

**AMENDED AND RESTATED
BOULDER-BROOMFIELD REGIONAL
HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT**

THIS AMENDED & RESTATED AGREEMENT (“Agreement”) is made and entered into this ___ day of September, 2024 by and between the City and County of Broomfield, Boulder County the City of Longmont, (each a “Consortium Member”, or collectively, the “Consortium Members”) and the City of Boulder, a Colorado home rule city, (the “Lead Entity”), to form a Consortium for the purpose of participating in the HOME Investment Partnerships Program (HOME) of the U.S. Department of Housing and Urban Development (HUD)

RECITALS

WHEREAS, the United States Government, through the National Affordable Housing Act of 1990, has established the HOME Investment Partnerships Act Program (“HOME” or “HOME Program”) and has designated the Boulder-Broomfield Regional HOME Consortium as a Participating Jurisdiction to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing, and to strengthen partnerships among all levels of government and the private sector; and

WHEREAS, Section 216 (2) of the Act, 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by the United States Department of Housing and Urban Development that the Lead Entity and Consortium Members are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

WHEREAS, the Lead Entity and Consortium Members recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower- income persons and families and the homeless in Boulder and Broomfield Counties and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and

WHEREAS, the Lead Entity desires to enter into an intergovernmental agreement with the Consortium Members to participate in a Consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

WHEREAS, the Lead Entity has elected to administer such federal funds for itself and the Consortium Members through its Department of Housing and Human Services; and

WHEREAS, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County originally entered into a HOME Consortium Intergovernmental Agreement dated June 27, 2006, to bring additional funds to the region for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

WHEREAS, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County most recently entered into a HOME Consortium Intergovernmental Agreement dated May 13, 2019; and

WHEREAS, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County agree to enter into an Amended & Restated Agreement to amend and restate the HOME Consortium Intergovernmental Agreement executed May 13, 2019, to incorporate regulatory requirements and guidance provided by HUD; and

WHEREAS, participation in the HOME Consortium enhances cooperation between jurisdictions and maximizes the use of resources available to local governments to affect the housing-related problems of lower-income people; and

WHEREAS, the Lead Entity and Consortium Members are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV § 18, and § 29-1-203, C.R.S; and

WHEREAS, the Lead Entity and Consortium Members desire to enter into this Amended and Restated Intergovernmental Agreement to continue the HOME Consortium.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

I. DEFINITIONS

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

“Act” means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 et seq.

“Consolidated Plan” is a HUD required document. It serves as a planning document for the Consortium and a funding application under the Community Planning and Development formula grant programs Community Development Block Grant (“CDBG”), and HOME Investment Partnerships Program (HOME).

“Consortium” means the Consortium Members and Lead Entity acting pursuant to this Amendment.

“Consortium Members” means the City of Longmont, the City and County of Broomfield, and Boulder County and the City of Boulder (Lead Entity).

“HUD” means the United States Department of Housing and Urban Development.

“IDIS” means the Integrated Disbursement Information System.

“Lead Entity” means the one-member unit of general local government designated to act in a representative capacity for itself and the Consortium Members for the purposes of implementing the HOME regulations. The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR part 92.101, including requirements concerning a Consolidated Plan. The Lead Entity for the Consortium is the City of Boulder.

“Regulations” means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Parts 91 and 92, as amended.

II. PURPOSE

The purpose of this Agreement is to form a consortium of units of general local government under the Act. The consortium of units will be known and referred to as the Boulder-Broomfield Regional HOME Consortium (the “Consortium”).

III. AGREEMENT

A. Term. The term of this Agreement commences October 1, 2024, and ends on September 30, 2027. This Agreement shall remain in effect during the period necessary to complete all eligible activities funded during Federal Fiscal year 2025, 2026, and 2027. These three federal fiscal years comprise the Consortium’s qualification period, and the Consortium members are prohibited from withdrawing from the Agreement during this period. Pursuant to 24 CFR 92.101(e), no member of the Consortium may withdraw from this Agreement while this Agreement remains in effect.

The Lead Entity is authorized to amend the Agreement, to add new members, or to incorporate automatic renewal provisions, or for other reasons approved by HUD on behalf of the Consortium. The Lead Entity is authorized to execute future amendments to the Agreements on behalf of all Consortium Members.

This Agreement shall automatically be renewed for the Consortium’s participation in successive qualification periods of three Federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office. If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods. The automatic renewal of the Agreement will be void if: the Lead Entity fails to notify a Consortium Member or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or the Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

The Lead Entity shall provide a minimum of 30 days advance written notice to each Consortium Member of the program requirements to be in effect for subsequent Federal fiscal years or qualifying periods. Notice shall be sent by the Lead Entity to the following:

Director
Boulder County Housing Division
P.O. Box 471
Boulder, CO 80306

Housing and Community Investment Manager
Civic Center Complex
350 Kimbark Street
Longmont, CO 80501

Housing Program Manager
City and County of Broomfield
City Manager's Office
One Descombes Drive
Broomfield, CO 80020

B. Termination. This Agreement shall terminate if: (1) any one of the Consortium Members or the Lead Entity provides written notice of their decision not to participate in a subsequent three-year qualification period, or (2) the Lead Entity fails to adopt, and submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet "Cooperation Agreement Requirements" as prescribed by HUD in the Consortia Qualification Notice that is applicable to any subsequent qualification period beyond the original three-year term. The Lead Entity shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the Consortium Members in writing of their right not to participate in the Consortium. All Consortium Members that are members of the Consortium will be on the same program year (January 1 to December 31) for the Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) grant programs. Notices to the Consortium Members shall be sent to the addresses above in Section III A. Notices to the Lead Entity shall be sent to: Deputy Director of Housing, City of Boulder Housing and Human Services, PO Box 791, Boulder, CO, 80306. In the event this Agreement is terminated its provisions must remain in effect until the

HOME funds from each of the Federal Fiscal Years of the qualification period are expended on eligible activities or returned to HUD.

C. Termination Notices. Termination notices, if any, shall be sent by any non-renewing Consortium Member to the Lead Entity.

D. Execution. This Agreement shall be executed by the appropriate officers of each Consortium Member and the Lead Entity pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing action and executed Agreement shall be filed promptly at the offices of the Lead Entity.

E. Lead Entity. Subject to the provisions of this Agreement, the Lead Entity is authorized to act in a representative capacity for all of the Consortium Members for the purpose of the Act, and the Lead Entity assumes overall responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the Act including requirements concerning a Consolidated Plan.

F. Consolidated Plan. The Lead Entity and Consortium Members shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing funds proportionately to the annual funding percentage break down in Section III G of this Agreement for the development of the Consolidated Plan, by providing input to the Consolidated Plan, and by holding any required public meetings during the preparation of the Consolidated Plan. Each Consortium Member must fully approve each Consolidated Plan for such Consolidated Plan to be considered to be approved and ready for submission to HUD.

G. Allocating HOME Program Funding. The intention of the Consortium is to provide the majority of the annual HOME fund allocation to support a single project where possible. This annual allocation does not include the funds required to be set aside to support Community Housing Development Organization (“CHDO”) development activities (15 percent), the program administration portion (10 percent), or Broomfield’s annual allocation (13 percent). Funds will rotate to different Consortium Members each year with the exception of the City of Boulder which will receive allocations for two consecutive years. The proposed multi-year rotation cycle is intended to be comparable to the HOME Consortium shares set forth in the HUD HOME Consortium Builder or other HUD estimating tool. The estimated annual funding will be adjusted according to actual funding allocated by HUD.

Funds will generally rotate according to the following schedule:

Consortium Members & Lead Entity	Year 1 and 5	Year 2 and 6	Year 3	Year 4
City of Boulder (Lead Entity)			X	X
City of Longmont	X			
Boulder County		X		
City and County of Broomfield*	X	X	X	X
CHDO	X	X	X	X

*Broomfield is electing to maintain its annual allocation to support its ongoing Tenant Based Rental Assistance (TBRA) program.

Funding priority will be guided by the agreed upon schedule. Each Consortium Member is in line to receive an allocation.

There is an exception to having a fixed position in the fund rotation if a Consortium Member elects to receive an annual program allocation. While this election excludes the Consortium Member from a fixed position in the rotation, it does not eliminate the possibility of this Consortium Member being considered for the allocation when another project is not identified.

Provided that the goal of the annual rotation is to maximize the use of HOME funds, the intention is for the annual rotation to support one project. The identification of an eligible project will be determined by the Consortium Member scheduled to receive the funds. In the case where the Consortium Member is unable to identify a singular viable and eligible project within 12 months of execution of the HOME Agreement and has not committed all of its allocated HOME funds for a program year on the Integrated Disbursement Information System (“IDIS”), each Consortium Member will identify eligible HOME projects within their own jurisdictions that will be reviewed by the Consortium Member with the funds disbursed using a competitive process. This funding scenario includes the caveat that the Consortium Member(s) to which the funds are allocated can assure that it can commit the HOME funds on IDIS prior to the recapture of the HOME funds by HUD and can meet the matching requirements. If the other Consortium Members are not able to disburse the funds to previously funded projects, the funds shall be disbursed through a competitive process to the Consortium Members and Lead Entity for HOME eligible projects. Any funds in the United States Treasury Account, established by HUD for the Consortium HOME funds, that are not committed within 24 months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnerships Agreement will be recaptured by HUD.

It is the intent of the Consortium Members to meet the CHDO requirements jointly in the distribution of funds. Annually, the CHDO set aside allocation will be distributed based on the location of a CHOO-eligible project. Priority will be given to a CHOO project located in the Consortium Member receiving the primary allocation in each year. If that Participating Jurisdiction cannot identify a CHDO-eligible project within their geographic boundary(ies) that will meet the HOME requirements (timeliness, set aside, etc.), it will be the responsibility of all Consortium Members to seek non-profit agencies that are eligible to receive CHDO funds.

Potential HOME projects will be presented, reviewed, prioritized and selected jointly by the Consortium Members. Following approval by the Consortium Members, if a governing body exists in the jurisdiction receiving the HOME funding, the project(s) will be presented to the governing body for local approval. The City of Longmont Housing and Community Investment staff receives funding recommendations from two advisory groups with their City Council approving projects. The Broomfield County Commissioners approve projects located in the City and County of Broomfield. Projects located within the City of Boulder and unincorporated Boulder County will be reviewed and recommended by the City Manager- appointed Technical Review Group (as Boulder County has assigned this authority to Boulder). Following local approval where applicable, as the Lead Entity assigned the fiduciary responsibility of the HOME Consortium, the City of Boulder City Manager will approve all HOME funding allocations.

H. Matching Funds. Each Consortium Member and the Lead Entity shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that local government. As required by law, Consortium Members and Lead Entity allocations are subject to annual federal appropriations of HOME funds. No matching funds will be required from a Consortium Member that chooses not to participate for a particular program year.

All use of matching funds by Consortium Members must be reported to the Lead Entity, in a format to be determined by the Lead Entity, by the end of each Federal fiscal year of this Agreement.

I. Distribution of HOME Funds. Each Consortium Member will be responsible for deciding how to distribute its portion of HOME funds among eligible activities within its jurisdiction, subject to the HOME Program requirements for a 15 percent set aside of funds for CHDO activities. It is the intent of the Consortium Members to meet the CHDO requirements jointly in the distribution of funds. In addition, each jurisdiction may choose to allocate some or all of its portion of HOME funds for one or more projects outside its jurisdiction, but within the HOME Consortium boundaries, if the project is regional in scope and the jurisdiction determines that the project(s) benefits its residents.

If a Consortium Member has not committed all of its allocated HOME funds for a program year on the IDIS within 12 months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnerships Agreement containing the funds, the Lead Entity shall first allow the Consortium Member to reallocate the funds to another project in its region. If that is not possible, the Lead Entity shall then attempt to reallocate the HOME funds to projects already approved for funding by the other Consortium Members, either through a pro-rata share to the Consortium Members based on their normal funding allocation schedule set forth in Section IIIIG or for one or more distinct projects as nominated and approved by the Consortium members. Any of these funding scenarios are with the caveat that the Consortium Member to which the funds are allocated can assure that it can commit the HOME funds on IDIS prior to the recapture of the HOME funds by HUD and can meet the matching requirements. If the Consortium Members are not able to disburse the funds to previously funded projects, the funds shall be disbursed through a competitive process to the Consortium Members and Lead Entity for HOME eligible projects. Any funds in the United States Treasury Account, established by HUD for the Consortium HOME funds, that are not committed within 24 months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnerships Agreement will be recaptured by HUD.

J. Administrative Set Aside. As reflected below, each Consortium Member will be entitled to a percentage of the allowable HOME administrative set aside reflective of the HUD defined HOME Consortium Share, adjusted annually by HUD. The Consortium Members agree to provide a portion of their administrative fee to the Lead Entity. All administrative fees given to the Lead Entity shall be used to pay a portion of the administrative expenses of the entire HOME Consortium. Furthermore, each Consortium Member agrees to provide an additional portion of their administrative fee to the Government receiving the primary allocation each year.

Consortium Members	HOME Consortium Share	% of HOME Admin set aside	% of Admin Set Aside allocated to the Lead Entity
City of Boulder	Determined Annually by HUD	Determined Annually	n/a
City of Longmont	Determined Annually by HUD	Determined Annually	15%
Boulder County	Determined Annually by HUD	Determined Annually	100%
City and County of Broomfield	Determined Annually by HUD	Determined Annually	100%
CHDO	15%	Operating Only	-
Consortium Member receiving the annual primary allocation	-	10% of project costs	-

K. Affirmatively Furthering Fair Housing. The Consortium Members certify that they will affirmatively further fair housing with all distributed HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Consortium Member will be responsible for compliance with HUD regulations and, if applicable, for its own preparation and submission to HUD of the Impediments to Fair Housing Plan. The parties agree that the Lead Entity is prohibited from funding activities in or in support of a Participating Jurisdiction that does not affirmatively further fair housing within its jurisdiction or that impedes the Lead Entity’s actions to comply with the Consortium’s fair housing certification. The Consortium Members acknowledge that noncompliance by the Consortium Members may constitute noncompliance by the Lead Entity which may provide cause for funding sanctions or remedial actions by HUD.

L. Citizen Participation. The Consortium Members certify that they will, with the Lead Entity, develop and adhere to a Citizen Participation Plan, concerning the use of HOME funds and low-income housing needs.

M. Program Income. Program Income as defined at 24 CFR 92.2 generated by a Consortium Member will be held by each Consortium Member in a separate account specific to the HOME Program. Program Income received by a Consortium Member shall be retained by that Consortium Member for additional eligible activities. Program income must be disbursed before that Consortium Member requests funds from the Consortium. Appropriate documentation of the receipt and use of program income will be provided to the Lead Entity in a format to be determined by the Lead Entity.

IV. LEAD ENTITY RESPONSIBILITIES

A. Legal Liability and Responsibilities. The parties recognize and understand that the Lead Entity will be the governmental entity required to execute all grant agreements received from HUD pursuant to the Lead Entity’s request for HOME funds. The Lead Entity will be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity will be

responsible for the Consortium's annual Action Plan or Five-Year Consolidated Plan with an annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration, and performance of the HOME Program, including the HOME projects and activities to be conducted by the Consortium Members. The Lead Entity assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the program, including requirements concerning a Consolidated Plan as set forth in the HOME regulations.

B. Eligibility Review and Compliance Monitoring. The Lead Entity's supervisory, program and administrative obligations to the Consortium Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Consortium Members and to provide monitoring to various projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations. The Lead Entity shall be responsible for determining eligibility and confirming the compliance of the HOME Program projects with applicable Federal laws and regulations.

C. Reporting Requirements. The Consortium Members will provide the Lead Entity with an annual HOME Program activity report of HOME funded projects. The Consortium Members will also, on a quarterly reporting cycle, provide the Lead Entity with reports that capture and identify program income derived from the HOME funded activities.

V. CONSORTIUM MEMBERS' RESPONSIBILITIES

A. Action Plan/Consolidated Plan Submissions. The Consortium Members shall prepare and submit to the Lead Entity their own separate annual Action Plan for the CDBG Program, if applicable. The Consortium Members will submit their Action Plan and/or Consolidated Plan and/or information on proposed annual use of HOME funds, as applicable, to the Lead Entity within a time frame established by the Lead Entity to enable the Consortium's Annual Action or Consolidated Plan to be submitted as a joint submission to HUD.

The Consortium Members shall submit reporting information called for by the Citizen Participation Plan to Lead Entity staff for inclusion into the report or plan. The Consortium Members are also responsible for informing their citizens of the impact of and proposed use of HOME funds (and/or CDBG funds) within the Consortium Members' jurisdiction.

B. Reporting Requirements. The Consortium Members shall prepare and submit applicable information on the use of HOME funding to the Lead Entity for consolidation into the HOME report, the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, and federal cash transaction reports. The annual HOME Consolidated Action Plan Evaluation Report (CAPER) will be a joint effort with the Consortium Members providing information on their annual use of HOME funds as applicable. The Consortium Members will also prepare and submit any other reporting requirements required by HUD.

C. Lead Entity and Consortium Member Cooperation. The Lead Entity shall cooperate and work with the Consortium Members in the preparation of detailed projects and other activities to be conducted or performed within the Consortium Member during the Federal Program Years this Agreement is in effect. The Consortium Members agree to cooperate with the Lead Entity to undertake or to assist in undertaking housing assistance activities for the HOME Program

D. Disallowed Expenditures. The Consortium Members assume full responsibility for payment of HOME expenditures made in their jurisdictions that are disallowed by HUD.

VI. SPECIAL PROVISIONS

A. Indemnification. Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this Agreement. The parties agree that the liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, the parties do not waive nor intend to waive the limitations on liability which are provided to the parties under the Colorado Governmental Immunity Act§ 24-10-101 et seq., C.R.S., as amended.

B. Compliance with the Act. In the event there is a revision of the Act and/or regulations that would cause this Agreement to be out of compliance with the Act or regulations, all parties to this Agreement shall review this Agreement to reasonably, and in good faith, renegotiate those items necessary to bring this Agreement into compliance.

All parties understand that the refusal to renegotiate this Agreement may result in the loss of the effective use of this Agreement as of the date it is out of compliance with the Act and/or Regulations as amended.

C. Monitoring and Accounting. The Lead Entity shall maintain financial, project, and other records and accounts for the Consortium in accordance with the requirements of the Act and regulations.

All Consortium Members agree to make available all records and accounts pertaining to HOME funded projects covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials.

D. Other Applicable Laws. All projects undertaken pursuant to this Agreement shall be subject to any relevant State statutes, home rule charter provisions, assessment, planning, zoning, sanitary and building laws, ordinances and regulations applicable to each Consortium Member or smaller municipality in which a project receiving HOME funds is situated.

E. Authority to Amend Agreement. The Lead Entity is authorized to amend the agreement, to add new members, or to incorporate automatic renewal provisions, or for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in this agreement.

F. Severability. Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

G. Financial Obligations of the Parties. Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party.

EXECUTED as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

Mayor

SEAL

ATTEST:

City Clerk, City and County of Broomfield

APPROVED AS TO FORM:

City Attorney, City and County of Broomfield

Boulder County Board of Commissioners

By: _____
Chair of the Board of County Commissioners

ATTEST:

Clerk to the Board

CITY OF LONGMONT

MAYOR

ATTEST:

CITY CLERK

DATE

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

CA File: 24-003097

**CITY OF BOULDER,
a Colorado home rule city**

Nuria Rivera-Vandermyde
City Manager

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney's Office

Date: _____