

JEFFERSON COUNTY, COLORADO
Department of Human Services
Housing, Economic and Employment Services
3500 Illinois Street
Golden, Colorado 80401

CDBG AGREEMENT

For the Performance of Community Development Block Grant Activity - CFDA # 14.218

Project:

Project: Ames Street Reference Date: September 21, 2022
Source of Funds: Community Development Block Grant ("CDBG") Funding Year (s): 2021

Subrecipient:

Subrecipient (Full Legal Name): Jefferson County Housing Authority d/b/a Foothills Regional Housing
Owner: 3330 Ames St, LLC General Partner N/A
Subrecipient Representative: Lori Rosendahl
E-mail Address: lrosendahl@foothillsrh.org
Mailing Address: 11941 W. 48th Ave. Wheat Ridge, CO 80033
Telephone No.: 303-403-5420 Fax No.: _____

County Representative:

County Representative: Director of Housing, Economic and Employment Services Email Address: kdouglas@jeffco.us
Mailing Address: 3500 Illinois St., Golden, CO 80401
Telephone No.: 303-271-8372 Fax No.: 303-271-4708

Key Notices: (To be completed for sending Key Notices as provided in paragraph 7 of the Contract)

The Subrecipient:

Contact Name: Lori Rosendahl
Address: 11941 W. 48th Ave.
Address: Wheat Ridge, CO 80033
Telephone No.: 303-403-5420
Email Address: lrosendahl@foothillsrh.org

The County:

Division/Department: Housing, Economic and Employment Services
Address: 3500 Illinois St.
Address: Golden, CO 80401
Telephone No.: 303-271-8372
Email Address: kdouglas@jeffco.us

Contract Price:

Not-to-Exceed Amount: Four Hundred Forty Thousand Dollars (\$440,000.00)

Term:

Date by which all Project services will be completed (Completion Date): April 15, 2024
Period of Completion shall be from the date of execution by the County (Effective Date) through the Completion Date.
Contract termination date shall be determined as provided in Section 4.

Attachments:

- Scope of Services and Schedule of Completion of Services, Exhibit 1
- Project Budget, Exhibit 2
- Insurance, Exhibit 3
- Federal, State and County Statutory and Regulatory Provisions, Exhibit 4
- Income Guidelines, Exhibit 5
- Grants, Expenditure Authorizations/Award Letters: (list): Funding Approval Agreement between U.S. Housing and Urban Development (HUD) and Jefferson County for Funding Years identified above ("Funding Approval Agreement") incorporated herein whether or not attached hereto,
- Other Attachments, Exhibit 6 Subaward Data
- Other: _____

This Contract is made and entered into by and between THE COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate, (the "County") and the Subrecipient, Owner and General Partner (collectively, the "Developers") identified on page 1 of this Contract, and

WHEREAS, the parties wish to enter into this Contract to carry out a Community Development Block Grant ("CDBG") activity.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCOPE OF SERVICES/SCHEDULE OF COMPLETION/NATIONAL OBJECTIVE. The Developers shall expeditiously do, perform, and carry out, in a satisfactory and proper manner, each of their respective obligations and responsibilities described or reasonably implied in this Contract and in Exhibit 1, the "Scope of Services and Schedule of Completion" (the "Project"), which performance shall not extend beyond the end of the Period of Completion, and shall provide the services and personnel, and furnish all related materials, equipment and supplies necessary to accomplish the Project in a manner satisfactory to the County and in accordance with the terms, conditions and other provisions of this Contract. As a part of such performance, the Developers shall substantially adhere to the terms of Exhibit 1, which is attached hereto and incorporated herein by reference. The Project shall meet a National Objective as required by Federal laws and regulations. This National Objective shall be set forth in Exhibit 1.
2. PROJECT BUDGET.
 - A. The County shall provide funds to the Subrecipient in an amount not to exceed the Contract Price set forth on page 1 of this Contract, which funds shall be used for direct costs, services, materials, equipment, and supplies used or expended pursuant to this Contract. CDBG funds may not be used for indirect costs.
 - B. Funds under this Contract shall be spent as set forth in the "Project Budget," which is attached hereto as Exhibit 2 and incorporated herein by reference.
 - C. The Developers shall adhere to the Project Budget to the fullest practicable extent, but the County may approve minor changes to the Scope of Services and Project Budget in the manner set forth in the section titled Amendments.
 - D. The Developers will not be reimbursed for costs incurred prior to the Effective Date of this Contract and, if applicable to the Project, prior to receiving written confirmation from the County that the necessary environmental reviews have been completed. The County may, however, pay for costs incurred prior to the Effective Date of this Contract if costs are incurred after the date funds may begin to be used as provided in the applicable Funding Approval Agreement between the County and HUD, the costs were incurred after any necessary environmental review is complete, the costs are in conformance with HUD regulations, and the costs were approved in writing by the County Representative.
 - E. Environmental Review Procedures - Funds shall not be obligated or utilized for any activities requiring a release of funds by the County and United States Department of Housing and Urban Development ("HUD") under the Environmental Review Procedures for the CDBG program at 24 CFR Part 58 until such release is issued in writing by the County and HUD. Administrative costs, reasonable engineering and design costs, and costs of other exempt activities identified in 24 CFR § 58.34(a)(1) through (10) do not require a release of funds by HUD. For categorically excluded activities listed in 24 CFR § 58.35(a), the Developers must collaborate with the County to make and document a determination that the activities are exempt because there are no circumstances which require compliance with any other Federal laws and authorities as cited at 24 CFR § 58.5 prior to the Developers incurring costs for such activities. For projects not exempt under 24 CFR § 58.34 or categorically excluded under 24 CFR § 58.35, the Developers must collaborate with the County to prepare an Environmental Assessment and make a finding as described in 24 CFR §§ 58.36 through 58.45. The finding must be published and disseminated to the public prior to the Developers incurring costs for such projects. If applicable, no funds shall be distributed under this Contract until a finding of no significant impact is established.
 - F. The Developers agree to utilize funds available under this Contract to supplement rather than to replace funds otherwise available.
 - G. If Program Income, as defined at 24 CFR § 570.500(a), is generated from this Project ("Program Income"), the Developers shall comply with all terms of this Contract applicable to Program Income and all terms of the current Program Income Reuse Plan between the County and the Developers, the terms of which are incorporated into this Contract by reference.
 - H. If Program Income is generated from the Project and remitted to the County, the County may allow the Developers, as provided in the Scope of Services or at the County's discretion, to apply for reimbursement from the Program Income held by the County to pay for services rendered by the Developers that are the same type of services described in the Scope of Services. To request reimbursement from Program Income, the Developers will be required to submit drawdown requests in conformance with all federal rules and regulations and the Jefferson County Housing, Economic

and Employment Services Reimbursement Request Requirements Policy established by the Housing, Economic and Employment Services Director which is currently in effect or as it is amended in the future.

3. **PERIOD OF COMPLETION.** The Period of Completion for the Project shall be the time period set forth on page 1 of this Contract and in the Schedule of Completion set forth in Exhibit 1 (the "Period of Completion").
4. **TERM OF CONTRACT.** The term of this Contract shall be effective from the date of execution by the County (the "Effective Date"). Work performed, or costs incurred by the Developers prior to the Effective Date shall not be reimbursed by the County except as permitted by Section 2(D) of this Contract. The term of this Contract and all provisions herein shall terminate upon the Completion Date set forth on page 1 of this Contract unless sooner terminated as provided in this Contract, except that the Contract and its terms shall be automatically extended to and cover any additional time period during which the Developers remain in control of CDBG funds or other assets, including Program Income. If the Developers receive Program Income after the Completion Date, the terms of this Contract shall continue in effect during the time period that the Developers continue to perform services funded by Program Income. Further, the term of this Contract and all provisions herein shall also be extended until such time as any real property which is acquired or improved in whole or in part with CDBG and Program Income funds in excess of \$25,000.00 has begun to meet the CDBG National Objective identified in Exhibit 1 and met the CDBG National Objective for a period of five (5) years (or longer if the Scope of Services or Program Income Reuse Plan provide a longer period), unless sooner terminated as provided in this Contract.

If the Developers fail to substantially adhere to the Scope of Services and Schedule for Completion of Services set forth in Exhibit 1, the County shall have the right to terminate this Contract, and the Developers shall thereupon forfeit any unexpended Project funds, unless it is determined by a court of competent jurisdiction that there were extenuating circumstances beyond the control of the Developers and the goals or purposes of the Project can still reasonably be accomplished.

5. **ACTIVITY RESPONSIBILITY, REPRESENTATIVES, AND COMMUNICATION.** The individuals identified on page 1 of this Contract are designated for the purposes of this Contract as the County Representative and the Subrecipient's representative (or their successors or assigns). All applicable invoices, statements, inquiries, and replies between the parties' representatives shall be addressed and served upon the respective representatives at the addresses set forth on page 1. Key Notices, as defined below, shall be sent in accordance with the following section.
6. **Key Notices.**

A. "Key Notices" under this Contract are notices regarding any Contract default, Contract dispute, termination of the Contract, or changes in a party's representative or the representative's address or the notice address. Key Notices shall be given in writing and shall be deemed received if given by: (i) confirmed electronic transmission (as defined in subsection (B) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission, (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail, or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic transmission with a hard copy of the communication by the means described in subsection (A)(ii) or (A)(iii) above. All other daily communications or notices between the parties that are not Key Notices may be done via electronic transmission. Notice shall be given to the parties at the addresses specified on page 1 under the Key Notices Section. The parties shall give written notice of any change of address in accordance with this section. All Key Notices to the County shall include a reference to the Contract, including the Subrecipient's name and the date of the Contract and a copy of any Key Notice shall also be sent to the Jefferson County Attorney as follows:

Jefferson County Attorney
100 Jefferson County Parkway, #5500
Golden, Colorado 80419
Tele: (303)-271-8900
Email: CAOContracts@jeffco.us

B. **Electronic Transmissions.** The parties agree that: (i) any notice or communication transmitted by electronic transmission, as defined below, shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic transmission as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term "electronic transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that

may be directly reproduced in paper form by such a recipient through an automated process, but specifically excluding facsimile transmissions and texts.

The parties may change their representative or their representative's address at any time by written notice to the other party.

7. METHOD OF PAYMENT.

- A. Subrecipient shall request reimbursement either on the basis of a lump sum payment upon completion of the Project or on the basis of periodic payments during the course of the Project as the work progresses.
- B. Requests for periodic reimbursements shall be in a form acceptable to the County and shall be submitted to the County Representative for review and approval. Requests for periodic, partial reimbursements shall not be submitted more frequently than two times per month and shall be supported and documented on the basis of costs actually incurred by the Developers on the Project during the period for which reimbursement is requested. Subrecipient shall provide all supporting documentation to verify expenditures as specified or requested by the County and/or required by current audit practices or County or HUD policies.
- C. In no event shall the County be liable for or pay any extra costs, overruns or additional amounts in excess of the Contract Price; provided, however, that this provision shall not prevent the Contract Price from being increased or decreased by an amendment to this Contract or by requests for reimbursement from Program Income generated by the Project and previously paid to the County by the Subrecipient.
- D. The County agrees to pay Subrecipient only from those CDBG funds paid to the County by HUD pursuant to the Funding Approval Agreement between the County and HUD for the funding years set forth on page 1 of this Contract or from Program Income as provided in this Contract. The Subrecipient shall be subject to the terms and conditions of said Funding Approval Agreement.
- E. Subrecipient shall submit all invoices and requests for reimbursements for compensation due under this Contract no later than forty-five (45) days after the end of the applicable Period of Completion or after termination of this Contract, whichever event occurs first. All invoices and requests for reimbursements shall be for work performed in the performance of the Project or services performed under the provisions of a Program Income Reuse Plan within the applicable Period of Completion or as thereafter amended. All Project work or services not conducted within the applicable Period of Completion shall not be eligible for reimbursement under this Contract. Any request for payment made after the applicable forty-five (45) day periods described herein shall be considered untimely and may be denied, unless arrangements for additional days have been requested by the Subrecipient and approved by the County in advance of the termination of this Contract. Such approval by the County shall not be unreasonably withheld. The Developers hereby waive all rights, interests or claims to any funds or compensation from the County for services rendered or costs incurred under this Contract not invoiced or requested for reimbursement and made in writing to the County before the end of the 45-day periods described herein or termination, whichever event occurs first.
- F. The County Representative shall have the authority to pay CDBG funds in advance of expenditure by the Developers, at the sole discretion of the County Representative, when Project completion may be jeopardized due to circumstances unforeseen by the Developers and the Project is deemed necessary to meeting the goals of the County's Consolidated Plan.
- G. Contractor's Settlement. If the Project involves construction or rehabilitation and CDBG funds are used for the construction or rehabilitation on any one property in excess of Fifty Thousand Dollars (\$50,000.00), final payment shall not be made to contractors until the Developers have approved the payment and a notice of contractor's settlement has been published in accordance with Colorado Revised Statutes (C.R.S.) § 38-26-107. The County will condition the award upon receipt of any duly executed approvals of the corporate surety or sureties issuing the bonds required hereunder. Such final settlement shall be published as provided by statute at least twice, the last publication appearing at least ten (10) days prior to the date of final settlement. On the date of final settlement (or such later date as may be permitted by statute if claims are asserted or litigation is commenced alleging nonpayment of funds due for labor, materials, supplies, etc.), payment and settlement shall be made in full (the "Final Acceptance").

If the Project involves construction or rehabilitation and the cost of construction for any property is Fifty Thousand Dollars (\$50,000.00) or less, the Developers shall ensure that lien waivers are obtained from all contractors, suppliers and subcontractors who provide materials or labor for the Project on such property prior to final payment to each contractor, supplier and subcontractor and prior to payment or reimbursement by the County for such costs.

- 8. HUD FUNDS. The County's obligation to make payment to the Subrecipient pursuant to this Contract is contingent upon CDBG funds for that purpose being paid to the County by HUD. If such CDBG funds are not paid to the County by HUD, this Contract shall terminate. The Developers agree that they will include in every contract into which they enter and agree to pay CDBG monies that they rely on CDBG monies for funding. The Developers shall also include in such contracts a

clause that will protect themselves and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason.

9. INSURANCE BOND GUARANTY AND SUBCONTRACTORS.

A. The Developers shall procure and maintain insurance coverage from an insurer licensed to do business in Colorado in the types and amounts set forth on Exhibit 3, which is attached hereto and incorporated herein by this reference. Any deviations below such insurance requirements must be approved by the County's Safety & Compliance division. The Developers shall furnish the County with copies of certificates of all required insurance prior to commencing the Project. The certificates shall identify this Contract. The County reserves the right to reject any insurer it deems not financially acceptable based on insurance industry resources.

During the term of this Contract the Developers shall provide the County written evidence of continuing insurance coverage within three (3) business days of a request from the County. The Developers shall provide the County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by the County, the Developers shall request from their insurance company an endorsement to the insurance policy for this Contract which will require the insurance company to provide the County with notice of cancellation of the policy. The Developers shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement.

The Developers shall also require or provide insurance coverage of each subcontractor as will protect them from claims that may arise out of or result from the performance of services under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of the County and worker's compensation coverage.

B. Performance and Labor and Materials Bond. If the Project involves construction or rehabilitation, and the cost for such construction or rehabilitation on any one property exceeds Fifty Thousand Dollars (\$50,000.00), the Developers shall ensure that its contractors furnish, at the contractors' expense, a separate performance bond and a labor and materials bond, each for an amount not less than 100% of the Contract Price. The bonds shall be issued by a qualified corporate surety licensed to transact business in Colorado. If at any time during performance of the Project the surety on the bonds is disqualified from doing business in Colorado, or becomes insolvent or otherwise impaired, the Developers' contractors shall furnish bonds from an alternate surety acceptable to the County and the Developers. The bonds shall be delivered to the County Representative prior to the commencement of work and shall remain in effect until Final Acceptance, including completion of all warranty and guaranty work. The contractors shall secure an increase in the bonds in an amount equal to the cost of any additional work authorized pursuant to a duly executed change order or Contract amendment or Program Income Reuse Plan. If the Project involves construction or rehabilitation and the cost of construction for any property is Fifty Thousand Dollars (\$50,000.00) or less, the Developers shall ensure that lien waivers are obtained from all contractors, suppliers and subcontractors who provide materials or labor for the Project on such property prior to final payment to each contractor, supplier and subcontractor and prior to payment or reimbursement by the County for such costs.

C. Guarantee. If the Project involves construction or rehabilitation, the Developers shall ensure that its contractors will guarantee the Project work against defects in workmanship and materials for a period of one (1) year commencing on Final Acceptance or upon issuance (the "Guarantee Period"). The Developers' contractors shall also assign to the County and Developers any longer-term guarantee of materials used by any contractors as may be provided by the manufacturer. The Developers shall ensure that their contractors promptly replace any materials or re-perform any portion of the work found to be defective within the Guarantee Period in accordance with the Contract and without expense to the County or the Developers. If contractors fail to proceed promptly in accordance with these guarantees, the County or the Developers may have the work performed at the expense of the contractor.

D. Subcontractor/Indemnification. The Developers shall include a clause in all their subcontracts for projects involving construction or rehabilitation which states that "The Contractor shall promptly pay all subcontractors, material suppliers, laborers and employees, and shall require all subcontractors to do likewise and shall keep the property free from all liens, claims or judgments, and shall indemnify, defend, and hold harmless the property owner, the County of Jefferson, Federal Government, and the Developers from and against any and all such liens, claims or judgments and from and against any and all suits, actions or proceedings and costs, including attorneys' fees for defending such suits, actions or proceedings." Further, the Developers agree to indemnify, defend, and hold harmless the County, the federal government and any homeowner whose property is encumbered by a lien from a contract entered into by the Developers for labor or materials for said homeowner's property, from and against any and all such liens, claims or judgments and from and against all suits, actions or proceedings and costs, including attorneys' fees for defending such suits, actions or proceedings. If any lien, claim or judgment is filed against the property and such lien, judgment or claim is not cleared from the property records of Jefferson County, the Developers shall either pay such lien, claim or judgment or cause such lien, claim or judgment to be released from the property records for such property.

10. INDEPENDENT CONTRACTOR. In performing the Project work or services, the Developers act as independent contractors responsible for calculating, withholding, and paying all Federal and State taxes and for obtaining necessary and adequate workers' compensation insurance, general liability insurance and any other insurance required under this Contract. The Developers' employees are not and shall not become employees, agents or servants of the County hereunder. The Developers and the Developers' employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Developers or some other entity and the Developers are obligated to pay Federal and State income tax on any monies paid pursuant to this Contract.
11. INDEMNIFICATION. The Developers agree to and do indemnify, defend, and hold the County, its officials, agents and employees harmless from and against any and all claims, losses, damages, injuries and expenses (including attorneys' fees) relating to or arising out of the acts or omissions of the Developers or their officers, employees, agents or subcontractors in connection with this Contract, including without limitation any workers' compensation claims brought by any officer, employee, agent or subcontractor of the Developers relating to or arising out of such person's performance under this Contract. This indemnification and hold harmless provision shall survive completion of the Project and termination of this Contract. Nothing herein shall be construed as a waiver of defenses available to the County under the Governmental Immunity Act.
12. COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS AND INDEMNIFICATION WITH RESPECT THERETO. The Developers specifically agree to comply in the performance hereof with all of the requirements set forth in Exhibit 4, which is attached hereto and incorporated herein, and with all local, State and Federal ordinances, codes, laws, rules, regulations, orders, and guidelines that are referenced herein and applicable to the Scope of Services or that may be or become applicable to the Project even though not stated herein. The Federal regulations located in 2 CFR Part 200, as modified by 24 CFR Part 570, are hereby incorporated into this Contract.

In addition, performance of work involving any physical construction or improvements shall conform to applicable building permit and inspection requirements of the County or the applicable jurisdiction. The Developers hereby agree to indemnify, defend, and hold the County harmless from any fine, penalty, loss, damage or liability the County may incur or suffer, including attorneys' fees, arising from the performance of the Contract by the Developers or their subcontractors, officers, employees or agents.
13. QUARTERLY PERFORMANCE REPORT. The Subrecipient shall prepare and submit to the County at least every three (3) months a detailed Quarterly Performance Report no later than fifteen (15) days after the end of each quarter beginning upon Contract execution and lasting until the Project is completed, the Subrecipient no longer remains in control of any Program Income, the Subrecipient no longer intends to apply for reimbursement from Program Income or until all real property acquired with CDBG funds has met the CDBG National Objective as required by this Contract and HUD regulations, whichever period is greater. Said report shall be in a format approved by the County and shall be directly related to the Project and Project Budget. The contents of the report shall provide data and information to County to be used for coordinating, monitoring and evaluating the Project to its completion and the tracking of Program Income. Failure to submit said report may constitute grounds for withholding compensation.
14. ADVERTISEMENT AND PUBLIC NOTICES. The Developers shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with CDBG funds or Program Income includes the following statement: "The funding source for this activity is Community Development Block Grant Funds made available through the Housing, Economic and Employment Services Program of Jefferson County, Colorado."
15. TERMINATION AND EXCUSABLE DELAYS.
 - A. Termination for Cause. If, for any reason, the Developers shall fail to substantially perform the work required by the Scope of Services under this Contract or fails to ensure the performance of the work called for herein, by legal means if necessary, with such diligence as will ensure its completion within the Period of Completion of this Contract or as the period may have been amended, or materially fails to comply with any of the terms, conditions, or other provisions of this Contract which shall constitute a violation or breach of this Contract, the County may, for cause, terminate this Contract in advance of the end of the stated Period of Completion by giving written notice to the Developers at least 5 working days in advance of the effective termination date and shall state in the notice the reason or reasons for the termination. In the event of termination under this subparagraph, the Subrecipient shall be paid for all work satisfactorily completed by the Developers in accordance with the terms of this Contract and all applicable laws and regulations and commensurate with the amount of work done on the Scope of Services up to the date of termination less all amounts previously paid; provided, however, that the Subrecipient shall not be paid nor be considered eligible for payment of termination expenses, incidental, direct or consequential costs or damages or loss of profits due to the termination or for

any expenses for real estate acquisition, development, construction, repair, remodel or related expenses if such expenses are for a real property that will not be used to meet a National Objective as required by this Contract.

The County may terminate or suspend this Contract for cause if the Developers fail to comply with any terms of this Contract, which include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of the Developers to fulfill in a timely and proper manner their obligations under this Contract;
- (3) Ineffective or improper use of funds provided under this Contract; or
- (4) Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

In addition to the other remedies available to it, in the event the County terminates this Contract due to the Developers' failure to cure any default as provided herein above or due to the Developers' breach or violation of any covenant, agreement or assurance herein, the County retains the right and may, at its option, make written demand for repayment of, and Subrecipient shall immediately upon receipt of such written demand of the County, repay all sums received by the Subrecipient from the County under this Contract as of the date of said demand, plus interest thereon at the legal rate plus all expenses incurred by the County, including reasonable attorney's fees incurred in recovering said sums, except that Subrecipient may retain amounts which reflect payment for work satisfactorily completed in accordance with the terms of this Contract and all applicable regulations for expenditure of CDBG funds if such amounts are not for any expenses for real estate acquisition, development, construction, repair, remodel or related expenses if such expenses are for a real property that will not be used to meet a National Objective as required by this Contract. Any payments to Subrecipient upon termination shall only be from CDBG funds received by the County and payments shall only be made if approved for payment by HUD.

- B. Termination for the Convenience of the County. This Contract may be terminated by the County at any time. In such event, the County shall give notice thereof to the Developers as provided in subparagraph A above, and the Subrecipient shall be paid for all work satisfactorily completed by the Developers commensurate with the amount of work done on the Project up to the date of termination less all amounts previously paid and except that no payment shall be made for any expenses for real estate acquisition, development, construction, repair, remodel or related expenses if such expenses are for a real property that will not be used to meet a National Objective as required by this Contract. Except as provided above, Subrecipient shall be paid any other amount as mutually agreed upon by the parties for the documented direct and incidental termination expenses due to the termination. The payments to Subrecipient upon termination shall only be from CDBG funds received by the County and payments shall only be made if approved for payment by HUD.
- C. Records and Subcontracts. Upon any termination of this Contract in advance of its expiration date and at the discretion of the County, all undelivered documents, maps, models, photographs, reports or copies thereof, materials, equipment, supplies or other items prepared by the Developers or their subcontractors for use in the Contract work, shall be delivered to the County in their state of preparation at the time of termination subject to the provisions of any termination agreement or order providing otherwise. The Developers shall also immediately notify the County of all subcontracts, purchase orders or other commitments of the Developers which shall be outstanding on the termination date and shall take such action with respect thereto as the parties hereto shall mutually determine. No termination hereunder shall relieve the Developers of their responsibilities to maintain Project records in accordance with this Contract.
- D. Reversion of Assets. Upon the termination of this Contract the Developers shall transfer to the County any CDBG or Program Income funds on hand at the time of termination and any accounts receivable attributable to the use of CDBG or Program Income funds. Any real property that was acquired or improved in whole or in part with CDBG or Program Income funds in excess of \$25,000.00 shall upon the termination of the Contract either meet a CDBG National Objective for at least five years thereafter (or longer if the Scope of Service or Program Income Reuse Plan provide a longer period) or the Developers shall pay to the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The Developers shall not change the use of any such property from that for which the acquisition was made unless affected citizens have been provided with reasonable notice of and opportunity to comment on any proposed change, the County has approved such change of use and the change in use has met all applicable Federal laws and regulations. The provisions of this section shall survive termination of this Contract.
- E. Termination Hearings and Appeals. Prior to any termination, the Developers retain the right to such hearing, appeal, or other administrative proceeding as the Developers are entitled to under applicable statutes or regulations.
- F. Reallocation. Upon termination of this Contract for any reason or expiration of the Period of Completion, the County shall be entitled to allocate to other qualifying entities and projects any CDBG funds not utilized by the Developers for

the Project and services described in Exhibit 1 or any assets which reverted to the County pursuant to subparagraph D above.

16. **CLOSE-OUTS.** The Developers' obligations to the County under the terms of this Contract shall not end until all close-out requirements are completed as determined by the County and HUD for the Project or any additional services provided under a Program Income Reuse Plan. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, Program Income balances, copies of transferred records, and receivable accounts to County upon closeout or upon the County's request), and determining the custodianship of records.
17. **VIOLATIONS AND BREACHES OF CONTRACT.** Notwithstanding any provision appearing to the contrary, the County may take any or all of the following actions when the Developers fail to comply with any applicable Federal law or regulation, including all HUD requirements applicable to the Project, or any provision found in this Contract:
 - A. The County may impose additional conditions on the Developers, as provided in 2 CFR § 200.207 and 2 CFR § 200.338.
 - B. The County may withhold payments or disbursements under this Contract to the Subrecipient.
 - C. The County may recommend to HUD suspension or debarment proceedings for the Developers.
 - D. The County may pursue all other remedies legally available to it.
 - E. The Developers shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Contract by the Developers. The County may withhold payment of compensation to Subrecipient for the purpose of setoff until such time as the exact amount of damage incurred by the County which would be due from the Developers is determined and paid. Such damages may include funds that the County must return to HUD because of HUD's disqualification of any or all of the services described in the Scope of Services.
18. **AMENDMENTS.**
 - A. Any party to this Contract may request amendments to this Contract at any time, but no amendment shall be binding unless it is agreed upon by all parties to this Contract in a properly executed document. All amendments shall be properly authorized and executed prior to any work being performed thereon. This section notwithstanding, extensions of the Period of Completion may be made in accordance with the provisions of subsection B below; minor modifications may be made in accordance with the provisions in subsection C below if approved by the County at the County's sole discretion; and amendments resulting from changes in laws, rules or regulations may occur in accordance with subsection D below.
 - B. The County Representative is hereby delegated the authority to grant extensions of the Completion Date in writing when such extensions are determined by the County Representative, in his or her sole discretion, to be necessary for the satisfactory completion of the Project. All requests to extend the Completion Date shall be submitted in writing to the County Representative for review. If such extension is approved, the County Representative shall endorse the request accordingly for and on behalf of the County, and it shall thereupon be appended to this Contract and become an amendment hereof.
 - C. The Developers shall adhere to the Scope of Services and the Project Budget as set forth in Exhibit 1 and 2, respectively, but may request minor changes to the Scope of Services and Project Budget as necessary for the satisfactory completion of the Project, which requests may be approved in writing by the County Representative as provided herein or as provided in any current or future policy adopted by the Board of County Commissioners. The County Representative may approve written requests for adjustments in budget line items as determined necessary by the County Representative provided the change does not exceed the total amount awarded. The County Representative may approve written requests for minor Project modifications affecting less than \$10,000 of the Project award amount, if the modification is determined by the County Representative to be necessary for the satisfactory completion of the Project and would not change the National Objective or activity category as designated for the original Project. Such minor modifications, however, may only be approved by the County Representative if the total award amount would not change, and if the modification would not result in expenditures that are ineligible for reimbursement.
 - D. Any change in or new Federal, State or local law, rule, Executive Order, OMB circular, or other regulation, which applies to projects funded by CDBG funds, shall be deemed to be incorporated into this Contract.
19. **INTEGRATED DOCUMENT.** This Contract including all exhibits embodies the entire understanding between the County and the Developers for the Scope of Services and their terms and conditions. No verbal agreements or conversation with any officer, agent or employee of the County or the Developers prior to or subsequent to the execution of this Contract shall affect or modify any of the terms or obligations contained in any documents comprising this Contract.

20. NON-ASSIGNABILITY. The Developers' rights and responsibilities under this Contract shall not be assigned or transferred by the Developers without the prior, written consent of the County. This Contract is voidable by the County if assigned by the Developers without the prior written consent of the County. Subcontracts or purchase orders for equipment, materials or supplies, or for assistance in the performance hereof, are permissible where undertaken in accordance with applicable Federal procurement requirements.
21. SUCCESSORS. Except as herein otherwise provided, this Contract shall take effect to the benefit of and be binding upon the parties, or any contractors, subcontractors, representatives or agents hereto, and their respective successors and assigns.
22. JURISDICTION. This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such state, and the courts of such state shall have sole and exclusive jurisdiction of disputes or litigation arising hereunder.
23. VENUE. Venue for any and all legal actions arising hereunder shall live in the District Court in and for the County of Jefferson, State of Colorado.
24. INCORPORATION BY REFERENCE. All of the parts of this Contract and those which may become properly appended hereto, and all applicable Federal, State, and local laws, rules, regulations, circulars, and Executive Orders pertaining to the Community Development Block Grant Program and this Project, and the Funding Approval Agreement executed by the United States Department of Housing and Urban Development and the County and any other document referenced for incorporation are incorporated herein by this reference.
25. SEVERABILITY CLAUSE. The declaration by any court or other binding legal authority that any provision of this Contract is illegal, and void shall not affect the legality and enforceability of any other provision of this Contract unless said provisions are mutually dependent.
26. SURVIVAL OF TERMS. Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this Contract, and the exhibits and attachments hereto, which may require continued performance or compliance beyond the Completion Date or the termination of this Contract shall survive such termination and Completion Date and shall be enforceable as provided herein in the event of a failure to perform or comply by a party to this Contract.
27. REPRESENTATION - PARTIES AUTHORIZED TO SIGN. The parties hereby stipulate and represent that all procedures necessary to authorize the execution of this Contract have been performed and that the persons signing for each of the parties have been authorized to do so.
28. DELEGATION. The County Representative or her appointed designee is hereby authorized to execute on behalf of the County any documents necessitated by this Contract, but which do not alter the terms of this Contract. Such documents shall include, but not be limited to, collateral assignments, subordination agreements and releases of deeds of trust or other collateral.
29. WAIVER. The County's failure to act with respect to a breach by the Developers does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
30. ELECTRONIC SIGNATURES. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

SIGNATURE PAGE FOLLOWS

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

SUBRECIPIENT:
JEFFERSON COUNTY HOUSING AUTHORITY DBA
FOOTHILLS REGIONAL HOUSING

By: *Lori Rosendahl*
Lori Rosendahl, Executive Director

STATE OF COLORADO
COUNTY OF Jefferson

The foregoing Contract was acknowledged before me this 10th day of November 2022, by Lori Rosendahl, as Executive Director of Jefferson County Housing Authority dba Foothills Regional Housing, the Subrecipient herein named.

Mary J. Barner
Notary's official signature

MARY I. BARNER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20184007194
My Commission Expires 2/17/2026

OWNER:
3330 Ames St, LLC, a Colorado limited liability company

By: Jefferson County Housing Authority d/b/a
Foothills Regional Housing, its Manager

By: *Lori Rosendahl*
Lori Rosendahl
Executive Director

STATE OF COLORADO
COUNTY OF Jefferson

The foregoing Contract was acknowledged before me this 10th day of November 2022, by Lori Rosendahl, Executive Director of Jefferson County Housing Authority dba Foothills Regional Housing, the Manager of 3330 Ames St, LLC, the Owner herein named.

Mary J. Barner
Notary's official signature

MARY I. BARNER
NOTARY PUBLIC - STATE OF COLORADO
Notary ID #20184007194
My Commission Expires 2/17/2026

COUNTY OF JEFFERSON, STATE
OF COLORADO



By: _____
Lynnae Flora, Deputy Director
Department of Human Services

STATE OF COLORADO
COUNTY OF JEFFERSON

Date: 11/16/2022


The foregoing Contract was acknowledged before me this 16th day of November, 2022, by Lynnae Flora as Deputy Director of the Department of Human Services, County of Jefferson, State of Colorado.



Notary's official signature
DAN# 20194045193-348309

ALAKSANDRA SEVIER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194045193
MY COMMISSION EXPIRES DECEMBER 5, 2023

APPROVED AS TO FORM:



Jean R. Biondi
Assistant County Attorney

EXHIBIT 1

SCOPE OF SERVICES AND SCHEDULE OF COMPLETION

I. OVERVIEW

A. Project Description

The County will award Community Development Block Grant ("CDBG") funds in an amount not to exceed \$440,000.00 to Jefferson County Housing Authority d/b/a Foothills Regional Housing (the "Subrecipient"). The Subrecipient will loan the CDBG funds provided by the County pursuant to this Contract to 3330 Ames St LLC (the "Owner,"), and the Owner will use the CDBG funds to pay for a portion of the acquisition costs for the property located at 3330 Ames Street, Wheat Ridge, CO 80212 (the "Property"), legally described as:

LOTS 7, 8, AND 9, TOGETHER WITH THE WEST 1/2 OF THE VACATED ALLEY ADJOINING SAID LOTS, A
SUBDIVISION OF BLOCK FIVE COLUMBIA HEIGHTS, COUNTY OF JEFFERSON, STATE OF COLORADO

The Property, which will be called Ames Street, contains twenty-two (22) existing rental housing units, consisting of ten (10) studio/one-bath, eleven (11) one-bedroom/one-bath, and one (1) two-bedroom/one-bath housing units (the "Units").

After closing on the Property, the Subrecipient and Owner (collectively, the "Developers") will operate Ames Street as a free-standing affordable family community in Wheat Ridge and will rent the Units in accordance with the terms of this Contract.

B. Project Activities

- Public Service
- Public Facilities and Improvements
- Economic Development
- Homeownership Assistance
- Eligible Rehabilitation and Preservation Activities
- Acquisition
- Disposition
- Clearance

C. Project Outcome Measures

- ____ People Served
- ____ Public Facilities Improved
- ____ Households Assisted
- 22 Housing Units Created or Improved
- ____ Businesses Assisted or Created
- ____ Jobs Sustained or Created
- ____ Organizations Assisted

D. Population to Be Served

- 0% – 30% Area Median Income as defined by HUD ("AMI")
- 31% - 50% AMI
- 51% - 80% AMI
- Special Needs Population (seniors, disabled, etc.). Please specify:

E. CDBG National Objective Achieved

- Benefiting low- and moderate-income persons
- Preventing or eliminating blight
- Meeting other community development needs having a 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.

II. PROPERTY MANAGEMENT

The Subrecipient shall maintain managerial control over the Property throughout the Contract term and the Affordability Period through its managerial control of the Owner, or through another means approved by the County.

III. AFFORDABILITY REQUIREMENTS

The Developers shall ensure that the Units meet the affordability requirements set forth herein throughout the duration of the Affordability Period (as defined below).

A. Eligible Households

Throughout the duration of the Affordability Period, the Developers shall rent at least fifty-one percent (51%) of the Units only to households whose income is equal to or less than 80% of the current Area Median Income ("AMI"), as published annually by the U.S. Department of Housing and Urban Development ("HUD"), adjusted for household size ("Eligible Households").

B. Existing Tenants

Any existing tenant of a Unit at the time the Property is acquired by the Owner may continue to rent such Unit for the remainder of the tenant's lease term.

C. Affordability Period

The Affordability Period for each Unit shall be ten (10) years beginning on the date that at least fifty-one percent (51%) of the Units are first rented to an Eligible Household.

D. Affordable Rents

Throughout the duration of the Affordability Period, the Developers shall rent vacant Units to Eligible Households at "Affordable Rents," which is defined to mean rents that are not greater than the Colorado Housing and Finance Authority's most current published multifamily low-income housing tax credit rents for Jefferson County for 80% of Area Median Income.

E. Restrictive Covenant

To ensure that the affordability requirements and other requirements described above are met throughout the Affordability Period, the Owner shall execute and record a restrictive covenant running with the land in a form acceptable to the County prior to the disbursement of any CDBG funds.

OTHER REQUIREMENTS

A. Cash Management and Reporting

- The Developers shall maintain financial records detailing the receipt and expenditure of Program Income funds separately from other CDBG program funds being administered.
- The Program Income balance, if any, must be held in a separate interest-bearing account. Any interest earned on this account must be returned to the County annually which in turn will be remitted to HUD.
- The Subrecipient is required to provide an annual report tracking all Program Income activity, including Program Income received, expended and/or returned to the County, interest earned on Program Income, and Program Income balances.
- Program Income earned must be spent before additional CDBG funds are requested.
- At program close or termination of the Contract between the County and the Developers, all remaining Program Income must be remitted to the County.

B. Reporting Requirements

The Subrecipient shall prepare and submit Quarterly Performance Reports as required as provided in the Contract.

C. Environmental Responsibilities

Prior to the disbursement of CDBG funds, an environmental review process must be completed and cleared by Jefferson County in accordance with 24 CFR Part 58.

D. Residency Requirements

Jefferson County CDBG Funds must be used to serve residents of the "Urban County," which as of the date of execution of the Contract includes the municipalities of Golden, Edgewater, Wheat Ridge, Lakeside and unincorporated Jefferson County. If the participants in the Urban County change during the term of the Contract, the County will notify the Developers of the change.

E. Compliance with Laws

The Developers warrant that the Property will conform to all local zoning and platting laws, regulations and ordinances and that there is sufficient water and sewer service available for the proposed use.

Exhibit 2: Budget Summary

Subrecipient:	Jefferson County Housing Authority - Ames Street
Funding Source:	CDBG
Funding Year:	2021

Community Development Block Grant BUDGET	
<i>List budget items and amounts to be paid for with the awarded CDBG funds.</i>	
Budget Item	CDBG Amount
Personnel (Applies only to earnings of staff performing direct project delivery. Salary reimbursements shall only be paid if salary rates are approved in writing by the County Representative prior to said expenses being incurred.)	
	\$ -
	\$ -
	\$ -
TOTAL Personnel	\$ -
Travel (Applies only to mileage of direct project delivery staff, at current federal rate.)	
	\$ -
	\$ -
TOTAL Travel	\$ -
Project/Operating Costs	
Acquisition Costs	\$ 440,000.00
	\$ -
	\$ -
TOTAL Project	\$ 440,000.00
TOTAL CDBG BUDGET	\$ 440,000.00

Total Activity/Project Budget BUDGET		
<i>Provide overview of entire activity/project.</i>		
Type of Funds	Amount	
CDBG Funds	\$	440,000.00
FirstBank Loan	\$	2,775,000.00
CHFA Loan #1	\$	800,000.00
CHFA Loan #2	\$	600,000.00
CHFA CMF Grant	\$	150,000.00
FRH Equity	\$	75,000.00
TOTAL ACTIVITY/PROJECT FUNDS	\$	4,840,000.00
CDBG SHARE	9%	\$ 440,000.00
OTHER FUNDS SHARE	91%	\$ 4,400,000.00

	INSURANCE REQUIREMENTS – Exhibit 3	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability, auto liability, and cyber liability (if required) policies.	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Workers compensation - statutory limits provided by an insurance carrier that is licensed to do business in Colorado. The policy shall contain a Waiver of Subrogation on behalf of Jefferson County. Employer’s liability - \$100,000 each accident \$500,000 disease policy limit \$100,000 disease each employee	Required, Unless sole proprietorship
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Commercial automobile liability insurance – including owned, hired, and non-owned vehicles. (If autos are used in the performance of work under this agreement). Combined single limit for bodily injury and property damage.	Required \$1M CSL per accident
	Professional Liability/Errors and Omissions limits.	\$1M ea claim \$1M aggregate
	Crime – Employee Dishonesty - \$1,000,000 Forgery or Alteration - \$1,000,000 Theft Destruction & Disappearance - \$500,000 Computer Fraud - \$1,000,000 Wire Transfer - \$1,000,000 Third Party Coverage Jefferson County must be named as Loss Payee on the policy	
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required

	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required



Dear valued business partner,

Jefferson County, Colorado is pleased to announce that we have established a new business relationship with the insurance professionals known as IMACC "*IMA Certificate Compliance*". Effective February 1, 2020 *IMA Certificate Compliance* will be serving as our primary Certificate of Insurance tracking partner to verify that you are satisfying the insurance requirements set forth in the agreement between you and Jefferson County. Utilizing *IMACC* in order to provide proof of your required insurance will be **mandatory** for all vendors in contract with Jefferson County. *IMACC* is a division of IMA, Inc. IMA Inc. is the 6th largest independently owned broker in the United States and has over 40 years of insurance brokerage experience. Paired with its insurance expertise, *IMACC* will be utilizing an online system that has been widely used in the industry and we are confident it will streamline the insurance certificate verification process for both you and Jefferson County.

What is *IMA Certificate Compliance*?

- *IMACC* is responsible for tracking and verifying that your certificates of insurance meet the requirements specified when you signed with Jefferson County.
- *IMACC* will work directly with your insurance agent to obtain a compliant certificate, but will NOT dictate policy terms. It is your Insurance Agent's responsibility to talk to you if your policy needs to be amended.

How this affects you?

- You will no longer provide a Certificate of Insurance directly to Jefferson County. All certificates going forward will be provided to *IMACC* directly through your insurance agent by using the *IMA Certificate Compliance Agent Portal*.
- When a renewal certificate is needed *IMACC* will reach out directly to your insurance agent to request an updated certificate.
- Any insurance cancellation notices, premiums past due notices, etc. will be sent to Jefferson County and you or your broker will be required to update your insurance obligations accordingly and provide *IMACC* with the necessary information for compliance. If you change insurance agents, you are required contact *IMACC* with the new agent information.

You will be receiving a registration e-mail from certificatecompliance@imacorp.com Please follow the instructions in the e-mail to complete your registration with *IMACC*

You may contact *IMACC* directly at 303-615-7994 or via e-mail at certificatecompliance@imacorp.com if you have any questions.

Please add the e-mail certificatecompliance@imacorp.com to your safe sender's list to ensure you receive all email communication from *IMACC*

Thank you,

A handwritten signature in blue ink, appearing to read "Michael Dobbs", is written over a light blue horizontal line.

Michael Dobbs
Director, Safety and Compliance

EXHIBIT 4
**FEDERAL AND COUNTY STATUTORY
AND REGULATORY PROVISIONS**

PURPOSE: The work to be performed under this Agreement is on an activity funded all or in part with Federal Community Development Block Grant (CDBG) funds and is subject to applicable Federal laws and regulations. This Exhibit contains applicable Federal laws and regulations. This Exhibit is made a part of the Agreement. In the event of any conflict in the provisions of this Exhibit and any other provision not found in this Exhibit, without specific statement or supersedure, the provisions of this Exhibit shall apply.

1. **HUD REGULATIONS AND REQUIREMENTS.** This Agreement is made pursuant to the authority of Title 1 of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time) constitute part of this Agreement. The Subrecipient agrees to comply with all applicable regulations and requirements of HUD now or hereafter in effect.

2. **ACTIVITY RECORDS.**

a. **Records to be Maintained.** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR Section 570.506 and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- 1) Records providing a full description of each activity undertaken;
- 2) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- 3) Records required to determine the eligibility of activities;
- 4) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- 5) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- 6) Financial records as required by 24 CFR Section 570.502 and 2 CFR 200.328 subsections (a) and (e).
- 7) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

b. **Retention.** The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of four (4) years after the termination of all activities funded under this Agreement, after County's submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time, or after resolution of any litigation, claims, audits, negotiations or other actions that involve the said records, whichever date occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment.

c. **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request. Client data pertaining to loans generating program income will also be transferred, along with the assets securing the loan, to the County upon project closeout.

d. **Disclosure.** The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such persons receiving the service and, in the case of a minor, that of a responsible parent/guardian, or unless disclosure is required by the Public Records Law.

e. **Property Records.** The Subrecipient shall maintain real property inventory records, which clearly identify properties purchased, improved or sold. Properties purchased with these CDBG funds and retained by the Subrecipient shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Section 570.503(b)(7).

f. **Source Documentation.** All Subrecipient costs, expenditures and obligations hereunder must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents or other documents showing in detail the nature of such costs and obligations.

- g. Record Accessibility. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this Agreement shall be clearly identified and be made readily accessible to the County, HUD, and Comptroller General of the U.S., or any of their duly authorized representatives, upon request, for the purpose of making audits, examinations, excerpts and transcriptions. At such times and in such form as may be required, the Subrecipient shall furnish to the County, HUD, or the Comptroller General of the U.S., any of the records, reports, data, information or other documents enumerated in this paragraph at no cost to the requesting agency, unless the volume requested would place a hardship upon the Subrecipient.

3. ACCOUNTING AND FINANCIAL MANAGEMENT.

- a. Bonding Requirements. The Subrecipient shall follow its own bonding requirements for bid guarantees, performance bonds, and payment bonds. For all agreements involving construction work exceeding \$50,000, in addition to the Subrecipient's requirements, the following items shall be required as a minimum to be submitted by the Subrecipient to the County as a condition of the execution of this Agreement: a bid guarantee equivalent to 5% of the bid price, a performance bond for 100% of the Agreement Price, and a payment bond for 100% of the Agreement Price.
- b. Independent Audits. Where work performed under this Agreement is undertaken by a Subrecipient, an audit shall be conducted and submitted to the County in accordance with the applicable requirements of 2 CFR Part 200 Subpart F. If an audit is not required in accordance with 2 CFR 200.501, the Subrecipient shall provide year-end financial information for each fiscal year in which the Subrecipient has received funding from the County for this project.
- c. Indirect Costs Prohibition. All costs to be reimbursed by the County to the Subrecipient shall be direct costs. Such direct costs shall be identified in the Activity Budget spelling out in detail the specific sources and uses of any funds to be expended under this Agreement. No indirect costs (activities that are incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved) shall be eligible for reimbursement unless the Subrecipient already has a cost allocation plan meeting the requirements of 2 CFR Part 200 Subpart E, which plan is attached hereto and incorporated herein by reference, and written documentation that the plan has been approved by HUD and by the County which shall also be incorporated herein by reference.
- d. Administrative Requirements, Cost Principles and Audit Requirements. The Subrecipient shall comply with the requirements and standards of 24 CFR Section 570.502 and 2 CFR Part 200 Subpart E, or 48 CFR Part 31 for for-profit organizations, and Appendix II to 2 CFR Part 200, as applicable.
- e. Accountability and Transparency. The Subrecipient shall comply and require its subcontractors to comply with requirements established by Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS), the Central Contractor Registration (CCR) database, and the Federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance Use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the Requirements for Federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (in Appendix A to 2 CFR part 170).
- f. Program Income. The Subrecipient shall comply with program income requirements set forth in 24 CFR Sections 570.500(a) and 570.504, incorporated herein by reference. Program Income on hand at the time of closeout shall continue to be subject to the eligibility requirements and all other applicable Federal regulations until it is remitted to County.
- g. Travel. The Subrecipient shall obtain prior written approval from County for any travel outside the metropolitan area with funds provided under this Agreement.

4. COPYRIGHTS. The County and HUD reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for County or Federal government purposes, the copyright in any work developed pursuant to this Agreement or subagreements, or which Subrecipient purchases with funds under this Agreement pursuant to 2 CFR 200.315(b), incorporated herein by this reference.

5. POLITICAL ACTIVITY AND LOBBYING.

- a. The Subrecipient shall not use any CDBG funds to finance the use of facilities or equipment for political purposes or to engage in partisan political activities.
- b. The Subrecipient certifies by execution of this Agreement that, to the best of its knowledge and belief:
 - 1) No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (Agreement), the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions and which is available from the County Representative.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that the Subrecipient and all subawardees shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00.00 and not more than \$100,000.00 for each such failure.

6. CONFLICTS OF INTEREST.

- a. The Subrecipient and its employees, agent, consultant, officer, or appointed officer (except for the use of CDBG funds to pay salaries and other related administrative or personnel costs) who exercise or have exercised any functions or responsibilities with respect to the County's CDBG activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may not obtain a financial interest in or benefit from this Agreement, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Exceptions may only be made with written approval from the County and HUD pursuant to 24 CFR Section 570.611 incorporated herein by this reference.
- b. The Subrecipient shall maintain written standards of conduct covering conflicts of interest, applicable to all employees engaged in the administration of this Agreement, in compliance with 2 CFR 200.318(c)(1) and (2).

7. ENVIRONMENTAL AND HEALTH/SAFETY CONDITIONS.

- a. The Subrecipient agrees to comply with the Clean Water Act, 42 U.S.C. 1857 et seq. and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.
- b. Complying with Acts specified herein does not release the Subrecipient from complying with other Federal environmental laws and regulations, that were previously unknown or become applicable after the effective date of this Agreement.
- c. National Flood Insurance Program. No funds shall be expended under this Agreement for the purpose of either acquisition or construction activities within a designated area having special flood hazards unless flood insurance has been obtained in accordance with section 102(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) as amended.
- d. Lead-Based Paint. The Subrecipient shall comply with the Lead-Based Paint Poisoning Prevention Act of 1971 and the Residential Lead-Based Paint Hazard Reduction Act of 1992 and 24 CFR Part 35 and all other related Federal regulations. Compliance with Federal laws and regulations shall include, but not be limited to, notification of applicants for rehabilitation assistance of the hazard of lead-based paint for properties constructed prior to 1978 and inspections, required testing and elimination of any lead-based paint hazards for any residential structures constructed prior to 1978 that are to be rehabilitated, modernized or improved under this Agreement.
- e. Asbestos. The Subrecipient where undertaking renovation, rehabilitation, or demolition actions shall follow the notification and strict work practices for asbestos handling, removal, storage and transport as required under 40 CFR Part 61, Subpart M and 40 CFR Part 763 as well as for worker protection standards and exposures as required under 29 CFR 1910.1001 (non-construction), 1926.58 (construction), 40 CFR Part 763, Subpart G, and any applicable local and Jefferson County Health Department regulations.
- f. Clean Air and Water Standards. Where the total amount of this Agreement is greater than \$100,000, the Subrecipient shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which shall be incorporated herein by reference. The Subrecipient shall report all violations of this subparagraph to the County and applicable Federal agencies responsible for the administration of the provisions above.
- g. Fire Prevention. Subrecipient will comply with the provisions of the Fire Administration Authorization Act of 1992 (Pub. L. 102-522) where applicable. Said Act requires multifamily properties constructed after October 26, 1992 for which housing assistance is used to be equipped during construction with automatic sprinklers and hard-wired smoke detectors; multifamily property rebuilt after October 1, 1994 for which housing assistance is used must comply with the Life Safety Code; any other dwelling unit for which housing assistance is provided must be equipped with a hard-wired or battery-operated smoke detector installed in accordance with NFPAS 74.

- h. Procurement of Recovered Materials. Subrecipient will comply with the provisions of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, with respect to the procurement of recovered materials where practicable, and solid waste management services that maximize energy and resource recovery.

8. PROHIBITION AGAINST DISCRIMINATION PROVISIONS. The Subrecipient shall ensure that no person in the United States shall on the ground of race, color, religion (in instances of fair housing), sex, national origin, disability (with respect to qualified individuals with disabilities), or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in any program or activity conducted under this Agreement. The Subrecipient is subject to the discrimination prohibition requirements under the following laws and authorities, which are incorporated herein by reference:

- a. Title VI of the Civil Rights Act of 1964 (Pub. L.88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part I. In addition, in sale, lease or other transfer of land acquired, cleared or improved under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer requiring compliance with applicable provisions of Title VI.
- b. Section 109 of the Housing and Community Development Act of 1974, as amended, and 24 CFR Section 570.602.
- c. Age Discrimination Act of 1975 and the implementing regulations found at 24 CFR Part 146, but with the exceptions permitted therein.
- d. Section 504 of the Rehabilitation Act of 1973, as amended, and as implemented by 24 CFR Part 8, and the Americans with Disabilities Act, codified at 42 U.S.C. Section 12131. In addition, the Subrecipient is subject to the requirements of the Architectural Barriers Act of 1968, and implementing regulations, incorporated herein by reference, with respect to accommodations for the physically disabled. Design, construction, and alteration of public facilities shall be made in such manner so as to ensure that physically disabled persons will have ready access to and use of such buildings pursuant to the "Uniform Federal Accessibility Standards" as amended, which is incorporated herein by this reference.
- e. Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (Fair Housing Act, 42 U.S.C. 3600-3620) and Executive Order 11063, as amended by Executive Order 12259 and the implementing regulations in 24 CFR Part 107.

9. SEPARATION OF CHURCH AND STATE PROHIBITIONS. The Subrecipient shall not obligate nor expend any funds under this Agreement that will be used for religious activities or provided to primarily religious entities for any activities, including secular activities, unless a written request is submitted to the Director of Housing, economic and Employment Services and written approval is obtained from the County pursuant to 24 CFR Section 570.200 (j) which shall be incorporated herein by reference.

10. E.O. 11246 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION STATEMENT. The Subrecipient agrees as follows:

- a. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Subrecipient shall submit a plan for an Affirmative Action Program for approval.
- b. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex, or national origin.
- c. The Subrecipient will send to each labor union or representative of workers with which the Subrecipient has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Subrecipient's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Orders 11375, 11478, 12086, and 12107, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Subrecipient's books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

- f. In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Subrecipient may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Subrecipient will include the provisions of paragraphs (a) through (g) in every subagreement or purchase order unless excepted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that each provision will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subagreement or purchase order as the Department may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Subrecipient becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Department, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.
- h. The Subrecipient further agrees to complete and submit to the County, with its final invoice employment information during the performance period of this Agreement which covers the entire Period of Performance of this Agreement or from the beginning effective date to the successful completion of all activities under the Activity/Scope of Work of this Agreement, whichever length of time is shorter.

11. SECTION 3 CLAUSE. The Subrecipient shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, as defined in 24 CFR Section 135.5(m), and shall be directly bound by the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this Agreement is on an activity assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (implemented at 24 CFR Part 135). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the Section 3 covered area and contracts for work in connection with the activity be awarded to business concerns which are located in, or owned in substantial part by persons residing in the Section 3 covered area.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135 and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.
- c. The Subrecipient will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of its commitments, under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the activity and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3 and the regulations set forth in 24 CFR Part 135 of the Department issued thereunder prior to the execution of the Agreement, shall be a condition of the Federal assistance provided to the activity, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- f. In carrying out these provisions, the Subrecipient shall provide to the County evidence that it has made a good faith effort to comply with the requirements of Section 3, including the evidence set forth in 24 CFR Sections 135.50, 135.60, 135.70, or 135.75, as applicable.

12. MINORITY AND WOMEN BUSINESS ENTERPRISES. In complying with HUD instructions made pursuant to E.O. 11625, 12432 and 12138, incorporated herein by reference, to foster and promote minority and women's business enterprises and with 2 CFR 200.321 to award a fair share of contracts to small and minority and women's businesses, the Subrecipient shall maintain documentation of its efforts to assure small and minority and women's businesses are considered and used where possible as provided for under 2 CFR 200.321 which is incorporated herein by reference.

13. ALIENS. The Subrecipient shall not provide direct benefits under this Agreement to newly legalized resident aliens as set forth in 24 CFR Section 570.613 which shall be incorporated herein by this reference.

14. RELOCATION AND REAL PROPERTY ACQUISITION. Where the Subrecipient uses funds under this Agreement to relocate or acquire real property, the Subrecipient shall be subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646, 84 Stat. 1894, 42 U.S.C. 4601), as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987 (Title IV of Pub. L. 100-17, 101 Stat. 246-255, 42 U.S.C. 4601 note) and as set forth in 49 CFR Part 24, which provisions shall be incorporated herein by reference. The Subrecipient shall also follow the requirements set forth in 24 CFR Section 570.606.

15. DEBARRED OR SUSPENDED CONTRACTOR/SUBRECIPIENT. The Subrecipient shall not directly or indirectly use CDBG funds to employ, award contracts to, or otherwise engage the services of, or fund any contractor or Subrecipient during any period of debarment, suspension, or placement in ineligibility status under the provisions of 2 CFR 200.212 or E.O.12549, incorporated herein by reference. The Subrecipient shall submit to the County Subrecipient ownership information and shall submit to the County from any and all subcontractor's subcontractor ownership information within five (5) working days after an agreement or understanding has been executed or reached between the Subrecipient and subcontractor.

16. FOREIGN COUNTRY RESTRICTIONS. Subrecipient shall comply with the requirements of Section 109 of Public Law 100-202, which prohibits the awarding of certain contracts or subcontracts, to contractors or subcontractors from foreign countries listed by the United States Trade Representative.

17. FEDERAL LABOR STANDARDS. Where the Subrecipient shall perform work or subcontract work, as part of its performance under this Agreement, which entails construction work in excess of \$2,000 (except with respect to the rehabilitation or construction of residential property containing less than eight (8) units), the Subrecipient shall comply with and have incorporated into any and all such subcontracts the "FEDERAL LABOR STANDARDS PROVISIONS" (HUD-4010). The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141-3148), the Work Hours and Safety Standards Act (40 U.S.C. 327 et.seq.), the Copeland "Anti-Kickback" Act (18 U.S.C. 874 et.seq.), all as amended, and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement.

18. PROCUREMENT REQUIREMENTS. Subrecipient agrees to conform to all procurement requirements set forth in 2 CFR 200.318 to 200.326, including the requirement to maintain procurement records, limitations on time and materials contracts, and the requirement that its bid process be full and open and not restrict competition. The following procurement methods are required:

- a. For purchases of less than \$3,000.00, the Subrecipient shall obtain a reasonable price and, to the extent practicable, distribute such purchases equitably among qualified suppliers.
- b. For purchases of less than \$50,000.00, the Subrecipient may obtain either oral or written price quotations. The Subrecipient must document the receipt of an adequate number of price or rate quotations from qualified sources.
- c. For purchases of \$50,000.00 or more, competitive sealed bids as set forth in 2 CFR 200.320(c) shall be obtained unless Subrecipient receives prior approval from the County to use competitive proposals based on 2 CFR 200.320(d) or non-competitive/sole source procurement based on 2 CFR 200.320(f).

19. DRUG-FREE WORK PLACE ACT. Subrecipient shall comply with the Drug Free Work Place Act of 1988, as amended, and regulations promulgated thereunder.

20. EMINENT DOMAIN RESTRICTION. Subrecipient warrants that no CDBG funds will be used to support any Federal, State or local projects that seek to use or use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water-related and wastewater-related infrastructure), other structures designated for use by general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalizations Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.

21. NO SALE OR TRANSFER OF CDBG FUNDS. Subrecipient shall not sell, trade, or otherwise transfer all or any portion of CDBG funds to another entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

22. COMPLIANCE WITH APPLICABLE LAWS. At all times during the performance of this Contract, the Recipient, contractors and any subcontracts shall strictly adhere to all applicable Federal and County laws, orders, and all applicable standards, regulations, interpretations or guidelines issued pursuant thereto. The applicable Federal laws and regulations include, but are not limited to, the following:

- a. National Environmental Policy Act of 1969, (42 USC 4321 et seq.), as amended, and the implementing regulations of HUD (24 CFR Part 58) and of the Council on Environmental Quality (40 CFR Parts 1500 - 1508) providing for establishment of national policy, goals, and procedures for protecting, restoring and enhancing environmental quality.
- b. National Historic Preservation Act of 1966, (16 USC 470 et seq.), as amended, requiring consideration of the effect of a project on any district, site, building, structure or object that is included in or eligible for inclusion in the National Register of Historic Places.
- c. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.) requiring that Federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance.
- d. The Archaeological and Historical Data Preservation Act of 1974, amending the Reservoir Salvage Act of 1960 (16 USC 469 et seq.) providing for the preservation of historic and archaeological data that would be lost due to Federally funded development and construction activities.
- e. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951 et seq.) prohibits undertaking certain activities in flood plains unless it has been determined that there is no practical alternative, in which case notice of the action must be provided and the action must be designed or modified to minimize potential damage.
- f. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.) requiring review of all actions proposed to be located in or appreciably affecting a wetland. Undertaking or assisting new construction located in wetlands must be avoided unless it is determined that there is no practical alternative to such construction and that the proposed action includes all practical measures to minimize potential damage.
- g. Safe Drinking Water Act of 1974, (42 USC 201, 300 et seq., 7401 et seq.) as amended, prohibiting the commitment of Federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area.
- h. The Endangered Species Act of 1973, (16 USC 1531 et seq.) as amended, requiring that actions authorized, funded, or carried out by the Federal government do not jeopardize the continued existence of endangered and threatened species which is determined by the Department of the Interior, after consultation with the County, to be critical.
- i. The Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.) as amended, prohibiting Federal assistance in the construction of any water resources project that would have a direct and adverse affect on any river included in or designated for study or inclusion in the National Wild and Scenic Rivers System.
- j. HUD Environmental Criteria and Standards, (24 CFR Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.
- k. Executive Order 12372, Special Contract Condition Water or Sewer Facilities. Notwithstanding any other provision of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt or written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The County shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- l. Reporting Subaward and Executive Compensation Information (2 CFR Part 170).
- m. Universal Identifier and System of Award Management (2 CFR Part 25). The Subrecipient shall comply with the requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25. Subrecipient shall register itself and require all its subcontractors to register in the System for Award Management and comply with all SAM requirements.

**EXHIBIT 5
INCOME GUIDELINE LIMITS**

2022 CDBG Income Limits
Effective June 15, 2022

	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
30% LIMITS	24650	28150	31650	35150	38000	40800	43600	46400
50% LIMITS	41050	46900	52750	58600	63300	68000	72700	77400
60% LIMITS	49260	56280	63300	70320	75960	81600	87240	92880
80% LIMITS	62600	71550	80500	89400	96600	103750	110900	118050

Exhibit 6

Subaward Data

Subrecipient Name	Jefferson County Housing Authority d/b/a Foothills Regional Housing
Subrecipient Unique Entity Identifier:	ECBXHHWZTDM8
Federal Award Identification Number (FAIN):	B-20-UC-08-0003
Date of Federal Award to the County:	March 18, 2021
Period of Performance Start Date:	November 18, 2022
Period of Performance End Date:	April 15, 2024
Budget Period Start Date:	November 18, 2022
Budget Period End Date:	April 15, 2024
Amount of New Federal Funds Obligated by this Action:	\$440,000.00
Total Amount of Federal Funds Obligated:	\$440,000.00
Total Approved Cost Sharing or Matching, Where Applicable:	\$4,328,250.00
Total Amount of the Federal Award Including Approved Cost Sharing or Matching:	\$4,822,250.00
Budget Approved by the Federal Awarding Agency:	\$879,544.00
Federal Award Project Description:	To develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
Name of Federal Awarding Agency:	Department of Housing and Urban Development (HUD)
Name of Pass-Through Entity:	Jefferson County, Colorado
Contact Information for County Awarding Official:	Kat Douglas, kdouglas@jeffco.us
Assistance Listings Number and Title:	14.218 Community Development Block Grant
Is the Federal Award a research and development award?	No
Indirect cost rate for the Federal Award (for subaward)	Jefferson County operates under a cost allocation plan and therefore does not use the Federal indirect cost rate.