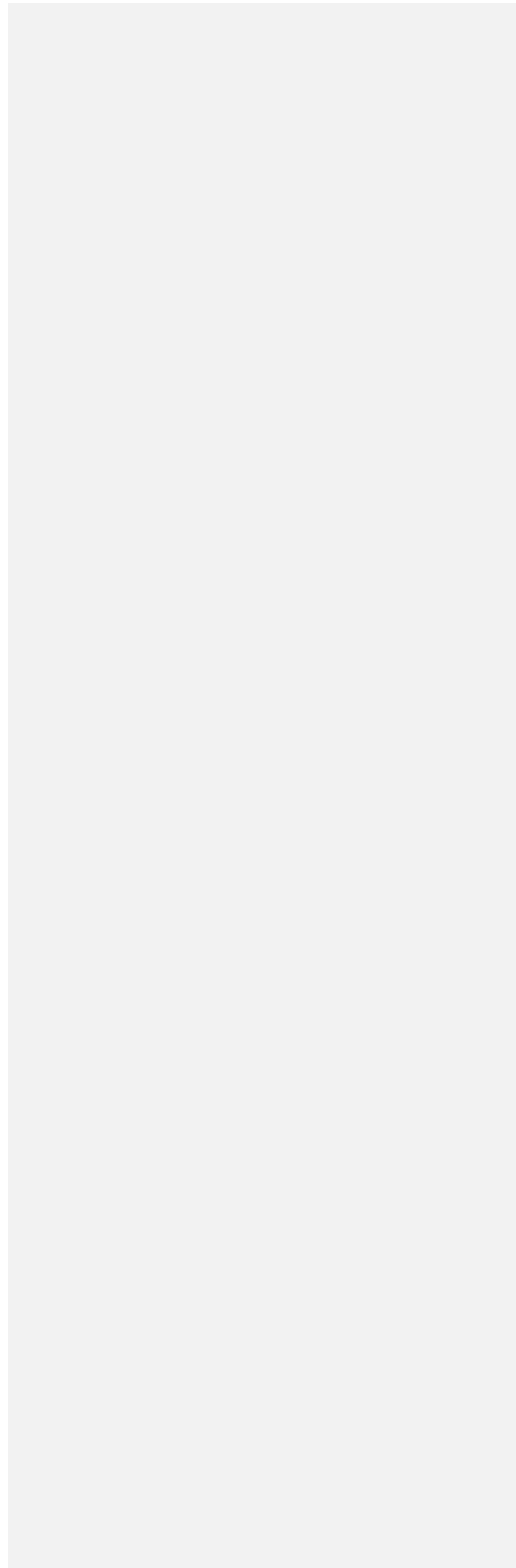


EXHIBIT 1
CERTIFICATIONS

Each URBAN COUNTY MEMBER certifies that:

- a. It possesses legal authority to make a grant request, and to execute a community development and housing program, and to contract with Adams County for such assistance.
- b. Its governing body will duly adopt or pass as an official act, a resolution, motion or similar action authorizing the person identified as its Official Representative to submit funding proposals and all understandings and assurances contained therein, and directing and authorizing the person identified as the Official Representative to act in connection with the submission of proposals and to provide such additional information as may be required.
- c. CDBG funds/projects/programs will be conducted and administered in compliance with:
 1. Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352; 2 U.S.C. § 2000d *et seq.*);
 2. Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284; 42 U.S.C. § 3601 *et seq.*); and
 3. Federal Fair Housing Requirements.
- d. It has adopted and is enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- e. It will develop proposals of projected use of funds in which at least seventy percent (70%) of the funds are utilized on activities or projects that principally benefit low- and moderate-income families. Remaining funds may be used on activities or projects that address other National Objectives, in compliance with HUD requirements, including activities or projects that eliminate slum or blight, as identified in a HUD-approved Slum/Blight Plan, or projects that meet an urgent need, as defined by HUD.
- f. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 206 of the Act or with amounts resulting from guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 1. Funds received under Section 108 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, it certifies to the Secretary that it lacks sufficient funds received under Section 108 of the Act to comply with the requirements of subparagraph (1) above.

- g. When appropriate for its projects or activities under this Amended Agreement, it will comply with Section 570.608 requirements for notifications, inspections, testing, and abatement procedures concerning lead-based paint.
- h. It will comply with the other provisions of the Act and with other applicable laws.
- i. It agrees to administer, in good faith, a policy designed to ensure that the activities and facilities are free from illegal use, possession, or distribution of drugs and alcohol by its beneficiaries and follows drug-free workplace policies.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER’S RESOLUTION

RESOLUTION NO.

No. CR-134
Series of 2024

Series of 2024

A RESOLUTION APPROVING THE AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BETWEEN THE ADAMS COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF NORTHGLENN FOR THE CONDUCT OF THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

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

Section 1. The Amended and Restated Intergovernmental Agreement between the Adams County Board of County Commissioners, the City of Northglenn, and other Urban County Members, attached hereto as **Exhibit A**, for the conduct of the Community Development Block Grant Program is hereby approved and the Mayor is authorized to execute same on behalf of the City.

DATED, at Northglenn, Colorado, this _____ day of _____, 2024.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

**AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
WITH ADAMS COUNTY FOR THE CONDUCT OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“AMENDED AGREEMENT”) is made and entered into this ____ day of _____, 2024, between the BOARD OF COUNTY COMMISSIONERS, COUNTY OF ADAMS (“COUNTY”), a political subdivision of the STATE of COLORADO, located at 4430 South Adams County Parkway, Brighton, Colorado, 80601-8205; and City of Brighton a home-rule municipality, located at 500 S. 4th Avenue, Brighton, Colorado 80601; City of Northglenn, a home -rule municipality, located at 11701 Community Center Drive, Northglenn, CO 80233, the City of Federal Heights, a home -rule municipality, located at 2380 W. 90th Avenue, Federal Heights, Colorado 80260; and the Town of Bennett, a home -rule municipality, located at 207 Muegge Way, Bennett, Colorado 80102 (individually “URBAN COUNTY MEMBER”, collectively “URBAN COUNTY MEMBERS”). The COUNTY and the URBAN COUNTY MEMBERS may be referred to collectively as “PARTIES,” and individually as “PARTY.”

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as amended (“CDBG Program”) thereby permitting and providing for the participation of the Federal government in a wide range of local housing and community development activities and programs, which activities and programs are administered by the U.S. Department of Housing and Urban Development (“HUD”) and funded annually through the Community Development Block Grant (“CDBG”); and the HOME Investment Partnerships Program (“HOME”) enacted under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act which activities and programs are administered by HUD, collectively referred to as “Programs”; and

WHEREAS, the primary objective of the Programs is the development of viable urban communities by providing decent housing and a suitable living environment and the expansion of economic opportunities, mainly for persons of low- and moderate-income. This objective is to be accomplished by providing financial assistance in the form of block grant funds to state and local governments for the conduct and administration of housing and community development activities and programs as contemplated under the Programs; and

WHEREAS, HUD rules and regulations governing the CDBG Program, as published in 24 C.F.R., Volume 3, Subtitle B, Chapter V, Part 570 (“CDBG Regulations”), provide that a county must qualify as an Urban County, and submit to HUD an annual request for funding in the form of a Consolidated Plan (“Con Plan”) or an Annual Action Plan (“AAP”); and

WHEREAS, Adams County has qualified as an Urban County since Federal fiscal year (“FY”) 1986 and has requalified every three (3) years thereafter; and

WHEREAS, eligible cities and units of local government within Adams County must enter into an intergovernmental or cooperative agreement, and may thereby be included in the Urban County's CDBG Program. Eligible cities include the Cities of Brighton, Federal Heights, Northglenn, Town of Bennett, and Adams County (unincorporated areas) ("Urban County"); and

WHEREAS, participation in the Urban County automatically engages participation in the HOME program under the Adams County HOME Consortium; and

WHEREAS, it is recognized that the COUNTY does not have independent legal authority to conduct some kinds of community development and housing assistance activities within the boundaries of each of the URBAN COUNTY MEMBERS and, therefore, its ability to conduct the CDBG Program within the boundaries of URBAN COUNTY MEMBERS is limited. Accordingly, in order for the URBAN COUNTY MEMBERS to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG and HOME Program funds, CDBG regulations require that the URBAN COUNTY MEMBERS and the COUNTY enter into a cooperation agreement wherein the URBAN COUNTY MEMBERS authorize and agree to cooperate with the COUNTY to undertake or to assist in the undertaking of essential community development and housing assistance activities within the boundaries of each of the URBAN COUNTY MEMBERS, as may be approved and authorized in the COUNTY's annual grant agreements with HUD; and

WHEREAS, HUD has determined that the COUNTY is authorized to undertake essential community development activities in its unincorporated areas that are necessary to qualify as an Urban County to receive funds from HUD by annual grant agreement. This determination is based on the authority granted the COUNTY pursuant to §§ 29-3-101 to 123, §§ 30-11-101 to 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422, Colorado Revised Statutes (C.R.S.), as amended; and

WHEREAS, pursuant to Colo. Const. art. XIV, § 18 and § 29-1-203, C.R.S., as amended, the COUNTY and each of the URBAN COUNTY MEMBERS are expressly authorized to cooperate and contract with each other for any function, service, or facility lawfully authorized to each
WHEREAS, the COUNTY and URBAN COUNTY MEMBERS have determined that it would be mutually beneficial and in the public interest to enter into an intergovernmental agreement; and,

WHEREAS, HUD required non-substantive amendments to the Intergovernmental Agreement date June 15, 2021 ("Original Agreement"), for the requalification period for FY 2025, 2026, and 2027 to align the Original Agreement with the Urban County Qualification Notice for FY 2025-27 and so the PARTIES wish to amend and restate the Original Agreement through this Amended Agreement.

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AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, the sufficiency of which is hereby acknowledged, the COUNTY and the URBAN COUNTY MEMBERS agree as follows:

I. TERM OF THE AGREEMENT

- A.** This Amended Agreement covers the CDBG and HOME programs. The initial term for the Original Agreement covered the FYs 2022, 2023, and 2024. This Amended Agreement applies starting with the Urban County qualification period for FY 2025, 2026, and 2027, and applies to the subsequent FYs that are automatically renewed under the automatic renewal provisions. Funding for this Amended Agreement is based on the FY, which begins October 1 and ends September 30 of the following year.
- B.** Further, funds allocated from HUD to the COUNTY are expended and granted based the COUNTY'S defined program year, or October 1-September 30. The initial term of the Original Agreement was for three (3) program years, beginning **October 1, 2022**, and ending **September 30, 2025**. Program years may be adjusted at any time by the COUNTY with written notice provided to the URBAN COUNTY MEMBERS individually.
- C.** The URBAN COUNTY MEMBERS understand they may each individually receive a formula allocation under the HOME Program only through the Urban County. Thus, even if the Urban County does not receive a HOME formula allocation, the URBAN COUNTY MEMBERS cannot form a HOME Consortium with other local governments. Additionally, the URBAN COUNTY MEMBERS may receive a formula allocation under the Emergency Solutions Grant (ESG) Program only through the Urban County.
- D.** This Amended Agreement shall automatically be renewed for additional three (3) year terms unless any PARTY provides written notice that it elects not to participate in a new, or next, qualification period. By the date specified in HUD's Urban County Qualification Notice for the next qualification period, the COUNTY shall provide notice to each of the URBAN COUNTY MEMBERS of their individual rights not to participate in the additional term, pursuant to applicable HUD regulations. Any changes to this Amended Agreement required pursuant to HUD's Urban County Qualification Notice shall be made by written amendment to this Amended Agreement, which shall be mutually agreed upon and executed by all PARTIES hereto and submitted to HUD.
- E.** The PARTIES agree that they will adopt any amendment to this Amended Agreement incorporating changes necessary to meet the requirement for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three (3)-year Urban County qualification period, and to submit such amendment to HUD as provided in the Urban County Qualification Notice.

- F. This Amended Agreement shall remain in effect until the CDBG and HOME funds and Program Income ("PI") received with respect to activities carried out during the three-year qualification period and any applicable successive qualification periods pursuant to renewals of the Agreement are expended and the funded activities completed, and neither the COUNTY and nor any URBAN COUNTY MEMBERS can terminate or withdraw from the Amended Agreement while it remains in effect. Rules and regulations to qualify or re-qualify as an Urban County are published annually by HUD through an official Urban County Qualification Notice.

II. RESPONSIBILITIES OF THE URBAN COUNTY MEMBERS

- A. **URBAN COUNTY MEMBERS and COUNTY Cooperation.** Each URBAN COUNTY MEMBER will cooperate and work with the COUNTY in the preparation of detailed projects and other activities to be conducted or performed within the boundaries of each URBAN COUNTY MEMBER during the FYs in which this Amended Agreement is in effect. Each URBAN COUNTY MEMBER will also cooperate with the COUNTY, and the COUNTY will cooperate with the URBAN COUNTY MEMBER, to undertake or assist in undertaking essential community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing. The finalized projects and activities will be included in the COUNTY's Con Plan or AAP. The URBAN COUNTY MEMBER understands and agrees, however, that the COUNTY shall have final responsibility for the selection of all projects and activities to be included in the grant requests and the submission of requests. Each URBAN COUNTY MEMBER shall cooperate fully with the COUNTY in all CDBG Program efforts planned and performed hereunder and does hereby allow and permit the COUNTY to undertake or assist in undertaking essential community development and housing assistance activities within the URBAN COUNTY MEMBER as may be approved and authorized in the COUNTY's CDBG Plans, Agreements and/or Contracts, including the AAP and/or Con Plan.
- B. **Delegation of Administrative and Supervisory Control.** Each URBAN COUNTY MEMBER acknowledges that the COUNTY is ultimately responsible to HUD for the supervision and administration of any funds received by the Urban County or Participating Jurisdiction under the CDBG Program. However, to the extent authorized by law, the COUNTY hereby delegates to each URBAN COUNTY MEMBER responsibility for the supervision, administration, and expenditure of any funds it is allocated pursuant to this Amended Agreement. Each URBAN COUNTY MEMBER hereby expressly agrees to independently supervise, administer, and spend such funds in compliance with this Amended Agreement, project specific Agreements and/or Contracts, and the AAP and/or Con Plan.
- C. **Project Applications and Timelines.** Each URBAN COUNTY MEMBER shall submit to the COUNTY, no less frequent than annually, a formal application or proposal, including a timeline and budget for each project or activity. The application will be due pursuant to the COUNTY's established application timeline. The project or activity shall commence when the COUNTY provides written notification to each URBAN COUNTY MEMBER

of proposal/project/activity approval and authorization by the COUNTY and/or HUD and a fully executed Subgrantee or Subrecipient Agreement.

The COUNTY will review all proposed CDBG projects and activities to determine whether they are being carried out in a timely manner as required by CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.902.

- D. Subrecipient Agreements.** Pursuant to CDBG Regulations, as published in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.501(b), each URBAN COUNTY MEMBER is subject to the same requirements applicable to “subrecipients or subgrantees,” including the requirement of a written agreement as set forth in 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.503. Additionally, the COUNTY shall use Subrecipient or Subgrantee Agreements for all projects administered on behalf of each URBAN COUNTY MEMBER and shall notify the URBAN COUNTY MEMBER of individual project and/or activity COUNTY approvals.
- E. Non-Appropriation Clauses.** Each URBAN COUNTY MEMBER agrees that every contract to which it is a party involving the use of CDBG funds allocated hereunder shall include a non-appropriation clause. Such clause shall state that the funding therefore is contingent upon the continuing allocation and availability of CDBG funding and not upon the availability of COUNTY General funds.
- F. Accounting Standards.** Each URBAN COUNTY MEMBER's financial management system shall comply with the standards specified in 2 CFR 200 or superseded regulations. In addition, each URBAN COUNTY MEMBER agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- G. Small Cities or State CDBG Program.** Each URBAN COUNTY MEMBER understands that while this Amended Agreement is in effect it may not apply for grants under the “Small Cities” or State CDBG Programs for the Federal fiscal years during which it is participating in the Urban County’s CDBG Program.
- H. Requests for Additional Funding.** Pursuant to CDBG Regulations, 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570.504, Each URBAN COUNTY MEMBER shall fully expend all CDBG funds prior to requesting any additional funding from the COUNTY. If an URBAN COUNTY MEMBER terminates its participation in the Urban County, any CDBG Program funds received by that URBAN COUNTY MEMBER thereafter shall be returned to the COUNTY, unless the URBAN COUNTY MEMBER has become an “Entitlement Grantee” and the COUNTY agrees to permit the use of the funds by the URBAN COUNTY MEMBER solely for the purposes permitted under the CDBG Regulations governing Entitlement Grantee programs.
- I. Compliance With Local Laws.** All responsibilities of each URBAN COUNTY MEMBER enumerated herein shall be subject to applicable State statutes and regulations

and the individual ordinances, resolutions, and rules and regulations of each URBAN COUNTY MEMBER insofar as they apply to projects or activities located within the boundaries of each URBAN COUNTY MEMBER.

- J. Additional Stipulations.** An URBAN COUNTY MEMBER may not sell, trade, or otherwise transfer all or any portion of funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act.
- K. Certifications.** URBAN COUNTY MEMBERS and the COUNTY hereby incorporate by reference the Certifications made by the URBAN COUNTY MEMBERS in Exhibit 1 attached hereto.

III. RESPONSIBILITIES OF THE COUNTY

- A. Administrative Oversight.** The COUNTY, as a designated Urban County and Participating Jurisdiction, is ultimately responsible for the administrative oversight and supervision of all funds allocated to each URBAN COUNTY MEMBER hereunder. As such, it is responsible for ensuring that all funds allocated to each URBAN COUNTY MEMBER are expended in accordance with the AAP and Con Plan, all agreements and/or contracts, and all applicable Federal, State, and local laws, ordinances, resolutions, regulations, and laws pertaining to this Amended Agreement. It is the intent of the COUNTY to exercise only that degree of administrative and supervisory control concerning the projects and activities occurring within each URBAN COUNTY MEMBER as necessary to comply with such requirements and in accordance with the provisions of this Amended Agreement.
- B. Distribution of Funds.** The distribution of CDBG funds between the COUNTY and each URBAN COUNTY MEMBER shall be determined as follows:
- 1. Administrative Allocation.** The COUNTY shall retain up to twenty percent (20%) of the total CDBG Program funds allocated to the COUNTY for the purpose of general oversight, management, coordination and related costs. The expenditure of these funds shall be within the sole discretion of the COUNTY for the purposes of carrying out the CDBG Program.
 - 2. Allocations to URBAN COUNTY MEMBERS.** The funds remaining after the subtraction of the administrative allowance outlined above shall be made available to each URBAN COUNTY MEMBER based on an analysis of the percentage that each URBAN COUNTY MEMBER's population and low-income population represents in comparison to the total population of the Urban County. This formula will reflect the information provided in the most recent decennial United States Census and will be updated periodically as Census data is updated.

- 3. National Objective.** CDBG National Objectives require that at least seventy percent (70%) of CDBG funds utilized must principally benefit low- and moderate-income residents. The COUNTY and each individual URBAN COUNTY MEMBER agree to utilize their CDBG Program allocations each year in accordance with CDBG Program National Objective requirements by allocating at least seventy percent (70%) of their funds toward projects or activities that principally benefit low- and moderate-income residents. In preparing applications for funding, each URBAN COUNTY MEMBER shall also take into consideration provisions for the elimination of slums or blight and provisions to meet urgent community development needs that are a threat to public health and safety and have become known or serious within the last eighteen (18) months, which are also part of the CDBG Program National Objectives.

- 4. Community Service Activities Spending Cap.** Each URBAN COUNTY MEMBER agrees that no more than fifteen percent (15%) of its annual allocation hereunder may be spent on community service activities, pursuant to CDBG Regulations, 24 C.F.R. Chapter 3, Subtitle B, Chapter V, Part 570.201(e). No carry-over of community service activities will be allowed. Community service activities funds not fully expended within the specified timeframe must be recaptured and reprogrammed as part of the next annual funding cycle.

- 6. Reallocation of Funds.** If, for any reason, an URBAN COUNTY MEMBER cannot comply with any applicable Federal laws and regulations, the funds for which that particular URBAN COUNTY MEMBER was eligible under this Amended Agreement shall not be paid to that URBAN COUNTY MEMBER and shall be reallocated to the County to appropriate reallocation.

Unobligated or unexpended funds not used by each URBAN COUNTY MEMBER shall be transferred to the allocation formula for redistribution after two (2) consecutive years of no identified projects.

- 7. Non-Use of Funds.** PARTIES agree each individual URBAN COUNTY MEMBER may elect not to apply for the funds for which it is eligible, in which case such funds shall be reallocated to the Urban County to reallocate as it deems appropriate.

IV. MUTUAL RESPONSIBILITIES

- A. Compliance With Federal Laws and Regulations.** The PARTIES shall take all actions to do all things that are appropriate and required to comply with the applicable provisions of the grant agreements received from HUD by the COUNTY. These include but are not limited to: the Act, as most recently amended, including all associated regulations, rules, guidelines, and circulars promulgated by the Federal departments, agencies, and commissions relating to the CDBG Program; the Davis-Bacon Act, as applicable; Section 3, as applicable; Minority-Owned Businesses/Women-Owned Businesses, as applicable; the Contract Work Hours and Safety Standards Act; Title VI of the Civil Rights Act of

1964; Title VIII of the Civil Rights Act of 1968; the Housing and Community Development Act of 1974; The Fair Housing Act; the Uniform Federal Accessibility Standards (UFAS); the Americans With Disabilities Act (ADA); and the Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, and any associated regulations and rules. Additionally, in accordance with 24 C.F.R. Volume 3, Subtitle B, Chapter V, Part 570, no employee, official, agent or consultant of any URBAN COUNTY MEMBER shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise. The PARTIES shall take all actions necessary to assure compliance with the COUNTY's Urban County certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, and the implementing regulations at 24 CFR part 1, the Fair Housing Act, and the implementing regulations at 24 CFR part 100, and will affirmatively further fair housing. The PARTIES must also comply with section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8, Title II of the Americans with Disabilities Act, and the implementing regulations at 28 CFR part 35, the Age Discrimination Act of 1975, and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws.

- B. **Governmental Immunity.** The PARTIES are all "Public Entities" as defined under the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as amended. Nothing in this Amended Agreement shall be construed to waive or in any manner limit any of the protections or immunities afforded thereunder.

- C. **Fair Housing.** The COUNTY is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. Each URBAN COUNTY MEMBER agrees not to take any actions pursuant to funding it receives under this Amended Agreement that would result in the COUNTY being in noncompliance with its Fair Housing Certification. Each URBAN COUNTY MEMBER acknowledges that noncompliance by the URBAN COUNTY MEMBER may constitute noncompliance by the COUNTY, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes the COUNTY's actions to comply with the County's Fair Housing Certification.

- D. **Reporting.** Each URBAN COUNTY MEMBER will file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the COUNTY and HUD. This includes providing to the COUNTY information necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in a timely fashion. Requirements will be specified in individual Agreements and/or Contracts. The COUNTY shall be responsible for confirming the compliance of each of the projects within the boundaries of each URBAN COUNTY MEMBER with applicable Federal laws and regulations. The COUNTY shall further be responsible for maintaining proper documentation of the COUNTY's administrative expenses and for determining that all

necessary reports and information are filed with HUD and other applicable Federal agencies in a timely fashion.

- E. Support of Nonprofit Organizations.** The COUNTY recognizes nonprofit organizations as being valuable partners in addressing the needs of low- and moderate-income citizens. Each URBAN COUNTY MEMBER is encouraged to provide financial support utilizing its General funds, CDBG funds, and other available funds to support nonprofit organizations that serve low-income residents within the Urban County and/or within its boundaries. CDBG funds are limited to fifteen percent (15%) annually for community service activities. CDBG funds should supplement activities above and beyond what local TOWN funds normally support; they are not meant to displace use of local support.
- F. Termination.** This Amended Agreement may only be terminated as provided herein or as otherwise provided by Federal, State, or local law, ordinance, resolution, regulation, or rule.
- G. Citizen Participation Plan.** The PARTIES agree to follow the COUNTY's Citizen Participation Plan regarding public engagement for projects carried out under the CDBG Program.
- H. Venue.** The laws of the State of Colorado shall govern as to the interpretation, validity and effect of this Amended Agreement. The Parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the District Court of Adams County, Colorado.
- I. Modification.** This Amended Agreement contains the entire understanding of the Parties and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived, except by instrument in writing signed by all Parties.
- J. Execution in Counterparts.** This Amended Agreement may be executed in any number of counterparts and the Parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the COUNTY and the URBAN COUNTY MEMBER have duly executed this Amended Agreement, which shall become effective as of the latest date written below.

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

Chair

Date

ATTEST:

CLERK AND RECORDER

APPROVED AS TO FORM:

Deputy Clerk

Adams County Attorney's Office

**CITY OF BRIGHTON
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

City Attorney

**CITY OF NORTHGLENN
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

Attorney

**CITY OF FEDERAL HEIGHTS
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

Attorney

**TOWN OF BENNETT
ADAMS COUNTY, COLORADO**

Date

ATTEST:

APPROVED AS TO FORM:

Clerk

Attorney

EXHIBIT 1

CERTIFICATIONS

Each URBAN COUNTY MEMBER certifies that:

- a. It possesses legal authority to make a grant request, and to execute a community development and housing program, and to contract with Adams County for such assistance.
- b. Its governing body will duly adopt or pass as an official act, a resolution, motion or similar action authorizing the person identified as its Official Representative to submit funding proposals and all understandings and assurances contained therein, and directing and authorizing the person identified as the Official Representative to act in connection with the submission of proposals and to provide such additional information as may be required.
- c. CDBG funds/projects/programs will be conducted and administered in compliance with:
 1. Title VI of the Civil Rights Act of 1964 (Pub.L. 88-352; 2 U.S.C. § 2000d *et seq.*);
 2. Title VIII of the Civil Rights Act of 1968 (Pub.L. 90-284; 42 U.S.C. § 3601 *et seq.*); and
 3. Federal Fair Housing Requirements.
- d. It has adopted and is enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.
- e. It will develop proposals of projected use of funds in which at least seventy percent (70%) of the funds are utilized on activities or projects that principally benefit low- and moderate-income families. Remaining funds may be used on activities or projects that address other National Objectives, in compliance with HUD requirements, including activities or projects that eliminate slum or blight, as identified in a HUD-approved Slum/Blight Plan, or projects that meet an urgent need, as defined by HUD.
- f. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 206 of the Act or with amounts resulting from guarantee under Section 108 of the Act by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 1. Funds received under Section 108 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate-income, it certifies to the Secretary that it lacks sufficient funds received under Section 108 of the Act to comply with the requirements of subparagraph (1) above.

- g. When appropriate for its projects or activities under this Amended Agreement, it will comply with Section 570.608 requirements for notifications, inspections, testing, and abatement procedures concerning lead-based paint.
- h. It will comply with the other provisions of the Act and with other applicable laws.
- i. It agrees to administer, in good faith, a policy designed to ensure that the activities and facilities are free from illegal use, possession, or distribution of drugs and alcohol by its beneficiaries and follows drug-free workplace policies.