

**AGREEMENT FOR DELEGATION OF ACTIVITIES**  
**City of Longmont Community Development Block Grant Program**

**Grant No. B-24-MC-08-0011**

**CDFA Code: 14.218 Community Development Block Grant Program for Entitlement  
Communities**

**THIS AGREEMENT**, including attached conditions, is made by and between the **CITY OF LONGMONT, COLORADO**, a Colorado municipal corporation (“City”), and the Housing Authority of the City of Longmont (LHA) (“Delegate”).

**WHEREAS**, the City is a grantee of funds from the U.S. Department of Housing and Urban Development (“HUD”) and is responsible for the development, implementation, administration, and evaluation of HUD’s Community Development Block Grant Program (“CDBG”) in the City; and

**WHEREAS**, the Delegate possesses the authority and management capability necessary to assist the City in the execution of its responsibilities as a CDBG grantee and has been determined by the City to be an appropriate party to assume the primary administration of an activity described as Housing Authority of the City of Longmont Suites Door Replacement in HUD CDBG Program Grant No. B-24-MC-08-0011; and

**WHEREAS**, by this Agreement, the parties are making provision for the administration and conduct of that activity by the Delegate.

**THEREFORE, WITNESSETH**, the City and the Delegate do mutually agree as follows:

**1. WORK TO BE PERFORMED.** The Delegate shall, in a timely and satisfactory manner, as determined by the City, perform the activities described in the work program set forth in **Appendix A**.

**2. COMPLIANCE WITH APPROVED PROGRAM.** All activities authorized by this Agreement will be performed in accordance with the goals and objectives set forth in **Appendix A**, the budget set forth in **Appendix B**, and the conditions, assurances, and requirements set forth in HUD CDBG Program Grant No. B-24-MC-08-0011 as detailed in **Appendix C**. Prior to undertaking any activity or making any expenditure that is not clearly consistent with the terms and conditions of this Agreement, the Delegate shall, in writing, request the written approval of the City. No reimbursement shall be made for any such expenditure or activity that does not receive this prior written approval of the City.

**3. FUNDS AUTHORIZED AND SCHEDULE OF PAYMENTS.** Subject to the receipt of funds from the United States Treasury, the City will reimburse the Delegate for expenditures, verified by vouchers and similar documentation, authorized by **Appendix A**.

For each month covered by this Agreement, the Delegate shall submit, as an invoice, a financial statement of expenses incurred in that month within ten working days of the close of each month. Within ten working days of receipt of the invoice, the City will determine, in its sole discretion, if those expenditures are authorized by **Appendix A**, and if so authorized, make

payment of approved expenditures or notify the Delegate in writing of its decision to disapprove and of any conditions to be met for approval. In no event will the Delegate receive reimbursement in excess of the total amount of CDBG funds authorized by this Agreement and detailed in the budget set forth in **Appendix B**.

**4. PROGRAM INCOME.** Any money received by the Delegate which was generated from the use of CDBG funds is considered as CDBG program income, and the Delegate shall report all CDBG program income to the City as soon as it is received. Such income may be retained and utilized by the Delegate at the sole option of the City.

**5. REVERSION OF ASSETS.** Upon the expiration or termination of this Agreement, the Delegate shall transfer any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds to the City. Any real property under the Delegate's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 must either:

(A) be used to meet one of the national objectives outlined in 24 CFR 570.208 until ten years after the expiration of this Agreement;

OR

(B) be disposed of in a manner that results in the City's being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvements to the property.

If there is real property being acquired or improved under this Agreement with CDBG funds, the Delegate and the City must have reached a prior agreement as to which of the above options will be used and enforced. The option for this Agreement is **A**.

**6. REPORTS, RECORDS, MONITORING AND EVALUATION.** The City will monitor, evaluate, and provide guidance, direction and technical assistance to the Delegate in the conduct of activities listed in this paragraph. Delegate will provide the following:

(A) Quarterly Reports. Within ten working days after the end of each quarter, the Delegate shall submit the following:

(1) Progress report of the Delegate's activities and accomplishments during the period with emphasis on the objectives of the project specified in **Appendix A**. The City will provide a reporting form for Delegate to use.

(2) Financial statement of CDBG expenditures made by the Delegate during the period including a comparison of accumulative CDBG expenditures made in the conduct of the project to the specific cost categories set forth in the budget in **Appendix B**. The City will provide a reporting form for Delegate to use.

(3) Any special report made necessary by the imposition of the City or HUD or additional reasonable requirements pursuant to HUD CDBG Program Grant No. B-24-MC-08-0011.

(B) Annual Audit: A complete annual audit is not required by federal law if the Delegate is a non-federal entity that expends less than \$750,000 in federal funds annually, including funds authorized by this grant. However, all financial and other records must be available for review or audit by appropriate officials of the City, HUD and the General Accounting Office. If the Delegate will expend \$750,000 or more in federal funds during the calendar year in which the grant award made under this Agreement is expended, a single or program-specific audit must be submitted to the City for review immediately upon completion. The Delegate will include the activities delegated by the terms of this Agreement in its audit which shall be undertaken in accordance with the provisions of OMB Super Circular Title 2 of the CFR, Subtitle A, Chapter II, Part 200 and which shall include a compliance review as per 24 CFR 44.5.

(C) Retain Records. The Delegate will retain, and permit access by the City, HUD and the Comptroller General to inspect, all program records pertaining to the grant for a period of at least four years after the date of grant close-out.

(D) Cooperate with Evaluation. The Delegate will ensure the cooperation of its staff and other responsible officials in the efforts of the City to monitor and evaluate the Delegate's activities. Delegate will actively assist City in the following activities:

(1) On-site visit(s) by the City made to monitor the progress of the activities delegated, to review compliance with the terms of this Agreement, and to offer assistance in the conduct of the project. Such on-site visit(s) will be undertaken according to the schedule set forth in **Appendix D**.

(2) Evaluations by the City and/or its agent(s) of the results of the delegated activities. Such evaluations will be conducted according to the schedule set forth in **Appendix D**.

(3) Any special monitoring or evaluation activities made necessary by the imposition by the City or HUD of additional reasonable requirements pursuant to HUD CDBG Program Grant No. B-24-MC-08-0011.

**7. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS.** The Delegate shall comply with all applicable federal, state and municipal laws, rules, statutes, charter provisions, ordinances, and regulations, including those in **Appendix C**.

**8. CHANGES.** This Agreement is an integration of the entire understanding of the parties, and any amendment must be signed by the authorized representative of both parties. Notwithstanding the foregoing, the City or HUD may, from time to time, impose other reasonable conditions in connection with the activities delegated under the terms of this Agreement, and the Delegate will comply with such conditions upon receiving written notice from the City or HUD or will agree to terminate this Agreement pursuant to Paragraph 11 herein.

**9. NON-DISCRIMINATION.** In the performance of this Agreement, the Delegate shall not discriminate against any employee or applicant for employment with regard to race, color, religion, sex, national origin, disability, age, ancestry, or political belief. The Delegate further agrees that no person will be denied equal access to, excluded from participation in, or be denied the proceeds of any CDBG funded project subject to this Agreement; and will adhere to the non-

discrimination provisions promulgated pursuant to the Executive Orders and federal statutes referenced in **Appendix C**.

**10. CONFLICT OF INTEREST.** Delegate has reviewed and agrees to be bound by the City's Conflict of Interest policy and applicable federal regulation regarding conflicts of interest referenced in **Appendix C**. Throughout the Term of this Agreement, Delegate agrees that if any actual or apparent conflict of interest arises, Delegate will complete the Conflict of Interest Disclosure Form attached as **Appendix F** and submit the completed form to the City.

**11. ENFORCEMENT.** The City may, for cause and upon giving fifteen (15) days' written notice to the Delegate, undertake one or more of the following courses of action:

(A) Withhold funds until the situation has been corrected;

(B) Suspend the Delegate's authority to spend funds or to conduct the project until the situation is corrected; or

(C) Terminate this Agreement in whole or in part.

Cause shall include, but not be limited to:

(D) Failure, for any reason, of the Delegate to fulfill in a timely and proper manner its obligations under this Agreement;

(E) Submission by the Delegate to HUD or to the City of reports that are incorrect or incomplete in any material respect;

(F) Ineffective or improper use of funds provided under or generated by this Agreement; or

(G) Suspension or termination by HUD of the grant to the City under which this Agreement is made, or the portion thereof delegated by this Agreement.

**12. TERMINATION.**

(A) Either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party.

(B) The Delegate may terminate this Agreement, upon thirty (30) days' written notice to the City, if the Delegate is unable or unwilling to comply with such additional conditions as may be lawfully applied by the City or HUD. In such event, the City may require the Delegate to ensure that adequate arrangements have been made for the transfer of the delegated activities to another Delegate or to the City.

(C) In the event of any termination, all property and finished or unfinished documents, data, studies, and reports purchased or prepared by the Delegate under this Agreement shall become the property of the City, and the Delegate shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in satisfactory performance of the Agreement. Notwithstanding the above, the Delegate shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Delegate and the

City may withhold any reimbursement to the Delegate for the purpose of set-off until such time as the exact amount of damages due the City from the Delegate is agreed upon or otherwise determined.

**13. SUBCONTRACTING AND ASSIGNMENT.** The Delegate shall not assign, delegate nor subcontract any of the work or services authorized by this Agreement without the prior written approval of the City.

**14. COPIES OF PLANS.** The City will be provided with copies of plans, reports, studies, or other documentation signifying and giving evidence of the completion of the activities authorized by the terms of this Agreement at such time as the Delegate has fulfilled its responsibilities in executing the terms of this Agreement.

**15. INDEMNIFICATION.** The Delegate shall indemnify and save harmless and defend the City, its officers, and employees against all claims, liabilities, damages, fines, penalties, and costs arising during or after the term of this Agreement from any work done or provision made by the Delegate or the Delegate's employees, agents, or subcontractors arising out of or resulting from performance of this Agreement. The Delegate will reimburse the City for any judgments, which may be obtained against the City resulting from the work hereunder or the use of any work product of the Delegate including judgments for infringement of patent or copyright rights. The Delegate agrees to defend against any such claims or legal actions if called upon by the City to do so.

**16. INSURANCE.**

(A) Delegate is required to carry those coverages noted below, and shall provide proof thereof during the term of this Agreement:

Commercial General Liability Coverage including bodily injury, property damage, personal injury and contractual liability, with limits with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

Fire and Casualty insurance in an amount not to be less than the value of all improvements on the property.

A workers' compensation insurance policy covering all employees and complying with state law.

(B) As evidence of the liability insurance coverage required by this Agreement prior to the effective date of this Agreement, Delegate shall furnish a certificate of insurance to:

City of Longmont  
Attention: Housing & Community Investment (HCI) Specialist  
350 Kimbark Street  
Longmont, CO 80501

(C) The liability insurance certificate will name the City, its officers, agents and employees as Additional Insureds and must require thirty (30) days' notice to the Additional

Insureds before non-renewal or cancellation. Insurance coverage required under this Agreement shall be obtained from insurance companies authorized to do business in the State of Colorado. If Delegate is self-insured under the laws of the State of Colorado, it shall provide appropriate declarations of coverage.

(D) Unless the City's Risk Manager approves otherwise, all insurance policies must be of the occurrence form.

(E) Delegate shall not cancel, materially change, or fail to renew insurance coverage and shall notify the City of Longmont HCI Specialist, Civic Center Complex, Longmont, CO 80501, of any material reduction or exhaustion of aggregate policy limits. Should any policy be canceled, Delegate shall procure other insurance as specified.

(F) Nothing contained in these insurance requirements is to be construed as limiting the extent of Delegate's responsibility for payment of damages resulting from Delegate's operation under this Agreement.

**17. NOTICE.** Any notice provided for in this Agreement shall be in writing and shall be sufficiently given if delivered in person, by prepaid overnight express, or by registered or certified mail, postage prepaid, return receipt requested and addressed to the following:

In case of the City, to:

Alexis D. McCowan  
HCI Program Specialist  
Civic Center Complex  
350 Kimbark Street  
Longmont, CO 80501

In case of Delegate, to:

Lauren Cely  
Assistant Director, LHA  
Civic Center Complex  
350 Kimbark Street  
Longmont, CO 80501

Either party may designate another address by written notice as provided in this section.

**18. PROVISIONS CONSTRUED AS TO FAIR MEANING.** The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party of the source of the language in question.

**19. HEADINGS FOR CONVENIENCE.** All headings, captions and titles are for convenience and reference only and of no meaning in the interpretation or effect of this Agreement.

**20. NO THIRD PARTY BENEFICIARIES.** None of the terms or conditions in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or Delegate receiving services or benefits under this Agreement shall be only an incidental beneficiary.

**21. WAIVER.** No waiver of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.

**22. GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado.

**23. STATUS OF DELEGATE.** Delegate shall perform under this Agreement as an independent contractor and a separate entity and not as an employee or agent of the City. **Delegate's employees and volunteers are not entitled to City of Longmont worker's compensation benefits or its insurance carriers or funds. Delegate is obligated to pay federal and state income tax on money, if any, earned pursuant to this Agreement.**

**24. RELATIONSHIP OF THE PARTIES.** It is mutually agreed and understood that nothing contained in this Agreement is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto or as construing Delegate, including its agents and employees, as an agent of the City. Delegate shall remain an independent and separate entity. When Delegate provides services as listed above, Delegate personnel shall do so as volunteers and not as paid employees.

**25. DAMAGES FOR BREACH OF CONTRACT:** In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Delegate's breach of any provision of this Contract, Delegate shall be liable for actual and consequential damages to the City.

**26. VERIFICATION OF LAWFUL PRESENCE:** Delegate shall verify the lawful presence in the United States of each natural person eighteen years of age or older who applies for state or local public benefits or for federal public benefits for the applicant, prior to providing the benefits. Delegate shall verify the lawful presence in the United States of each such applicant by requiring the applicant to: 1) produce (i) a valid Colorado driver's license or a Colorado identification card, issued pursuant to Article 2 of Title 42, C.R.S.; or (ii) a United States military card or a military dependent's identification card; or (iii) a United States Coast Guard merchant mariner card; or (iv) a Native American tribal document; and 2) execute an affidavit in substantially the form shown on Appendix E stating: (i) that he or she is a United States citizen or legal permanent resident; or (ii) that he or she is otherwise lawfully present in the United States pursuant to federal law.

For an applicant who has executed an affidavit stating that he or she is not a U.S. citizen, but is lawfully present in the United States, Delegate shall verify the applicant's lawful presence for federal public benefits or state or local public benefits through the federal Systematic Alien Verification of Entitlement Program, (the "Save Program"), operated by the United States Department of Homeland Security or a successor program designated by the United States Department of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section. If Delegate is unable to use the Save Program after reasonable efforts are made to use the Program, Delegate shall request the City to verify the lawful presence of the applicant through the Save Program.

**27. EFFECTIVE DATES.** This Agreement shall be in force from date of execution through September 30, 2025.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

CITY OF LONGMONT:

\_\_\_\_\_  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

APPROVED AS TO INSURANCE PROVISIONS:

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
DATE

APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
HOUSING & COMMUNITY INVESTMENT  
DIVISION DIRECTOR

\_\_\_\_\_  
DATE

CA File: 24-003143

State of Colorado     )  
                                  ) ss.  
County of Boulder     )

I attest that the foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2024 by \_\_\_\_\_, as the Mayor of the City of Longmont.

Witness my hand and official seal.

\_\_\_\_\_  
CITY CLERK, Notary Public, State of Colorado



DELEGATE: .

BY: \_\_\_\_\_

Longmont Housing Authority

DATE: \_\_\_\_\_

FED. ID. NO. 84-0728521

UNIQUE ENTITY ID. H37LQF272MC2

**Return Original Document to:**

**Longmont CDBG Office**

**350 Kimbark Street**

**Longmont, CO 80501**

## APPENDIX A

### SCOPE OF WORK

<b>Delegate:</b>	Housing Authority of the City of Longmont
<b>Project:</b>	The Suites Door Replacement
<b>Goal or Activity Description:</b>	The Suites Door Replacement Project will replace original hotel doors and hardware on 82 1-bedroom and studio apartment units at the Suites Permanent Supportive Housing (PSH) community in order to reduce lockout issues for residents and implement better trauma-informed design.
<b>Area of Service:</b>	2000 Sunset Way, Longmont, CO 80501
<b>CDFA Code:</b>	14.218 Community Development Block Grant Program for Entitlement Communities
<b>Eligible Activity:</b>	CFR 570.202(b) Rehabilitation
<b>National Objective:</b>	CFR 570.208(a)(3) Low- and Moderate-Income Housing
<b>Performance Objective:</b>	Provide Decent Housing
<b>Performance Outcome:</b>	Housing Affordability

<b><u>Milestone</u></b>	<b><u>Completion Deadline</u></b>
Environmental Review completed by City	November 1, 2024
Procurement of contractor	March 1, 2024
Submit contractor contract to the City for review	Prior to signing contract
Construction commencement	April 1, 2024
Submit Davis Bacon Wage Rates	Weekly after work commences
Project completion	August 1, 2025
Submit quarterly reports	January 15; April 15; July 15, 2025
Submit final draw documentation and invoice(s)	September 1, 2025
Submit final report	September 15, 2025
Expiration of Delegation Agreement	September 30, 2025

## APPENDIX B

### BUDGET

**Delegate:** Housing Authority of the City of Longmont

**Project:** The Suites Door Replacement

<u>Task</u>	<u>CDBG Funds</u>	<u>Other Funds</u>
Door and Hardware Replacement	\$200,000	\$0

**Total Estimated Project Cost:** \$150,000-\$250,000

**Total CDBG Grant Funds:** \$200,000

**Disposition of Program Income:** It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed budget amount specified above. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified above herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified above and in accordance with performance.

Payments may be contingent upon certification of the Delegate Financial Management System in accordance with the standards specified in 2 CFR 200.

**APPENDIX C**

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**CERTIFICATIONS**

The Delegate hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements with respect to the acceptance and use of federal funds for this federally assisted program. Also, the Delegate gives assurances and certifies with respect to the grant that:

- A. It possesses legal authority to make a grant submission and to execute a community development and/or housing program;
- B. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the Delegate to enter into subsequent contracts, all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Delegate to act in connection with the contract and to provide such additional information as may be required;
- C. It has developed its request for funds and funded project so as to give maximum feasible priority to activities which will carry out one of the national objectives of benefit to low and moderate income families, or aid in the prevention or elimination of slums or blight as clarified in 24 CFR 570.208;
- D. It will affirmatively further fair housing;
- E. It will minimize the displacement of persons as a result of activities assisted with CDBG funds and will assist persons actually displaced as a result of such activities;
- F. The contract will be conducted and administered in compliance with:
  - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352), and implementing regulations issued at 24 CFR 570 Part 1;
  - 2. The Fair Housing Act (42 U.S.C. 3601-3619) and the Delegate will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;
  - 3. Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued at 24 CFR part 6;
  - 4. Section 3 of the Housing and Urban Development Act of 1968, as amended; and implementing regulations issued at 24 CFR Part 135;
  - 5. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and implementing regulations issued at 41 CFR Chapter

60;

6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations issued at 24 CFR Part 107;
7. Section 504 of the Rehabilitation Act of 1973 (Public Law 92-112), as amended, and implementing regulations issued at 24 CFR Part 8;
8. The Age Discrimination Act of 1975 (Public Law 94-135), as amended, and implementing regulations issued at 24 CFR Part 146;
9. The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementing regulations at 49 CFR Part 24;
10. The labor standards requirements as set forth in 24 CFR Part 570, Subpart K and HUD regulations issued to implement such requirements;
11. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control, and abatement of water pollution;
12. The flood insurance purchase requirements of Section 202(a) of the Flood Disaster Protection Act of 1973 (Public Law 93-234);
13. The regulations, policies, guidelines, and requirements of 24 CFR Part 85 - Administrative Requirements and OMB Super Circular Title 2 of the CFR, Subtitle A, Chapter II, Part 200 as they relate to the acceptance and use of Federal funds under this federally-assisted program;
14. Section 402 of the Vietnam Veterans Adjustment Assistance Act of 1974 (Public Law 93-508), as amended and implementing regulations when published for effect;
15. The Americans with Disabilities Act of 1990;
16. The regulations, policies, guidelines and requirements of OMB Super Circular Title 2 of the CFR, Subtitle A, Chapter II, Part 200. The grant activity will be part of the Delegate's annual audit and that audit will be submitted to the City for review;
17. The provisions of the National Environmental Policy Act of 1969; and the regulations issued pursuant thereto;
18. The Clean Air Act, as amended (42 U.S.C. 1857 et seq.); and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended;
19. The Archeological and Historic Preservation Act of 1974 (Public Law 93-291), Public Law 89-665, Executive Order 11593, and the procedures

described by the Advisory Council on Historical Preservation in 36 CFR Part 800.

20. The conflict of interest provisions of 24 C.F.R. § 570.611 and 24 C.F.R. § 570.611 as applicable.
- G. No member of or delegate to the congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from same;
- H. No member, officer or employee of the Delegate, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with the program assisted under the Grant, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification;
- I. It will comply with the provisions of the Hatch Act, which limits the political activity of employees;
- J. It will give HUD and the Controller General or any authorized representatives access to and the right to examine all records, books, papers, or documents related to the grant, and that it will maintain such records, books, papers or documents for three (3) years after the close of the project;
- K. It will comply with the lead-based paint requirements of 24 CFR 570.608 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.);
- L. It will not use CDBG funds for publicity or propaganda purposes designed to support or defeat legislation pending with federal, state or local governments;
- M. Real or personal property purchased in whole, or in part with CDBG funds, shall not be disposed of through sale, use or location without the written permission of the City and HUD. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504;
- N. It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under Section 106 of the Housing and Community Development Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
  1. Funds received under Section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public

improvements that are financed from revenue sources other than Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of low and moderate income, the Delegate certifies to the City that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of Subparagraph 1. above.

## **APPENDIX D**

### **MONITORING SCHEDULE**

**Delegate:** Housing Authority of the City of Longmont

**Project:** The Suites Door Replacement

At a minimum, the project will be visited at least once in 2025. The Delegate will be informed of the time of an on-site visit and the general subject matter to be covered. An exit review of tentative conclusions will be held with the Delegate to be followed by a formal communication within thirty (30) days.

The monitoring review will cover:

- Review of accounting system.
- Review of Delegate's understanding of program financial requirements.
- Review of files for required policies and procedures and documentation.
- Review of records system for maintenance of appropriate documentation.

If it is determined that the Delegate has not met a requirement of the CDBG Program, the City of Longmont will provide written notice of this determination and give the Delegate an opportunity to demonstrate within a stated timeline that it has done so. If the Delegate is unable to demonstrate compliance, the City of Longmont will take corrective action or remedial action. Said action will be designed to prevent a continuation of the deficiency; mitigate; to the extent possible, its adverse effects or consequences; and prevent its recurrence.

Delegate may be required to submit and comply with proposals for action to correct, mitigate and prevent a performance deficiency through one or more of the following:

- Prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables, and milestones necessary to implement the affected activities;
- Establish and follow a management plan that assigns responsibilities for carrying out the remedial action;
- Cancel or revise activities likely to be affected by the performance deficiency, before expending program funding for the activity.



## **APPENDIX E**

### **AFFIDAVIT**

I, \_\_\_\_\_, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- ☐ I am a United States citizen, or
- ☐ I am a Permanent Resident of the United States, or
- ☐ I am lawfully present in the United States pursuant to Federal law.

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

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**Signature**

**Date**

**APPENDIX F**  
**CITY OF LONGMONT**  
**CDBG AND HOME FEDERAL PROGRAMS**  
**CONFLICT OF INTEREST DISCLOSURE FORM**

The purpose of this document is to assist in the determination of whether additional restrictions, oversight, or other conditions might be advisable prior to execution of any contract, finding, or providing assistance. The term “Conflict of Interest” refers to situations in which financial or other personal considerations may compromise or may appear to compromise professional judgement in following the rules and regulation of the CDBG or HOME programs.

Please refer to the City of Longmont Conflict of Interest policy and all applicable federal regulations to ensure that you understand your rights and responsibilities.

Specifically, this disclosure form is applicable for anyone who:

- Exercises functions or responsibilities regarding CDBG- or HOME-assisted activities.
- Is in a position to participate in decision-making or gain inside information on activities funding by CDBG or HOME.
- May obtain a financial interest or benefit from an activity funded by CDBG or HOME.
- Has an interest in CDBG or HOME funded activity contract, subcontract, or agreement.
- May receive proceeds for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.
- Is voting on awarding of funds to organizations where a family member is on the staff or where the elected official is on the subrecipient’s board.

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Agency Name: \_\_\_\_\_

Agency \_\_\_\_\_

Address: \_\_\_\_\_

Phone \_\_\_\_\_

Number: \_\_\_\_\_

**Family Relationships:** Please mark the appropriate box for each question and complete the attachment if indicated.

Does any employee, board member, or person (as described above) in your agency have a family member directly or indirectly involved or employed with the City that creates a conflict of interest or the appearance of a conflict under the Conflict of Interest Regulation?

☐ No ☐ Yes – if yes, please attached a detailed explanation

Does any employee, board member, or person (as described above) in your agency serve on a

City board or committee that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest regulations?

☐ No ☐ Yes – if Yes, please attached a detailed explanation

Does any employee of the City serve on the agency’s Board of Directors, which may create a conflict of interest or the appearance of a conflict under the Conflict of Interest regulations?

☐ No ☐ Yes – if Yes, please attached a detailed explanation

Is any employee, board member, or person (as described above) in your agency involved in any other activity, directly or indirectly, with the City that may create a conflict of interest or the appearance of a conflict under the Conflict of Interest regulations?

☐ No ☐ Yes – if Yes, please attach a detailed explanation

Is any employee, board member, or person in your agency or an immediate family member (spouse, child, stepchild, parent, sibling, or domestic partner) involved as an investor, owner, employee, consultant, contractor, or board member with an entity that has a contractual relationship with the City to provide goods or services, sponsor development activities, or receive referrals from the City?

☐ No ☐ Yes – If yes, please attach a detailed explanation

I have read and I understand the Conflict of Interest Disclosure Form. I have disclosed all information required by this disclosure, if any, in an attached statement. I agree to comply with any conditions or restrictions imposed by the city to reduce or eliminate actual and potential conflicts of interest. I will update this disclosure form promptly if relevant circumstances change. I under that this Disclosure form is not a confidential document.

If the U.S. Department of Housing and Urban Development determines that a conflict of interest exists, any CDBG or HOME contract may be terminated and may be required to return any and all federal funding whether used or not.

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Printed Name

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Signature

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Date