

**2016 SUBRECIPIENT CONTRACT
CITY OF GRAND JUNCTION, COLORADO AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Date Approved: October 19, 2016

Amount of Grant: \$7,750

Subrecipient: Housing Resources of Western Colorado

Completion Date: December 31, 2017

I. AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 2016 by and between the CITY OF GRAND JUNCTION, COLORADO (hereinafter referred to as "*City*"), and Housing Resources of Western Colorado a not-for-profit agency (hereinafter referred to as "*Subrecipient*").

Recitals:

The *City* as an entitlement recipient and grantee of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program does hereby enter this Agreement with the *Subrecipient* for the expenditure of CDBG funds in accordance with Title 24, Part 570 of the Code of Federal Regulations (24 CFR 570.000 *et. seq.* hereinafter referred to as *CDBG Regulations* and the *Uniform Requirements* in accordance with Title 2 Part 200 of the Code of Federal Regulations (2 CFR 200 *et. seq.*)

Pursuant to such Agreement the City has awarded the Subrecipient CDBG funds to undertake certain activities necessary for the execution of certain projects the City deems necessary, desirable and in furtherance of the purposes of the program. To accomplish those goals, the City does agree to disburse funds to the Subrecipient to execute its project in accordance with the CDBG Regs and this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals which are a substantive part of this Agreement and the following provisions which are approved by the City and the Subrecipient, they mutually agree as follows:

II. SUBRECIPIENT OBLIGATIONS AND SCOPE OF SERVICES

A. Activities

The sub-granting of CDBG funds to and the scope of services to be rendered by the Subrecipient shall be for the provision of the services described in Exhibit A attached hereto and made a part of this Agreement. Subrecipient agrees to perform the work described in Exhibit A in compliance with all provisions of this Agreement and it agrees to conduct all activities of the Subrecipient, whether funded in whole or in part by CDBG funds from the City in accordance with the provisions contained in 24 CFR 85 and 570 *et. seq.* and *inter alia*. Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions to be performed hereunder as required by this Agreement or by law and that there is adequate consideration to support the making and enforcement of this Agreement.

B. National Objectives

Subrecipient certifies that the activities carried out with funds provided under this Agreement

or otherwise provided in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to the total cash advances from the City.

F. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendment(s) make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City Council. Such amendment(s) shall not invalidate this Agreement nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with federal, state or local governmental law, rules, guidelines, regulations, policies and/or available funding amounts or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

G. Suspension or Termination

Either party may terminate this Agreement at any time by giving written notice to the other party of termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken with the prior written approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this Agreement shall, at the option of the City, become the property of the City and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to termination.

In accordance with 24 CFR 85.43 and 44 the City may suspend or terminate this Agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this Agreement, or with any of the law, rules, regulations or provisions referred to herein and the City may declare the Subrecipient ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is reason to believe the Subrecipient is in noncompliance with any applicable law, rules or regulations, the City may withhold up to fifteen (15) percent of said contract funds until such time as the Subrecipient is found to be in compliance by the City or is otherwise found by the City to be in compliance.

VI. ADMINISTRATIVE REQUIREMENTS

A. Uniform Administrative Requirements

1. Accounting Standards

shall have access to all records related to this project.

5. Reversion of Assets

The Subrecipient shall describe in writing in a form established by the City, all CDBG Assets to be obtained as a result of the funded activity. CDBG Asset shall mean an asset(s) purchased in whole or in part with CDBG funds or improved in whole or in part with CDBG funds and having a fair market value of \$ NA or greater.

The City shall have a security interest in any and all CDBG Assets and after being obtained by the Subrecipient the City's security interest shall be perfected by means of: a) a deed of trust for real estate, encumbering the Subrecipient's equity in the real estate; or b) a lien notation on the certificate of title for a motor vehicle(s); or c) a security agreement and financing statement for personal property; or d) an assignment of accounts receivable for accounts receivable. The deed of trust shall be recorded with the Mesa County Clerk, the lien with the Colorado Department of Revenue and the financing statement and assignment of accounts recorded with the Colorado Secretary of State. The account debtors will be notified in writing of the assignment of accounts receivable. The Subrecipient shall transfer to the City any Community Development Block Grant funds related to this project on hand at the time of expiration of this Agreement and/or any accounts receivable of Community Development Block Grant funds related to this project. The instruments necessary to perfect the security interest will be prepared by the City Attorney. The Subrecipient shall pay all recording fees and mailing costs with other than CDBG funds.

If the Subrecipient ceases to use a CDBG Asset for CDBG purposes, the City may, in its discretion, direct the Subrecipient to convey the CDBG Asset to the City or require the Subrecipient to repay the CDBG funds that were used in whole or in part to acquire the CDBG Asset. The instruments necessary to convey the CDBG Asset will be prepared by the City Attorney.

In accordance with 24 CFR 570.503(b)(7) any real property under the Subrecipient's control that was acquired or improved, in whole or in part, with CDBG Funds (including CDBG funds provided to the Subrecipient in the form of a loan) shall, at the option of the City either a) be used for an eligible CDBG activity, as determined by the City and as provide for in a legal instrument(s) creating the interest, for a period of at least 5 years after the expiration of this Agreement or such longer period as the City may require or b) be disposed of in a manner that results in the City's being reimbursed in the lesser amount of the CDBG funds that were expended on the real property or the current fair market value of the property, less any portion of the value attributable to the expenditure of non-CDBG funds for acquisition or improvement(s) to the property.

The Subrecipient agrees to use all improvements made to the real property, with CDBG funds, as set forth in Exhibit "A."

6. Program Income

The Subrecipient agrees that it shall not use CDBG funds in any manner which shall provide income to the Subrecipient. Any interest income earned on funds generated through the use of investment of funds received from CDBG shall be cause, in the sole discretion of the City, for recapture of such income and/or the full amount of funds granted to the Subrecipient.

The Subrecipient shall report quarterly all program income (as defined by 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The

Residential Antidisplacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in §570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to persons who are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project.

VIII. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Subrecipient shall not discriminate against any person, employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself discriminate.

4. Section 504

The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in

Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Subrecipient certifies that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement;

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "*Disclosure Form to Report Lobbying,*" in accordance with instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d - This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

IX. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following insofar as they apply to the performance of this Agreement. (The Subrecipient does not assume the City's environmental responsibilities described in §570.604 nor does it assume the responsibility for initiating the review process under 24 CFR Part 52.) *Clean Air Act*, 42 U.S.C., 7401, et seq.; *Water Pollution Control Act*, as amended, 33 U.S.C. 1251, et seq., as amended, 1319 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder and Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the *Flood Disaster Protection Act of 1973* (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the *National Historic Preservation Act* of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a federal, state, or local historic property list.

X. CONSTRUCTION CONDITIONS

A. Labor Standards

IN WITNESS WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.



CITY OF GRAND JUNCTION, COLORADO

BY:



City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

SUBRECIPIENT:

BY:


Signature


Executive Director
Title

ATTEST: _____

7. The City shall monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this agreement are met in accordance with City and other applicable monitoring and evaluating criteria and standards. The Subrecipient shall cooperate with the City relating to monitoring, evaluation and inspection and compliance.
8. The Subrecipient shall provide quarterly financial and performance reports to the City. Reports shall describe the progress of the project, what activities have occurred, what activities are still planned, financial status, compliance with National Objectives and other information as may be required by the City. A final report shall also be submitted when the project is completed.
9. During a period of five (5) years following the Completion Date the use of the Properties improved may not change unless: A) the City determines the new use meets one of the National Objectives of the CDBG Program, and B) the Subrecipient provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes. If the Subrecipient decides, after consultation with affected citizens that it is appropriate to change the use of the Properties to a use which the City determines does not qualify in meeting a CDBG National Objective, the Subrecipient must reimburse the City a prorated share of the Amount of the Grant the City makes to the project. At the end of the five-year period following the project closeout date and thereafter, no City restrictions under this agreement on use of the Properties shall be in effect.
10. The Subrecipient understands that the funds described in the Agreement are received by the City from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Program. The Subrecipient shall meet all City and federal requirements for receiving Community Development Block Grant funds, whether or not such requirements are specifically listed in this Agreement. The Subrecipient shall provide the City with documentation establishing that all local and federal CDBG requirements have been met.
11. A blanket fidelity bond equal to cash advances as referenced in Paragraph V. (E) will not be required as long as no cash advances are made and payment is on a reimbursement basis.
12. A formal project notice will be sent to the Subrecipient once all funds are expended and a final report is received.



Subrecipient



City of Grand Junction