

RESOLUTION NO. 20-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN AMENDED INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND DOUGLAS COUNTY REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL FISCAL YEARS 2021-2023 ADMINISTERED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XVI, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S.; and

WHEREAS, the City of Castle Pines (“City”) and the Douglas County Board of County Commissioners (“County”) recognize the need for community-wide participation in local housing and community development activities implemented by the U.S. Department of Housing and Urban Development (“HUD”) through the federal Housing and Community Development Act of 1974 (“Act”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective to be accomplished by providing financial assistance in the form of block grant funds to state and local governments (“CDBG Program”) for the conduct and administration of housing and community development activities and programs as contemplated under the Act; 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; and

WHEREAS, in order for the County to be authorized to conduct certain kinds of community development and housing assistance activities within the boundaries of the City, the City and County must enter into a cooperation agreement wherein the City authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City as may be approved and authorized in the County’s annual grant agreements with HUD; and

WHEREAS the City previously entered into a cooperation agreement with the County to become a participating jurisdiction under the County’s status as an Urban County (“Original IGA”); and

WHEREAS, on August 10, 2020, HUD requested that the County amend sections I(F), III(A), and III(C) of the Original Agreement to clarify certain provisions; and

WHEREAS, to comply with HUD’s request, the County seeks the City’s approval to amend the Original IGA between the City and the County, in the form attached to this Resolution as Exhibit A.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO:

Section 1. The City Council approves: (1) the Amended Intergovernmental Agreement between the City of Castle Pines and Douglas County regarding the Community Development Block Grant Program for Federal Fiscal years 2021-2023 Administered by the U.S. Department of Housing and Urban Development in substantially the same form as attached to this Resolution subject to minor modifications approved by the City Attorney; and (2) authorizes the Mayor and City Clerk to execute the same.

Section 2. This Resolution is effective upon adoption.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 5 IN FAVOR AND 1 AGAINST THIS 22nd DAY OF SEPTEMBER, 2020.

DocuSigned by:
Tera Stave Radloff
8E068E027906479...
Tera Stave Radloff, Mayor



ATTEST:

APPROVED AS TO FORM:

DocuSigned by:
Tobi Basile
AD03A3002982400...
Tobi Basile, CMC, City Clerk

DocuSigned by:
Linda C. Michow
5241DE99B8FF444...
Linda C. Michow, City Attorney

EXHIBIT A

**AMENDED INTERGOVERNMENTAL AGREEMENT REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FEDERAL
FISCAL YEARS 2021-2023 ADMINISTERED BY THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT**

[see attached agreement]

FIRST AMENDED
INTERGOVERNMENTAL AGREEMENT
REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FOR FEDERAL FISCAL YEARS 2021-2023 ADMINISTERED BY
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

THIS INTERGOVERNMENTAL AGREEMENT (“**Amended Agreement**”) is made and executed this _____ day of _____, 2020 by and between the Board of County Commissioners of the County of Douglas, State of Colorado (“**County**”), and the City of Castle Pines (“**City**”), City of Lone Tree (“**City**”), and the Town of Parker (“**Town**”), located in Douglas County, State of Colorado.

RECITALS

WHEREAS, in 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974 (“**Act**”) (as last amended and supplemented), 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 administrated by the U.S. Department of Housing and Urban Development (“**HUD**”); and

WHEREAS, the primary objective of Title I of the Act is the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, mainly for persons of low and moderate income, this objective 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 Act; and

WHEREAS, the rules and regulations governing the Community Development Block Grant (“**CDBG**”) Program issued by HUD to implement the Act and published in 24 C.F.R. Part 570 (“**Regulations**”) provide that a county must qualify as an “**Urban County**”, as defined therein, and submit a request for funding now known as the Annual Action Plan or a five (5) year Consolidated Plan with an Annual Action Plan component, when required, on the projected use of the funds to HUD each year in order to be eligible to receive CDBG funds and that cities and units of local government within an Urban County may join an Urban County by cooperation agreement and thereby be considered a part of the Urban County and be included in the Urban County’s CDBG Program; and

WHEREAS, Douglas County first qualified and began operating as an Urban County for the federal fiscal years (FYs) 2004-2006 based on HUD CPD Notice 03-04, Instructions for Urban County Qualification for Participation in the CDBG Program for Fiscal Years 2004-2006; and

WHEREAS, Douglas County opted out of the CDBG Program on June 28, 2016; and

WHEREAS, the County notified the U.S. Department of Housing and Urban Development on April 17, 2020 of the County’s intention to requalify as an Urban County for the CDBG Program in FY 2021; and

WHEREAS, the rules and regulations to qualify or requalify as an Urban County are published annually and the notice for the FY 2021-2023 are published in HUD CPD Notice 20-03, Instructions for Urban County Qualification for Participation in the CDBG Program for FY 2021-2023; and

WHEREAS, a determination has been made by HUD 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 to the County pursuant to C.R.S. §§ 29-3-101 to 123; §§ 30-11-101 and 107; §§ 30-20-301 to 310; and §§ 30-20-401 to 422; and

WHEREAS, a determination has been made by HUD that the County, through the Douglas County Multijurisdictional Housing Authority, is authorized to undertake essential housing 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 C.R.S. § 29-1-204.5; 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 the City/Town and, therefore, its ability to conduct the CDBG Program in the City/Town is limited by the requirement that it must obtain permission from the City/Town to perform certain kinds of activities therein, and accordingly, in order for the City/Town to be considered a part of the Urban County and be included in the County's annual requests to HUD for CDBG funds, it is required by the Regulations that the City/Town and the County enter into a cooperation agreement wherein the City/Town authorizes and agrees to cooperate with the County to undertake or to assist in the undertaking of essential community development and housing assistance activities, specifically including urban renewal and publicly assisted housing, within the boundaries of the City/Town as may be approved and authorized in the County's annual grant agreements with HUD; and

WHEREAS, the participating City/Town understands that by executing this Agreement it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG Program; and

WHEREAS, under general provisions of Colorado law governing contracting between governmental entities and by virtue of specific authority granted by C.R.S. § 29-1-203, any two or more political subdivisions of the state may enter into agreements with one another for joint or cooperative action and any one or more political subdivisions entering into the contract is authorized by law to perform; and

WHEREAS the City/Town now desires to become a participating jurisdiction under the County's status as an Urban County; and

WHEREAS, accordingly, the parties hereto have determined that it will be mutually beneficial and in the general public interest to enter into this Agreement regarding the conduct of the CDBG Program; and

WHEREAS, the Douglas County Board of County Commissioners adopted the Intergovernmental Agreement regarding the Community Development Block Grant program for federal Fiscal Years 2021-2023 administered by the U.S. Department of Housing and Urban Development on July 13, 2020 (“Original Agreement”); and

WHEREAS, on August 10, 2020, HUD requested that the County add clarifying language to the Original Agreement dated July 13, 2020; and

WHEREAS, this Amended Agreement contains the clarifying language requested by HUD, specifically stated in sections I(F), III(A), and III(C) below; and

WHEREAS, all other provisions contained in the Original Agreement remain unchanged; and

NOW, THEREFORE, in consideration of the premises and other provisions hereof, the parties agree as follows:

I. RESPONSIBILITIES OF THE CITY/TOWN

A. City, Town and County Cooperation

The City/Town will cooperate and work with the County in the preparation of detailed projects and other activities to be conducted or performed within the City/Town during the federal program years this Agreement is in effect.

The City/Town will also cooperate with the County to undertake or assist in undertaking community renewal and lower-income housing assistance activities within the City/Town. The finalized projects and activities will be included in the County’s Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, for said year. The City/Town 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 request and for submission of the request.

The City/Town 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 community renewal and lower-income housing assistance activities within the City/Town as may be approved and authorized in: (1) the County’s CDBG agreements, including the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required; and (2) Subrecipient Agreements.

B. Subrecipient Agreements

The City/Town understands and agrees that pursuant to 24 C.F.R. § 570.501(b), it is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement (“Subrecipient Agreement”) as set forth in 24 C.F.R. § 570.503.

This Agreement shall govern the Subrecipient Agreement and each of the individual projects approved during the time this Agreement is in effect.

Upon the execution of this Agreement, the residents of the City/Town shall be allowed to avail themselves of CDBG funded programs in the County.

In order for the City/Town to receive and continue receiving CDBG Funds, the following must occur:

1. The City/Town must execute this Agreement.
2. The City/Town must apply to the County for CDBG Funds for each specific project or activity.
3. The City/Town must sign a Subrecipient Agreement with the County for the specific project or activity. The Subrecipient Agreement is governed by 24 C.F.R. § 503. As part of the Subrecipient Agreement, the City/Town must submit to the County, and the County must approve, the project name, the project purpose, a scope of service, project description, proposed Scope of Work for the specific project or activity, performance measures, staffing, a description of system delivery, project budget, time of performance, reporting requirements, labor standards requirements (if applicable), environmental review requirements, and other financial information. This Agreement shall govern program income, reversion of assets, records, and asset management.
4. The City/Town must complete and submit the forms and reports that are exhibits to the Subrecipient Agreement in a complete and timely manner.
5. The City/Town must be in full compliance with the terms and conditions of all Subrecipient Agreements and with all Intergovernmental Agreements it has signed regarding the CDBG Program Administered by HUD.

C. Assurances and Certifications

The City/Town agrees to comply with HUD Assurances and Certifications contained in the document attached hereto labeled as Exhibit A and incorporated herein by reference ; however, with respect to the provisions that reference the Action Plan or Consolidated Plan, such Certifications are to be effective only at such time as those plans are finalized and submitted to HUD.

D. Administrative Control

As to any proposed projects funded under this Agreement, the City/Town agrees that the County shall have the ultimate supervisory and administrative control of the CDBG Program, but that the City/Town shall be responsible for the expenditures of the funds allocated for each project or activity and for the construction or performance of the projects and activities in compliance with all applicable federal laws and requirements relating to

the CDBG Program or the implementation of the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, during the period covered by this Agreement.

E. Non-Appropriation Clause

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

F. Excessive Force

~~With the exception of the City of Castle Pines, which receives law enforcement services through the Douglas County Sheriff's Office,~~ The City/Town/County has adopted and is enforcing the following law enforcement measures:

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 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 its jurisdictions.

G. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for City/Town projects and activities, shall be allocated to the specific projects and activities described and listed in the City's/Town's proposal for funding and approved Subrecipient Agreement, and the allocated funds shall be used and expended only for the projects and activities to which the funds are identified. No project, activity, or the amount allocated may be changed without concurrence by the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required by HUD, and an approved Subrecipient Agreement that authorizes such project, activity, or amount.

H. Day-To-Day Supervision

The City/Town will be responsible for the direct, day-to-day supervision and administration of its respective projects or activities and will accomplish this task through the use of its own staff, agents, and employees. The City/Town will be responsible for any injury to persons or damage to property resulting from negligent acts or error and omissions of its staff, agents, and employees. However, nothing herein shall be construed as a waiver of the rights and privileges of the County and the City/Town pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

I. Cost Overruns

Since the City/Town is responsible for the direct supervision and administration of its respective projects or activities, the County shall not be liable or responsible for cost overruns by the City/Town on any project or activity. The County shall have no duty or obligation to provide any additional funding to the City/Town if its projects or activities cannot be completed with the funds allocated by the County to the City/Town. Any cost overruns shall be the sole responsibility of the City/Town, or City/Town contractors, partnering entities or other assigns.

J. Project Changes

No approved project or activity, nor the amount allocated therefore, may be changed without the concurrence of the County and acceptance of the revised Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component by HUD, if required, and acceptance of the revised Subrecipient Agreement. Changes must be requested in writing.

K. Bonds

The City/Town will include with construction contracts it enters into for any project with estimated costs of \$100,000 or more, which requires bid guarantees (5% of the bid), performance (100% of the contract price) and payment bonds (100% of the contract price).

L. Insurance

The City/Town shall require any contractor it uses on any project, or activity where it relies upon CDBG funds to provide and maintain, until final acceptance by the City/Town of all work by such contractor, the types of insurance listed hereinafter with insurers with an A- or better rating as determined by Best's Key Rating Guide.

The contractor will be required to procure and maintain, at his/her own expense and without cost to the County, the kinds of minimum amounts of insurance as follows:

1. 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

2. Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and ONE MILLION DOLLARS (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and operations. The policy shall 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 shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interests provision.

3. Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence with respect to each of the contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

4. Professional Liability Insurance coverage in an amount not less than One Million Dollars (\$1,000,000.00), and the contractor shall maintain such coverage for at least two (2) years from the termination of the project.

5. The required Commercial General Liability and Commercial Automobile Liability policies shall be endorsed to include the County and the City/Town as certificate holders and name the County and the City/Town their officers and employees as additional insureds. The County and the City/Town will be certificate holders in respect to the required Workers' Compensation and Professional Liability insurance policies. The County reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

6. The contractor shall furnish Douglas County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Douglas County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the contractor's obligation to provide them. Douglas County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverage, and endorsements. Additionally, Douglas County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein.

The completed certificates of insurance with additional insured endorsements and waivers of subrogation and any notices, termination, or material change will be sent via mail or e-mail to:

Douglas County Government
Attn: Risk Management
100 Third Street
Castle Rock, Colorado 80104
risk@douglas.co.us

7. The contractor 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.

8. Douglas County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

M. Records

The City/Town shall maintain a complete set of books and records documenting its use of the CDBG funds and its supervision and administration of its respective projects and activities in accordance with the Regulations. The City/Town shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the HUD Office of Inspector General, and the General Accounting Office so that compliance with federal laws and regulations may be confirmed. The City/Town further agrees to provide to the County, upon request, a copy of any audit records pertaining to the City's/Town's financial operations during the term of this Agreement. Records shall be maintained for five (5) years after closing out the CDBG project.

N. Timelines

The City/Town shall submit to the County, along with its proposal, a timetable for each project delineating the length of time needed for each phase through the completion of the project. The timetable will be contained in the Subrecipient Agreement and the exhibits thereto. The City/Town shall comply with the timetable submitted and legally obligate and expend funds accordingly through the end of the project. The City/Town understands that failure to comply with the timetable may lead to a cancellation of the project and loss of CDBG funding, unless the County determines that there are extenuating circumstances beyond the City's/Town's control and that the project will proceed and will be completed within a reasonable length of time. The timetable's implementation will begin when the County provides written notification to the City/Town that the proposal(s) has been accepted by HUD. Unobligated or unexpended funds that are lost by the City/Town will be transferred to the County for distribution to other Subrecipients. The County will review the City's/Town's progress to ensure that the activities are being carried out in a timely manner in accordance with 24 C.F.R. § 570.902.

O. Limitations

The City/Town agrees that no more than two and one-half percent (2.5%) of the funds the City/Town actually receives will be used for eligible planning, urban environmental design, and policy-planning-management-capacity building activities, as defined in 24 C.F.R. § 570.205 of the Regulations.

The City/Town understands that by executing this Agreement, it may not apply for grants under the Small Cities or State CDBG Programs for appropriations for federal fiscal years during the period it is participating in the Urban County's CDBG program.

P. Financial Management

1. The City's/Town's financial management system shall comply with the standards specified in Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

2. The City/Town agrees that before the County can distribute any CDBG funds, the City/Town must submit to the County's Department of Community

Development documentation and reimbursement form required by such Department which states the amount of funding the City/Town is requesting. Upon approval of the request, the County will distribute the requested funds to the City/Town or directly to the appropriate contractor on a reimbursement basis.

Q. Program Income

The City/Town agrees that, pursuant 24 C.F.R. § 570.504, all Program Income received under the CDBG Program will be retained by the City/Town and will be disbursed for its CDBG project activities before additional CDBG funds are requested from the County. If the City/Town terminates participation in the County's CDBG Program, Program Income received subsequent to the City's/Town's termination shall be remitted to the County.

R. Asset Management

If the City/Town terminates participation in the County's CDBG Program, assets acquired through the CDBG Program shall be managed or disposed of in accordance with 24 C.F.R. Part 85.31 (Real Property), Part 85.32 (Equipment), and Part 85.50 (Close Out), and in accordance with the Subrecipient Agreements.

S. State, City, Town and County Law Compliance

All responsibilities of the City/Town enumerated herein shall be subject to applicable State statutes, City/Town ordinances, resolutions, and any applicable County resolutions, rules, and regulations, and any other rules and regulations insofar as such State and local laws apply to projects located within the City/Town.

T. HOME Program Compliance

The City/Town understands that it:

1. May not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the County's CDBG program; and
2. May receive a formula allocation under the HOME Program only through the Urban County. Thus, even if the County does not receive a HOME formula allocation, the City/Town cannot form a HOME consortium with other local governments. However, this does not preclude the City/Town from applying for State HOME funds.

U. ESG Program Compliance

The City/Town understands that it:

1. May receive a formula allocation under the ESG Program only through the Urban County. Thus, even if the County does not receive an ESG formula allocation, the City/Town cannot form a HOME consortium with other local

governments. However, this does not preclude the City/Town from applying for State HOME funds.

II. RESPONSIBILITIES OF THE COUNTY

A. Legal Liability and Responsibility

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 and that it will thereby become and will be held by HUD to be legally liable and has full responsibility for the execution of the CDBG Program, for following the Annual Action Plan or five (5) year Consolidated Plan with an Annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration and performance of the CDBG Program, including the projects and activities to be conducted in the City/Town. Accordingly, the City/Town agrees that as to all projects and activities to be conducted within its boundary limits under any CDBG agreements received by the County that includes the City/Town, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's supervisory and administrative obligations to the City/Town shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the City/Town and to provide a contract monitor whose job it will be to monitor the various projects funded with CDBG monies to ensure that they comply with applicable federal laws and regulations.

III. RESPONSIBILITIES OF THE PARTIES

A. Federal Compliance

The parties shall take all actions to do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received from HUD by the County in which the City/Town is included, the provisions of the Act and all regulations, rules, and guidelines, promulgated by the various federal departments, agencies, administrations, commissions, or the Secretary of HUD relating to the CDBG Program.

More specifically, the City/Town and the County agree to take all required actions to comply with the provisions of 24 C.F.R. Part 570, Subpart K, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (the Fair Housing Act and 24 CFR 91.225(a) and 5.105(a)), Section 104 (b) and 109 of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973 of Title II of the Americans with Disabilities Act, the Age Discrimination Act of 1975, Section 3 of the Housing and Urban Development Act of 1968, Uniform Federal Accessibility Standards, ~~24 C.F.R. Part 85~~ **2 C.F.R. 200** of HUD's Uniform Administrative Requirement for Grants and Cooperative

Agreements, Residential Lead-Based Paint Hazard Reduction Act of 1992, as amended, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401) and Title 2 U.S. Code of Federal Regulations Part 200. Additionally, in accordance with the Regulations, no employee, official, agent, or consultant of the City/Town shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.

B. Length of Agreement

This Agreement will remain in effect until the CDBG funds, and where applicable, the HOME and ESG funds, and program income received with respect to the three-year qualification period (FY 2021-2023) are expended and the funded activities completed. This stipulation also applies to any successive qualification periods under agreements that provide for automatic renewals. The parties may not terminate or withdraw from the Agreement while the Agreement is in effect.

C. Automatic Renewal

This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the City/Town provides written notice that it elects not to participate in a new qualification period. By the date specified by HUD's Urban County qualification notice for the next qualification period, the County will notify the City/Town of its right not to participate in the upcoming period. The date in the Urban County Qualification Notice will give the City/Town sufficient time for notification if it elects not to participate. Copies of notices electing not to participate will be sent to the HUD field office.

Amendments will be utilized to make changes in this Agreement and would be necessary to incorporate required changes as set forth in the Urban County Qualification Notice applicable for subsequent three-year periods. An amendment would also be required if there were to be any programmatic administrative or operational changes to this Agreement that were not required by HUD. **The City/Town is required to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period.** Amendments would be submitted to HUD as provided in the Urban County Qualification Notice. Failure of a City/Town to sign an amendment will void the automatic renewal of such qualification period.

D. Fair Housing

As required by HUD, local governments agree to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the local governments if they do not affirmatively further fair housing within their own jurisdiction or if the local government impedes the County's actions to comply with the County's fair housing certification. The parties will take all actions necessary to assure compliance with the County's certification as stated in section III. A. above.

E. Reporting

The City/Town will file all reports and other information necessary to comply with the applicable federal laws and regulations as required by the County and HUD. This will include providing to the County information, such as progress reports, final reports, or audit reports, etc., necessary to complete the required HUD reports in a timely fashion. The County shall be responsible for confirming the compliance of the City's/Town's project 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.

F. Non-Profit Support

The parties are encouraged to provide financial support utilizing their general funds, CDBG funds, or other funds available to the non-profit organizations that provide community service activities to the populations in need within the Urban County and the City/Town.

G. Transfer of Funds

The City/Town may not sell, trade or otherwise transfer all or any portion of CDBG funds to another such city/town, 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.

IV. CONTRACT ALTERATION

The terms of this Agreement may be changed or altered only by the mutual agreement of the County and all of the units of local government in the County that are participating in the CDBG Program, subject to approval by HUD. Any such changes or alterations would become effective thirty (30) days after they are put into writing and agreed to by all of the parties herein above mentioned.

V. OTHER PROVISIONS

A. Entire Agreement. This Agreement constitutes the final and complete expression of the parties' agreements with respect to their respective rights and obligations, except to the extent that this Agreement may later be amended by a written instrument.

B. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

C. Assignability. No party to this Agreement shall assign or transfer any of its rights or obligations hereunder.

D. Appropriations. Notwithstanding any other term, condition or provision herein, each and every obligation of the parties is subject to the requirement of a prior appropriation of funds therefore by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the _____ day of _____, 2020.

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

By: _____
Roger A. Partridge, Chair

ATTEST:

Deputy Clerk
APPROVED AS TO CONTENT:

By: _____
Douglas J. DeBord, County Manager

APPROVED AS TO LEGAL FORM:

**APPROVED AS TO FISCAL
CONTENT:**

Carmen Jackson-Brown
Senior Assistant County Attorney

Andrew Copland
Director of Finance

Date: _____

Date:

APPROVED AS TO CONTENT:
By: _____

Jennifer L. Eby, AICP
Assistant Director of Community and Resource Services

APPROVED AS TO INSURANCE REQUIREMENTS:

Megan Datwyler
Risk Manager

Date: _____

CITY OF CASTLE PINES

By: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

CITY OF LONE TREE

By: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

TOWN OF PARKER

By: _____
Mike Waid, Mayor

ATTEST:

APPROVED AS TO FORM:

Carol Baumgartner
Town Clerk

James S. Maloney
Town Attorney

EXHIBIT A CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. 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 Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying 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 subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official Date

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. **Maximum Feasible Priority.** With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. **Overall Benefit.** The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2021-2023[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. **Special Assessments.** It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, 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.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- 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 its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official Date

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official Date

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.