

AGREEMENT FOR DELEGATION OF ACTIVITIES

City of Longmont Community Development Block Grant Program

Grant No. B-20-MC-08-0011

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** (“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 **Aspen Meadows Apartment Debt Reduction** in HUD CDBG Program Grant No. B-20-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-20-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 quarter covered by this Agreement, the Delegate shall submit **Appendix G** and all the applicable documentation for the expenses incurred in that quarter within ten working days of the close of each quarter. 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 expenditures and/or require any additional 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 under requirements set forth in 570.504(c), and the Delegate shall report all CDBG program income to the City as soon as it is received.

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 thirty (30) 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) Financial Status Report project 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**. Financial Statement must include the matching funds applied to the City funded activities and reported on the Financial Status Report set forth on Appendix G.

2) 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-20-MC-08-0011.

(B) Project Completion Report. Within ten working days after the end of the project, the Delegate shall submit the following:

1) Beneficiary Report of the Delegate's activities and accomplishments during the period with emphasis on the objectives of the project specified in **Appendix A**. Beneficiary information shall be reported on **Appendix F**.

(C) 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.

(D) 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.

(E) 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 visits 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 visits 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-20-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. 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.

11. 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.

12. 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.

13. 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.

14. INDEMNIFICATION. The Delegate shall indemnify to the extent permitted by law 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.

15. 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 incident;
- ☐ Fire and Casualty insurance in an amount not to be less than the value of all improvements on the property.
- ☐ An automobile liability insurance policy covering bodily injury, property damage and personal injury with limits of no less than \$1,000,000 per occurrence.

(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 Manager
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 Housing and Community Investment Manager, 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.

16. 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:
Housing & Community Investment Mgr
Civic Center Complex
350 Kimbark Street
Longmont, CO 80501

In case of Delegate, to:
Executive Director
Longmont Housing Authority
350 Kimbark Street
Longmont, CO 80501

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

17. 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.

18. 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.

19. 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.

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

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

22. 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.**

23. 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.

24. UNLAWFUL EMPLOYEES, DELEGATES AND SUBCONTRACTORS: Delegate shall not knowingly employ or contract with a worker without authorization to perform work under this Contract. Delegate shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this Contract or (b) fails to certify to the Delegate that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this Contract.

25. VERIFICATION REGARDING WORKERS WITHOUT AUTHORIZATION: Delegate has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Agreement through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

26. LIMITATION REGARDING E-VERIFY PROGRAM: Delegate shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake preemployment screening of job applicants while performing this Agreement.

27. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Delegate obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with a worker without authorization, the Delegate shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization:

(a) notify the subcontractor and the City within three days that the Delegate has actual

knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Delegate has actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the illegal alien.

28. DUTY TO COMPLY WITH STATE INVESTIGATION: Delegate shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

29. 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 to the City.

30. 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, as required by Article 76.5 of Title 24 of the Colorado Revised Statutes, Restrictions on Public Benefits, C.R.S. 24-76.5-101, et seq. 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 an alien 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.

31. GOVERNMENTAL IMMUNITY: Nothing in this Agreement shall be construed as a waiver by either party of any rights, immunities, privileges, monetary limitations to judgements, and defenses available to the party under common law or the Colorado Governmental Immunity Act, Sec. 24-10-101 et seq., C.R.S.

32. EFFECTIVE DATES. This Agreement shall be in force from September 28, 2021 through December 31, 2021.

Executed this _____ day of _____, 2021.

CITY OF LONGMONT:

MAYOR

DATE

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

APPROVED AS TO FORM AND SUBSTANCE:

HOUSING AND COMMUNITY
INVESTMENT MANAGER

DATE

State of Colorado)
) ss.
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of
_____ 2021 by _____, as the Mayor of the City of
Longmont.

Witness my hand and official seal.

CITY CLERK

Notary Public, State of Colorado

My commission expires: _____

DELEGATE: The Housing Authority of the City of Longmont

BY: _____ DATE: _____
Brian Bagley

TITLE: Chair, Longmont Housing Authority Board of Commissioners

FED. ID. NO. _____

DUNS NO. _____

State of _____)
County of _____) ss:

The foregoing instrument was acknowledged before me this _____ day of
_____, 2021 by _____.
(Name of person acknowledged, i.e. signing agreement)

Witness my hand and official Seal.

My Commission expires _____.

Notary Public

Return Original Document to:
City of Longmont
Housing and Community Investment
350 Kimbark Street
Longmont, CO 80501

APPENDIX A
WORK PROGRAM

Delegate: The Housing Authority of the City of Longmont

Project: Aspen Meadows Senior Apartments Debt Reduction

Eligible Activity: 570.202(3) – Principal Loan Reduction (Matrix 14B)

National Objective: 570.208 (a)(3) - Low Moderate Housing

Performance Objective: Provide decent affordable housing

Performance Outcome: Affordable Housing - 50 rental units rehabilitated

Goal or Activity Description: CDBG funding will be used to reduce the principal mortgage on the Aspen Meadows Senior Apartments building lowering the total amount owed and allowing for additional operating funds of about \$7,000/year. As part of the overall refinance, the Delegate re-syndicated the property with tax credits and completed over \$4 million in rehabilitation work on the property using multiple funding sources. Aspen Meadows Senior Apartments is an affordable 50 unit building built in 2002 with 47 one-bedroom units and 3 two-bedroom units. The project is restricted for low-income seniors.

Work Program	Completion Date
1. Provide confirmation of full funding for project	Completed
2. Sign Delegation of Activities	Prior to Principal Loan Closing
3. Close on the Permanent Financing including Requesting and making the Debt Reduction Pmt.	By December 31, 2021
4. Submit Beneficiary report	By December 31, 2021

APPENDIX B

BUDGET

Delegate: The Housing Authority of the City of Longmont

Project: Aspen Meadows Senior Apartments Debt Reduction

Type of Financing: Grant

Use of Funds	CDBG Funds	Other Matching Funds
Principal Debt Reduction	\$150,000	\$0
Acquisition Costs/Rehab Costs	\$475,000*	\$13,870,534
Total	\$625,000	\$13,870,534

* \$475,000 previously awarded pursuant to an Agreement for Delegation of Activities between the City and Delegate executed May 13, 2020.

Funds awarded under this contract = \$150,000

Disposition of Program Income: At the end of the program year, the City may require remittance of all or part of any program income balances (including investments thereof) held by the Delegate. This project is not anticipated to generate program income. Rents and other income collected by the Delegate do not constitute program income and are to be kept and utilized at the discretion of Delegate to meet its financing obligations.

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 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 benefit low and moderate income families, or aid in the prevention or elimination of slums or blight;
- 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 pursuant thereto;
 - 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.
- 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.
- O. The Violence Against Women Act (VAWA) requirements set forth in 24 CFR part 5, subpart L apply to this Project, as supplemented by 24 CFR §92.359.

APPENDIX D

MONITORING SCHEDULE

Delegate: The Housing Authority of the City of Longmont

Project: Aspen Meadows Apartment Acquisition

At a minimum, the project will be visited at least once in 2021. 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 it 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.

Signature

Date

CA File: 21-001381

APPENDIX F – Beneficiary Report

For Fair Housing Purposes, Grantees, Subgrantees and Subrecipients are required to report the demographic data of all beneficiaries of CDBG assisted projects that involve an application or a screening process.

Note: Hispanic or Latino is an ethnicity, not a race. Beneficiaries being reported are either Hispanic or not Hispanic. Therefore, the Hispanic category should count only those who have designated themselves as Hispanic.

For CDBG activities that directly benefit a person or household, the data reported for that activity will need to show the total number of households served and the percentage of Low and Moderate Income households served.

Under CDBG activities race/ethnicity data is required when the activity is specifically undertaken to directly benefit persons or households.

This beneficiary report is due at the completion of the Work Program.

Agency: The Housing Authority of the City of Longmont

Name of Project: Aspen Meadows Senior Apartment Debt Reduction

Period of Performance: _____

Direct benefit data by households: (Include the data for the units that benefited from the rehab)

	Units Benefited	Hispanic or Latino
White		
Black or African American		
Asian		
American Indian or Alaskan Native		
Native Hawaiian or Other Pacific Islander		
American Indian or Alaskan Native And White		
Asian And White		
Black or African American And White		
American Indian or Alaska and Native And Black/African American		
Other Multi-Racial not Listed Above		

Income Levels

	Units Benefited
Extremely Low (< 30%)	
Low (30%-49%)	
Moderate (50%-80%)	
Non-Low\Moderate (> 80%)	

Lead Hazard

	# of Units
Housing Constructed before 1978	NA
Exempt: Housing Constructed 1978 or Later (Enter the amount of units rehab, should reflect the same amount of beneficiaries listed under race and income levels)	
Exempt: Hard Costs ,=\$5,000	NA
Otherwise Exempt	NA

Lead Hazard Remediation Actions: (Funding for acquisition only)

	# of Units
Visual Assessment/Paint Stabilization	NA
Other Actions required by local/state code	NA

Of the total rental units rehabbed:

# of Affordable Units	Section 504 Accessible Units *	Brought from Substandard to Standard **	Units Qualified as Energy Star ***	Brought into Compliance with Lead Safety Standards	Units Created through Conversion of Non-Residential to Residential Buildings
				NA	NA

*Section 504 regulations define an accessible dwelling unit as a unit that is located on an accessible route and can be approached, entered, and used by individuals with physical disabilities. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 C.F.R § 8.32 (Uniform Federal Accessibility Standards (UFAS)) is accessible.

** Substandard housing isn't just housing that's unattractive or outdated. It's housing that poses a risk to the health, safety or physical well-being of occupants, neighbors, or visitors. Substandard housing increases risk of disease, crime, social isolation and poor mental health.

*** To earn the ENERGY STAR qualified home designation, a home must meet the following three criteria: (1) Meet the appropriate Home Energy Rating System (HERS) Index; (2) Be verified and field-tested in accordance with the RESNET Standards by a RESNET-accredited provider; and (3) Meet all applicable codes.

Of the total affordable units outlined above, the number of:

Units occupied by Elderly (62 or older)	
Years of Affordability Guaranteed	
Units Subsidized with Project-Based Rental Assistance by Another Federal, State or Local Agency	
Units Designated for Persons with HIV\AIDS Including Units Receiving Assistance for Operations	
Of Units Designated for Persons with HIV\AIDS, Number Specifically for Chronically Homeless	
Permanent Housing Units Designated for Homeless Persons and Families, Including Units Receiving Assistance for Operations	
Of Permanent Housing Units Designated for Homeless, Number for Chronically Homeless	

Total project funding sources:

	Acquisition	Rehab
CDBG Funds		
Other Federal Funds		
State\Local Funds		
Private Funds		
Other: _____		
Total Project Costs		

Signature

Title

Date

Appendix G

FINANCIAL STATUS REPORT CDBG PROGRAM

1. Email To: Name: Tracy Defrancesco , Community and Housing Specialist Email Address: tracy.defrancesco@longmontcolorado.gov or Name: Kyndra Daniels , Accountant Email Address: kyndra.daniels@longmontcolorado.gov				2. Grantee (Subrecipient) Name: Longmont Housing Authority Address: 350 Kimbark Street State/Zip: Longmont, CO 80501			
3. Contract Number - Name B-20-MC-08-0011		4. Check One <input type="checkbox"/> Quarterly Status Report <input type="checkbox"/> Project Completion Report <input type="checkbox"/> Program Income Report Only					
5. Project Grant Period	From - To			6. Date of Report			
7. Contract Budget Items (Project Activities) Label columns with budget category (i.e. Acquisition)	1 Aspen Meadow Apartment Acquisition	2 Click here to enter text.	3 Click here to enter text.	4 Click here to enter text.	Total CDBG Funds	Total Other Funds	Total Rehab Costs
7a. Net expenditures previously reported							
7b. Expenditures since last report							
7c. Net expenditures to date (a+b)							
7d. Unliquidated Obligations							
7e. Expenditures and unliquidated obligations (c+d)							
7f. CDBG funds on contract (Per budget)	\$150,000				\$150,000	\$0.00	\$0.00

7g. Un-obligated balance of CDBG funds (f-e)							
8. Total CDBG funds requested to date							
9. Program Income							
9a. Program Income expended to date							
9b. Program Income received since last report							
9c. Program Income expended to date							
9d. Program Income remaining							
Project Status Narrative:							
10. CERTIFICATION: I certify to the best of my knowledge and belief that: <ul style="list-style-type: none"> The data above is correct and all expenditures were made in accordance with the grant agreements All records related to grant activities are available on request; and CDBG funds were not used to reduce the level of local financial support for Housing and Community Development Activities 				Printed Name: Title: Date: Signature:			
If this is a Project Completion Report, I also certify that: <ul style="list-style-type: none"> All project activities listed in #7 of this report, including all related construction/rehabilitation activities, have been completed The results/objectives specified in the grant contract, and any approved amendments, have been achieved All costs to be paid with CDBG funds have been incurred with the exception of any administrative costs related to project close-out (including audit costs) and any unsettled third party claims 							