



AGENDA

Housing, Neighborhood Services and Redevelopment Policy Committee

Thursday, July 8, 2021, 8:30 a.m.

VIRTUAL MEETING

City of Aurora, Colorado

15151 E Alameda Parkway

Public Participation Dialing Instructions

Dial Access Number: 1.408.418.9388 | Access code: 146 664 5631

Council Member Alison Coombs, Vice Chair

Council Member Marsha Berzins

The Housing, Neighborhood Services and Redevelopment Policy Committee's goal is to:

- Maintain high quality neighborhoods with a balanced housing stock by enforcing standards, in relation to new residential development, and considering new tools to promote sustainable infill development;
- Plan for redevelopment of strategic areas, including working with developers and landowners, to leverage external resources and create public-private partnerships

Pages

1. Call to Order

2. Approval of Minutes

3. Announcements

4. New Items

4.a. AURORA HOUSING AUTHORITY UPDATE

1

Lana Dalton, LCSW- Homelessness Programs Manager; Tim Joyce- Assistant
City Attorney

4.b. ALTERNATIVE SHELTERING OPTIONS COMMUNITY ENGAGEMENT RESULTS 3

Lana Dalton, LCSW- Homelessness Programs Manager; Tim Joyce- Assistant City Attorney

4.c. HOUSING AND HOMELESSNESS UPDATE 9

Lana Dalton, LCSW- Homelessness Programs Manager; Rodney Milton, Community Development Manager; Tim Joyce, Assistant City Attorney

4.d. AFFORDABLE HOUSING GAP FINANCING PROGRAM FUNDING RECOMMENDATION FOR HABITAT FOR HUMANITY 85

Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

4.e. COMMUNITY INVESTMENT FUNDING RECOMMENDATIONS 2021 90

Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

4.f. COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN THE CITY OF AURORA, COLORADO, AND AURORA/ARAPAHOE BATTERED WOMAN’S SHELTER, INC.DBA GATEWAY VIOLENCE SERVICES 101

Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

4.g. Housing and Community Services CDBG-CV Grant Agreement with WeeCycle 191

Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

5. Miscellaneous Matters for Consideration

5.a. Housing Strategy Update

5.b. Aurora Mobile Response Team Update

5.c. Youth Violence Prevention Program Update

5.d. Updates From Community Members

6. Adjournment



CITY OF AURORA

Council Agenda Commentary

Item Title: Aurora Housing Authority Update
Item Initiator: Lana Dalton, LCSW- Homelessness Programs Manager
Staff Source/Legal Source: Lana Dalton, LCSW- Homelessness Programs Manager/ Tim Joyce- Assistant City Attorney
Outside Speaker: Melinda Townsend, Deputy E.D. of Housing and Family Services and Dayna Ashlet-Oehm, Housing Development Director
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
 - Information Only
 - Approve Item and Move Forward to Regular Meeting
 - Approve Item as proposed at Regular Meeting
 - Approve Item with Waiver of Reconsideration
- Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 7/8/2021

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

On an annual basis, the Aurora Housing Authority presents an update to the Housing & Neighborhood Services Redevelopment committee on the status of the Aurora Housing Authority and an update on the Aurora at Home Collaborative.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Aurora Housing Authority will present on the current state of the organization as well as give a brief update on the Aurora at Home Collaborative.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

The City has the powers which are necessary, requisite, or proper for the government and administration of its local and municipal matters. (City Charter, art. 1-3). Council shall act by ordinance, resolution, or motion. (City Charter, art. 5-1). Council has the authority to do what is deemed necessary and proper to promote the prosperity, improve the order, comfort and convenience of the City and its inhabitants. (City Code § 2-32) This item is informational only. No formal council action necessary. (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



CITY OF AURORA

Council Agenda Commentary

Item Title: Alternative Sheltering Options- Community Engagement Results
Item Initiator: Lana Dalton- Homelessness Programs Manager
Staff Source/Legal Source: Lana Dalton, Homelessness Programs Manager/ Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

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Policy Committee Name: Housing, Neighborhood Services & Redevelopment

Policy Committee Date: 7/1/2021

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
 - Does Not Recommend Approval
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 - Recommendation Report Attached
 - Minutes Attached
 - Minutes Not Available
-

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

March 19, 2021: The City of Aurora held a Safe Outdoor Space Symposium for anyone who was interested in learning about Safe Outdoor Spaces, which included Safe Parking, Safe Camping, Tiny Homes and Pallet Homes. This Symposium was designed to educate all on what it may look like to move an initiative like this forward in the City of Aurora. This ties into The City’s current housing strategy as a possible solution for those with little to no income and are in need of immediate shelter, access to services, and assistance finding permanent housing solutions.

May 17-31, 2021- The City of Aurora held an Alternative Sheltering Options Community Engagement Event both in-person and online through Engage Aurora to encourage the community to decide what options would be safest, most desired and where they should be located in thier communities.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Homeless services would like to provide an update on the Alternative Sheltering Option Community Engagement results.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

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PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: We are working to be proactive and produce options for the housing and homeless service system in Aurora. If we are not able to produce solution/s for people in our community that are experiencing homelessness, there is the high likelihood that encampments will grow, calls for service will go up, complaints to the City will go up, abatement costs will rise, and most importantly people will not have a safe place to call their “home”.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



Alternative Sheltering Options- Community Engagement Results

Housing and Community Services
July 2021



Alternative Shelter Options Engagement Results

Preferred Options:

1. Pallet Shelters
2. Tiny Homes
3. Safe Parking
4. Tents

Safest Options:

1. Pallet Shelters
2. Tents
3. Tiny Homes
4. Safe Parking



****All are ranked in order from most preferred to least preferred.**



Alternative Shelter Options Engagement Results

Preferred Locations:

1. Ward 1
2. Ward 3
3. Ward 5
4. Ward 4
5. Ward 2
6. Ward 6

**All are ranked in order from most preferred to least preferred.

Comments:

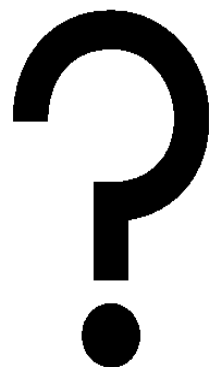
“This provides more options for single women and the LGBT community”

“In my view the tiny home community provides the most well-rounded approach to needs of shelter, resources for assistance, and community relationships.”

“I hope the council finds a solution that is flexible and helps the most people and I think that doing a combination of all options may be the best.”



Questions





CITY OF AURORA

Council Agenda Commentary

Item Title: Housing and Homeless Services Agreement Outcomes Update
Item Initiator: Jessica Prosser, Director of Housing and Community Services
Staff Source/Legal Source: Lana Dalton, Homelessness Programs Manager, Rodney Milton, Community Development Manager; Tim Joyce, Assistant City Attorney
Outside Speaker: N/A
Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

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During 2020 several notices of funding were put out to the community to fund homeless services as well as general public assistance. These funds were coming from a variety of sources including HUD COVID fundings, CARES Act funding, Marijuana funds, and general HUD funds. Included in the agreements is a requirement to submit quarterly reports. This presentation will provide an overview of outcomes based on those reports.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Housing and homeless services would like to provide and update on program outcomes as it relates to the agreements the City has with outside agencies and internal programs.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

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PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**Community Development Block Grant
CFDA 14.218 Award B-19-MC-08-0002
BORROWER Agreement
Borrower Name Here**

This agreement is entered into by **Borrower Name Here** herein referred to as the “**BORROWER**” and the CITY of Aurora, a municipal corporation, whose principal address is 15151 East Alameda Parkway, Aurora, Colorado 80012, herein referred to as the “**CITY**.”

WHEREAS, the CITY has entered into an agreement with the U.S. Department of Housing and Urban Development herein referred to as "HUD" for the purpose of conducting a Community Development Block Grant Program (hereinafter referred to as the "Program"), with Federal financial assistance under Title I of the Housing and Community Development Act of 1974, as revised, (hereinafter called "Act").

WHEREAS, the BORROWER desires to make improvements to their **property located at Address Here**, to reduce the blighted appearance of the building. The property is on an approximate **(Example).20 acre lot within the Westerly Redevelopment area**. The building and lot have fallen into disrepair and there is much deferred maintenance. It is considered to be a blighted building. Work shall include, parking lot improvements, dumpster enclosure, improved elderly/handicap access, addition of fencing and screen walls, exterior lighting and ADA parking, and other exterior improvements as described in the **Scope of Work attached hereto as Exhibit A.**

WHEREAS, The Project qualifies as an eligible activity to address slums or blight on a spot basis and meets the national objectives pursuant to 24 CFR 570.208(b)(2) and therefore, the BORROWER is eligible to receive a portion of the CD Grant for the Project.

WHEREAS, The BORROWER desires to obtain a portion of the CD Grant to fund the Project, and subject to the following terms and conditions the CITY desires to utilize a portion of the CD Grant to assist the BORROWER to fund the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, and subject to the terms and conditions and contingent upon receipt of HUD CDBG funding hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Definitions.

"Program Funds" shall mean any funds disbursed to the BORROWER by the CITY from the Community Development Block Grant (CDBG) Program under this agreement.

"Revolving Fund" shall mean a separate fund with a set of accounts that are independent of other program accounts established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities.

"Program Income" means gross income received by the BORROWER directly generated from the use of CDBG funds. When Program Income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. Program Income includes, but is not limited to the following:

- a) Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG Program Funds;
- b) Proceeds received from the disposition of equipment bought with CDBG Program Funds;
- c) Gross income from the use or rental of real property acquired by the BORROWER with CDBG Program Funds less costs incidental to generation of the income;
- d) Gross income from the use or rental of real property, owned by the BORROWER, that was constructed or improved with CDBG Program Funds, less costs incidental to generation of the income;
- e) Payments of principal and interest on loans made using CDBG Program Funds;
- f) Proceeds received from the sale of loans made with CDBG Program Funds;
- g) Proceeds received from the sale of obligations secured by loans made with CDBG Program Funds;
- h) Interest earned on CDBG Program Funds held in a revolving fund account;
- i) Interest earned on Program Income pending its disposition; and
- j) Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG program fund portion of a public improvement.

"CDBG Funds" shall mean funding received by the CITY from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program.

"Contract Period" shall mean the effective date of this agreement and time given

for performance.

“Project Activity” shall mean the activity therein described in Section 3 of this agreement, Statement of Work.

“Moderate-, Low-, and Very Low-Income” shall mean at or below 80%, at or below 50%, and at or below 30%, of the Area Median Income (AMI) respectively as defined by the U.S. Department of Housing & Urban Development (HUD) for the current agreement period.

2. Purpose.

The purpose of this agreement is to provide funding for project activities approved by the CITY under the Community Development Block Grant Program, for fiscal year 2019.

3. Statement of Work.

The BORROWER shall improve the property to eliminate the blighted appearance of the building. The BORROWER will engage in the following project activities at Address: (Example) parking lot improvements, dumpster enclosure, improved elderly/handicap access, addition of fencing and screen walls, exterior lighting and ADA parking, and other exterior improvements as described in the Scope of Work attached hereto as Exhibit A.

4. Effective Date and Time of Performance.

This agreement takes effect upon execution of the agreement or upon the official Release of Program Funds from the Department of Housing and Urban Development (HUD). The activities to be performed by the BORROWER will be completed on or before **Date.**

5. Project Implementation.

The BORROWER will have responsibility for day-to-day management and implementation of the Project.

6. Unforeseen Delay In Performance.

Neither the BORROWER nor the CITY will be considered in breach or default of its obligations with respect to improvement of the property or the commencement and completion of rehabilitation of the improvements thereon, in the event of delay due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use will be extended for the period of the unforeseen delay if the party seeking the extension requests it in writing of the other party

within ten (10) days after the beginning of the unforeseen delay. The period of unforeseen delay will be determined by the CITY.

7. Loan Terms

The Community Development Block Grant loan (the "LOAN") will be secured with a ten-year (10) lien on the real property as indicated by the Promissory Note and Deed of Trust. The principal sum of **Zero and no/100 dollars (\$0.00)** will be due and payable as follows:

Zero and no/100 dollars (\$0.00) shall be due, together with interest on the unpaid balance at a rate of zero percent (0.00%) per annum which interest shall accrue annually for a period of **ten (10) years**. The loan is payable in **120 equal monthly payments** in the amount of **\$0.00**. The first payment is due at Notice of Final Completion and all other payments are due on the first day of the month starting 30 days after the Notice of Final Completion or **November 20, 2020**, whichever is earlier. In the event that the **\$0.00** is paid off prior to **November 20, 2030**, the Deed conditions of this Promissory Note will remain in effect until **November 20, 2030**. At the completion of said payments and after **November 20, 2030**, the remaining balance of **\$0.00dollars (\$0.00)**, shall be reduced to zero and this Promissory Note shall be deemed paid in full, provided, however, that the borrower(s), Borrower's tenants, assignees and heirs have met the following Deed Conditions for the full term of the Note:

Borrower shall mean tenant, heirs, and assignees-

1. Borrower(s) shall maintain and assure that the secured property is at all times in accordance with Land Use and Ordinances pursuant to the City of Aurora and or governmental entities. Maintenance includes, but is not limited to, landscaping, rubbish and debris, lighting, signage, and general repairs.
2. Borrower(s) shall not install nor affix security bars to the exterior nor interior of any perimeter wall, window, or entry.
3. Borrower(s) shall not display nor allow tenants to display permanent nor temporary window signage in a combined excess of 25%, or policy standards which may be less, of any window's total glazed area in accordance with the Colfax Avenue Main Street Sign Standards as adopted by the City of Aurora Community Development.
4. Borrower(s) shall not alter, nor allow tenants or contractors to alter the appearance of the building after completion of construction under this program without prior written approval of the Community Development Division of the City of Aurora. Said alteration includes, but is not limited to change of color, additions, removals and/or building signage. Approvals for alteration shall be consistent with the initial design of the project.
5. Borrower shall maintain Building Insurance in the amount of building replacement and shall include the City of Aurora, Community Development as additional insured

8. Budget.

The total amount to be awarded to the BORROWER under this agreement shall not exceed **\$0.00**. The project budget is attached hereto as **Exhibit B**. The BORROWER may modify this budget only after having requested and received prior written approval of the adjustment from the CITY.

9. Payment.

It is expressly agreed and understood that the total amount to be paid by the CITY under this AGREEMENT shall not exceed **\$0.00**. Draws for the payment of eligible expenses shall be made against line items budgets specified in **Exhibit B** and in accordance with performance.

10. Restrictions On Use.

- a) Service Requirement:
The BORROWER agrees for himself/herself and his/her successors and assigns every successor in interest to the property, or any part thereof, that for a period of **ten (10) years** from the date of the issuance of the Certificate of Completion, if the property use is changed or the property is sold or vacated in less than said period, except as permitted in Section 6(b), the BORROWER shall immediately repay the CITY the outstanding Loan principal and the CITY shall release its lien on the land as evidenced in the Deed of Trust. If the loan is paid prior to the tenth year, the BORROWER will receive payment credits in accordance with the schedule in Section 7. The BORROWER may also pursue the use restriction option in Section 6 (b):

- b) Disposition Options:
With the CITY's prior written approval, the BORROWER may use the commercial property for other eligible business uses for the required service term, and in such event, the Loan terms in Section 4 will continue to apply provided BORROWER remains in compliance will all provisions of this AGREEMENT.

11. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the CITY and BORROWER will be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the CITY and the BORROWER addressed to each party as follows:

CITY:

City of Aurora, Neighborhood Services Department
Community Development Manager
Martin Luther King Jr Library
9898 E Colfax Ave
Aurora, CO 80010

BORROWER: **Name**

Such written notices, demands and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

12. General compliance.

The BORROWER agrees to comply with the requirements of 1 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards – and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the BORROWER does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the BORROWER does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. The BORROWER also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this contract. The BORROWER further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

13. Independent Property Owner Status.

The BORROWER is an independent entity in the performance of all activities and functions pursuant to this Contract. The BORROWER and the CITY are not and will not be considered as joint ventures, partners or agents of each other and neither will have the power to bind or obligate the other. The BORROWER's officers, employees, agents and subcontractors will not be considered as officers, employees, agents or subcontractors of the CITY. The BORROWER hereby agrees not to represent to anyone that the BORROWER is an agent of the CITY or has any authority to act on behalf of the CITY. The BORROWER will be responsible for all employment compensation claims for Workman's Compensation benefits or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the BORROWER will hold the CITY harmless for any and all such claims.

14. Hold Harmless.

The BORROWER shall hold harmless, defend and indemnify the Grantee from

any and all claims, actions, suits, charges and judgments whatsoever that arise out of the BORROWER's performance or nonperformance of the services or subject matter called for in this AGREEMENT.

15. Indemnification.

The BORROWER and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the CITY for any purpose and are not entitled to any of the benefits that the CITY provides for the CITY's employees.

The BORROWER, as legally permissible, covenants and agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the CITY, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement for the work to be performed hereunder. The BORROWER hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of the performance of this agreement.

16. Insurance.

Owner Insurance. During the term of this Agreement, the Developer shall cause the Owner to provide the following insurance coverages:

- (1) **Commercial General Liability Insurance.** The Owner shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use) and products and completed operations coverage for a minimum period of three (3) years after completion of the Work. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations

- (2) **Commercial Automobile Liability Insurance.** Owner shall maintain commercial automobile insurance covering liability arising out of the operation of any vehicle (including owned, non-owned

and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.

- (3) **Workers' Compensation and Employers Liability Insurance.** Owner shall maintain Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Contractor shall maintain Employers' Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate

Contractor Insurance. The Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

- (1) **Commercial General Liability Insurance.** The Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use) and products and completed operations coverage for a minimum period of three (3) years after completion of the Work. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations

- (2) **Commercial Automobile Liability Insurance.** Contractor shall maintain commercial automobile insurance covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.

- (3) **Workers' Compensation and Employers Liability Insurance.** Contractor shall maintain Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act,

as amended, by the State of Colorado. Additionally, the Contractor shall maintain Employers' Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

- (4) **Umbrella/Excess Liability Insurance.** Contractor shall maintain an Umbrella/Excess Liability insurance policy on an occurrence basis in excess of the general liability and coverages specified above, with minimum limits of \$5,000,000 per occurrence. The coverage shall be as broad as the underlying general liability and automobile liability policies set forth above. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.
- (5) **Pollution Legal Liability Insurance.** The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars (\$2,000,000) per claim or occurrence.
- (6) **Builder's Risk.** The Contractor will provide builder's risk insurance coverage with limits equal to the total value of the project. Contractor shall name the Developer/Owner and the City of Aurora as loss payees on the policy.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor. The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to maintain the insurance coverages set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general, automobile liability, employer's liability and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured, Waiver of Subrogation and Deductibles. The Owner and Contractor shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability, Excess Liability and Pollution Liability insurance policies. The certificate of

insurance will include these specific requirements along with a copy of the relevant endorsements. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Owner and Contractor.

Certificates of Insurance. Upon the execution of this Agreement or as soon as practicable, Owner and its Contractor shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. The name of the bid or the project must appear on the certificate of insurance. Owner and Contractor agree that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of the Owner's and Contractor's coverages are renewed at any time prior to completion of the services, they, not their insurance carriers, shall be responsible for obtaining updated insurance certificates and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate. If a certificate is not available immediately after renewal, a binder showing the coverages have been renewed will be acceptable until a certificate is available.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Owner and Contractor shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances, including increased risk or scope of work. The Owner's and Contractor's policies will be primary and non-contributory with respect to any and all insurance policies of the City.

If any of the insurance coverages required under this Agreement become unsatisfactory at any time to the City as to form or substance or if the carrier's rating is lowered due to financial issues, the Owner shall promptly obtain a new policy, submit the same to the City for approval and thereafter submit a certificate of insurance as herein above provided. Failure of the Owner to comply with any provisions of this contract shall be grounds for immediate suspension or termination of this Agreement. Failure of the Owner to obtain and/or maintain any required insurance shall not relieve the Owner from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Owner concerning indemnification.

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or

deductibles.

Owner is required to either ensure that all subcontractors are insured under the Owner's policies or to forward separate mandatory certificates of insurance and endorsements for it to the City. All subcontractors are required to comply with the coverage and limit requirements outlined in this Contract.

Bonding. If this Contract is for the amount of One Hundred Thousand Dollars (\$100,000) or more, the Owner shall provide a bid guarantee of in the amount of five percent (5%) of the Contract price. Additionally, the Owner shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the City and licensed to do business in the State of Colorado, and said bonds to be released at the sole direction of the City.

17. Suspension or Termination.

In accordance with federal provisions, suspension and termination may occur if the BORROWER materially fails to comply with any term of the award, and that the award may be terminated for convenience. The CITY may suspend or terminate payment for the project in whole, or in part, for cause. Cause shall include but not be limited to the following:

- a) Improper use of Program Funds;
- b) Failure to comply with either the terms or conditions of this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement;
- c) If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible;
- d) Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development;
- e) Failure to comply with any applicable local, state, and federal laws and regulations.

If the CITY withholds disbursement requests for Program Funds, it shall advise the BORROWER and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance. Prior to terminating this Agreement for cause, the CITY shall advise the BORROWER in writing of its intent, specifying the reasons for such termination and the corrective actions that must be taken by the BORROWER in order to avoid such termination. The CITY will specify the period of time, not to exceed 30 calendar days in any case, within which such corrective action must be taken, during which period all payments of Program Funds to the BORROWER shall be suspended. Any failure of the BORROWER to take corrective action within the time provided will result in the immediate termination of this Agreement and repayment of all Program Funds spent in violation of its

provisions.

The CITY may terminate this Agreement at any time the CITY determines that the purposes of the distribution of CITY CDBG monies under the Agreement would no longer be served by completion of the Project. The CITY shall effect such termination by giving written notice of termination to the BORROWER and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated by the CITY as provided herein, the BORROWER will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the BORROWER covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the BORROWER shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the BORROWER during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the BORROWER, Paragraph 7 hereof relative to termination shall apply.

Force Majeure – If either party is rendered unable, wholly or in part, by Force Majeure to carry out any or all of its obligations under this Agreement, then the obligations of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied within a reasonable time. "Force Majeure" means acts of God, strikes, lockouts or other major industrial disturbances, acts of public enemies, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, unusual and severe weather conditions, delays in work to be performed by others, interruptions by government or utility providers not exclusively due to the fault of the Parties, civil disturbances, explosions, litigation initiated by third parties seeking to overturn or enjoin any approval granted by the CITY, or any other governmental or quasi-governmental agency relating to the Project Activity, or other events beyond the reasonable control of the Parties.

18. Accounting Standards.

The BORROWER agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

19. Cost Principles.

The BORROWER shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

20. Prohibition Against Transfer of Property.

The BORROWER certifies that it has not made or created and will not make or suffer to be made any sale, assignment, conveyance, lease or transfer in any form of any part of the property subject to or interest created by the Contract without the prior written approval of the CITY, except for matters or record, previously recorded in the Arapahoe County Recorder's Office. This limitation will be in effect for that period of time recited in Section 11 which restricts the use of the subject property.

21. Disbursement of Funds.

Program Funds shall be made available to the BORROWER subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Program Funds with each draw-down request. Program Funds shall be disbursed to the BORROWER in the following manner described:

After verification of work completed, Program Funds shall be disbursed in the CITY's method of disbursement within 21 days from the receipt of invoice.

22. Disposition of Program Income.

Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the CITY as required by 24 CFR 570.503(b)(7).

The BORROWER shall keep, and make available to the CITY, such records as may be necessary to account for expenditures of all Program Funds and Program Income.

No Program Income will be generated as a result of this activity.

23. Records.

The BORROWER shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the CITY, U.S. Department of Housing and Urban

Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for five (5) years from the date of this agreement.

The BORROWER shall keep accurate books and records as indicated below:

- a) The project activity described herein is determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or primarily for use by low- and moderate-income persons.
- b) Unless otherwise specified in this agreement, the CITY shall be responsible for bidding and contracting rehabilitation and construction for building or property improvement. The BORROWER shall be responsible for working with the CITY in developing the construction specifications. The BORROWER shall also be responsible for working with appropriate state and local agencies in meeting applicable state and local regulations for building occupancy requirements.

24. Client Data.

The BORROWER shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the CITY or their designees for review upon request.

25. Disclosure.

The BORROWER understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the CITY's or BORROWER's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible adult.

26. Retention and Access to Records.

The CITY, HUD, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives will have access to any books, documents, papers and records of the AGENCY which are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 et seq. and 24 CFR 570.502(7)(ii) (collectively, the "Records") for the

purpose of making audit, examination, excerpts and transcriptions. The BORROWER will keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 et seq. and for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The CITY's right of access is not limited to the retention period but lasts so long as the Records are retained by BORROWER. The BORROWER will permit independent auditors' access to its Records and financial statements as necessary to comply with federal audit requirements.

27. Closeout Requirements.

The BORROWER's obligations to the CITY under this Agreement shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to:

- a) Making final payments;
- b) Submitting final invoices, reports and documentation;
- c) Disposing of program assets;
- d) Remitting any accounts receivable to the CITY;
- e) Determining the custodianship of records; and
- f) Other requirements under Uniform Administrative Requirements.

28. Performance Reports. Audits.

The BORROWER will submit the following reports on project performance at the request of, and in the format prescribed by, the CITY:

- a) Completion report covering start of all activity through December 31, 2020 due within thirty (30) days of January 1, 2020, (due on or before January 30, 2020). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity thru December 31, 2020 shall be included in the Completion report.
- b) The BORROWER also will submit such reports as HUD and the CITY may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964, Title VIII, Civil Rights Act of 1968, Section 3 of the Housing and Urban Development Act of 1968, Section 109 of the Act, Executive Order 11246, as amended and Executive Order 11053, or any reports as may be further required.
- c) The BORROWER will submit a financial audit within ninety (90)

days after the close of the BORROWER's fiscal year during which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this Contract is Seven Hundred-Fifty Thousand Dollars (\$750,000) or more. The audit must be in conformance with the audit requirements of 2 CFR Part 200.501. The BORROWER will also transmit a copy of the audit to the Federal Audit Clearinghouse as required by 2 CFR Part 200.512.

29. Uniform Administrative Requirements.

The BORROWER, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 79 FR 75871, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

The BORROWER shall make accurate, current, and complete disclosure of the financial results of assisted activities from Program Funds and must safeguard and ensure that Program Funds are used solely for authorized purposes. Accounting records must be supported by canceled checks, paid bills, payrolls, time and attendance records, contractual documents, or another acceptable source documentation.

If the BORROWER shall procure services with Program Funds for an authorized use as outlined in this agreement, the BORROWER shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The BORROWER shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the CITY. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

30. Reversion of Assets.

At the expiration of this agreement, the BORROWER shall transfer any Program Funds on hand at the time of expiration and any accounts receivable attributable to the use of Program Funds.

Any real property, under the BORROWER's control, that was acquired or improved in whole or in part with CDBG Program Funds in excess of \$25,000 must meet one of the following criteria:

- a) Be used to meet the national objective of “an eligible activity to address slums or blight on a spot basis.” The BORROWER agrees to use any real property acquired for the original authorized purpose as set forth within this agreement for this time period and shall not dispose of or encumber its title or other interests. 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 the acquisition of, or improvements to, the property. Funds from this reimbursement will be considered Program Income to the CITY, if less than a five (5) year period from the date of expiration of this agreement. If the BORROWER desires to retain title but no longer will use it for the authorized purpose or specified time period as outlined in this agreement, it must compensate the CITY in an amount computed by applying the CITY's percentage of participation in the cost of the original purchase price to the fair market value of the property. The BORROWER may also elect to transfer title back to the CITY for disposition or otherwise.

When Program Funds are used for the acquisition of equipment, the BORROWER shall use the equipment for the program or project for which it was acquired as long as it is needed, whether or not the program or project continues to be supported by Program Funds. The BORROWER may not use the equipment acquired with Program Funds to provide services for a fee. The BORROWER shall retain adequate records regarding the description, use, and any disposition of the equipment for five years. If the BORROWER disposes of the equipment within five years from the date of this agreement, it must compensate the CITY in an amount computed by applying the CITY's percentage of participation in the cost of the original purchase price.

31. Other Program Requirements.

The BORROWER shall carry out the activities under this agreement in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K.

No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with Program Funds.

All laborers and mechanics employed by contractors or subcontractors for construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in

accordance with the Davis-Bacon Act, as amended.

No Program Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions.

The BORROWER shall assure that it has taken all necessary reasonable steps to minimize the displacement of persons, families, individuals, businesses, nonprofit organizations, and farms as a result of activities assisted with Program Funds under this agreement.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the BORROWER, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with Program Funds for housing rehabilitation, housing construction, or other public construction, to low- and very-low-income persons.

The BORROWER shall not use lead-based paint for residential structures constructed or rehabilitated with Program Funds.

The BORROWER shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status.

The BORROWER shall not provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens as described in 49 CFR 24.208.

The BORROWER does not assume the CITY's environmental responsibilities and the BORROWER does not assume the CITY's responsibility for initiating the environmental review process in accordance with federal provisions.

The BORROWER shall carry out the activities under this agreement in compliance with all federal laws and regulations as described in 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the U.S. Department of Housing and Urban Development.

32. Compliance with Laws and Regulations

- a) The BORROWER will give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of

any public authority bearing on the performance of activities pursuant to this Contract. If the BORROWER observes that any of the Contract documents are in conflict with any laws, statutes, building codes and/or regulations, it will promptly notify the CITY, in writing, and any necessary changes will be accomplished by appropriate written modification.

- b) The BORROWER and its contractors will abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable.
- c) Should the BORROWER perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, and not give proper notice to the CITY, it will assume full responsibility therefore and will bear all cost incurred due to its negligence.
- d) The BORROWER will comply with and require all contractors paid with funds provided by this Contract to comply with all applicable provisions of federal law and the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, governing use of federal and CDBG funds including the following:
 - (1) The BORROWER will comply with the requirements and standards of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as set forth in 24 CFR § 570.502. The BORROWER 's financial management system will include at a minimum accurate, current and complete disclosures of the CDBG program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.
 - (2) The BORROWER will carry out its responsibilities in compliance with the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968, in order to affirmatively further fair housing; and to comply with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 6101-07), the prohibitions against discrimination on the basis of religion as

amended in 24 CFR 570.602, and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (19 USC 794), and compliance with the requirements of the Architectural Barriers Act of 1968 (42 USC 4151- 4157).

- (3) The BORROWER will comply with the requirements of the Davis-Bacon Act, as amended (40 USC 3141-3148), to include payment of wages as outlined in **Exhibit H** attached hereto and incorporated herein by this reference, and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708). However, these provisions will not apply to residential property rehabilitation unless such property contains eight (8) units or more.
- (4) The BORROWER will comply with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4106).
- (5) The BORROWER will comply, as applicable, with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and with residential anti-displacement and relocation requirements set forth in 24 CFR 570.606.
- (6) The BORROWER will comply with the Affirmative Action requirements of Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR 60); as well as Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
- (7) The BORROWER will comply with the prohibitions against the use of lead-based paint pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and the implementing regulations set forth at 24 CFR 35.
- (8) In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," the AGENCY agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Contract by any federal department, and agrees to comply with the requirements of 2 CFR 180 and

24 CFR 2424.

- (9) The BORROWER agrees to comply with the provisions of the Copeland "Anti-Kick Back" Act (18 USC 874, 40 USC 3145) as supplemented by 29 CFR, part 3.
- (10) The BORROWER agrees to comply with Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), which provides that no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her race, color, religion, gender, national origin, age or disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The discrimination prohibitions in the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974 are also incorporated herein. If BORROWER employs 15 or more employees, it will comply with the provisions of 24 CFR Part 8 that require AGENCY to adopt a Section 504 grievance procedure, provide notice to its participants, applicants and employees, and perform an annual self-evaluation.
- (11) The BORROWER will comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151), the Americans with Disabilities Act (42 USC 12131; 47 USC 155, 201, 218, and 225), and the Uniform Federal Accessibility Standards FED-STD-795 (April 1988) subject to the exceptions contained in 41 CFR, Subpart 101-19.604.
- (12) The BORROWER will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons." The BORROWER will submit documentation to CITY evidencing completion of BORROWER 's responsibilities under this section, including BORROWER 's Language Access Plan, if applicable.
- (13) The BORROWER will comply with the Hatch Act, 5 USC 1501-1508, and must ensure that no funds provided, nor personnel employed under this Contract, will be in any way

or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.

- (14) The BORROWER agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.2000), such as worship, religious instruction or proselytization.
- (15) The BORROWER will comply with all applicable laws, regulations, bulletins, and directions of HUD necessary to assure that the proceeds of the BORROWER Grant are utilized in a manner which is consistent with the HUD Community Development Block Grant Program.

33. Equal Employment Opportunity/Nondiscrimination – City Requirements.

The BORROWER shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, or veteran status. The BORROWER shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

34. Equal Employment Opportunity/Nondiscrimination – Federal Requirements.

During the performance of this contract, the BORROWER agrees as follows:

The BORROWER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. The BORROWER will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BORROWER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- a) The BORROWER will, in all solicitations or advertisements for

employees placed by or on behalf of the BORROWER, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin.

- b) The BORROWER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- c) The BORROWER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the BORROWER's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d) The BORROWER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e) The BORROWER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f) In the event of the BORROWER's noncompliance with the nondiscrimination clauses of this contract or with any of the

said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g) The BORROWER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The BORROWER will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a BORROWER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The BORROWER hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the BORROWER agrees as follows:

- (1) The BORROWER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex,

sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The BORROWER agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The BORROWER will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The BORROWER will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the BORROWER 's legal duty to furnish information.
- (4) The BORROWER will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The BORROWER will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The BORROWER will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of

Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the BORROWER's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The BORROWER will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a BORROWER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The BORROWER further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the BORROWER so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The BORROWER agrees that it will assist and cooperate actively with the CITY and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering

agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The BORROWER further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the AGE BORROWER NCY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the BORROWER under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such BORROWER; and refer the case to the Department of Justice for appropriate legal proceedings.

35. Illegal Aliens.

Unlawful Employees, Contractors and Subcontractors – The BORROWER shall not knowingly employ or contract with illegal aliens to perform services funded pursuant to this Agreement. The BORROWER shall not knowingly contract with a subcontractor or vendor that:

- a) Knowingly employs or contracts with illegal aliens to perform services funded pursuant to this Agreement; and
- b) Fails to certify to the BORROWER that the subcontractor or vendor will not knowingly employ or contract with an illegal alien to perform services funded pursuant to this Agreement.

Verification Regarding Illegal Aliens – By executing this Agreement, the BORROWER confirms the employment eligibility of all employees who are newly hired for employment to perform services funded pursuant to this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

Limitations – The BORROWER shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

Duties of the BORROWER – If the BORROWER obtains actual knowledge that a subcontractor or vendor performing services funded pursuant to this Agreement knowingly employs or contracts with an illegal alien, the BORROWER shall be required to:

- a) Notify the subcontractor or vendor and the CITY within three days that the BORROWER has actual knowledge that the subcontractor or vendor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor or vendor if, within three days of receiving the notice, the subcontractor or vendor does not stop employing or contracting with the illegal alien; except that the BORROWER shall not terminate the contract with the subcontractor or vendor if the subcontractor or vendor provides information to establish that the subcontractor or vendor has not knowingly employed or contracted with an illegal alien.

Duty to Comply with State Investigation – The BORROWER shall comply with any request made by the Colorado Department of Labor or the CITY in the course of an investigation that the Department or the CITY is undertaking.

Damages – Notwithstanding any other provisions within this Agreement, if the BORROWER violates any of the above provisions regarding illegal aliens, the CITY may terminate this Agreement for cause and the BORROWER may be liable for consequential damages.

36. Monitoring.

The CITY will monitor and evaluate the AGREEMENT with the BORROWER under the CDBG Program for the effective and efficient utilization of CDBG funds. The AGREEMENT will also be monitored for compliance with the rules, regulations, requirements and guidelines, which the CITY has promulgated or may promulgate. The Project will be monitored to assure compliance with the requirements of the CDBG Program periodically during the operation of the project and upon its completion and during the required period of affordability.

The BORROWER shall notify the CITY upon key staffing changes during the monitoring period.

The AGREEMENT will also be subject to monitoring and evaluation by HUD.

37. Religious Organizations.

In accordance with First Amendment Church/State Principles, Program Funds

may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities subject to the following restrictions and limitations:

- a) Program Funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes or which will otherwise promote religious interests. Property owned by primarily religious entities may be acquired with Program Funds at not more than fair market value for a non-religious use. Program Funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose in accordance with federal provisions.
- b) Program Funds may be used for public services (labor, supplies, and materials which are directed toward project activity including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs) to be provided through a primarily religious entity, such that the CITY benefits from these public services, and in connection with the provision of such public services, the primarily religious entity:
 - (1) Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - (2) Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - (3) Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

If Program Funds awarded under this agreement are carried out on property owned primarily by a religious entity, Program Funds may be used for minor repairs to such property which are directly related to the carrying out of a public service project activity where the cost constitutes in dollar terms only an incidental portion of the Program Funds expenditure for the public service project activity.

38. Byrd Anti-Lobbying Certification (31 U.S.C. 1351).

In all contracts in excess of \$100,000 the BORROWER hereby certifies, to

the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the BORROWER, 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 and Federal contract, grant, loan, or cooperative agreement.
- b) Each BORROWER tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
- c) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the BORROWER will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

39. Hatch Act / Political Activities.

The BORROWER agrees that no funds provided, nor personnel employed under this AGREEMENT, shall be in any way or to any extent engaged in the conduct of political activities in violations of Chapter 15 of Title V of the U.S.C.

The BORROWER will not use Community Development Block Grant funds ("CDBG funds") to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The BORROWER may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are

assessed equal rent or use charges, if any.

40. Conflict of Interest.

The BORROWER is subject to the conflict of interest provisions under 24 CFR 570.611:

- a) Applicability.
 - (1) In the procurement of supplies, equipment, construction, and services by recipients and by Owners, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.
 - (2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Owners to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.455, or 570.703(i)).
- b) Conflicts prohibited. The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.
- c) Persons covered. The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Owners that are receiving funds under this part.

- d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
- (1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:
- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.
- (2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:
- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
 - (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
 - (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-

making process with respect to the specific assisted activity in question;

- (v) Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- (vii) Any other relevant considerations.

41. Drug-free Workplace Act of 1988.

The BORROWER must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

42. Fees for Use of Facility.

Because public facilities are assisted under this Contract with the intent of having them be made available to the public, fees charged for the use of these facilities must be reasonable and based on actual costs such as related utilities, cleanup, security and insurance. Excessive charges which will have the effect of precluding low and moderate- income persons from using the facilities are not permitted.

43. Acknowledgment.

The BORROWER will acknowledge during the term of the Contract the contribution of the City of Aurora Community Development Block Grant loan toward the rehabilitation of the facility described in the Scope of Work in all instances where the contributions to the Project are recognized or listed.

44. Procurement Standards and Methods

- a) General Standards – With respect to procurement of supplies and other expendable property, equipment, real property and other services with CDBG funds, the Owner shall procure in accordance with 2 CFR 200.318-326.
- b) Equipment – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built

into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Owner shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the City upon termination of this contract.

- c) DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (24 CFR Part 24), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Owner shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

45. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Disadvantaged Business Enterprises.

Pursuant to national policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, BORROWER will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps will include the following:

- a) Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- b) Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- c) When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- d) Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business

Enterprises.

- e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- f) Include affirmative steps, one through five in any subcontract.

46. Construction. Labor and Material Payment and Performance Bonds.

Prior to the commencement of any rehabilitation, the BORROWER will ensure that the construction contractor posts a construction labor and material payment bond and performance bond for the total amount of the rehabilitation contract in a form as approved by the CITY, which will ensure the payment of all rehabilitation costs of the improvements.

47. Environmental Conditions.

- a) Air and Water: The BORROWER agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - Clean Air Act, 42 U.S.C. , 7401, et seq.;
 - Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 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;
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- b) Flood Disaster Protection: In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the BORROWER shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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 BORROWER 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, Subpart B. Such regulations pertain to all CDBG-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. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- d) Historic Preservation: The BORROWER 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.

- e) Energy Efficiency: Owner must ensure compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- f) Asbestos: Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding workers exposure, abatement procedures and disposal.

48. Archaeological Remains.

Should archaeological remains be encountered during ground disturbing activities, work will cease in the area of discovery. The Neighborhood Services Community Development Manager will be notified immediately. Work in the area of discovery will not resume until the significance of the discovery has been assessed and the environmental clearance updated.

49. Clean Air Act And Federal Water Pollution Control Act.

Applicable to all contracts in excess of \$150,000. The BORROWER will comply

with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251- 1387). Violations must be reported to the CITY, HUD, and the Denver Regional Office of the Environmental Protection Agency (EPA).

50. Procurement Of Recovered Materials.

- a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available at an unreasonable price.
- b) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the BORROWER purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

51. Labor Standards.

The BORROWER agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The BORROWER agrees to comply with the Copeland AntiKick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The BORROWER shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The BORROWER agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all

contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the BORROWER of its obligation, if any, to require payment of the higher wage. The BORROWER shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

52. “Section 3” Clause.

- a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the BORROWER and any of the BORROWER’s BORROWERS and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the BORROWER and any of the BORROWER’s BORROWERS and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The BORROWER certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The BORROWER further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The BORROWER further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The BORROWER certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) Notifications. The BORROWER agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) Subcontracts. The BORROWER will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The BORROWER 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 Part 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.

53. Assignability.

The BORROWER shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the **CITY**.

54. Indebtedness to Internal Revenue Service or Other Public Entity.

- a) Any judgment, lien, levy or outstanding amount owed to the Internal Revenue Service, State, County, City or other public entity by the BORROWER will constitute an event of default or breach of this Contract for purposes of Section 21, unless previously approved by the CITY in writing, and may constitute sufficient reasons for cancellation of this Contract by the CITY according to the procedures contained in this Contract.
- b) Prior to entering into this Contract and during the time period covered by this Contract, the BORROWER will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Contract by the CITY according to the procedures contained in this Contract.

55. Default / Remedies.

- a) In the event of any default in or breach of this Contract or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Contract or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Contract by the BORROWER, the CITY, in addition to any other remedy, may immediately withhold payment of funds until such default is cured. The CITY will have the further right to declare the Promissory Note as secured by the Deed of Trust immediately due and payable if such breach is not cured within thirty (30) days as provided herein.
- b) In the event there are one or more liens on the subject property

which are or will be senior to the lien created under the Deed of Trust referenced above (collectively, the "Senior Lien") and the BORROWER fails to perform any of the obligations secured by any Senior Lien, the BORROWER will, upon written notice from the CITY, immediately proceed to cure or remedy such default or breach, and, in any event, such breach or default must be remedied by the BORROWER within thirty (30) days after receipt of such notice. In the event such failure to perform is not cured within thirty (30) days after receipt of the CITY's notices, the CITY will have all the rights and remedies described in Section 21(a) above.

- c) Failure of the CITY to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which the CITY is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Contract. No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be such and signed by both the CITY and BORROWER.

56. No Third-Party Beneficiaries.

This Contract is solely between the City and the BORROWER. Nothing in this Contract is intended to establish a right in any third party or create an expectation of benefit in any party other than those specifically named in this Contract. Any person receiving services from the BORROWER, as a result of this Contract is in privity solely with the BORROWER or other parties with whom they contract.

57. Contractor Employee Whistleblower Rights And Requirement To Inform Employees Of Whistleblower Rights (APR 2014).

- a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- b) The BORROWER will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The BORROWER will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

58. Federal Funding Accountability and Transparency Act (FFATA).

The BORROWER will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The AGENCY must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Data Universal Numbering System (DUNS) number. The BORROWER will also comply with the provisions of FFATA which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

59. Roles and Responsibilities.

(a) Chief Executive Officer

The BORROWER's Chief Executive Officer is responsible for the execution of the BORROWER's activities and obligations enumerated in this Contract. Unless otherwise directed by the BORROWER, the CITY will contact the Chief Executive Officer when communicating with the BORROWER. The CITY will be notified, in writing, of changes of personnel filling this position. The Chief Executive Officer may utilize the professional services of other advisors as his/her agent. Said agent will be responsible to the Chief Executive Officer.

(b) Neighborhood Services Community Development Manager

The CITY's Neighborhood Services Community Development Manager is the CITY's responsible representative to the Project. The BORROWER will contact this individual when communicating with the CITY unless otherwise directed. The BORROWER will be notified of changes of personnel filling this position. The Neighborhood Services Community Development Manager may utilize the professional services of other advisors as his/her agent. Said agent will be responsible to the Neighborhood Services Director.

60. Certification of Non-Debarment.

The BORROWER certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations,

proposals, contracts and subcontracts.

61. CONTRACT DOCUMENTS:

This contract includes the following documents incorporated herein by reference:

- **Exhibit A:** Scope of Work
- **Exhibit B:** Budget
- **Exhibit C:** Promissory Note
- **Exhibit D:** Deed of Trust
- **Exhibit E:** Progress Payment and Retention Schedule -
- **Exhibit F:** Certificate of Completion -
- **Exhibit G:** Section 3 Clause -
- **Exhibit H:** General Wage Decision and Federal Labor Standards Provisions (HUD 4010)

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 2019.

CITY OF AURORA, COLORADO

Roberto Venegas, Date
Interim Deputy CITY Manager

Nancy Sheffield Date
Interim Neighborhood Services Director

Michael Lawson Date
Interim Community Development Manager

APPROVED AS TO FORM:

Tim Joyce Date
Assistant City Attorney

BORROWER

Name Date

Name Date



Alternative Sheltering Options- Community Engagement Results

Housing and Community Services
July 2021



Alternative Shelter Options Engagement Results

Preferred Options:

1. Pallet Shelters
2. Tiny Homes
3. Safe Parking
4. Tents

Safest Options:

1. Pallet Shelters
2. Tents
3. Tiny Homes
4. Safe Parking



****All are ranked in order from most preferred to least preferred.**



Alternative Shelter Options Engagement Results

Preferred Locations:

1. Ward 1
2. Ward 3
3. Ward 5
4. Ward 4
5. Ward 2
6. Ward 6

**All are ranked in order from most preferred to least preferred.

Comments:

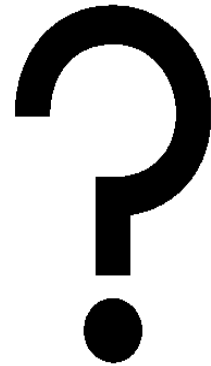
“This provides more options for single women and the LGBT community”

“In my view the tiny home community provides the most well-rounded approach to needs of shelter, resources for assistance, and community relationships.”

“I hope the council finds a solution that is flexible and helps the most people and I think that doing a combination of all options may be the best.”



Questions



IN-FORM OF SURVEY MONKEY- Quarterly Report

* Required

1. Agency Name: *

Enter your answer

2. Quarter: *

Enter your answer

3. HMIS- does your agency input data into the HMIS system? *

YES

NO

4. #4 Project Type (light RRH) - how many Households *

Light Rapid Housing Rehousing

Enter your answer

5. #5 Project Type (RRH) - how many Households *

Rapid Rehousing

Enter your answer

6. #6 Project Type (HP) - how many Households *

Homelessness Prevention or Eviction Prevention

Enter your answer

7. #7 Project Type (ES) - how many Households *

Emergency Shelter

Enter your answer

8. #8 Project Type (SO) - how many Households *

Street Outreach, Services provided outside of Agency building

Enter your answer

9. #9 Project Type (other services) - how many Households *

Non-Housing Services, Other Services

10. #10 Number of Households Served *

Total Number of Households Served

11. #11 Number of Households headed by Single Female (over the age of 18) *

Total Number of Households headed by Single Female (over the age of 18)

12. #12 Number of Households headed by Male (over the age of 18) *

Total Number of Households headed by Male (over the age of 18)

13. #13 How many Persons Total served *

Total Number of Persons Served

Enter your answer

14. #14 How many persons under the age of 5 *

Total Ages of Persons: (how many persons are) Under the Age of 5

Enter your answer

15. #15 How many persons are age 5 to 12 *

Ages of Persons: (how many persons are) Age 5 to 12

Enter your answer

16. #16 How many persons are age 13 to 17 *

Ages of Persons: (how many persons are) Age 13 to 17

Enter your answer

17. #17 How many persons are age 18-24 *

Ages of Persons: (how many persons are) Age 18-24

Enter your answer

18. #18 How many persons are age 25-34 *

Ages of Persons: (how many persons are) Age 25-34

Enter your answer

19. #19 How many Persons are age 35-44 *

Ages of Persons: (how many persons are) Age 35-44

Enter your answer

20. #20 How many Persons are age 45-54 *

Ages of Persons: (how many persons are) Age 45- 54

Enter your answer

21. #21 How many persons are age 55-61 *

Ages of Persons: (how many persons are) Age 55-61

Enter your answer

22. #22 How many persons are age 62+ *

Ages of Persons: (how many persons are) Age 62+

Enter your answer

23. #23 How many Persons where the Client doesn't know their age or Client refused *

Ages of Persons: (how many persons are) Client Doesn't know or Client Refused

Enter your answer

24. #24 How many Persons where age was not collected *

Age of Persons: (how many persons are) Data Not Collected

Enter your answer

25. #25 How many households were affected by Domestic Violence *

Number of Households currently being affected by Domestic Violence

Enter your answer

26. #26 How many persons were Veterans *

Number of Persons who are Veterans

Enter your answer

27. #27 How many persons were disabled *

Number of persons who are Disabled

Enter your answer

28. #28 How many households were turned away/could not be served *

Number of Households that were turned away/could not be served

Enter your answer

29. #29 How many Households were referred to other agencies *

Number of Households referred to other agencies

Enter your answer

30. #30 Household Size: One Person *

One Person

Enter your answer

31. #31 Household Size - Two Persons *

Two Person

Enter your answer

32. #32 Household Size - Three Persons *

Three Person

Enter your answer

33. #33 Household Size - Four Persons *

Four Person

Enter your answer

34. #34 Household Size - Five Persons *

Five Person

Enter your answer

35. #35 Household Size - Six Persons *

Six Person

Enter your answer

36. #36 Household Size - More than Six Persons *

Greater than Six Persons

Enter your answer

37. #37 Demographics (AI/AN) *

Number of persons who are American Indians/Alaska-Native?

Enter your answer

38. #38 Demographics (A) *

Number of persons who are Asian?

Enter your answer

39. #39 Demographics (B/AA) *

Number of persons who are Black/African-American?

Enter your answer

40. #40 Demographics (NA/PI) *

Number of persons who are Native-Hawaiian/Pacific-Islander?

Enter your answer

41. #41 Demographics (W) *

Number of persons who are White?

Enter your answer

42. #42 Demographics (Multiple Races) *

Number of persons of Multiple Races?

Enter your answer

43. #43 Demographics (Race client refused or doesn't know) *

Number of persons regarding Race: Client doesn't know or Client Refused?

Enter your answer

44. #44 Demographics (data not collected) *

Number of persons regarding Race: DATA NOT COLLECTED?

Enter your answer

45. #45 Ethnicity - Demographics (Latino/Hispanic) *

Number of persons who are Latino/Hispanic

Enter your answer

46. #46 Ethnicity Demographics (Latino/Hispanic - client doesn't know or refused) *

Number of persons who are Latino/Hispanic---Client doesn't Know/Client Refused:

Enter your answer

47. #47 Ethnicity Demographics (Latino/Hispanic - data not updated) *

Number of persons who are Latino/Hispanic---Data not collected

Enter your answer

48. #48 Gender of Participants – Number of males *

Number of Males

Enter your answer

49. #49 Gender of Participants – Number of females *

Number of Females

Enter your answer

50. #50 Gender of Participants – Tran Female (MTF or Male to Female) *

Number of Trans Female (MTF or Male to Female)

Enter your answer

51. #51 Gender of Participants – Trans Male (FTM or Female to Male) *

Number of Trans Male (FTM or Female to Male)

Enter your answer

52. #52 Gender of Participants – Non-Confirming *

Gender Non-Forming (i.e. not exclusively male or female)

Enter your answer

53. #53 Gender of Participants – Clients Doesn't know/Client Refused *

Number of Client Doesn't Know/Client Refused

Enter your answer

54. #54 Gender of Participants – Data not collected *

Number of 'Data Not Collected'

Enter your answer

55. #55 Expenditures Spent on Rent *

TOTAL amount of this grant spent on rent

Enter your answer

56. #56 Expenditures Spent on Case Management, Navigators *

TOTAL amount of this grant spent on Case Management, Navigators

Enter your answer

57. #57 AVERAGE amount of Rent Spent per Household *

Average amount of Rent

Enter your answer

58. #58 AVERAGE amount of Security Deposit Spent per HOUSEHOLD *

Average amount of Security Deposit

Enter your answer

59. #59 AVERAGE amount of Utility Deposit Spent per HOUSEHOLD *

Average amount of Utility Deposit

Enter your answer

60. #60 Completed VI-SPDATS *

Number of VI-SPDAT surveys that have been done on Households (by your agency)

Enter your answer

61. #61 Number of Referrals made to the Aurora @ Home Collaborative *

Number of Referrals made to the Aurora @ Home Collaborative

Enter your answer

62. #62 Number of Individuals Referred to Government Benefits *

Number of Individuals referred to Government Benefits

Enter your answer

63. #63 Number of Households where Incomes Increased *

Number of Household incomes that increased

Enter your answer

64. #64 Number of Households where Incomes Decreased *

Number of Household incomes that decreased

Enter your answer

65. #65 Length of time a household has been housed *

Average time from Program Entry to being Housed

Enter your answer

66. #66 Household Retention - Number of Households still stably housed at 6 months

*

Housing retention - Number of households still stably housed at 6 months

Enter your answer

67. #67 How many Households were diverted from Homelessness *

Number of Households referred to housing (to a rental or permanent housing, transitional housing)

Enter your answer

68. #68 How many Households Received Services *

Number of Households that received Supportive Services from your Agency

Enter your answer

69. #69 Number of Shelter Beds AVAILABLE this Quarter *

Number of BEDS AVAILABLE during this quarter

Enter your answer

70. #70 Number of BED-NIGHTS PROVIDED this Quarter *

Number of BED-NIGHTS PROVIDED during this quarter

Enter your answer

71. #71 Number of Cold-Weather BED-NIGHTS AVAILABLE this Quarter *

Number of cold-weather NIGHTS AVAILABLE during this quarter (beds, matts or other sleeping options available)

Enter your answer

72. #72 Number of Cold-Weather BED-NIGHTS PROVIDED this Quarter *

Number of cold-weather nights PROVIDED during this quarter (beds, matts or other sleeping options available)

Enter your answer

73. #73 Number of Rooms AVAILABLE that can be used for separate households (in shelter) *

Number of Rooms AVAILABLE during this quarter

Enter your answer

74. #74 Number of Rooms PROVIDED for separate households (in shelter) *

Number of Room-Nights PROVIDED during this quarter

Enter your answer

75. #75 Households Referred from Aurora Police Department *

Number of Households referred from Aurora Police Department

Enter your answer

76. #76 Households Referred from Aurora Public Schools or Cherry Creek Schools *

Number of Households referred from Aurora Public Schools

Enter your answer

77. #77 Households Referred from Aurora @ Home Collaborative *

Number of Households referred from Aurora @ Home Collaborative

Enter your answer

78. #78 Households Referred from OneHome Program (Coordinated Entry System-through MDHI) *

Number of Households referred from OneHome program (Coordinated Entry System-through MDHI)

Enter your answer

79. #79 Households Referred from another Non-Profit *

Number of Households referred from another Non-Profit

Enter your answer

80. #80 Households Referred from TANF *

Number of Household referred from TANF

Enter your answer

81. #81 Households Referred to your program that could not be served *

Number of Referred Households that could not be served

Enter your answer

82. #82 Number of Crisis Calls your agency received *

Number of Crisis Calls

Enter your answer

83. #83 Number of Individuals referred from Jail, Prison, Justice System *

Number of Individuals referred from Jail, Prison, Justice System?

Enter your answer

84. #84 Number of households coming from outside of Colorado *

Number from outside of Colorado?

Enter your answer

85. #85 Number of households coming from the Denver Metro Area (not Aurora) *

Number of people from Denver Metro Area (not Aurora)?

Enter your answer

86. #86 Length of time Household lived in Aurora (1-3 years) *

Number of 1-3years

Enter your answer

87. #87 Length of time Household lived in Aurora (4-10 years) *

Number of 4-10 years

Enter your answer

88. #88 Length of time lived in Aurora (10+ years) *

Number of 10+ years

Enter your answer

89. #89 Number of households receiving counseling by your agency *

Number of Households provided counseling by your agency (unduplicated)

Enter your answer

90. #90 Number of Meals Provided by your agency (total meals) *

Number of Meals provided (total meals)

Enter your answer

91. #91 Number of Hygiene Kits Provided (total kits) *

Number of Hygiene Kits provided (total kits)

Enter your answer

92. #92 Other types of care packages/materials (total packages, describe) *

Number of Other types of care packages (total packages)

Enter your answer

93. #93 Number of Households that received case management *

Number of Households that received case management

Enter your answer

94. #94 Number of Households that are waiting for assessment and orientation *

Number of Households that are awaiting assessment and orientation

Enter your answer

95. #95 Number of Households that participated in Housing Search w/Housing Navigator *

Number of Households that participated in Housing Search w/Housing Navigator

Enter your answer

96. #96 Number of Households that found Housing w/Housing Navigator *

Number of Households that found housing w/Housing Navigator

Enter your answer

97. #97 Number of Households currently active *

Number of Households currently active

Enter your answer

98. #98 Number of Households that Exited Housing *

Number of Households that exited program

Enter your answer

99. #99 Number of Households Returned to prior living situation *

Number of Households that return to their prior living situation.

Enter your answer

100. #100 Client are not Compliant *

Number of Households that are not complaint with program

Enter your answer

101. #101 Clients are Involved with FT employment *

Number of Households Full time employment

Enter your answer

102. #102 Clients are Involved with PT employment *

Number of Households Part time employment

Enter your answer

103. #103 Clients are Involved with job search *

Number of Households Job search

Enter your answer

104. #104 Clients are Involved with ADWorks! or other job program *

Number of Households involved ADWorks! Or other Job Program

Enter your answer

105. #105 Clients are Involved with TANF hours *

Number of TANF Required hours

Enter your answer

106. #106 Clients are Involved with FT education *

Number of Full Time education

Enter your answer

107. #107 Clients are Involved with PT education *

Number of Part time Education

Enter your answer

108. #108 Incomes of Households 0-30% AMI *

Number of 0-30% of AMI

Enter your answer

109. #109 Incomes of Households 31-50% AMI *

Number of 31%-50% of AMI

Enter your answer

110. #110 Incomes of Households 51-60% AMI *

Number of 51%-60% of AMI

Enter your answer

Submit

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CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE 2021 WINTER ROUND AFFORDABLE HOUSING GAP FINANCING PROGRAM FUNDING RECOMMENDATION FOR HABITAT FOR HUMANITY

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY (*Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.*)

The purpose of the Affordable Gap Financing Application is to simplify the process for developers or service providers who are interested in building or rehabilitating a structure used for housing as well as other capital needs. Projects that address housing needs from permanent supportive housing for homeless individuals to for sale products will be considered. All applicants will be asked how their proposals help achieve goals and recommendations within the Housing Strategy and this will be established as one of the evaluation criteria. This process will build upon an existing application process establishing new and efficient ways to evaluate developments which will insure an equitable and systematic process to select projects that will fit the city's need. By streamlining applications, it will reduce the need for developers to produce duplicate information when utilizing multiple funding sources including State and Colorado Housing and Finance Authority (CHFA). Creating one application form will also allow for staff to operate with greater efficiency, decreasing the time needed for evaluation. In order to align with CHFA's tax credit application process the City's application process will take place on a bi-annual basis ahead of CHFA's application deadlines. CHFA funding will not apply to all applicants but will allow for a review process for all types of application on a routine basis.

Housing Strategy Alignment: The Aurora Housing Strategy focuses on the most effective, efficient, and outcome-proven methods to expand housing options in the city, with a focus on:

- 1) Increase and leverage existing resources to address housing needs
- 2) Set housing goals and manage housing investments to achieve those goals
- 3) Preserve existing housing while increasing the supply of housing for households across the income spectrum
- 4) Improve regulatory processes as needed to reduce the cost of housing development

Types of Projects Funded: New rental or for-sale affordable housing, rehabilitation of existing affordable housing, permanent supportive housing, homeless program providers with capital needs.

Funding Sources: Amounts will vary from year to year based on changing federal grant allocations, program income received, and funding needs for other programs. Sources will include some or all of the following: HOME (Home Investment Partnership Program) funds and CDBG (Community Development Block Grant) funds. The city currently holds approximately \$2.5 million in HOME funds and \$400,000 of CDBG funds for this winter 2021 round of financing.

Application Components/Evaluation Criteria: Alignment with Housing Strategy, meets an identified housing need in the community, demographics to be served by the project, average median income to be served by the project, cost effectiveness, leveraging of funding, review of sources and uses, funding sustainability, available city funding sources based on project type, developer or organization experience, surrounding compatible uses.

Proposed Review Committee: City staff including Community Development, Homelessness Program, Finance, Planning and Urban Renewal. Two Community Housing and Development (CHD) Committee members.

Timeline:

Request for applications released Monday, Feb. 1, 2021

Application due by Friday, Feb. 19, 2021

Review of applications, committee recommendations and presentations to City Policy Committees - March 2021

Announcement of GAP Financing Awards - Late March to Early April 2021

ITEM SUMMARY (*Brief description of item, discussion, key points, recommendations, etc.*)

Habitat for Humanity submitted a successful proposal to create up to 12 permanently affordable housing home ownership opportunities. A panel of City staff including Community Development, Homelessness Program, Finance, Planning and Urban Renewal and two members of the Community Housing and Development (CHD) Committee reviewed and recommended awarding the project \$500,000 in HOME funds. The housing opportunities will be located city-wide.

QUESTIONS FOR COUNCIL

N/A

LEGAL COMMENTS

City Council has authority to designate funding allocations as determined by the Community Development Plan Agreement with U.S. Department of Housing and Urban Development (HUD) which provides for the needs and objectives of the local community pursuant to guidelines and regulations in 24 C.F.R. § 570.

Home Investment Partnership Program (HOME) funds may be used to provide incentives to develop and support affordable rental housing and homeownership affordability through acquisition, new construction, reconstruction or rehabilitation of nonluxury housing with suitable amenities, including real property acquisition, site improvements, conversion, demolition, and other expenses, including financing costs, relocation expenses of any displaced persons, families, businesses, or organizations; to provide tenant-based rental assistance, including security deposits; to provide payment of reasonable administrative and planning costs; and to provide for the payment of operating expenses of community housing development organizations. (24 C.F.R. §92.205(a)(1))

City Council has the authority to promote the health, safety, and welfare of its citizens. (City Code § 2-32) City Council shall act by ordinance, resolution, or motion. (Charter, art. 5-1) Contracts of at least \$50,000 but less than \$2,000,000 shall be approved by City Council. (City Code § 2-672) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The city currently holds approximately \$2.5 million in HOME. The Habitat for Humanity Missing Middle Housing Preservation program will use \$500,000 in HOME funds.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

RESOLUTION NO. R2021-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE 2021 WINTER
ROUND AFFORDABLE HOUSING GAP FINANCING PROGRAM FUNDING
RECOMMENDATION FOR THE AURORA HOUSING CORPORATION
DBA COMMUNITY HOUSING PARTNERS

WHEREAS, the Community Development Division and the Homelessness Division uses an Affordable Gap Financing application to simplify and streamline the application process who are interested in building or rehabilitating a structure used for housing as well as other capital needs; and

WHEREAS, the City uses Affordable Gap Financing for projects that address housing needs including providing permanent supportive housing for individuals experiencing homelessness; and

WHEREAS, the City currently has \$2.5 million in Home Investment Partnership Program (HOME) funds and \$400,000 in Community Development Block Grant (CDBG) funds to allocate for the winter of 2021; and

WHEREAS, the Aurora Housing Corp., dba Community Housing Partners (CHP), submitted a proposal to create 93 affordable housing units as a Phase I of two phases of development totaling 162 units of housing known as the Eagle Meadows development using HOME funds; and

WHEREAS, the 2021 winter round Affordable Housing Gap Funding Review Committee evaluated the application and recommends a HOME Grant amount of \$500,000 for CHP's proposed project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the 2021 winter found Affordable Gap Financing Review Committee's award of \$500,000 in a HOME Grant for the Aurora Housing Corp., dba Community Housing Partners.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

RESOLVED AND PASSED this ____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: CITY OF AURORA COMMUNITY INVESTMENT FUNDING RECOMMENDATION FOR AURORA HOUSING AUTHORITY, ARCHWAY INVESTMENT CORP., ZOCALO COMMUNITY DEVELOPMENT , AND THE URBAN LAND CONSERVANCY

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manager of Community Development; Tim Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 4.0--Create a superior quality of life for residents making the city a desirable place to live and work

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration
Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available
-

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

The purpose of the Community Investment Financing application is to provide resources for developers and service providers interested in creating and/or preserving affordable housing opportunities in the city of Aurora. The city's housing priorities are established in the recently adopted [Housing Strategy](#) and guided by six policies informed by best practices and extensive community input. Applications will be evaluated based on alignment with the policies and goals of the Housing Strategy.

Types of Projects Funded: New rental or for-sale affordable housing, rehabilitation/preservation of existing affordable housing, permanent supportive housing, and homelessness service providers with infrastructure needs related to housing.

Funding Sources: Amounts will vary from year to year based on changing federal grant allocations, program income received, and funding needs for other programs. Sources will include some or all of the following: HOME (Home Investment Partnership Program) funds and CDBG (Community Development Block Grant) funds. The city currently has approximately \$21,050,797 in Private Activity Bonds (PAB), \$2.5 million in HOME funds, and \$1.5 million of CDBG funds for this spring round of financing.

General Application Components/Evaluation Criteria:

- Alignment with Housing Strategy
- Meets an identified housing need in the community
- Demographics to be served by the project reflect the principles of diversity, equity, and inclusion
- Average median income to be served by the project
- Cost-effectiveness: leveraging of funding, review of sources and uses, and funding sustainability
- Available city funding sources based on project type, developer or organization experience, and surrounding compatible uses.

Review Committee: City staff including Community Development, Homelessness Program, Finance, Planning, and Urban Renewal, and members of the Community Housing and Development (CHD) Committee.

Timeline:

- Request for applications released Monday, May 17, 2021
- Application due by Friday, May 28, 2021
- Review of applications, committee recommendations, and presentations to City Policy Committees - June 2021
- Announcement of financing awards - Late June to Early July 2021

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

Applications for the City of Aurora's Community Investment Financing round were received on Friday, May 28, 2021 and reviewed by a committee consisting of City staff and members of the Community Housing and Development Committee. A total of eight (8) applications were received including four (4) multi-family new construction projects (total request \$71.6M in PAB); two (2) multi-family preservation projects (total request \$13M in PAB); one (1) commercial acquisition project (total request \$250K CDBG); one (1) application deemed ineligible.

Recommendations for funding:

- Peoria Crossing II (Aurora Housing Authority): \$13M in PAB; \$650K in HOME Funds
- Greenleaf – Villa Verde (Archway Investment Corp.): \$4M in PAB
- 15 S Sable (Zocalo Community Development): \$4M in PAB
- Citywide (Urban Land Conservancy): \$250K CDBG

QUESTIONS FOR COUNCIL

Does Council support the recommendation to award Aurora Housing Authority, Archway Investment Corp. and Community Housing Partners, and the Urban Land Conservancy the City's Private Activity Bonds,

HOME and CDBG dollars for the creation and preservation of affordable housing and the acquisition of commercial property along the Colfax commercial corridor?

LEGAL COMMENTS

City Council has authority to designate funding allocations as determined by the Community Development Plan Agreement with U.S. Department of Housing and Urban Development (HUD) which provides for the needs and objectives of the local community pursuant to guidelines and regulations in 24 C.F.R. § 570.

Community Development Block Grant (CDBG) funds may be used to acquire real property which is to be used for public purposes such as providing the homeless with shelter, or to provide grants, loans, loan guaranteed to a private business for an activity where assistance is appropriate to carry out an economic development, or to eliminate slums or blight; to meet other community development needs having a particular urgency because of existing conditions pose a serious and immediate threat to the health or welfare of the community where other financial resources are not available. (24 C.F.R. §§ 570.200 and 570.203)

City Council has the authority to promote the health, safety, and welfare of its citizens. (City Code § 2-32) City Council shall act by ordinance, resolution, or motion. (Charter, art. 5-1) Contracts of at least \$50,000 but less than \$2,000,000 shall be approved by City Council. (City Code § 2-672) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: The city currently has \$21,050,797 in Private Activity Bonds (PAB) approximately \$2.5 million in HOME funds and \$1.5 million of CDBG funds for this spring round of financing.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A



Community Investment Funding Recommendations

July 8, 2021

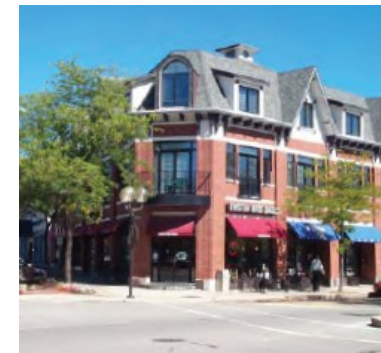




Community Vision Statement

Aurora is a welcoming and safe community and a city of opportunities where people of all backgrounds can prosper.

Aurora is known for its unique places, strong economy, community involvement, quality and attainable housing, integrated and healthy neighborhoods, smart ways to get around and a thriving natural and cultural environment.



HOUSING STRATEGY POLICIES

FRAMEWORK

Foster a balanced and sustainable housing portfolio in Aurora



Preserve the long-time affordability of existing housing stock



Strengthen the City's capacity for addressing housing issues



Expand the inventory of housing options throughout Aurora



Strengthen the local economy and expand employment opportunities in Aurora



Support protections for homeowners and renters



HOUSING FOR ALL

INCLUSIVE CITY W/ HOUSING AT ALL INCOME LEVELS



APPLICANT	PROJECT TYPE	FUNDS REQUESTED	PROJECT ADDRESS/SITE	INCOME TARGET	EST. UNITS
Community Housing (CHP) (legal name Corporation)	New Construction/	PAB: Needs \$15.3M Secured \$500K in HOME Rd1	Address: 14875 E. 2nd Avenue,	0-30% 40-70%	93 units in Phase I, with a units in two phases.
Yosemite Townhomes	New Construction/	NEED TO INCLUDE	Address: 1388 N Yosemite St,	Above 100%	60
AHA- Peoria Crossing	New	PAB: \$13M HOME/CDBG: \$650K	Address: TBD 3002 Peoria St.,	0-30% 40-70%	72
AHA – Willow Park	Multifamily	PAB: \$9M	Address: 14001 E COLORADO	0-30% 40-70%	68
Urban Land	Commercial/Econ	CDGB: \$250K	Address: 10660 E COLFAX AVE	40-70%	N/A
Mile High Development Investments – Apts.	New Construction/	PAB: \$19.5M	Address: Southeast corner of E. Peoria Street	40-70%	116
Archway Investment Greenleaf-Villa Verde	Multifamily	PAB: \$4M	Address: 1571 Beeler St & 1642	0-30% 40-70%	84 units rehabilitated; Team is currently additional 4 units
Zocalo Community 15 S Sable LIHTC	New Construction/	PAB: \$24M HOME: \$1.5M	15 S Sable Blvd, Aurora, CO	40-70%	154 units
TOTAL:		PAB: \$84.6M CDBG: \$900K			555(created)/152

COMMUNITY INVESTMENT FUNDING

APPLICATION SUMMARY



APPLICANT

PROJECT NAME

PROJECT ADDRESS/SITE

INCOME TARGET

EST. UNITS

MULTI-FAMILY – NEW CONSTRUCTION

Aurora Housing	Peoria Crossing II	E. 35th Place & Walden St.	40-70%	100
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Community Housing (CHP) (legal name Housing)	Eagle Meadows	14875 E. 2nd Avenue,	0-30% 40-AMI	93 units in Phase I, with a units in two phases.
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Yosemite	Yosemite Townhomes	1388 N Yosemite St,	Above	60
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Mile High BMC Investments	Fitzsimons Gateway	Southeast corner of E. Colfax Peoria Street	40-70%	116
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Zocalo Community Development	15 S Sable LIHTC	15 S Sable Blvd Aurora, CO	50% - 60%	154
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COMMUNITY INVESTMENT FUNDING

APPLICATION SUMMARY



APPLICANT

PROJECT NAME

PROJECT ADDRESS/SITE

INCOME
TARGET

EST. UNITS

MULTI-FAMILY – PRESERVATION

Archway Investment

Greenleaf – Villa Verde

1571 Beeler St &
1642 Alton St Aurora, CO

0-30%
40-70%

84 units rehabilitated;
Team is currently exploring
additional 4 units

Aurora Housing

Willow Park

14001 E. Colorado Dr.

0-30%
40-70%
AMI

68

COMMERCIAL ACQUISITION

Urban Land

Citywide Building

10660 E. Colfax Avenue

N/A

N/A

COMMUNITY INVESTMENT FUNDING

APPLICATION SUMMARY



Community Investment Funding

RECOMMENDATIONS

Community Investment Funding Recommendation

- Peoria Crossing II (Aurora Housing Authority): \$13M in PAB; \$650K in HOME Funds | WARD I
- Greenleaf – Villa Verde (Archway Investment Corp.): \$4M in PAB | WARD I
- 15 S Sable (Zocalo Community Development): \$4M in PAB | WARD III
- Citywide (Urban Land Conservancy): \$250K CDBG | WARD I



THANK YOU



Rodney M. Milton
Manager of Community Development | City of Aurora
Rmilton@auroragov.org



[Facebook](#) | [Twitter](#) | [Instagram](#) | [Nextdoor](#) | [AuroraTV.org](#)





CITY OF AURORA

Council Agenda Commentary

Item Title: A Resolution of the City Council of the City of Aurora, Colorado, Expressing Council's Approval of the Community Development Block Grant Agreement between the City of Aurora, Colorado, and Aurora/Arapahoe Battered Women's Shelter, Inc., dba Gateway Violence Services

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manger of Community Development; Time Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session Information Only
- Approve Item and Move Forward to Study Session
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed?[Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval Does Not Recommend Approval
- Forwarded Without Recommendation Recommendation Report Attached
- Minutes Attached Minutes Not Available

HISTORY (Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)

The Department of Housing and Community Services provides funding through its Community Development Block Grant (CDBG) annual allocation for Low Mod Limited Clientele (LMC) national objective. The Gateway Domestic Violence Services Renovation project was first submitted and approved to the Citizens Advisory Committee on Housing and Community Development on September 10, 2019. Gateway assists over 3,500 individuals with low-incomes experiencing domestic violence each year. The funds will be used for renovations to the facility. Due to COVID this renovation project was put on hold and is now starting again.

ITEM SUMMARY (Brief description of item, discussion, key points, recommendations, etc.)

The Gateway Domestic Violence Services Renovation project will utilize \$300,000 in CDBG funding to enhance building security, renovate office areas, and provide general upgrades for improved service provision.

QUESTIONS FOR COUNCIL

Does council support the agreement and approve \$300,000 in CDBG funding for renovations to the Gateway Domestic Violence Shelter?

LEGAL COMMENTS

City Council has authority to designate funding allocations as determined by the Community Development Plan Agreement with U.S. Department of Housing and Urban Development (HUD) which provides for the needs and objectives of the local community. (24 C.F.R. § 570)

Community Development Block Grant (CDBG) funds may be used for rehabilitation or conservation activities. [24 CFR § 5305(a)(1)(B)]

City Council shall act by ordinance, resolution, or motion. (Charter, art. 5-1) City Council has the authority to promote the health, safety, and welfare of its citizens. (City Code § 2-32) Contracts of at least \$50,000 but less than \$2,000,000 shall be approved by City Council. (City Code § 2-672) (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: Project will utilize \$300,000 in CDBG funds.

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**Community Development Block Grant
CFDA 14.218 Award B-19-MC-08-0002
Subrecipient Loan Agreement
Aurora/Arapahoe Battered Woman's Shelter Inc.
RE: Gateway Domestic Violence Services**

This agreement is entered into by **Aurora/Arapahoe Battered Woman's Shelter Inc. DBA Gateway Domestic Violence Services (DUNS#184483972)**, a **501(c)(3) nonprofit organization**, whose principal address is **Confidential but on file with the Community Development Department, City of Aurora** herein referred to as the "**Subrecipient**" and the City of Aurora, a municipal corporation, whose principal address is 15151 East Alameda Parkway, Aurora, Colorado 80012, herein referred to as the "**City**."

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development herein referred to as "HUD" for the purpose of conducting a Community Development Block Grant Program (hereinafter referred to as the "Program"), with Federal financial assistance under Title I of the Housing and Community Development Act of 1974, as revised, (hereinafter called "Act"); and

WHEREAS, the Subrecipient desires to make facility improvements to their **Gateway Domestic Violence Services building located at: Address is confidential but on file with the Community Development Department, City of Aurora**, to enhance building security, renovate office areas, reconfigure the reception area, plumbing upgrades, replace fencing, upgrade playground area, replace carpet with hard surface floor, make doors more secure, improve elderly/handicapped access (bathroom), and improve building configuration.

WHEREAS, The Project qualifies as an eligible public facilities activity pursuant to 24 CFR 570.201(c) and meets the national objectives pursuant to 24 CFR 570.208(a)(2) and therefore, the Subrecipient is eligible to receive a portion of the CD Grant for the Project.

WHEREAS, The Subrecipient desires to obtain a portion of the CD Grant to fund the Project, and subject to the following terms and conditions the City desires to utilize a portion of the CD Grant to assist the Subrecipient to fund the Project.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, and subject to the terms and conditions and contingent upon receipt of HUD CDBG funding hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Definitions.

“Covered entity” means a person that maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

“Program Funds” shall mean any funds disbursed to the Subrecipient by the City from the Community Development Block Grant (CDBG) Program under this agreement.

“Revolving Fund” shall mean a separate fund with a set of accounts that are independent of other program accounts established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities.

“Program Income” means gross income received by the Subrecipient directly generated from the use of CDBG funds. When Program Income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used. Program Income includes, but is not limited to the following:

- a) Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG Program Funds;
- b) Proceeds received from the disposition of equipment bought with CDBG Program Funds;
- c) Gross income from the use or rental of real property acquired by the Subrecipient with CDBG Program Funds less costs incidental to generation of the income;
- d) Gross income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with CDBG Program Funds, less costs incidental to generation of the income;
- e) Payments of principal and interest on loans made using CDBG Program Funds;
- f) Proceeds received from the sale of loans made with CDBG Program Funds;
- g) Proceeds received from the sale of obligations secured by loans made with CDBG Program Funds;
- h) Interest earned on CDBG Program Funds held in a revolving fund account;
- i) Interest earned on Program Income pending its disposition; and
- j) Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG program fund portion of a public improvement.

"CDBG Funds" shall mean funding received by the City from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program.

"Contract Period" shall mean the effective date of this agreement and time given for performance.

"Project Activity" shall mean the activity therein described in Section 3 of this agreement, Statement of Work.

"Moderate-, Low-, and Very Low-Income" shall mean at or below 80%, at or below 50%, and at or below 30%, of the Area Median Income (AMI) respectively as defined by the U.S. Department of Housing & Urban Development (HUD) for the current agreement period.

2. Purpose.

The purpose of this agreement is to provide funding for project activities approved by the City under the Community Development Block Grant Program, for fiscal year 2021.

3. Statement of Work.

The Subrecipient shall improve the property to provide services to low- and moderate-income persons. The Subrecipient will engage in the following project activities that are necessary to implement the capital needs improvements at the Gateway facility including: to enhance building security, renovate office areas, reconfigure the reception area, plumbing upgrades, replace fencing, upgrade playground area, replace carpet with hard surface floor, make doors more secure, improve elderly/handicapped access (bathroom), and improve building configuration as described in the Scope of Work attached hereto as Exhibit A. The Subrecipient will continue to provide substantive assistance to the residents of the City of Aurora.

4. Effective Date and Time of Performance.

This agreement takes effect upon execution of the agreement or upon the official Release of Program Funds from the Department of Housing and Urban Development (HUD). The activities to be performed by the Subrecipient will be completed on or before **December 31, 2021**.

5. Project Implementation.

The Subrecipient will have responsibility for day-to-day management and implementation of the Project.

6. Unforeseen Delay in Performance.

Neither the Subrecipient nor the City will be considered in breach or default of its obligations with respect to improvement of the property or the commencement and completion of rehabilitation of the improvements thereon, in the event of delay due to unforeseeable causes beyond its control and without its fault or negligence. The time for performance of the obligations and length of period of restriction on use will be extended for the period of the unforeseen delay if the party seeking the extension requests it in writing of the other party within ten (10) days after the beginning of the unforeseen delay. The period of unforeseen delay will be determined by the City.

7. Loan Terms

The Community Development Block Grant loan (the "Loan") will be secured with a ten-year (10) lien on the real property as indicated by the Promissory Note and Deed of Trust. For **ten (10) years** following the date of issuance of the Certificate of Completion the Subrecipient will meet the service requirement in Section 10 or be subject to the repayment of the Loan unless another acceptable alternative is exercised. Subject to Section 10 Restrictions on Use, if the Loan is paid or is deemed due and payable within the first five (5) years of an incomplete service term, full repayment of the Loan will be required. If the Loan is paid or is deemed payable at any time during years six (6) through ten (10), the Agency will receive repayment credits in accordance with the following schedule, which will reduce the principal amount of the Loan:

Declining Loan Repayment Credits

Years 1-5	0%
Year 6	20%
Year 7	20%
Year 8	20%
Year 9	20%
Year 10	20%

8. Budget.

The total amount to be awarded to the Subrecipient under this agreement shall not exceed **\$300,000.00** The project budget is attached hereto as **Exhibit B**. The Subrecipient may modify this budget only after having requested and received prior written approval of the adjustment from the City.

9. Payment.

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed \$300,000.00. Draws for the payment of eligible expenses shall be made against line items budgets specified in Exhibit B

and in accordance with performance.

10. Restrictions on Use.

a) **Service Requirement:**

Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Contract in excess of \$25,000 must be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after the expiration of this Contract or such longer period of time as City deems appropriate. The Subrecipient agrees for itself, and its successors and assigns and every successor in interest to the property, or any part thereof, that the Subrecipient and its successors and assigns will devote the Project primarily to the provision of assistance to low and moderate- income persons for the period of ten (10) years from the date of the issuance of the Certificate of Completion. If the property use is changed or the property is sold or vacated in less than the ten (10) year period, except as permitted below, the Subrecipient will immediately repay to the City the higher of (a) the outstanding loan principal in accordance with Section 4 of this Contract or (b) the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG Program funds for acquisition of, or improvement to, the property. The Subrecipient may also utilize one of the following disposition options.

b) **Disposition Options**

(1) With the City's prior written approval, the Subrecipient may use the facility for other CDBG-eligible program(s) or permit another CDBG-eligible program as determined by the City to use the facility for the required service term. No repayment is required if this disposition option is used. The Subrecipient will not be permitted to earn or retain profit from a replacement provider utilizing the facility.

(2) With the City's prior written approval, the Subrecipient may transfer the facility to the City or an eligible non-City party according to terms approved by the City.

11. Notices, Demands and Communications Between the Parties.

Formal notices, demands and communications between the City and Subrecipient will be deemed sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, to the principal offices of the City and the Subrecipient addressed to each party as follows:

City:

Rodney M. Milton

Manager of Housing and Community Development

15151 E Alameda Parkway # 4500

Aurora, CO 80010

Subrecipient:

James Gillespie

Executive Director

Gateway Domestic Violence Services

The principal address is Confidential but on file with the Community Development Department, City of Aurora

Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate by mail as provided in this Section.

12. General compliance.

The Subrecipient agrees to comply with the requirements of 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements For Federal Awards – and Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available.

13. Independent Contractor Status.

The Subrecipient is an independent contractor in the performance of all activities and functions pursuant to this Contract. The Subrecipient and the City are not and will not be considered as joint ventures, partners, or agents of each other and neither will have the power to bind or obligate the other. The Subrecipient's officers, employees, agents, and subcontractors will not be considered as officers, employees, agents, or subcontractors of the City. The Subrecipient hereby agrees not to represent to anyone that the Subrecipient is an agent of the City or has any authority to act on behalf of the City. The Subrecipient will be responsible for all employment compensation claims for Workman's Compensation benefits or other claims by employees arising as a result of activities funded in whole or in part from the proceeds of this Contract, and the Subrecipient will hold the City harmless for any and all such claims.

14. Hold Harmless.

The Subrecipient shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

15. Indemnification.

The Subrecipient and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees.

The Subrecipient, as legally permissible, covenants and agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement for the work to be performed hereunder. The Subrecipient hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of the performance of this agreement.

16. Insurance.

Owner Insurance. During the term of this Agreement, the Subrecipient shall cause the Owner to provide the following insurance coverages:

- a) **Commercial General Liability Insurance.** The Owner shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use) and products and completed operations coverage for a minimum period of three (3) years after completion of the Work. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.
Minimum limits:
\$2,000,000 each occurrence
\$4,000,000 general aggregate
\$4,000,000 products and completed operations.
- b) **Commercial Automobile Liability Insurance.** Owner shall maintain commercial automobile insurance covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined

single limit each accident.

- c) **Workers' Compensation and Employers Liability Insurance.** Owner shall maintain Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Contractor shall maintain Employers' Liability Insurance with minimum limits of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate.

Contractor Insurance. The Contractor performing services under this agreement shall provide, pay for and maintain in full force and effect the types and minimum limits of insurance, as indicated below, covering the Contractor, their employees, subcontractors or representatives, along with the activities of any and all subcontractors retained by the or the activities of anyone employed by any of them, or their representatives or anyone for whose acts they may be liable.

- a) **Commercial General Liability Insurance.** The Contractor shall maintain commercial general liability insurance covering all operations by or on behalf of the Contractor on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use) and products and completed operations coverage for a minimum period of three (3) years after completion of the Work. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations.

- b) **Commercial Automobile Liability Insurance.** Contractor shall maintain commercial automobile insurance covering liability arising out of the operation of any vehicle (including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.
- c) **Workers' Compensation and Employers Liability Insurance.** Contractor shall maintain Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Contractor shall maintain Employers' Liability Insurance with minimum limits of \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease

- aggregate.
- d) **Umbrella/Excess Liability Insurance.** Contractor shall maintain an Umbrella/Excess Liability insurance policy on an occurrence basis in excess of the general liability and coverages specified above, with minimum limits of \$5,000,000 per occurrence. The coverage shall be as broad as the underlying general liability and automobile liability policies set forth above. The City, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.
 - e) **Pollution Legal Liability Insurance.** The Contractor shall maintain a separate Contractor's Pollution Liability insurance policy covering any bodily injury, liability, and property damage liability, arising out of the collection and disposal of pollutants, including items in transit to a permanent disposal facility, which may arise from activities under or incidental to this agreement. This policy shall be maintained with minimum limits of Two Million Dollars (\$2,000,000) per claim or occurrence.
 - f) **Builder's Risk.** The Contractor will provide builder's risk insurance coverage with limits equal to the total value of the project. Contractor shall name the Developer/Owner and the City of Aurora as loss payees on the policy.

Subcontractors' Insurance Requirements. Subcontractors are subject to the same insurance requirements as the Contractor. The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to maintain the insurance coverages set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

Limits of Insurance. The total limits of general, automobile liability, employer's liability and excess liability insurance set forth above may be provided to the City using a combination of primary and excess liability insurance.

Additional Insured, Waiver of Subrogation and Deductibles. The Owner and Contractor shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability, Excess Liability and Pollution Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Owner and Contractor.

Certificates of Insurance. Upon the execution of this Agreement or as soon as practicable, Owner and its Contractor shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are

in effect. The name of the bid or the project must appear on the certificate of insurance. Owner and Contractor agree that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of the Owner's and Contractor's coverages are renewed at any time prior to completion of the services, they, not their insurance carriers, shall be responsible for obtaining updated insurance certificates and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate. If a certificate is not available immediately after renewal, a binder showing the coverages have been renewed will be acceptable until a certificate is available.

The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Owner and Contractor shall provide copies of insurance policies to the City Risk Manager upon request.

Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances, including increased risk or scope of work. The Owner's and Contractor's policies will be primary and non-contributory with respect to any and all insurance policies of the City.

If any of the insurance coverages required under this Agreement become unsatisfactory at any time to the City as to form or substance or if the carrier's rating is lowered due to financial issues, the Owner shall promptly obtain a new policy, submit the same to the City for approval and thereafter submit a certificate of insurance as herein above provided. Failure of the Owner to comply with any provisions of this contract shall be grounds for immediate suspension or termination of this Agreement. Failure of the Owner to obtain and/or maintain any required insurance shall not relieve the Owner from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Owner concerning indemnification.

Self-Insurance/Deductible. If the Contractor has any self-insured retentions or deductibles under any of the required policies, the Contractor must reflect these amounts on the Certificate(s) of Insurance. If requested, the Contractor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Contractor will be solely responsible for any self-insured retentions or deductibles.

Owner is required to either ensure that all subcontractors are insured under the Owner's policies or to forward separate mandatory certificates of insurance and endorsements for it to the City. All subcontractors are required to comply with the coverage and limit requirements outlined in this Contract.

Bonding. If this Contract is for the amount of One Hundred Thousand Dollars (\$100,000) or more, the Owner shall provide a bid guarantee of in the amount of five percent (5%) of the Contract price. Additionally, the Owner shall secure a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the Contract price, with a corporate surety approved by the City and licensed to do business in the State of Colorado and said bonds to be released at the sole direction of the City.

17. Suspension or Termination.

In accordance with federal provisions, suspension and termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience. The City may suspend or terminate payment for the project in whole, or in part, for cause. Cause shall include but not be limited to the following:

- a) Improper use of Program Funds;
- b) Failure to comply with either the terms or conditions of this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement;
- c) If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible;
- d) Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development;
- e) Failure to comply with any applicable local, state, and federal laws and regulations.

If the City withholds disbursement requests for Program Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance. Prior to terminating this Agreement for cause, the City shall advise the Subrecipient in writing of its intent, specifying the reasons for such termination and the corrective actions that must be taken by the Subrecipient in order to avoid such termination. The City will specify the period of time, not to exceed 30 calendar days in any case, within which such corrective action must be taken, during which period all payments of Program Funds to the Subrecipient shall be suspended. Any failure of the Subrecipient to take corrective action within the time provided will result in the immediate termination of this Agreement and repayment of all Program Funds spent in violation of its provisions.

The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City CDBG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and

other materials as described in paragraph 23 shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made; provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

Force Majeure – If either party is rendered unable, wholly or in part, by Force Majeure to carry out any or all of its obligations under this Agreement, then the obligations of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied within a reasonable time. "Force Majeure" means acts of God, strikes, lockouts or other major industrial disturbances, acts of public enemies, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, unusual and severe weather conditions, delays in work to be performed by others, interruptions by government or utility providers not exclusively due to the fault of the Parties, civil disturbances, explosions, litigation initiated by third parties seeking to overturn or enjoin any approval granted by the City, or any other governmental or quasi-governmental agency relating to the Project Activity, or other events beyond the reasonable control of the Parties.

18. Accounting Standards.

The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

19. Cost Principles.

The Subrecipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

20. Prohibition Against Transfer of Property.

The Subrecipient certifies that it has not made or created and will not make or

suffer to be made any sale, assignment, conveyance, lease or transfer in any form of any part of the property subject to or interest created by the Contract without the prior written approval of the City, except for matters or record, previously recorded in the Arapahoe County Recorder's Office. This limitation will be in effect for that period of time recited in Section 11 which restricts the use of the subject property.

21. Disbursement of Funds.

Program Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Program Funds with each draw-down request. Program Funds shall be disbursed to the Subrecipient in the following manner described:

After verification of work completed, Program Funds shall be disbursed in the City's method of disbursement within 21 days from the receipt of invoice.

22. Disposition of Program Income.

Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR 570.503(b)(7).

The Subrecipient shall keep, and make available to the City, such records as may be necessary to account for expenditures of all Program Funds and Program Income.

No Program Income will be generated as a result of this activity.

23. Records.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for five (5) years from the date of this agreement.

The Subrecipient shall keep accurate books and records as indicated below:

- a) The project activity described herein is determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting

exclusively or primarily for use by low- and moderate-income persons.

- b) Unless otherwise specified in this agreement, the City shall be responsible for bidding and contracting rehabilitation and construction for building or property improvement. The Subrecipient shall be responsible for working with the City in developing the construction specifications. The Subrecipient shall also be responsible for working with appropriate state and local agencies in meeting applicable state and local regulations for building occupancy requirements.

24. Client Data.

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

The Subrecipient shall keep accurate books and records on the number of unduplicated beneficiary households or persons served or benefiting from this project activity including these characteristics: Five single - race categories; White, Black/African American, Asian, American Indian / Alaskan native, Native Hawaiian / Pacific Islander. Multi-race categories: American Indian/Alaskan Native & White; Asian & White; Black/African American & White; American Indian/Alaskan Native & Black/African American; and Other Multi-racial, Ethnicity: Hispanic/Non-Hispanic; extremely low, very low, and low-to-moderate household income (homeless are presumed extremely low-income at 0 – 30% of the Area Median Income); elderly (62 years of age or older); disabled; and female head of household. This demographic report, of most recent four quarters, shall be due upon completion of this project. Further, a six-month report after completion, is requested which would summarize the successes of the project.

A copy of the most recent Annual Report prepared by the Subrecipient will be forwarded to the City as applicable.

25. Disclosure and Protection of Personal Identifying Information.

“Personal identifying information” (“PII”) means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card,

debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible adult.

If Subrecipient or third-party service providers will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(i), Colorado Revised Statutes (C.R.S.) and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

Disposal of personal identifying information. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services.

Disclosure of breach. When a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notified the third-party service provider shall also notify the Community Development Division of the breach.

26. Retention and Access to Records.

The City, HUD, the Comptroller General of the United States, the Government Accounting Office or any of their duly authorized representatives will have access to any books, documents, papers and records of the Agency which are pertinent to any activity performed under this Contract as required under 2 CFR 200.333 *et seq.* and 24 CFR 570.502(7)(ii) (collectively, the "Records") for the purpose of making audit, examination, excerpts and transcriptions. The Subrecipient will keep and maintain such books, documents, papers and records in accordance with 2 CFR 200.333 *et seq.* and for a period of at least three (3) years after the expiration or termination of this Agreement or three (3) years

after the submission of the annual performance and evaluation report as prescribed in 24 CFR 91.520. The City's right of access is not limited to the retention period but lasts so long as the Records are retained by Subrecipient. The Subrecipient will permit independent auditors' access to its Records and financial statements as necessary to comply with federal audit requirements.

27. Closeout Requirements.

The Subrecipient's obligations to the City under this Agreement shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to:

- a) Making final payments;
- b) Submitting final invoices, reports and documentation;
- c) Disposing of program assets;
- d) Remitting any accounts receivable to the City;
- e) Determining the custodianship of records; and
- f) Other requirements under Uniform Administrative Requirements.
- g) Upon completion the demographic report will be due, see # 24, **Client Data**, for additional required reports.

28. Performance Reports, Audits.

The Subrecipient will submit the following reports on project performance at the request of, and in the format prescribed by, the City:

- a) Completion report covering start of all activity through December 31, 2021 due within thirty (30) days of January 1, 2022, (due on or before January 30, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity thru December 31, 2021 shall be included in the Completion report.
- b) The Subrecipient also will submit such reports as HUD and the City may require, including litigation reports, financial management reports required by Federal Management Circular 74-7, equal opportunity reports as may be necessary pursuant to the rules and regulations under Title VI, Civil Rights Act of 1964, Title VIII, Civil Rights Act of 1968, Section 3 of the Housing and Urban Development Act of 1968, Section 109 of the Act, Executive Order 11246, as amended and Executive Order 11053, or any reports as may be further required.
- c) The Subrecipient will submit a financial audit within ninety (90) days after the close of the Subrecipient's fiscal year during which the aggregate of federal grant funds expended from all sources both inclusive and exclusive of this Contract is Seven Hundred- Fifty Thousand Dollars (\$750,000) or more. The audit must be in

conformance with the audit requirements of 2 CFR Part 200.501. The Subrecipient will also transmit a copy of the audit to the Federal Audit Clearinghouse as required by 2 CFR Part 200.512.

29. Uniform Administrative Requirements.

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

The Subrecipient shall make accurate, current, and complete disclosure of the financial results of assisted activities from Program Funds and must safeguard and ensure that Program Funds are used solely for authorized purposes. Accounting records must be supported by canceled checks, paid bills, payrolls, time and attendance records, contractual documents, or another acceptable source documentation.

If the Subrecipient shall procure services with Program Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

30. Reversion of Assets.

At the expiration of this agreement, the Subrecipient shall transfer any Program Funds on hand at the time of expiration and any accounts receivable attributable to the use of Program Funds.

Any real property, under the Subrecipient's control, that was acquired or improved in whole or in part with CDBG Program Funds in excess of \$25,000 must meet one of the following criteria:

- a) Be used to meet the national objective of "a facility or service designed for use by a limited clientele consisting exclusively or primarily for use by low- and moderate-income persons." The Subrecipient agrees to use any real property acquired for the

- original authorized purpose as set forth within this agreement for this time period and shall not dispose of or encumber its title or other interests; 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 the acquisition of, or improvements to, the property. Funds from this reimbursement will be considered Program Income to the City, if less than a five (5) year period from the date of expiration of this agreement. If the Subrecipient desires to retain title but no longer will use it for the authorized purpose or specified time period as outlined in this agreement, it must compensate the City in an amount computed by applying the City's percentage of participation in the cost of the original purchase price to the fair market value of the property. The Subrecipient may also elect to transfer title back to the City for disposition or otherwise.

When Program Funds are used for the acquisition of equipment, the Subrecipient shall use the equipment for the program or project for which it was acquired as long as it is needed, whether or not the program or project continues to be supported by Program Funds. The Subrecipient may not use the equipment acquired with Program Funds to provide services for a fee. The Subrecipient shall retain adequate records regarding the description, use, and any disposition of the equipment for five years. If the Subrecipient disposes of the equipment within five years from the date of this agreement, it must compensate the City in an amount computed by applying the City's percentage of participation in the cost of the original purchase price.

31. Other Program Requirements.

The Subrecipient shall carry out the activities under this agreement in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K.

No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with Program Funds.

All laborers and mechanics employed by contractors or subcontractors for construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

No Program Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having

special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the displacement of persons, families, individuals, businesses, nonprofit organizations, and farms as a result of activities assisted with Program Funds under this agreement.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with Program Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons.

The Subrecipient shall not use lead-based paint for residential structures constructed or rehabilitated with Program Funds.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status.

The Subrecipient shall not provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens as described in 49 CFR 24.208.

The Subrecipient, which owns a public facility property, shall operate the facility so as to be open for use by the general public, as appropriate, during all normal hours of operation.

The Subrecipient does not assume the City's environmental responsibilities and the Subrecipient does not assume the City's responsibility for initiating the environmental review process in accordance with federal provisions.

The Subrecipient shall carry out the activities under this agreement in compliance with all federal laws and regulations as described in 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the U.S. Department of Housing and Urban Development.

32. Compliance with Laws and Regulations

- a) The Subrecipient will give all notices and comply with all laws, ordinances, rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities

pursuant to this Contract. If the Subrecipient observes that any of the Contract documents are in conflict with any laws, statutes, building codes and/or regulations, it will promptly notify the City, in writing, and any necessary changes will be accomplished by appropriate written modification. https://library.municode.com/co/aurora/codes/code_of_ordinances, chapter 22, Buildings and Building Regulations.

- b) The Subrecipient and its contractors will abide by all regulations pursuant to the Immigration and Naturalization Reform Act of 1986, specifically as it relates to employment and client services, and such other provisions as may be applicable.
- c) Should the Subrecipient perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, and not give proper notice to the City, it will assume full responsibility therefore and will bear all cost incurred due to its negligence.
- d) The Subrecipient will comply with and require all contractors paid with funds provided by this Contract to comply with all applicable provisions of federal law and the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, governing use of federal and CDBG funds including the following:
 - (1) The Subrecipient will comply with the requirements and standards of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as set forth in 24 CFR § 570.502. The Subrecipient 's financial management system will include at a minimum accurate, current and complete disclosures of the CDBG program; records which adequately identify the source and application of funds provided for financially assisted activities; effective control over and accountability for grant cash, real and personal property and other assets; comparison of actual outlays with budgeted amounts; and records supported by source documentation.
 - (2) The Subrecipient will carry out its responsibilities in compliance with the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1968, in order to affirmatively further fair housing; and to comply with the requirements of Executive Order 11063, as amended by Executive Order 12259; Title VI of the Civil Rights Act of 1964 (42 USC 2000d), the prohibitions against age discrimination under the Age Discrimination Act of 1975 (42 USC 6101-07), the prohibitions against discrimination on the basis of religion as amended in 24 CFR 570.602, and the prohibitions against discrimination against disabled individuals under Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and compliance with the requirements of the Architectural

- Barriers Act of 1968 (42 USC 4151- 4157).
- (3) The Subrecipient will comply with the requirements of the Davis-Bacon Act, as amended (40 USC 3141-3148), to include payment of wages as outlined in **Exhibit H** attached hereto and incorporated herein by this reference, and the Contract Work Hours and Safety Standards Act (40 USC 3701-3708). However, these provisions will not apply to residential property rehabilitation unless such property contains eight (8) units or more.
 - (4) The Subrecipient will comply with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4106).
 - (5) The Subrecipient will comply, as applicable, with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and with residential anti-displacement and relocation requirements set forth in 24 CFR 570.606.
 - (6) The Subrecipient will comply with the Affirmative Action requirements of Executive Order 11246, as amended by Executive Order 12086, and the regulations issued pursuant thereto (41 CFR 60); as well as Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u).
 - (7) The Subrecipient will comply with the prohibitions against the use of lead-based paint pursuant to the Lead-Based Paint Poisoning Prevention Act (42 USC 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 USC 4851-4856) and the implementing regulations set forth at 24 CFR 35.
 - (8) In accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," the Agency agrees that neither it, nor its principals is presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction evidenced by this Contract by any federal department, and agrees to comply with the requirements of 2 CFR 180 and 24 CFR 2424.
 - (9) The Subrecipient agrees to comply with the provisions of the Copeland "Anti-Kick Back" Act (18 USC 874, 40 USC 3145) as supplemented by 29 CFR, part 3.
 - (10) The Subrecipient agrees to comply with Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), which provides that no otherwise qualified individual with disabilities in the United States shall, solely by reason of his or her race, color, religion, gender, national origin, age or disability, be

excluded from the participation in, be denied the benefits of, or be subjected to discrimination in employment, services, housing, building and services accessibility or any other aspects of this program. The discrimination prohibitions in the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974 are also incorporated herein. If Subrecipient employs 15 or more employees, it will comply with the provisions of 24 CFR Part 8 that require Agency to adopt a Section 504 grievance procedure, provide notice to its participants, applicants and employees, and perform an annual self-evaluation.

- (11) The Subrecipient will comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151), the Americans with Disabilities Act (42 USC 12131), and the Uniform Federal Accessibility Standards FED-STD-795 (April 1988) subject to the exceptions contained in 41 CFR, Subpart 101-19.604.
- (12) The Subrecipient will take reasonable steps to provide meaningful access for all persons with Limited English Proficiency as required by Title VI of the Civil Rights Act of 1964, Executive Order 13166, and HUD's final "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons." The Subrecipient will submit documentation to City evidencing completion of Subrecipient 's responsibilities under this section, including Subrecipient 's Language Access Plan, if applicable.
- (13) The Subrecipient will comply with the Hatch Act, 5 USC 1501-1508, and must ensure that no funds provided, nor personnel employed under this Contract, will be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S. Code.
- (14) The Subrecipient agrees that funds provided under this Contract will not be utilized for inherently religious activities prohibited by 24 CFR § 5.109, such as worship, religious instruction or proselytization.
- (15) The Subrecipient will comply with all applicable laws, regulations, bulletins, and directions of HUD necessary to assure that the proceeds of the Subrecipient Grant are utilized in a manner which is consistent with the HUD Community Development Block Grant Program.

33. Equal Employment Opportunity/Nondiscrimination – City Requirements.

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex,

national origin, disability, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

34. Equal Employment Opportunity/Nondiscrimination – Federal Requirements.

During the performance of this contract, the Subrecipient agrees as follows:

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- a) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, marital status, or national origin.
- b) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- c) **The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.**
- d) **The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.**
- e) **The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.**
- f) **In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.**
- g) **The Subrecipient will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.**

The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Subrecipient agrees as follows:

- a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

- d) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Subrecipient will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter

into such litigation to protect the interests of the United States.

The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Subrecipient agrees that it will assist and cooperate actively with the City and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the AGE Subrecipient NCY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

35. Workers Without Authorization

- a) Unlawful Employees, Contractors and Subcontractors. Subrecipient shall not knowingly employ or contract with an individual unable to provide evidence that the individual is legally authorized to perform work or services in the United States, defined as a "worker without authorization" in C.R.S. § 8-17.5-101. Subrecipient shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization; and (b) fails to certify to Subrecipient that the

subcontractor will not knowingly employ or contract with a worker without authorization.

- b) **Verification Regarding a Worker Without Authorization.** By executing this Agreement, Subrecipient confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.
- c) **Limitations.** Subrecipient shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.
- d) **Duties of the Subrecipient.** If Subrecipient obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with a worker without authorization Subrecipient shall be required to:
 - (i) Notify the subcontractor and the City within three days that Subrecipient has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - (ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with a worker without authorization; except that Subrecipient shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.
- e) **Duty to Comply with State Investigation.** Subrecipient shall comply with any request made by the Colorado Department of Labor or the City in an investigation that the Department or the City is undertaking.
- f) **Damages.** Notwithstanding any other provisions within this Agreement, if Subrecipient violates any of the above provisions regarding a worker without authorization the City may terminate the Agreement for cause and Subrecipient may be liable for consequential damages.

35. Monitoring.

The City will monitor and evaluate the Agreement with the Subrecipient under the CDBG Program for the effective and efficient utilization of CDBG funds. The Agreement will also be monitored for compliance with the rules, regulations,

requirements and guidelines, which the City has promulgated or may promulgate. The Project will be monitored to assure compliance with the requirements of the CDBG Program periodically during the operation of the project and upon its completion and during the required period of affordability.

The Subrecipient shall notify the City upon key staffing changes during the monitoring period.

The Agreement will also be subject to monitoring and evaluation by HUD.

36. Religious Organizations.

In accordance with First Amendment Church/State Principles, Program Funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities subject to the following restrictions and limitations:

- a) Program Funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes or which will otherwise promote religious interests. Property owned by primarily religious entities may be acquired with Program Funds at not more than fair market value for a non-religious use. Program Funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose in accordance with federal provisions.
- b) Program Funds may be used for public services (labor, supplies, and materials which are directed toward project activity including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs) to be provided through a primarily religious entity, such that the City benefits from these public services, and in connection with the provision of such public services, the primarily religious entity:
 - (1) Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
 - (2) Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
 - (3) Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the

provision of such public services.

If Program Funds awarded under this agreement are carried out on property owned primarily by a religious entity, Program Funds may be used for minor repairs to such property which are directly related to the carrying out of a public service project activity where the cost constitutes in dollar terms only an incidental portion of the Program Funds expenditure for the public service project activity.

37. Byrd Anti-Lobbying Certification (31 U.S.C. 1351).

In all contracts in excess of \$100,000 the Subrecipient hereby certifies, to the best of his or her knowledge and belief, that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 and Federal contract, grant, loan, or cooperative agreement.
- b) Each Subrecipient tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization or influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C, 1352.
- c) 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 in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. Such disclosures are forwarded from tier to tier up to the non-Federal award.

38. Hatch Act / Political Activities.

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violations of Chapter 15 of Title V of the U.S.C.

The Subrecipient will not use Community Development Block Grant funds ("CDBG funds") to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. The Subrecipient may, however, use a facility financed with CDBG funds on an incidental basis to permit political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

39. Conflict of Interest.

The Subrecipient is subject to the conflict of interest provisions under 24 CFR 570.611:

- a) **Applicability.**
 - (1) In the procurement of supplies, equipment, construction, and services by recipients and by Owners, the conflict of interest provisions in 2 CFR 200.317 and 200.318 shall apply.
 - (2) In all cases not governed by 2 CFR 200.317 and 200.318, the provisions of this section shall apply. Such cases include the acquisition and disposition of real property and the provision of assistance by the recipient or by its Owners to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to §570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to §570.203, 570.204, 570.456, or 570.703(i)).
- b) **Conflicts prohibited.** The general rule is that no persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter. For the UDAG program, the above restrictions shall apply to all activities that are a part of the UDAG project and shall cover any such financial interest or benefit during, or at any time after, such person's tenure.
- c) **Persons covered.** The conflict of interest provisions of paragraph

(b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the recipient, or of any designated public agencies, or of Owners that are receiving funds under this part.

d) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.

(1) Threshold requirements. HUD will consider an exception only after the recipient has provided the following documentation:

- (i) A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
- (ii) An opinion of the recipient's attorney that the interest for which the exception is sought would not violate State or local law.

(2) Factors to be considered for exceptions. In determining whether to grant a requested exception after the recipient has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the recipient's program or project, taking into account the cumulative effect of the following factors, as applicable:

- (i) Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
- (ii) Whether an opportunity was provided for open competitive bidding or negotiation;
- (iii) Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;
- (iv) Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question;
- (v) Whether the interest or benefit was present before the

- affected person was in a position as described in paragraph (b) of this section;
- (vi) Whether undue hardship will result either to the recipient or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
 - (vii) Any other relevant considerations.

40. Drug-free Workplace Act of 1988.

The Subrecipient must comply with drug-free workplace requirements in Subpart B of 2 CFR § 2429, which adopts the government-wide implementation (2 CFR part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. Ch. 8, 41 U.S.C. 701-707).

41. Fees for Use of Facility.

Because public facilities are assisted under this Contract with the intent of having them be made available to the public, fees charged for the use of these facilities must be reasonable and based on actual costs such as related utilities, cleanup, security and insurance. Excessive charges which will have the effect of precluding low and moderate- income persons from using the facilities are not permitted.

42. Acknowledgment.

The Subrecipient will acknowledge during the term of the Contract the contribution of the City of Aurora Community Development Block Grant loan toward the rehabilitation of the facility described in the Scope of Work in all instances where the contributions to the Project are recognized or listed.

43. Procurement Standards and Methods

- a) **General Standards** – With respect to procurement of supplies and other expendable property, equipment, real property and other services with CDBG funds, the Owner shall procure in accordance with 2 CFR 200.318-326.
- b) **Equipment** – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Owner shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts

receivable, etc.) shall revert to the City upon termination of this contract.

- c) **Debarred Contractors** – Per Executive Order 12549, "Debarment and Suspension" (24 CFR Part 24), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Owner shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

44. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Disadvantaged Business Enterprises.

Pursuant to national policy to award a fair share of contracts to small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises, Subrecipient will take affirmative steps to assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are utilized when possible as sources of supplies, equipment, construction, and services. Such affirmative steps will include the following:

- a) Include qualified small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises on solicitation lists.
- b) Assure that small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises are solicited whenever they are potential sources.
- c) When economically feasible, divide total requirements into small tasks or quantities so as to permit maximum participation from small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- d) Where the requirement permits, establish delivery schedules which encourage participation by small and minority businesses, women's business enterprises, and Disadvantaged Business Enterprises.
- e) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce and the Community Services Administration as required.
- f) Include affirmative steps, one through five in any subcontract.

45. Construction, Labor and Material Payment and Performance Bonds.

Prior to the commencement of any rehabilitation, the Subrecipient will ensure that the construction contractor posts a construction labor and material payment bond and performance bond for the total amount of the rehabilitation contract in a form

as approved by the City, which will ensure the payment of all rehabilitation costs of the improvements.

46. Environmental Conditions.

- a) **Air and Water:** The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:
 - (1) Clean Air Act, 42 U.S.C., 7401, et seq.;
 - Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 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;
 - Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- b) **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (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, Subpart B. Such regulations pertain to all CDBG-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. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.
- 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.

- e) **Energy Efficiency:** Owner must ensure compliance with mandatory energy efficiency standards and policies in State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- f) **Asbestos:** Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding workers exposure, abatement procedures and disposal.

47. Archaeological Remains.

Should archaeological remains be encountered during ground disturbing activities, work will cease in the area of discovery. The Neighborhood Services Community Development Manager will be notified immediately. Work in the area of discovery will not resume until the significance of the discovery has been assessed and the environmental clearance updated.

48. Clean Air Act and Federal Water Pollution Control Act.

Applicable to all contracts in excess of \$150,000. The Subrecipient will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251- 1387). Violations must be reported to the City, HUD, and the Denver Regional Office of the Environmental Protection Agency (EPA).

49. Procurement of Recovered Materials.

- a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor will procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor will procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable time period; (2) fail to meet reasonable performance standards, which will be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item, or (3) are only available

- at an unreasonable price.
- b) Paragraph (a) of this clause will apply to items purchased under this contract where: (1) the Subrecipient purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

50. Labor Standards.

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland AntiKick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

51. "Section 3" Clause.

- a) Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided

under this contract and binding upon the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the

project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b) **Notifications.** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- c) **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in 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 Part 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.

52. Assignability.

The Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the **City**.

53. Subcontracts.

- a) **Approvals:** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.
- b) **Monitoring:** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c) **Content:** The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d) **Selection Process:** The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all

subcontracts shall be forwarded to the City along with documentation concerning the selection process.

54. Indebtedness to Internal Revenue Service or Other Public Entity.

- a) Any judgment, lien, levy, or outstanding amount owed to the Internal Revenue Service, State, County, City, or other public entity by the Subrecipient will constitute an event of default or breach of this Contract for purposes of Section 21, unless previously approved by the City in writing, and may constitute sufficient reasons for cancellation of this Contract by the City according to the procedures contained in this Contract.
- b) Prior to entering into this Contract and during the time period covered by this Contract, the Subrecipient will disclose any information related to the preceding paragraph. This will also include the immediate reporting of breaches in payback arrangements or breaches in other agreements related to the above. Failure to comply with any disclosure provision in this Section may also constitute sufficient reason for cancellation of this Contract by the City according to the procedures contained in this Contract.

55. Default / Remedies.

- a) In the event of any default in or breach of this Contract or any of its terms or conditions by either party hereto, such party will, upon written notice from the other, proceed immediately to cure or remedy such default or breach. In any event such breach or default is remedied within thirty (30) days after receipt of such notice. In case such action to cure or remedy the default or breach is not taken or not diligently pursued, or the default or breach not cured or remedied within thirty (30) days, the aggrieved party may terminate this Contract or institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. In the event of a breach of Contract by the Subrecipient, the City, in addition to any other remedy, may immediately withhold payment of funds until such default is cured. The City will have the further right to declare the Promissory Note as secured by the Deed of Trust immediately due and payable if such breach is not cured within thirty (30) days as provided herein.
- b) In the event there are one or more liens on the subject property which are or will be senior to the lien created under the Deed of Trust referenced above (collectively, the "Senior Lien") and the Subrecipient fails to perform any of the obligations secured by any Senior Lien, the Subrecipient will, upon written notice from the

City, immediately proceed to cure or remedy such default or breach, and, in any event, such breach or default must be remedied by the Subrecipient within thirty (30) days after receipt of such notice. In the event such failure to perform is not cured within thirty (30) days after receipt of the City's notices, the City will have all the rights and remedies described in Section 21(a) above.

- c) Failure of the City to insist upon strict performance of any provision of this Contract or to exercise any right or remedy to which the City is entitled hereunder will not constitute a waiver thereof and will not diminish the obligations under this Contract. No waiver of any of the provisions of this Contract will be effective unless it is expressly stated to be such and signed by both the City and Subrecipient.

56. No Third-Party Beneficiaries.

This Contract is solely between the City and the Subrecipient. Nothing in this Contract is intended to establish a right in any third party or create an expectation of benefit in any party other than those specifically named in this Contract. Any person receiving services from the Subrecipient, as a result of this Contract is in privity solely with the Subrecipient or other parties with whom they contract.

57. Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014).

- a) This agreement and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 and FAR 3.908.
- b) The Subrecipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- c) The Subrecipient will insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

58. Federal Funding Accountability and Transparency Act (FFATA).

The Subrecipient will comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The Agency must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and have a Data Universal Numbering System (DUNS) number. The Subrecipient will also comply with the provisions of FFATA which includes

requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

59. Roles and Responsibilities.

a) Chief Executive Officer

The Subrecipient's Chief Executive Officer is responsible for the execution of the Subrecipient's activities and obligations enumerated in this Contract. Unless otherwise directed by the Subrecipient, the City will contact the Chief Executive Officer when communicating with the Subrecipient. The City will be notified, in writing, of changes of personnel filling this position. The Chief Executive Officer may utilize the professional services of other advisors as his/her agent. Said agent will be responsible to the Chief Executive Officer.

(a) Housing and Community Services Director

The Director of Housing and Community Services, or designee, is the City's responsible representative to the Project. The Subrecipient will contact this individual when communicating with the City unless otherwise directed. The Subrecipient will be notified of changes of personnel filling this position. The Director of Housing and Community Services, or designee, may utilize the professional services of other advisors as his/her agent. Said agent will be responsible to the Director of Housing and Community Services, or designee.

60. Certification of Non-Debarment.

The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts.

61. CONTRACT DOCUMENTS:

This contract includes the following documents incorporated herein by reference:

- **Exhibit A: Scope of Work**
- **Exhibit B: Budget**

- **Exhibit C:** Promissory Note
- **Exhibit D:** Deed of Trust
- **Exhibit E:** N/A
- **Exhibit F:** Certificate of Completion -
- **Exhibit G:** Section 3 Clause-
- **Exhibit H:** General Wage Decision and Federal Labor Standards Provisions (HUD 4010)

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS Agreement
THIS _____ DAY OF _____, 2021.

City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager

Jessica Prosser
Director of Housing and Community Services

Rodney M. Milton, Jr.

Rodney Milton
Housing and Community Development Manager

APPROVED AS TO FORM:

Tim Joyce

Tim Joyce
Assistant City Attorney

Subrecipient

Karl Chen *4/28/21*

Karl Chen, Board Treasurer Date
Gateway Domestic Violence Services

CITY OF AURORA
COMMUNITY DEVELOPMENT DIVISION
HOUSING REHABILITATION PROGRAM
15151 E Alameda Ave #4500
Aurora, Colorado 80012
Phone: 303-739-7900 Fax: 303-739-7925

CONSTRUCTION DOCUMENTS:
"EXHIBIT A"

CLIENT:

Name: Gateway / Aurora/ Arapahoe Battered Woman's Shelter Inc.
Address: Confidential
Aurora, CO
Phone: 303-739-7923 John Ralston

DATES OF WORK: <input checked="" type="checkbox"/> Initial Inspection: <input checked="" type="checkbox"/> Initial DOW: <input checked="" type="checkbox"/> Revisions: <input checked="" type="checkbox"/> Bid Document: <input type="checkbox"/> Contract / Loan Documents:	CONTRACTOR INFORMATION: Company Name: TBD Address: Phone: Contact Person:
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Program Specialist: John Ralston	Project Number: 2112 A	
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CONTRACTORS NOTE! THIS "EXHIBIT A" IS FOR THE USE BY THE CLIENT IN EVALUATING THE BIDS ONLY. IT IS NOT TO BE USED BY THE CONTRACTOR AS A SCOPE OF WORK TO BE PERFORMED. DIMENSIONS, QUANTITIES AND SCOPE OF WORK TO BE ASSERTAINED FROM DRAWINGS AND SITE OBSERVATIONS.

DESCRIPTION OF WORK

ITEM #:

01 00	1a.	<u>Permit, use tax, review fees</u>	
01 00, 02 00	1b.	<u>General conditions, Bonds, misc. costs</u> 1) Testing	
02 00	2.	<u>Demolition:</u> Existing carpet Complete Demo of front bath Remove existing lighting, playground border, PVC Pipes in playground, 2 nd floor deck on Shelter, walls in shelter for addition of interior windows, Window openings in office area	
(Includes Item 5) 05 10, 06 10, 08 06, 08 11, 08 50, 08 70 09 01, 09 05, 09 06,	3.	<u>Interior Rehab:</u> 1) Flooring- Replace all carpet with vinyl flooring chosen by Gateway 2) Framing/Finish- Blue board/finish/tile/text and paint front bath.	

<p>09 20, 09 24, 09 50, 09 06, 09 65, 09 90, 22 40</p> <p>(4644 sf total)</p>	<p>3) Plumb new stops on all fixture lines. Repair sewer and drain lines in bath.</p> <p>4) Replace all fixtures, toilet, vanity, flooring, shower stall to bring bath up to handicap standards. Add grab bars where necessary.</p> <p>5) Temperature Monitors</p> <p>6) Furnish and install new mirrors, soap, and towel dispensers in all bathrooms.</p>	
<p>4.</p> <p>26 00, 26 05, 26 50</p>	<p><u>Electrical Work:</u></p> <p>1) Test and ensure safe, replace any device for safe service if necessary.</p> <p>2) Replace all interior lights with T8 LED.</p> <p>3) Elec as required by code in kitchen. Install new exhaust fan.</p>	
<p>5.</p> <p>(See CSI Item 3)</p>	<p><u>Plumbing Work</u></p> <p>1) Accessible bath fixtures</p> <p>2) Water Heaters (4)</p> <p>3) New Faucets for baths and kitchen</p>	
	<p><u>Exterior Work:</u></p> <p>1) Ensure proper and easy operation of all fire door including panic hardware.</p> <p>2) Replace exterior doors and frames with fortified jambs</p> <p>5) Reinforce window well covers.</p> <p>6) Prune existing trees in play area.</p> <p>7) Replace 6' wood fence</p> <p>8) Replace all exterior lights with LED's</p> <p>9) Replace sump in lower smoking area</p> <p>10) Add clean-outs to sewer line from shelter</p> <p>11) Child Proof electrical boxes</p> <p>12) Add to retaining wall in playground area</p> <p>13) New deck over smoking area at shelter building</p> <p>14) Bike Rack</p>	

CITY OF AURORA
COMMUNITY DEVELOPMENT DIVISION
HOUSING REHABILITATION PROGRAM
15151 E Alameda Ave #4500
Aurora, Colorado 80012
Phone: 303-739-7900 Fax: 303-739-7925

CONSTRUCTION DOCUMENTS:
"EXHIBIT B"

Budget

Name: Gateway / Aurora/ Arapahoe Battered Woman's Shelter Inc.

Address: Confidential
Aurora, CO

Phone: 303-739-7923 John Ralston

DATES OF WORK: <input checked="" type="checkbox"/> Initial Inspection: <input checked="" type="checkbox"/> Initial DOW: <input checked="" type="checkbox"/> Revisions: <input checked="" type="checkbox"/> Bid Document: <input type="checkbox"/> Contract / Loan Documents:	CONTRACTOR INFORMATION: Company Name: Address: Phone: Contact Person:
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Program Specialist: John Ralston	Project Number: 2112A	Estimate Amount: \$300,000.00
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BUDGET

ITEM #:

01 00	1a.	<u>Permit, use tax, review fees</u>	
01 00, 02 00	1b.	<u>General conditions, Bonds, misc. costs</u> 1) Testing	
02 00	2.	<u>Demolition:</u> Existing carpet Complete Demo of front bath Remove existing lighting, playground border, PVC Pipes in playground, 2 nd floor deck on Shelter, walls in shelter for addition of interior windows, Window openings in office area	
05 10, 06 10, 08 06, 08 11, 08 50, 08 70 09 01, 09 05, 09 06, 09 20, 09 24, 09 50, 09 06, 09 65, 09 90, 22 40	3.	<u>Interior Rehab:</u> 1) Flooring- Replace all carpet with vinyl flooring chosen by Gateway 2) Framing/Finish- Blue board/finish/tile/text and paint front bath. 3) Plumb new stops on all fixture lines. Repair sewer and drain lines in bath. 4) Replace all fixtures, toilet, vanity, flooring, shower	

(4644 sf total)	stall to bring bath up to handicap standards. Add grab bars where necessary. 5) Temperature Monitors. 6) Furnish and install new mirrors, soap, and towel dispensers in all bathrooms.	
4. 26 00, 26 05, 26 50	<u>Electrical Work:</u> 1) Test and ensure safe, replace any device for safe service if necessary. 2) Replace all interior lights with T8 LED. 3) Elec as required by code in kitchen. Install new exhaust fan.	
5. (See CSI Item 3)	<u>Plumbing Work</u> 1) Accessible bath fixtures 2) Water Heaters (4) 3) New Faucets for baths and kitchen	
	<u>Exterior Work:</u> 1) Ensure proper and easy operation of all fire door including panic hardware. 2) Replace exterior doors and frames with fortified jambs 5) Reinforce window well covers. 6) Prune existing trees in play area. 7) Replace 6' wood fence 8) Replace all exterior lights with LED's 9) Replace sump in lower smoking area 10) Add clean-outs to sewer line from shelter 11) Child Proof electrical boxes 12) Add to retaining wall in playground area 13) New deck over smoking area at shelter building 14) Bike Rack	
	<u>TOTAL</u>	\$300,000.00

STATEMENT OF GENERAL CONDITIONS
(The following refers to provisions of the Contract Agreement)

Quality of Work:

The Contractor will assure the work is of good order and quality and performed by skilled workers in the assigned task. Materials and equipment incorporated in the work will be new, of good quality and in conformance with the Contract Documents. All measurements are approximate and must be field verified by the Contractor.

Permits and Licenses:

All work will be performed, inspected and approved in compliance with the IBC and City of Aurora Building Code.

Insurance:

The Contractor must maintain in effect Liability Insurance and Workers Compensation as required by paragraph 10 of the Contract Agreement and must submit proof of such insurance prior to the signing of the Contract Documents.

Time:

The Contractor will commence work, submit schedules of work and complete the work within the parameters of the Contract and the Notice to Proceed. Justification for any delays must be submitted for written approval.

Guarantee:

If, within one year of Completion, any of the work or materials are found to be defective or not in accordance with the Construction Documents, the Contractor will upon written notice, promptly correct or replace the defective work or materials. The Contractor will also provide the Owner with any extended material or appliance warranties from the manufacturer.

Profit and Overhead:

The Contractor will include profit, overhead and costs of permits in the cost of each line item.

Clean Up:

The Contractor will at all times and at Completion keep and leave the work site clean in accordance with the Contract Agreement. Also, the area will be free from any hazardous condition during the construction.

Lien Waiver:

The Contractor will at Completion, provide lien waivers in accordance with the Contract Documents.

Lead Paint:

If any existing surface is disrupted in the work process that may contain lead-based paint, the surface will be treated as set forth in the Contract Agreement.

Addition Services:

Should any additional drawings, engineer reports, field tests, or other professional services be required for the Aurora Building Department or other Authority, such costs of these services will be the responsibility of the Contractor.

Changes:

Any changes or deviations of the work, materials, appliances, time or costs from these Contract Documents must have written approval in the form of a Change Order or Field Order issued by the rehabilitation Specialist prior to installation. Colors, patterns and equipment not specified must be approved by the rehabilitation specialist prior to installation.

Surface Finishes:

All areas damaged or disrupted in the course of the work must be repaired and finished to match adjoining surfaces as close as possible. Any colors, patterns, styles or textures not specified in these Contract Documents will be as selected by the Owner.

TOTAL COST SUM OF THE DESCRIPTION OF EXTERIOR WORK:

(Including General Condition costs, overhead, permit, fees, taxes, and profits)

CONTRACTOR:

Name of Company	Address	Phone
By: _____	/ _____	
Print Name	Signature	

Authorized to proceed: _____

Name	Title	Date
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**EXHIBIT C
PROMISSORY NOTE
(CDBG Funds)**

\$300,000.00

04/28/ 2021

FOR VALUE RECEIVED, Aurora/Arapahoe Battered Woman's Shelter Inc. Agreement (the "Borrower"), promises to pay to the order of **CITY OF AURORA, COLORADO**, whose address is c/o Community Development Division, 15151 E. Alameda Parkway #4500, Aurora, Colorado, 80012 (the "Lender"), the principal sum of **THREE HUNDRED THOUSAND and 00/100 DOLLARS (\$300,000.00)**, from the date hereof until paid as follows:

This Note is secured by a Deed of Trust, dated of even date herewith by the Borrower for the benefit of the Lender (the "Deed of Trust") and further is evidenced by a Sub-recipient Agreement dated 04/28/2021 herewith between the Sub-recipient and the Lender (the "Sub-recipient Agreement"). All of the terms, covenants, conditions, provisions, and agreements of the Deed of Trust and the Sub-recipient Agreement are made a part of this Note to the same extent, and with the same force and effect, as if they were set forth fully in this Note.

Upon the occurrence of an Event of Default (as defined in the Deed of Trust or the Sub-recipient Agreement) with respect to any amount becoming due hereafter, then the full amount of the balance of principal unpaid upon this Note shall at once become due and payable at the option of the legal holder hereof, without demand or notice, said demand or notice being expressly waived, and failure to exercise said option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

Neither the Borrower nor any of its partners shall have any personal liability for the payment of any sums due under this Note or the performance of any obligations of the Borrower hereunder, it being recognized by the Lender that the obligations of the Borrower hereunder are non recourse obligations and that the remedies of the Lender are limited to the security provided in the Deed of Trust. In any action to realize upon any security furnished under any instrument now or hereafter securing the indebtedness evidenced by this Note or to collect any amounts payable hereunder, neither the Borrower nor any partner of the Borrower or any partner, officer, director, shareholder, employee or agent of any partner of the Borrower shall have any personal liability for the repayment of this Note and no judgment for the repayment of this Note or interest thereon or any other sums due under this Note or for damages for failure to perform any obligations owed to the Borrower hereunder will be enforced against the Borrower personally or against any property of the Borrower other than the security furnished under the Deed of Trust or any other instrument securing this Note.

The Lender agrees that it shall not assign or transfer this Note (or any interest therein)

NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 247034229
MY COMMISSION EXPIRES JUNE 29 2022
ANNA PARMAR

WHEN RECORDED MAIL TO:
City of Aurora
Neighborhood Services Department
Community Development Division
15151 East Alameda Parkway 4500
Aurora, CO 80012

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

**EXHIBIT D
DEED OF TRUST**

This Agreement is made this 28th day of April, 2021 between **Aurora/ Arapahoe Battered Woman's Shelter Inc.** ("Grantor"), and the **PUBLIC TRUSTEE FOR THE COUNTY OF ARAPAHOE** ("Trustee"), for the benefit of the **CITY OF AURORA, COLORADO** ("Beneficiary"), whose address is c/o Community Development Division, 15151 East Alameda Parkway, Aurora, Colorado, 80012.

The Grantor, in consideration of the loan hereinafter described, has granted, bargained, sold, transferred, assigned, and conveyed, and by these presents does grant, bargain, sell, transfer, assign, and convey to the Trustee in trust with power of sale all of that certain property located in the County of Arapahoe, Colorado, and described on Exhibit A hereto (the "Property"), together with all of Grantor's right, title and interest in and to (i) all privileges, easements, rights of way, licenses, franchises, tenements and appurtenances belonging or in any way appertaining to the Property; (ii) all rents, issues, profits, condemnation awards, and option payments in regard to the Property; (iii) all furniture, furnishings, fixtures, maintenance equipment, and all other personal property owned by Grantor now or hereafter located in, or on, used, or intended to be used in connection with the Property (excluding, however, personal property owned by tenants occupying space in the Property); (iv) all of the estates, rights and interests of the Grantor, whether now owned or hereafter acquired, in the Property; and (v) the proceeds of any of the above. All of the foregoing are hereinafter referred to as the "Mortgaged Property".

This conveyance is made in trust, however, in consideration of, and to secure (a) all sums advanced by Beneficiary to Grantor under that certain Promissory Note of even date herewith, as it may be amended, payable to the order of Beneficiary in the original principal amount of **Three Hundred Thousand and No/100 dollars (\$300,000.00)**, (the "Note"), and to secure Grantor's obligation to pay interest as set forth in Note, including interest at the "default Rate" as set forth therein all of which sums are payable as provided therein, with final payment or performance due on December 31, 2030; (b) prompt and complete performance and/or observing of all covenants and conditions to be performed by Grantor under that certain Owner/Developer Subrecipient Agreement dated April 23rd, 2021, made by and between Grantor and Beneficiary (the "Subrecipient Agreement"); (c) the payment of all other sums with interest at the Default Rate thereon as may be advanced or expended by Beneficiary in accordance with this Deed of Trust or any other instrument or agreement securing the Note (the indebtedness of Grantor evidenced by the Note and all such other sums are hereinafter collectively referred to as the "Indebtedness"); and (d) the performance of all the covenants and agreements of the Grantor contained herein.

This Deed of Trust is given upon the express condition that if all of the Indebtedness is paid to Beneficiary, then, this Deed of Trust and the estate hereby granted shall cease and become void and shall be released of record at the expense of the Grantor; otherwise this Deed of Trust shall be and remain in full force and effect.

Grantor represents, warrants, and covenants to and with the Beneficiary and the Trustee that it is the lawful owner of the Mortgaged Property in fee simple and has good right and full power and authority under all applicable provisions of law and under its certificate of limited partnership to execute this Deed of Trust and to convey the Mortgaged Property pursuant hereto; that the Mortgaged Property is free from all monetary liens and charges, security interests, and encumbrances except as listed in Exhibit B attached hereto; that the Grantor will warrant and defend the lien and priority of this Deed of Trust against all claims and demands of all persons whomsoever, whether now existing or hereafter arising, not listed in Exhibit B; and that no claims or liens are outstanding or threatened against the Mortgaged Property arising out of any oil or hazardous waste or materials legislation. The covenants and warranties of this paragraph shall survive foreclosure of this Deed of Trust and shall run with the land.

The Grantor further covenants and agrees with the Beneficiary and the Trustee as follows:

1. Note, Application of Payments. Grantor will duly and punctually pay any and all amounts due and payable under the Note in accordance with the terms of the Note and all other Indebtedness, when and as due and payable. The provisions of the Note are hereby incorporated by reference into this Deed of Trust as fully as if set forth at length herein. All payments received by the Beneficiary from Grantor under the Note or this Deed of Trust shall be applied by the Beneficiary in such order of application as the Beneficiary deems appropriate.
2. Payment of Taxes, Assessments, Other Charges, and Liens. Grantor shall pay before a penalty might attach for nonpayment thereof, all taxes and assessments, utility charges, and all other charges whatsoever levied upon or assessed or placed against the Mortgaged Property, and shall give to Beneficiary, upon demand, a receipt or receipts evidencing such payment. Grantor shall not create, incur, or suffer to exist any lien, security interest, encumbrance, or charge on the Mortgaged Property or any part thereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable, and any permitted encumbrance listed in Exhibit B hereto. The Grantor shall likewise pay any and all governmental levies or assessments of any kind which create, may create or appear to create a lien upon the Mortgaged Property, or any part thereof.
3. Liens. The Grantor shall not create, incur or suffer to exist any lien, or charge on the Mortgaged Property or any part thereof, other than the lien of current real estate taxes and installments of special assessments with respect to which no penalty is yet payable, and any permitted lien listed in Exhibit B hereto.
4. Mechanics' Liens. The Grantor shall pay, when due, the claims of all persons supplying labor, materials or equipment to or in connection with the Mortgaged Property, and Grantor will keep the Mortgaged Property free and clear of all liens and claims of liens by contractors, subcontractors, mechanics, laborers, materialmen and other such persons arising out of the work, construction, development, operation or maintenance of the Mortgaged Property

(collectively, "Mechanic's Lien(s)"). If any suit or proceeding shall be brought to foreclosure or enforce any such Mechanic's Lien, Grantor shall, at its sole cost and expense, promptly pay, satisfy and discharge any final judgment entered therein, and if Grantor fails to do so, the Beneficiary, at its option, may do so.

5. Compliance with Laws. The Grantor shall comply promptly and fully with all present and future statutes, laws, rules, orders, regulations, and ordinances, and any easements, protective covenants or other private restrictions affecting the Mortgaged Property, any part thereof or the use thereof; including, without limitation, laws, ordinances, rules or regulations relating to hazardous wastes, hazardous materials, or oil.

6. Payment of Utility Charges. The Grantor shall pay all charges (exclusive of which are the obligations of tenants to pay) made by utility companies, whether public or private, for electricity, gas, heat, water, or sewer, furnished or used in connection with the Mortgaged Property or any part thereof, and will, upon written request of Beneficiary, furnish proper receipts evidencing such payment.

7. Insurance.

a) During the term of this Agreement, the Grantor shall provide the following insurance coverages:

(1) Commercial Property Insurance. Grantor shall procure and maintain a commercial property insurance policy, providing coverages for perils including, but not limited to: fire, flood, earthquake, wind, hail and vandalism, with limits not less than 100% of the property's replacement cost, including all improvements, on a per occurrence basis. Beneficiary shall be named as a loss payee on the policy.

(2) Commercial General Liability Insurance. The Grantor shall maintain commercial general liability insurance covering all operations on a per occurrence basis against claims for bodily injury (including death) and property damage (including loss of use), and products and completed operations. Coverage will include personal injury liability with employee and contractual exclusions deleted, XCU (Underground, Collapse & Explosion) coverage endorsed and a Waiver of Subrogation. The Beneficiary, its elected and appointed officials, employees, agents and representatives shall be named as Additional Insureds by endorsement.

Minimum limits:

\$2,000,000 each occurrence

\$4,000,000 general aggregate

\$4,000,000 products and completed operations

(3) Commercial Automobile Liability Insurance. Grantor shall maintain commercial automobile insurance covering liability arising out of the operation of any vehicle

(including owned, non-owned and hired vehicles) with minimum limits of \$1,000,000 combined single limit each accident.

(4) **Workers' Compensation and Employers Liability Insurance.** Grantor shall maintain Worker's Compensation Insurance in accordance with the provisions of the Workers' Compensation Act, as amended, by the State of Colorado. Additionally, the Grantor shall maintain Employers' Liability Insurance with minimum limits of: \$1,000,000 bodily injury for each accident, \$1,000,000 bodily injury by disease each employee and \$1,000,000 bodily injury disease aggregate

(5) **Professional Liability Insurance.** The Grantor shall maintain professional liability insurance with minimum limits of One Million Dollars (\$1,000,000), covering those claims which arise out of the negligent acts or omissions of the Grantor, its Subcontractor and any other parties for whom it may be liable including without limitation, bodily injury, personal injury, property damage arising from its development activities or operations. Professional Liability Insurance may be carried on a claims-made basis maintained in full force and effect for the term of this Agreement and, to the extent possible, for a minimum period of Three (3) years after repayment of the loan hereunder. Any retroactive date or prior acts exclusions to which such coverage is subject shall pre-date the date of this Agreement. In the event that coverage is renewed during the original term of any subsequent term of this agreement, endorsement(s) for the new policy(ies) and/or a binder shall be delivered within five (5) days after renewal.

(6) **Subcontractors' Insurance Requirements.** Subcontractors are subject to the same insurance requirements as the Contractor. The Contractor is responsible for verifying that the subcontractor's insurance is in effect prior to commencement of work and throughout the time that the subcontractor performs work on the project. Any subcontractor which ceases to maintain the insurance coverages set forth above must be removed from the project until such time that insurance coverage can be verified as in full force and effect.

(7) **Limits of Insurance.** The total limits of general, automobile liability, employer's liability and excess liability insurance set forth above may be provided to the Beneficiary using a combination of primary and excess liability insurance.

(8) **Additional Insured, Waiver of Subrogation and Deductibles.** The Grantor shall name the City of Aurora, its elected and appointed officials, employees, agents and representatives as additional insureds by endorsement and provide a waiver of subrogation for the Commercial General Liability, Auto Liability, Excess Liability and Pollution Liability insurance policies. The certificate of insurance will include these specific requirements along with a copy of the relevant endorsements. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Grantor.

(9) Certificates of Insurance. Upon the execution of this Agreement or as soon as practicable, Grantor shall provide certificates of insurance to the City of Aurora demonstrating that at the minimum coverages required herein are in effect. Grantor agrees that the required coverages will not be reduced, canceled, non-renewed or materially changed without thirty (30) days prior written notice to the City. All certificates of insurance must be kept in force throughout the duration of the services. If any of the Grantor's coverages are renewed at any time prior to completion of the services, they, not their insurance carriers, shall be responsible for obtaining updated insurance certificates and forwarding the replacement certificates to the City within five (5) days of the expiration date of any previously delivered certificate. If a certificate is not available immediately after renewal, a binder showing the coverages have been renewed will be acceptable until a certificate is available.

(10) The minimum A.M. Best rating of each primary insurer shall be A- X and the minimum A.M. Best rating of each excess insurer shall be A- VIII. The Grantor shall provide copies of insurance policies to the City Risk Manager upon request.

(11) Any of the minimum limits of insurance set out herein may be raised or lowered at the sole discretion of the Risk Manager for the City of Aurora in response to the particular circumstances, including increased risk or scope of work. The Grantor's policies will be primary and non-contributory with respect to any and all insurance policies of the Beneficiary.

(12) If any of the insurance coverages required under this Agreement become unsatisfactory at any time to the City as to form or substance or if the carrier's rating is lowered due to financial issues, the Grantor shall promptly obtain a new policy, submit the same to the Beneficiary for approval and thereafter submit a certificate of insurance as herein above provided. Failure of the Grantor to comply with any provisions of this contract shall be grounds for immediate suspension or termination of this Agreement. Failure of the Grantor to obtain and/or maintain any required insurance shall not relieve the Grantor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Grantor concerning indemnification.

(13) Self-Insurance/Deductible. If the Grantor has any self-insured retentions or deductibles under any of the required policies, the Grantor must reflect these amounts on the certificate(s) of insurance. If requested, the Grantor will provide satisfactory evidence of financial responsibility for such obligations. In any event, Grantor will be solely responsible for any self-insured retentions or deductibles.

(a) Policy Provisions. All insurance policies and renewals thereof maintained by Grantor pursuant to subsection (a) 1-13 above shall be written by an insurance carrier satisfactory to Beneficiary with an A.M. Best rating as noted above (with the exception of flood insurance provided by the National Flood Insurance Program), contain a standard

mortgagee clause and a loss payee clause and other endorsements in favor of and in form and content acceptable to Beneficiary.

(b) Application of Insurance Proceeds. Subject to the rights of any lender with a superior interest under a recorded Deed of Trust or similar document or instrument, all sums paid under any insurance policy required in subsection (a) 1-13 above shall be paid to the Beneficiary (after application of such proceeds to prior lienholders, to the extent of the indebtedness secured by their liens). Beneficiary shall apply such amounts (after first deducting therefrom its expenses incurred in collecting the same including but not limited to reasonable attorneys' fees) to the restoration of the Mortgaged Property pursuant to such conditions as the Beneficiary shall in its reasonable discretion require, unless the senior lien holder has applied such proceeds solely to the payment of its lien, in which case Beneficiary may do likewise. No application of insurance proceeds shall extend or postpone the due dates of the installments payable under the Note or change the amount of such installments.

8. Preservation and Maintenance of Mortgaged Property; Indemnity. The Grantor (i) shall keep the Mortgaged Property in safe and good repair and condition; (ii) shall, upon damage to or destruction of the Mortgaged Property or any part thereof by fire or other casualty, restore, repair, replace or rebuild the Mortgaged Property that is damaged or destroyed to the condition it was in immediately prior to such damage or destruction, whether or not any insurance proceeds are available or sufficient for such purpose; (iii) shall not commit waste or permit impairment or deterioration of the Mortgaged Property; and (iv) shall not remove any of the fixtures or personal property included in the Mortgaged Property unless the same is immediately replaced with property of at least equal value and utility, and this Deed of Trust becomes a valid lien on such property.

9. Inspection. The Grantor shall permit the Beneficiary or its agents to enter upon the Mortgaged Property at all reasonable times during ordinary business hours after reasonable notice for the purposes of inspecting the Mortgaged Property or any part thereof. The Beneficiary shall, however, have no duty to make such inspection.

The Grantor shall keep and maintain at all times at the Grantor's address stated below or at the Mortgaged Property or at such other place as the Beneficiary may approve in writing, complete and accurate books of accounts and records in sufficient detail to reflect correctly the results of the operation of the Mortgaged Property and copies of any and all written contracts, leases, and other instruments which affect the Mortgaged Property. The Grantor shall permit the Beneficiary or its representatives to examine and inspect such books, records, contracts, leases, and other instruments during ordinary business hours after reasonable notice.

10. Protection of the Beneficiary's Security. Subject to the rights of any lender with a superior interest under any prior recorded Deed of Trust or similar document or instrument, if the Grantor fails after thirty (30) days written demand from Beneficiary therefor, to perform or comply with any of the covenants and agreements contained in this Deed of Trust or if any action or proceeding is commenced which affects the Mortgaged Property or the interest of the Trustee or the Beneficiary therein, or the title thereto, then the Beneficiary, at the Beneficiary's option, may perform such covenants and agreements, defend against and/or investigate such action or proceedings, and/or take such other action as the Beneficiary reasonably deems necessary to protect its interests. The Beneficiary shall be the sole judge of the legality, validity, and priority of any claim, lien, encumbrance, tax, assessment, charge, and premium paid by it and of the amount necessary to be

paid in satisfaction thereof. The Beneficiary is hereby given the irrevocable power of attorney (which power is coupled with an interest) to enter upon the Mortgaged Property as the Grantor's agent in the Grantor's name to perform any and all covenants and agreements to be performed by the Grantor as herein provided. Any amounts or expenses disbursed or incurred by the Beneficiary pursuant to this paragraph, or to otherwise enforce any provisions of this Deed of Trust or to preserve any of the rights, powers, or privileges of the Beneficiary granted or created hereby, including, without limitation, costs incurred in any appeal, with interest thereon as hereinafter stated, shall become additional Indebtedness of the Grantor secured by this Deed of Trust. Unless the Grantor and the Beneficiary agree in writing to other terms of repayment, such amounts shall be immediately due and payable, and shall bear interest from the date of disbursement at the default rate of interest stated in the Note. The Beneficiary shall, at its option, be subrogated to the lien of any mortgage or other lien, discharged in whole or in part by the Indebtedness or by the Beneficiary under the provisions hereof, and any such subrogation rights shall be additional and cumulative security for this Deed of Trust. Nothing contained in this paragraph shall require the Beneficiary to incur any expense or do any act hereunder, and the Beneficiary shall not be liable to the Grantor for any damages or claims arising out of action taken by the Beneficiary pursuant to this paragraph except as a result of the Beneficiary's willful misconduct or gross negligence.

11. **Condemnation.** Subject to the rights of any lender with a superior interest under a recorded Deed of Trust or similar document or instrument and the obligations of Grantor thereunder, the Grantor hereby irrevocably assigns to the Beneficiary any award or payment up to the amount of the Grantor's Indebtedness under the Note which becomes payable by reason of any taking of the Mortgaged Property, or any part thereof, whether directly or indirectly or temporarily or permanently, in or by condemnation or other eminent domain proceedings or the settlement thereof (hereinafter called "Taking"). All awards or payments payable as a result of a Taking shall be paid to the Beneficiary (in order of the priority of liens encumbering the Mortgaged Property), which after first deducting the Beneficiary's expenses incurred in the collection thereof shall be applied to the repair or restoration of the Mortgaged Property, pursuant to such conditions as the Beneficiary in its reasonable discretion may require unless the senior lien holder has applied same solely to payment of its lien, in which case Beneficiary may do likewise. No application of any Taking award or payment to repayment of Indebtedness shall postpone the due dates of the payments due under the Note or change the amount of such payments.

12. **No Secondary Financing.** The Grantor shall not create or permit to be created any subordinate lien on the Mortgaged Property or any part thereof for borrowed money without the prior written consent of Beneficiary, which consent shall not be unreasonably withheld. Notwithstanding the above, no consent shall be required for any subordinate liens set forth on Exhibit B.

13. **Transfers.** The Grantor will not, without the prior written consent of Beneficiary having been first obtained, and which such consent shall not be unreasonably withheld, sell, assign, transfer, convey, or otherwise dispose of or alienate all or part of the Mortgaged Property, other than the sale of obsolete or worn-out furnishings or equipment (collectively a "Transfer"). Nothing herein shall be deemed to preclude transfers of partnership interests in the Grantor.

14. **Security Interest.** This Deed of Trust shall constitute a security agreement with respect to (and the Grantor hereby grants the Trustee and the Beneficiary a security interest in) all fixtures, and personal property included in the Mortgaged Property as more specifically described in

the granting clause above. The Grantor will from time to time, at the request of the Beneficiary, execute any and all financing statements or other documents covering such fixtures or personal property (in a form satisfactory to the Beneficiary) which the Beneficiary may consider necessary or appropriate to confirm, evidence, or perfect the Trustee's and/or the Beneficiary's security interest.

15. Notice of Default; Books and Records. The Grantor will prepare or cause to be prepared at its expense and will deliver to the Beneficiary, immediately upon becoming aware of the existence of any condition or event which constitutes an Event of Default, written notice specifying the nature and period of existence thereof and what action the Grantor has taken or proposes to take with respect thereto.

16. Events of Default. Each of the following occurrences shall constitute an event of default hereunder (herein called an "Event of Default"):

(a) Grantor fails to pay any portion of the Indebtedness when due or payable.

(b) Grantor fails to duly perform or observe any of the covenants or agreements contained in the Loan Agreement or in this Deed of Trust.

(c) A judgment, writ or warrant of attachment or execution, or similar process shall be entered and become a lien on, issued or levied against, the Mortgaged Property or any part thereof and shall not be released, vacated, or fully bonded within thirty (30) days after its entry, issue, or levy and Beneficiary's written notice and demand therefor.

(d) Grantor shall admit in writing its general inability to pay its debts as they become due, or shall make an assignment for the benefit of creditors; or the Grantor shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such a receiver, trustee or similar officer shall be appointed without the application or consent of the Grantor, and such appointment shall continue undischarged for a period of ninety (90) days; or the Grantor shall institute (by petition, application, answer or otherwise) any bankruptcy, insolvency, reorganization, readjustment of debt, dissolution, liquidation or similar proceedings under the laws of any jurisdiction; or any such proceeding shall be instituted against the Grantor; or the Grantor shall terminate or dissolve.

(e) (i) Any representation of the Grantor made herein or made by Grantor or employee of the Grantor in any submission or document delivered by or on behalf of Grantor in connection with the Indebtedness shall prove to be materially untrue, when made or (ii) a default or an "Event of Default," however defined, shall occur under any other document or instrument now or hereafter securing repayment of the Note or issued in connection therewith, or evidencing or securing a loan made by any other lender with regard to the Mortgaged Property.

(g) Grantor transfers or causes a transfer of the Mortgaged Property or any interest therein without the written consent of Beneficiary having been first obtained as provided in paragraph 13.

17. Cure of Defaults. There shall be no Event of Default unless Beneficiary shall have delivered written notice of the default to Grantor and its limited partners and said event of default is not cured within the time period stated or, if later, within fifteen (15) days after the receipt of such

written notice in the event of a monetary default or within thirty (30) days after such written notice in the event of a non-monetary default; provided however, in the event of a non-monetary default that cannot be reasonably cured within such thirty (30) day period, such default shall not be an Event of Default if Grantor commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion (not to exceed 90 days). An Event of Default that can be cured by Grantor may also be cured by the Grantors limited partners and Beneficiary shall accept such cures as though they were made by Grantor.

18. Power of Sale, Remedies. If an Event of Default shall occur hereunder, the Grantor hereby authorizes and empowers the Trustee and/or the Beneficiary as follows:

(a) The Beneficiary may by written notice to the Grantor declare all amounts payable under the Note and all other Indebtedness to be immediately due and payable and the same shall be immediately due and payable without further notice or demand of any kind.

(b) The Beneficiary is authorized and empowered, without further notice, to file a written Notice of Election and Demand for Sale with Trustee, as provided by law, it being then lawful for said Trustee to foreclose, and the Trustee shall foreclose this Deed of Trust. The Trustee shall apply the proceeds of the sale in the following order: (i) to all reasonable costs and expenses of the sale, including, without limitation, reasonable Trustee's and attorneys' fees and costs of evidence of title, (ii) to the Indebtedness, and (iii) the excess, if any, to the person or persons legally entitled thereto.

(c) If any of the Indebtedness hereby secured shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Beneficiary also shall have the right to the appointment of a receiver, whether before or after maturity of the Indebtedness hereby secured, as a matter of strict right and regardless of the value of the security for the amount of the Indebtedness or of the solvency of Grantor or any party obligated for the payment of the Indebtedness. Such receiver may be appointed on Beneficiary's ex parte application, by any court of competent jurisdiction, to manage, preserve, protect, and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, profits, and income thereof, to make all necessary repairs, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees, to apply the net proceeds in reduction of the Indebtedness or in such manner as the court or receiver shall direct. In the exercise of any of the foregoing rights and powers the Beneficiary shall not be liable to the Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of the Beneficiary.

(d) The Beneficiary may exercise with respect to all fixtures and personal property which are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Colorado. If notice to the Grantor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Grantor at least ten

written notice in the event of a monetary default or within thirty (30) days after such written notice in the event of a non-monetary default; provided however, in the event of a non-monetary default that cannot be reasonably cured within such thirty (30) day period, such default shall not be an Event of Default if Grantor commences cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion (not to exceed 90 days). An Event of Default that can be cured by Grantor may also be cured by the Grantors limited partners and Beneficiary shall accept such cures as though they were made by Grantor.

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(c) If any of the Indebtedness hereby secured shall become due and payable, the Trustee or the Beneficiary shall have the right and power to proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein contained or in aid of the execution of any power herein granted, or for any foreclosure hereunder or for the sale of the Mortgaged Property under the judgment or decree of any court or courts of competent jurisdiction, or under executory or other legal process, or for the enforcement of any other appropriate legal or equitable remedy. Beneficiary also shall have the right to the appointment of a receiver, whether before or after maturity of the Indebtedness hereby secured, as a matter of strict right and regardless of the value of the security for the amount of the Indebtedness or of the solvency of Grantor or any party obligated for the payment of the Indebtedness. Such receiver may be appointed on Beneficiary's ex parte application, by any court of competent jurisdiction, to manage, preserve, protect, and operate the Mortgaged Property and any business or businesses located thereon, to collect the rents, issues, profits, and income thereof, to make all necessary repairs, and to pay all taxes and assessments against the Mortgaged Property and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees, to apply the net proceeds in reduction of the Indebtedness or in such manner as the court or receiver shall direct. In the exercise of any of the foregoing rights and powers the Beneficiary shall not be liable to the Grantor for any loss or damage thereby sustained unless due solely to the willful misconduct or gross negligence of the Beneficiary.

(d) The Beneficiary may exercise with respect to all fixtures and personal property which are part of the Mortgaged Property, all the rights and remedies accorded upon default to a secured party under the Uniform Commercial Code, as in effect in the State of Colorado. If notice to the Grantor of intended disposition of such property is required by law in a particular instance, such notice shall be deemed commercially reasonable if given to the Grantor at least ten

(10) calendar days prior to the date of intended disposition. The Grantor shall pay on demand all reasonable costs and expense incurred by the Beneficiary in exercising such rights and remedies, including without limitation, reasonable attorneys' fees and legal expenses.

(e) To the fullest extent permitted by law, the Beneficiary may request, and the Grantor agrees that the Beneficiary shall as a matter of right be entitled to, the appointment of a receiver or receivers for all or any part of the Mortgaged Property, whether such receivership be incident to a proposed sale of the Mortgaged Property or otherwise, and the Grantor does hereby consent to the appointment of such receiver or receivers without notice to the Grantor and Grantor further agrees not to oppose any application therefor by the Beneficiary.

(f) The Grantor shall pay on demand all costs and expenses incurred by the Beneficiary in exercising such rights and remedies, and in the collection of the Indebtedness or foreclosure of this Deed of Trust, including without limitation, a reasonable attorneys' fees, costs and legal expenses. All such cost expenses, with interest thereon as hereinafter stated, shall become additional Indebtedness of the Grantor secured by this Deed of Trust with same effect and priority as if disbursed on or before the date this Deed of Trust is recorded. Unless the Grantor and the Beneficiary agree in writing to other terms of repayment, such amounts shall bear interest from the date of disbursement at the default rate of interest payable on the Note, unless collection from the Grantor of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate which may be collected from the Grantor under applicable law.

19. Forbearance not a Waiver; Rights and Remedies Cumulative. No delay by the Trustee or the Beneficiary in exercising any right or remedy provided herein or otherwise afforded by law or equity shall be deemed a waiver of or preclude the exercise of such right or remedy, and no waiver by the Trustee or the Beneficiary of any particular provision of this Deed of Trust shall be deemed effective unless in writing signed by the party making such waiver. All such rights and remedies provided for herein or which the Trustee or the Beneficiary may have otherwise, at law or in equity, shall be distinct, separate, and cumulative.

20. Successors and Assigns Bound; Number; Gender; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of the Beneficiary and the Grantor. References herein to the Grantor or the Beneficiary are deemed to include such successors and assigns. Wherever used, the singular number shall include the plural, and the plural the singular, and the use of any gender shall apply to all genders. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

21. Waiver of Marshalling. The Grantor, any party who consents to this Deed of Trust and any party who now or hereafter acquires a lien on the Mortgaged Property and who has actual or constructive notice of this Deed of Trust, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

22. **Environmental Matters.** Grantor covenants and represents that, to the best of its knowledge, there are no Hazardous Materials (as hereinafter defined) generated, released, incorporated, stored, buried or deposited over, beneath, in or upon the Property, nor will there be, for so long as any of the Indebtedness secured hereby remains outstanding. For purposes of this Deed of Trust, "Hazardous Materials" shall mean and include any flammable explosives, petroleum (including crude oil) or any fraction thereof, radioactive materials, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of toxic or hazardous substances, wastes, or materials under any federal or applicable state or local laws, ordinances or regulations dealing with or otherwise pertaining to toxic or hazardous substances, wastes or materials. Such laws, ordinances and regulations are hereinafter collectively referred to as the "Hazardous Materials Laws."

Grantor shall be solely responsible for, and shall indemnify and hold harmless Beneficiary, its directors, officers, employees, agents, successors and assigns from and against, any loss, damage, cost, expense or liability directly or indirectly arising out of or attributable to the use, generation, storage, release, threatened release, discharge, disposal or presence (whether prior to or during the term of the Loan or otherwise and regardless of by whom caused, whether by Grantor or any predecessor in title or any owner of land adjacent to the Mortgaged Property or any other third party, or any employee, agent, contractor or subcontractor of Grantor or any predecessor in title or any such adjacent land owner or any third person) of Hazardous Materials in, on, under or about the Mortgaged Property.

23. **Further Assurances.** At any time and from time to time until payment in full of the Indebtedness, Grantor will, at the request of the Beneficiary, promptly execute and deliver to the Beneficiary such additional instruments as may be reasonably required further to evidence the lien of this Deed of Trust and further to protect the security interest of the Beneficiary with respect to the Mortgaged Property.

24. **Notice.** Any notice from the Beneficiary or the Trustee to the Grantor, or from the Grantor to the Beneficiary, under this Deed of Trust shall be deemed to have been given by the party giving the notice and received by the Grantor or the Beneficiary, as the case may be, when mailed by certified mail, return receipt requested, or by overnight express mail or courier service, to the addresses of the Grantor or the Beneficiary, as the case may be, set out in the first paragraph of this Deed of Trust.

25. **Governing Law; Severability.** This Deed of Trust shall be governed by the substantive laws of the State of Colorado. In the event that any provision or clause of this Deed of Trust conflicts with applicable law or the application thereof under any particular circumstance to any particular person or entity conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust which can be given effect without the conflicting provisions or the applicability of such provisions to other persons or entities or to such persons or entities under other circumstances and to this end the provisions of the Deed of Trust are declared to be severable.

26. The provisions of Section 10 of Note are hereby incorporated in this Deed of Trust by reference as if fully stated herein.

IN WITNESS WHEREOF, the Grantor has caused this Deed of Trust to be duly executed as of the day and year first above written.

Aurora/Arapahoe Battered Woman's Shelter Inc.

By: [Signature]

Karl Chen Board Treasurer Gateway Domestic Violence Services

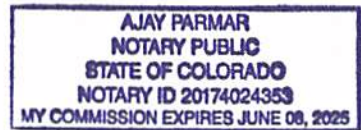
STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing DEED OF TRUST was acknowledged before me this 28th day of April, 2021 by, Karl C Chen

Witness my hand and official seal.

My commission expires: June 08 2025

[Signature]
Notary Public



LA COMMISSION EXHIBIT 101E OF 2002
MONTANA ID NUMBER 0000
STATE OF MONTANA
MONTANA PUBLIC
VIA ELECTRON

**EXHIBIT A
TO
DEED OF TRUST**

Legal Description:

Deed of Trust

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**EXHIBIT B
TO
DEED OF TRUST**

The following monetary liens and charges in order of priority:

Deed of Trust



NEIGHBORHOOD SERVICES DEPARTMENT

Community Development Division
15151 E Alameda Pkwy #4500
Aurora, Colorado 80012
303-739-7900

NOTICE OF FINAL COMPLETION:

NAME OF CONTRACTOR: _____
ADDRESS OF CONTRACTOR: _____

City State Zip Code

Rehabilitation Program: _____

Project Name: _____
Project Address: _____

City State Zip Code

Project #: _____ **P.O. #:** _____ **Date Issued:** _____

1. The City of Aurora, Community Development Division has reviewed the work performed under this contract and found it to be complete as of _____.
2. The one-year warranty period which started on _____ (the date of Substantial Completion) shall expire on _____ with the exception of the following items, on which the one-year warranty period stated and will expire as follows:

ITEM	WARRANTY STARTED	WARRANTY EXPIRES
------	---------------------	---------------------

N/A

APPROVALS:

By: _____ Date: _____
(Rehabilitation Specialist)

By: _____ Date: _____
(Rehabilitation Supervisor)

**CERTIFICATIONS OF STATUS
(LOCAL / SBE / MBE/WBE / SECTION 3)**

The following certifications are self-identified, but the City reserves the right to require additional information for further verification of status.

**QUALIFICATION AS A
LOCAL BUSINESS CONCERN**

BUSINESS NAME _____

BUSINESS ADDRESS _____

INDICATE TYPE OF BUSINESS (CHECK ONE)

- Sole Proprietorship
- Partner or Joint Venture
- Corporation

INDICATE RESIDENTIAL ZIP CODE OF PRINCIPLE OWNER(S)

Name and Zip Code	% of Ownership
_____	_____
_____	_____
_____	_____
_____	_____

<ADD LINES AS NEEDED>

**CERTIFICATIONS OF STATUS
(LOCAL / SBE / MBE/WBE / SECTION 3)**

SELF-CERTIFICATION

AS A

SMALL BUSINESS ENTERPRISE (SBE)

For more information on size requirements, please see:

<http://www.sba.gov/content/table-small-business-size-standards>

The North American Industry Classification System (NAICS) code for this award:

The small business size standard the Small Business Administration designates

for this award:

\$ _____ U.S. dollars Employees

Identify the business size status of your firm based on the above small business size standard: (CHECK ONE)

Small Business Enterprise

Large Business/Not an SBE

**CERTIFICATIONS OF STATUS
(LOCAL / SBE / MBE/WBE / SECTION 3)**

SELF-CERTIFICATION

AS A

MINORITY BUSINESS ENTERPRISE (MBE)

or

WOMEN'S BUSINESS ENTERPRISE (WBE)

A Minority Business Enterprise (MBE) is an independent business concern that is at least 51% owned and controlled by one or more minority persons who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the US or its territories; and whose management and daily operation is controlled by one or more of the minority owners. (Minority Eligibility: A person who is Black or African-American, American Indian or Alaska Native, Asian, and/or Hispanic.)*

A Women's Business Enterprise (WBE) is an independent business concern that is at least 51% owned and controlled by one or more women who are U.S. citizens or Legal Resident Aliens; whose business formation and principal place of business are in the US or its territories; and whose management and daily operation is controlled by one or more of the women owners.*

Please identify the status of your firm based on the definitions above:

(CHECK ONE)

Minority-owned business

[African American Native American Hispanic American Asian/Pacific American Hasidic Jew]

Woman-owned business

Not a MBE or WBE

**NOTE: If your firm qualifies under both categories, please check Woman-owned business only*

**CERTIFICATIONS OF STATUS
(LOCAL / SBE / MBE/WBE / SECTION 3)**

SELF-CERTIFICATION

AS A

SECTION 3 BUSINESS CONCERN

A Section 3 Business Concern is one:

- That is at least 51 percent or more owned by Section 3 residents,
- Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
- That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to a Section 3 business concern.

Section 3 Residents are:

- Residents of Public Housing in the Denver-Metro Area
- Low and very-low income persons who live in the metropolitan area where a HUD-assisted project for housing or community development is located, i.e. the Denver-Aurora Metropolitan Statistical Area (Denver-Metro region).
 - See attached income chart

**Please identify the status of your firm based on the definitions above:
(CHECK ALL APPLICABLE)**

- Section 3 Business Concern
 - Meets ownership criteria
 - Meets employment criteria
 - Meets subcontracting criteria
 - Not a Section 3 Concern
-

**CERTIFICATIONS OF STATUS
(LOCAL / SBE / MBE/WBE / SECTION 3)**

I certify that to the best of my knowledge, all statements made on this document are true and correct. I understand that it may be a federal crime to knowingly make any false statements concerning any of the above facts as applicable under the provisions of the United States Criminal Code.

Name (Print): _____

Title: _____

Signature: _____ Date: _____

2018 80% AMI Household Income Limits
(Effective June 1, 2018)

HOUSEHOLD SIZE (# of persons)	MAXIMUM INCOME
1	\$50,350
2	\$57,550
3	\$64,750
4	\$71,900
5	\$77,700
6	\$83,450
7	\$89,200
8	\$94,950

**CERTIFICATIONS OF STATUS
(LOCAL / SBE / MBE/WBE / SECTION 3)
SECTION 3 RESIDENT SELF-CERTIFICATION**

PROJECT NAME AND ADDRESS:

HIRING CONTRACTOR:

I qualify as a Section 3 Resident because:

I am a resident of public housing in the Denver-Metro Area

Or

I live within the Denver-Metro Area and my household income is at or below the 80% AMI limit for my household size as listed in the scale provided below.*

** Report income level at time of application, not after hire.*

2018 80% AMI Household Income Limits

(Effective June 1, 2018)

HOUSEHOLD SIZE (# of persons)	MAXIMUM INCOME
1	\$50,350
2	\$57,550
3	\$64,750
4	\$71,900
5	\$77,700
6	\$83,450
7	\$89,200
8	\$94,950

I am not a Section 3 Resident.

I certify that to the best of my knowledge, all statements made on this document are true and correct. I understand that it may be a federal crime to knowingly make any false statements concerning any of the above facts as applicable under the provisions of the United States Criminal Code.

Employee Name (Print): _____

Employee Residential Address: _____

City _____ Zip _____

Employee Signature: _____ Date: _____

"General Decision Number: CO20200016 08/28/2020

Superseded General Decision Number: CO20190016

State: Colorado

Construction Type: Building

County: Arapahoe County in Colorado.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to

the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/03/2020
1	01/10/2020
2	01/24/2020
3	08/28/2020

CARP0055-001 11/01/2019

	Rates	Fringes
CARPENTER (Acoustical Ceiling Installation and Drywall Hanging Only).....	\$ 29.95	10.99

* CARP1607-001 06/01/2020

	Rates	Fringes
MILLWRIGHT.....	\$ 35.50	14.68

ELEC0068-013 06/01/2019

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 36.50	16.18

ELEV0025-001 01/01/2020

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.53	35.245

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for

all hours worked. 8%/over 5 years based on regular hourly

rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence

Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday

after Thanksgiving Day; and Christmas Day.

 ENGI0009-017 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Crane)		
141 tons and over.....	\$ 31.07	10.70
50 tons and under.....	\$ 28.40	10.70
51 to 90 tons.....	\$ 28.57	10.70
91 to 140 tons.....	\$ 29.55	10.70

 IRON0024-009 11/01/2019

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 30.85	11.92

 IRON0024-011 11/01/2019

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 30.85	11.92

PAIN0079-006 08/01/2017

	Rates	Fringes
PAINTER (Brush, Roller and Spray; Excludes Drywall Finishing/Taping).....	\$ 20.50	8.41

PAIN0079-007 08/01/2017

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 21.20	8.41

PAIN0419-001 07/01/2016

	Rates	Fringes
SOFT FLOOR LAYER (Vinyl and Carpet).....	\$ 20.00	10.83

PAIN0930-002 07/01/2019

	Rates	Fringes
GLAZIER.....	\$ 31.92	10.49

PLUM0003-009 06/01/2018

	Rates	Fringes
PLUMBER (Excludes HVAC Duct, Pipe and Unit Installation).....	\$ 35.48	15.94

PLUM0208-008 06/01/2018

	Rates	Fringes
PIPEFITTER (Includes HVAC		

Pipe and Unit Installation;
 Excludes HVAC Duct
 Installation).....\$ 37.55 14.95

SFCO0669-002 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 36.73	20.47

SHEE0009-004 07/01/2019

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation; Excludes HVAC Pipe and Unit Installation).....	\$ 34.62	17.95

SUCO2013-002 07/31/2015

	Rates	Fringes
BRICKLAYER.....	\$ 21.96	0.00
CARPENTER (Metal Stud Installation Only).....	\$ 17.68	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging, and Metal Stud Installation.....	\$ 23.83	5.63
CEMENT MASON/CONCRETE FINISHER....	\$ 20.33	6.76
ELECTRICIAN (Low Voltage Wiring).....	\$ 31.60	7.38
INSULATOR - MECHANICAL		

(Duct, Pipe & Mechanical System Insulation).....	\$ 23.12	7.97
LABORER: Common or General.....	\$ 15.21	4.54
LABORER: Mason Tender - Brick....	\$ 15.99	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 16.00	0.00
LABORER: Pipelayer.....	\$ 16.96	3.68
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 20.78	5.78
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 19.10	3.89
OPERATOR: Grader/Blade.....	\$ 21.50	0.00
ROOFER.....	\$ 16.96	0.00
TRUCK DRIVER: Dump Truck.....	\$ 17.34	0.00
WATERPROOFER.....	\$ 16.94	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local),

a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator

(See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

RESOLUTION NO. R2021- ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL’S APPROVAL OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT BETWEEN
THE CITY OF AURORA, COLORADO, AND
AURORA/ARAPAHOE BATTERED WOMAN’S SHELTER, INC.
DBA GATEWAY VIOLENCE SERVICES

WHEREAS, the Community Development Division utilizes an Affordable Gap Financing application that aligns with the CHFA tax credit application deadline, to simplify and streamline the application process for the entities interested in building or rehabilitating a structure used for affordable housing as well as other capital needs; and

WHEREAS, Aurora/Arapahoe Battered Woman’s Shelter, Inc., dba Gateway Violence Services (“Gateway”) has applied for a Community Development Block Grant (“CDBG”) loan to renovate their facility; and

WHEREAS, the 2020 Affordable Housing Gap Financing Review Committee evaluated the application from Gateway and recommends a CDBG loan amount of \$300,000 for this project; and

WHEREAS, CDBG funds may be used to rehabilitate facilities, 24 CFR § 5305(a)(1)(B).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, THAT:

Section 1. The Aurora City Council resolves to approve the 2020 Affordable Housing Gap Financing Review Committee’s award of \$300,000 in a CDBG Loan for Aurora/Arapahoe Battered Woman’s Shelter, Inc., dba Gateway Violence Services for renovation of their facilities.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.


RESOLVED AND PASSED this ____ day of _____. 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:

 RLA

TIM JOYCE, Assistant City Attorney



CITY OF AURORA

Council Agenda Commentary

Item Title: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO, EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF THE CITY OF AURORA, COLORADO FUNDING WEECYCLE WITH COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 FUNDING FOR THEIR PROPOSED ACTIVITIES DURING THE YEAR 2021

Item Initiator: Rodney M. Milton, Manager of Community Development

Staff Source/Legal Source: Rodney M. Milton, Manger of Community Development; Time Joyce, Assistant City Attorney

Outside Speaker: N/A

Council Goal: 2012: 6.1--Ensure the delivery of high quality services to residents in an efficient and cost effective manner

COUNCIL MEETING DATES:

Study Session: N/A

Regular Meeting: N/A

ACTIONS(S) PROPOSED *(Check all appropriate actions)*

- Approve Item as proposed at Study Session
- Information Only
- Approve Item and Move Forward to Regular Meeting
- Approve Item as proposed at Regular Meeting
- Approve Item with Waiver of Reconsideration

Why is a waiver needed? [Click or tap here to enter text.](#)

PREVIOUS ACTIONS OR REVIEWS:

Policy Committee Name: N/A

Policy Committee Date: N/A

Action Taken/Follow-up: *(Check all that apply)*

- Recommends Approval
- Does Not Recommend Approval
- Forwarded Without Recommendation
- Recommendation Report Attached
- Minutes Attached
- Minutes Not Available

HISTORY *(Dates reviewed by City council, Policy Committees, Boards and Commissions, or Staff. Summarize pertinent comments. ATTACH MINUTES OF COUNCIL MEETINGS, POLICY COMMITTEES AND BOARDS AND COMMISSIONS.)*

In July of 2020 Aurora's Community Development Division received a CDBG COVID grant of \$1.7 million from the U.S Department of Housing and Urban Development. Community Development used a portion of that grant to fund a small business loan program to assist local businesses suffering reduced demand due to COVID and a rental assistance program for Aurora residents at risk of eviction due to job losses or reduced working hours due to COVID.

In late 2020 Community Development issued a Notice of Funding Availability to local businesses and non-profits to apply for CDBG COVID funds to assist Aurora residents struggling to make ends meet due to COVID. We received 55 separate applications for funding. In January 2021 a review committee consisting of city of Aurora employees and members of Community Development's Citizens Advisory Committee on Housing and Community Development met to review the applications and select projects to fund. Ten agencies were selected to carry out public service projects with CDBG COVID funds totaling \$1.25 million.

ITEM SUMMARY *(Brief description of item, discussion, key points, recommendations, etc.)*

Nine of the ten agencies selected to carry out the CDBG COVID-funded projects have returned signed sub-recipient agreements.

The activity to be undertaken is to provide \$128,800 in CDBG CV funds for diapers and formula to youth services, services for victims of domestic violence, dating violence, sexual assault, stalking abused and neglected children and food banks which can include delivering meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

It is staff's recommendation that the signed agreement currently in hand move forward to full Council approval so that the selected agencies can begin their projects in July.

QUESTIONS FOR COUNCIL

Does Council support the recommendation to award funding WeeCycle with Community Development Block Grant COVID-19 funding for the proposed activities during the year 2021 to study session?

LEGAL COMMENTS

CDBG funding may be used under the urgent need national objective to alleviate existing conditions which pose a serious and immediate threat to the health or welfare of the community pursuant to 24 C.F.R. § 570.208(c) and 24 C.F.R. § 570.483(d).

The City has all powers which are necessary, requisite, or proper for the government Colorado Constitution, Article XIV, Section 18, Subsection 2(c) permits the City to contract with private persons, associations, or corporations for the provision of any legally authorized function, service, or facility within or without its boundaries. and administration of its local and municipal matters. (City Charter, art. 1-3). Council has the power to prevent and enforce good government, general welfare, order, and security of the City and its inhabitants. (City Charter, art. 3-9). (TJoyce)

PUBLIC FINANCIAL IMPACT

YES NO

If yes, explain: N/A

PRIVATE FISCAL IMPACT

Not Applicable Significant Nominal

If Significant or Nominal, explain: N/A

**Community Development Block Grant
CDBG CV
CFDA 14.218 Award B-20-MW-08-0002
Subrecipient Agreement
RE: WeeCycle**

This agreement is entered into by WeeCycle (DUNS# 108369540), a 501(c)(3) nonprofit organization, whose principal address is 20 S Havana, Aurora, CO. 80012, herein referred to as the "Subrecipient" and the City of Aurora, a municipal corporation, whose principal address is 15151 East Alameda Parkway, Aurora, Colorado 80012, herein referred to as the "City."

WHEREAS, the City has entered into an agreement with the U.S. Department of Housing and Urban Development herein referred to as "HUD" for the purpose of conducting a Community Development Block Grant Program (hereinafter referred to as the "Program"), with Federal financial assistance under Title I of the Housing and Community Development Act of 1974, as revised, (hereinafter called "Act"); and

WHEREAS, the Subrecipient was granted, through the Program, funds to support their supply of diapers and formula to youth services, services for victim of Domestic violence, dating violence, sexual assault, stalking abused and neglected children and food banks which can include delivering meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, and subject to the terms and conditions and contingent upon receipt of HUD CDBG CV funding hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. Definitions.

"Covered entity" means a person that maintains, owns, or licenses personal identifying information in the course of the person's business, vocation, or occupation; but not a third-party service provider (an entity that has been contracted to maintain, store, or process personal identifying information on behalf of a covered entity).

"Personal identifying information" ("PII") means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver's license or identification card number; a government passport number; biometric data (unique biometric data generated from measurements or analysis of human body characteristics for the purpose of authenticating the individual when he or she access an online account); an employer, student, or military identification number; of a financial transaction device (any instrument or device whether known as a credit card, banking card, debit card, electronic fund transfer card, or guaranteed check card, or account number representing a financial account or

affecting the financial interest, standing or obligation of or to the account holder, that can be used to obtain cash, goods, property, or services or to make financial payments, but shall not include a "check, a "negotiable order of withdrawal", and a "share draft".)

"Program Funds" shall mean any funds disbursed to the Subrecipient by the City from the Community Development Block Grant (CDBG) CV Program under this agreement.

"Revolving Fund" shall mean a separate fund with a set of accounts that are independent of other program accounts established for the purpose of carrying out specific activities which, in turn, generate payments to the fund for use in carrying out the same activities.

"Program Income" means gross income received by the Subrecipient directly generated from the use of CDBG CV funds. When Program Income is generated by an activity that is only partially assisted with CDBG CV funds, the income shall be prorated to reflect the percentage of CDBG CV funds used. Program Income includes, but is not limited to the following:

- a. Any proceeds received from the disposition by sale or long-term lease of real property purchased or improved with CDBG CV Program Funds;
- b. Proceeds received from the disposition of equipment bought with CDBG CV Program Funds;
- c. Gross income from the use or rental of real property acquired by the Subrecipient with CDBG CV Program Funds less costs incidental to generation of the income;
- d. Gross income from the use or rental of real property, owned by the Subrecipient, that was constructed or improved with CDBG CV Program Funds, less costs incidental to generation of the income;
- e. Payments of principal and interest on loans made using CDBG CV Program Funds;
- f. Proceeds received from the sale of loans made with CDBG CV Program Funds;
- g. Proceeds received from the sale of obligations secured by loans made with CDBG CV Program Funds;
- h. Interest earned on CDBG CV Program Funds held in a revolving fund account;
- i. Interest earned on Program Income pending its disposition; and
- j. Funds collected through special assessments that are made against properties owned and occupied by households not of low and moderate income, where the assessments are used to recover all or part of the CDBG CV Program Fund portion of a public improvement.

"CDBG CV Funds" shall mean funding received by the City from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) CV Program.

"Contract Period" shall mean the effective date of this agreement and time given for performance.

"Project Activity" shall mean the activity therein described in Section 3 of this agreement, Statement of Work.

"Moderate, Low, and Very Low Income" shall mean at or below 80%, at or below 50%, and at or below 30%, of the Area Median Income (AMI) respectively as defined by the U.S. Department of Housing & Urban Development (HUD) for the current agreement period.

2. Purpose.

The purpose of this agreement is to provide funding for project activities approved by the City under the Community Development Block Grant CV Program, for fiscal year 2021.

3. Statement of Work.

The Subrecipient will engage in the following activities that are necessary to implement the project: diapers and formula to youth services, services for victim of Domestic violence, dating violence, sexual assault, stalking abused and neglected children and food banks which can include delivering meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. The eligibility of each recipient must be verified in order for the City to reimburse Subrecipient. Eligible requirements include income verification and proof of residency. The agency should also maintain documentation verifying the critical illness of the qualified participant. The eligibility of program participants must be verified by the Subrecipient prior to providing assistance.

4. Effective Date and Time of Performance.

This agreement takes effect upon execution of the agreement or upon the official Release of Program Funds from the Department of Housing and Urban Development (HUD). The activities to be performed by the Subrecipient will be completed on or before June 30, 2022.

5. Budget.

The total amount to be awarded to the Subrecipient under this agreement shall not exceed \$ 128,800.00.

The project budget is as follows:

Activity	Budget
Diapers	\$58,500

Wipes	\$13,000
Baby Formula/Baby Food Items	\$14,300
Salaries	\$28,000
Rent	\$9,000
Transportation/Vehicle Expenses	\$2,000
Marketing/Website Expenses	\$3,000
Utilities	\$650
Program Supplies	\$350
Total Budget	\$128,800

The Subrecipient may modify this budget only after having requested and received prior written approval of the adjustment from the City.

6. Disbursement of Funds.

Program Funds shall be made available to the Subrecipient subject to the terms and conditions of this agreement, and documentation evidencing the propriety of the proposed use of Program Funds with each draw-down request. Program Funds shall be disbursed to the Subrecipient in the following manner described:

After the submission of the following documents: a formal payment reimbursement request letter which details specific dates and amounts for reimbursement and accompanied by appropriate back-up documentation (invoices and bank statements indicating payments have been made), including verification that an eligible family was given assistance; and upon the City's review and approval, the City shall issue a check within its standard accounts payable procedures, 21 days from the receipt of invoice packet.

7. Records.

The Subrecipient shall keep accurate books and records of accounts in accordance with generally accepted accounting principles of all expenditures made and all costs and liabilities incurred utilizing Program Funds and Program Income. The aforementioned accounts and all project records shall be made available upon request by the City, U.S. Department of Housing and Urban Development (HUD), or any other federal agency for examination and audit. All books and records of accounts must be retained for five (5) years from the date of this agreement.

The Subrecipient shall keep accurate books and records as indicated below:

The project activity described herein is determined to benefit low and moderate

income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or primarily for use by low and moderate income persons.

8. Performance Reporting.

The Subrecipient will submit the following reports on project performance at the request of, and in the format prescribed by, the City:

a. Quarterly reports are due within thirty (30) days of the end of each quarter:

- 1. First Quarter from January 1, 2021 through March 31, 2021, due on or before April 30, 2021.**
- 2. Second Quarter from April 1, 2021 through June 30, 2021, due on or before July 30, 2021.**
- 3. Third Quarter from July 1, 2021 through September 30, 2021, due on or before October 30, 2021.**
- 4. Fourth Quarter from October 1, 2021 through December 31, 2021, due on or before January 30, 2022.**
- 5. Fifth Quarter from January 1, 2022 through March 31, 2022 due on or before April 30, 2022.**
- 6. Sixth Quarter from April 1, 2022 to June 30, 2022 due on or before July 31, 2022.**

b. Year End report covering January 1, 2021 through December 31, 2021 due within thirty (30) days of December 31, 2021, (due on or before January 30, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through December 31, 2021 shall be included in the Year End report.

c. Final report covering January 1, 2021 through June 30, 2022 due within thirty (30) days of June 30, 2022 (due on or before July 31, 2022). Although no program expenses may be reimbursed until this Agreement is executed, all activity and client records from the start of the activity through June 30, 2022 shall be included in the Final report.

The Subrecipient, which is a non-federal agency, that expends \$750,000 or more during the Subrecipient's fiscal year, shall have a single audit conducted for that year in accordance with the provisions 2 CFR 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", "Super Circular", Audit shall be completed within nine (9) months of the Subrecipients audit period and a copy of the most recent audit shall be forwarded to the City within thirty (30) days of completion.

The Subrecipient shall keep accurate books and records on the number of unduplicated beneficiary households or persons served or benefiting from this project activity including these characteristics: Five single - race categories; White, Black/African American, Asian, American Indian / Alaskan native, Native Hawaiian / Pacific Islander.

Multi-race categories: American Indian/Alaskan Native & White; Asian & White; Black/African American & White; American Indian/Alaskan Native & Black/African American; and Other Multi-racial, Ethnicity: Hispanic/Non-Hispanic; extremely low, very low, and low-to-moderate household income (homeless are presumed extremely low-income at 0 – 30% of the Area Median Income); elderly (62 years of age or older); disabled; and female head of household. This report shall be due on or before January 31st of each year of this agreement.

A copy of the most recent Annual Report prepared by the Subrecipient will be forwarded to the City as applicable.

9. Disposition of Program Income.

No Program Income will be generated as a result of this activity.

Any Program Income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the City as required by 24 CFR 570.503(b)(8).

The Subrecipient shall keep, and make available to the City, such records as may be necessary to account for expenditures of all Program Funds and Program Income.

10. Uniform Administrative Requirements.

The Subrecipient, as applicable to a governmental or nongovernmental agency, shall comply with the requirements and standards of 2 CFR Chapter I, and Chapter II, Parts 200, 215, 220, 225 and 230, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" aka "Super Circular"; and shall comply with applicable sections of 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".

The Subrecipient shall make accurate, current, and complete disclosure of the financial results of assisted activities from Program Funds and must safeguard and ensure that Program Funds are used solely for authorized purposes. Accounting records must be supported by canceled checks, paid bills, payrolls, time and attendance records, contractual documents, or other acceptable source documentation.

If the Subrecipient shall procure services with Program Funds for an authorized use as outlined in this agreement, the Subrecipient shall maintain records sufficient to detail the significant history of a procurement of which records shall include a minimum of: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The Subrecipient shall have protest procedures to handle and resolve disputes relating to their procurement and shall in all instances disclose information regarding the protest to the City. All procurement transactions shall be conducted in a manner providing full and open competition consistent with the standards of 2 CFR 200.319.

Per, HUD Regulation found at 570.502, 570.610, and 85.36, Small Purchasing Procedures allow recipients to acquire goods and services totaling no more than

\$100,000. However, the purchase of goods and services with federal funding provided by the City of Aurora will adhere to the City's Purchasing Policy which is more restrictive and limits these Micro purchases to under \$5,000.

11. Other Program Requirements.

The Subrecipient shall carry out the activities under this agreement in compliance with all Federal laws and regulations as described in 24 CFR 570 Subpart K.

No person shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded with Program Funds.

All laborers and mechanics employed by contractors or subcontractors for construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

No Program Funds provided under this agreement shall be expended for acquisition or construction or rehabilitation purposes in an area that has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards unless the locality in which the area is situated is participating in the National Flood Insurance Program and flood insurance is obtained in accordance with federal provisions.

The Subrecipient shall assure that it has taken all necessary reasonable steps to minimize the displacement of persons, families, individuals, businesses, nonprofit organizations, and farms as a result of activities assisted with Program Funds under this agreement.

To the greatest extent feasible, and in accordance with existing federal, state, and local laws, the Subrecipient, under Section 3 of the Housing and Urban Development Act of 1968, shall provide employment and other economic opportunities arising in connection with activities assisted with Program Funds for housing rehabilitation, housing construction, or other public construction, to low and very low-income persons.

The Subrecipient shall not use lead-based paint for residential structures constructed or rehabilitated with Program Funds.

The Subrecipient shall not directly or indirectly employ, award contracts to, or engage the services of, or fund any contractor during any period of debarment, suspension, or placement in ineligibility status.

The Subrecipient shall not provide financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available through activities assisted with Program Funds to certain newly legalized aliens as described in 24 CFR Part 49.

The Subrecipient, which owns a public facility property, shall operate the facility so as to be open for use by the general public, as appropriate, during all normal hours of operation.

The Subrecipient does not assume the City's environmental responsibilities and the Subrecipient does not assume the City's responsibility for initiating the environmental review process in accordance with federal provisions.

The Subrecipient shall carry out the activities under this agreement in compliance with all federal laws and regulations as described in 24 CFR Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the U.S. Department of Housing and Urban Development; Section 504 of the Rehabilitation Act of 1973; and the American with Disabilities Act of 1990.

12. Care of Personal Identifying information:

a. Reasonable security practices. If Subrecipient or third-party service providers will or may receive PII under this Agreement, Subrecipient shall provide for the security of such PII including, without limitation, non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Subrecipient shall be a "Third-Party Service Provider" as defined in § 24-73-103(1)(l), C.R.S. and shall maintain security procedures and practices consistent with §§ 24-73-101 *et seq.*, C.R.S.

b. Use of personal identification information. Personal identification information shall only be used for the purpose necessary to provide the services provided by the third-party service provider. Subrecipient and third-party service providers shall not disclose any personal identification information to anyone or any entity that does not need the information to provide services contemplated by this Agreement. Personal identification information shall not be sold or used for commercial purposes.

c. Disposal of personal identifying information. Third-party service providers are required to destroy or arrange to be destroyed all paper or electronic documents that are no longer necessary to provide services.

d. Disclosure of breach. When Subrecipient or a third-party service provider becomes aware that a security breach may have occurred the third-party must follow the procedures in Colorado Revised Statutes (C.R.S.) § 6-1-716 and conduct in good faith a prompt investigation to determine the likelihood that personal information has been or will be misused. If the investigation determines that personal information has been or will be misused in addition to the resident that must be notified the third-party service provider shall also notify the Community Development Division of the breach.

13. Avoidance of Conflict of Interest.

No person who is an employee, agent, consultant, officer, or elected official or

appointed official of the City or Subrecipient, who exercise or have exercised any functions or responsibilities with respect to activities funded by Program Funds, who are in a position to participate in a decision making process or to gain inside information with regard to such activities, may obtain a financial interest or benefit from an activity assisted with Program Funds, or have a financial interest in any contract, subcontract, or agreement with respect to an activity funded with Program Funds, or with respect to the proceeds of the assisted activity, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

The Subrecipient shall comply with all federal provisions and Colorado Revised Statutes, as applicable, regarding the avoidance of conflict of interest.

14. Assignability.

The Subrecipient shall not assign any interest in this agreement and shall not transfer any interest in the same without the prior written consent of the City.

15. Indemnification.

The Subrecipient and any and all of its personnel operating under the terms of this agreement are not to be considered agents or employees of the City for any purpose and are not entitled to any of the benefits that the City provides for the City's employees.

The Subrecipient, as legally permissible, covenants and agrees to, and does hereby, indemnify and hold harmless, to the extent permitted by law, defend the City, its agents, servants, or employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind of character, whether real or asserted, arising out of this agreement for the work to be performed hereunder. The Subrecipient hereby assumes all liability and responsibility for injuries, claims or suits for damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of the performance of this agreement.

16. Suspension or Termination.

In accordance with federal provisions, suspension and termination may occur if the Subrecipient materially fails to comply with any term of the award, and that the award may be terminated for convenience. The City may suspend or terminate payment for the project in whole, or in part, for cause. Cause shall include but not be limited to the following:

- a. Improper use of Program Funds.
- b. Failure to comply with either the terms or conditions of this agreement or the services to be provided as described in the Section 3, "Statement of Work", of this agreement.
- c. If, for any reason, the carrying out of the agreement is rendered impossible or unfeasible.
- d. Non-appropriation of or receipt of funds from the U.S. Department of Housing and Urban Development.
- e. Failure to comply with any applicable local, state, and federal laws and

regulations.

If the City withholds disbursement requests for Program Funds, it shall advise the Subrecipient and specify the actions that must be taken, in writing, in case of suspension, as a condition precedent to the resumption of payments and specify a reasonable date for compliance. Prior to terminating this Agreement for cause, the City shall advise the Subrecipient in writing of its intent, specifying the reasons for such termination and the corrective actions that must be taken by the Subrecipient in order to avoid such termination. The City will specify the period of time, not to exceed 30 calendar days in any case, within which such corrective action must be taken, during which period all payments of Program Funds to the Subrecipient shall be suspended. Any failure of the Subrecipient to take corrective action within the time provided will result in the immediate termination of this Agreement and repayment of all Program Funds spent in violation of its provisions.

The City may terminate this Agreement at any time the City determines that the purposes of the distribution of City CDBG monies under the Agreement would no longer be served by completion of the Project. The City shall affect such termination by giving written notice of termination to the Subrecipient and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in paragraph 7 above shall, at the option of the City, become the City's property. If the Agreement is terminated by the City as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made: provided, however, that if less than sixty percent (60%) of the services covered by this Agreement have been performed upon the effective date of such termination, the Subrecipient shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Subrecipient during the Agreement period which are directly attributable to the uncompleted portion of the services covered by this Agreement. If this Agreement is terminated due to the fault of the Subrecipient, Paragraph 7 hereof relative to termination shall apply.

Force Majeure – If either party is rendered unable, wholly or in part, by Force Majeure to carry out any or all of its obligations under this Agreement, then the obligations of such party, so far as it is affected by such Force Majeure, shall be suspended during the continuance of any inability so caused, but for no longer period, and such cause shall, so far as possible, be remedied within a reasonable time. "Force Majeure" means acts of God, strikes, lockouts or other major industrial disturbances, acts of public enemies, wars, terrorism, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, unusual and severe weather conditions, delays in work to be performed by others, interruptions by government or utility providers not exclusively due to the fault of the Parties, civil disturbances, explosions, litigation initiated by third parties seeking to overturn or enjoin any approval granted by the City, the Authority, or any other governmental or quasi-governmental agency relating to the Project Activity, or

other events beyond the reasonable control of the Parties.

17. Reversion of Assets.

At the expiration of this agreement, the Subrecipient shall transfer any Program Funds on hand at the time of expiration and any accounts receivable attributable to the use of Program Funds.

18. Lobbying.

The Subrecipient certifies that:

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

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, the Subrecipient shall complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all referenced shall certify and disclose accordingly.

19. Equal Employment Opportunity/Nondiscrimination.

The Subrecipient shall not discriminate against any employee, applicant for employment, contractor, or subcontractor because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient shall adhere to acceptable affirmative action guidelines in selecting employees and contractors and shall ensure that employees and contractors receive fair treatment during employment or agreement, without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Subrecipient shall not discriminate against anyone because of race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status in Subrecipient services, activities, accommodations, or facility use. The Subrecipient shall adhere to and assure that employment and activity

programming are conducted such that all individuals and groups, clients, participants, and/or employees will be treated equally without regard to their race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status. The Subrecipient understands and agrees that any act of discrimination based upon race, color, religion, sex, national origin, disability, pregnancy, age, bankruptcy or bad debts, genetic information, or veteran status may jeopardize grant funding to the Subrecipient and may be subject to loss of funding, reimbursement of funds allocated, or denial of future funds.

20. Undocumented Workers.

a. **Unlawful Employees, Contractors and Subcontractors.** Service Provider shall not knowingly employ or contract with individuals not legally authorized to perform work in the United States or workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement. Service Provider shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S. to perform services under this Agreement and (b) fails to certify to Service Provider that the subcontractor will not knowingly employ or contract with such person to perform services under this Agreement.

b. **Verification Regarding Undocumented or Insufficiently Documented Workers.** By executing this Agreement, Service Provider confirms the employment eligibility of all employees who are newly hired for employment to perform services under this Agreement through participation in either the Federal E-Verify program or the Colorado Department of Labor Department Program.

c. **Limitations.** Service Provider shall be prohibited from using either the Federal E-Verify Program or the Colorado Department of Labor Department Program procedures to undertake pre-employment screening of job applicants.

d. **Duties of the Service Provider.** If Service Provider obtains actual knowledge that a subcontractor performing services under this Agreement knowingly employs or contracts with workers lacking the documentation required by Section 8-17.5-102, C.R.S., Service Provider shall be required to:

(i) Notify the subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an insufficiently documented worker; and

(ii) Terminate the subcontract with the subcontractor if, within three days of receiving the notice the subcontractor does not stop employing or contracting with the insufficiently documented worker; except that Service Provider shall not terminate the contract with the subcontractor if the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with such individual.

e. **Duty to Comply with State Investigation.** Service Provider shall comply with any request made by the Colorado Department of Labor or the City in the course of an investigation that the Department or the City is undertaking.

f. **Damages.** Notwithstanding any other provisions within this Agreement, if Service Provider violates any of the above provisions regarding illegally insufficiently documented workers, the City may terminate the Agreement for cause and Service Provider may be liable for consequential damages.

21. Religious Organizations.

In accordance with First Amendment Church/State Principles, Program Funds may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities subject to the following restrictions and limitations:

a. Program Funds may not be used for the acquisition of property or the construction or rehabilitation of structures to be used for religious purposes or which will otherwise promote religious interests. Property owned by primarily religious entities may be acquired with Program Funds at not more than fair market value for a non-religious use. Program Funds may be used to rehabilitate buildings owned by primarily religious entities to be used for a wholly secular purpose in accordance with federal provisions.

b. Program Funds may be used for public services (labor, supplies, and materials which are directed toward project activity including but not limited to those concerned with employment, crime prevention, child care, health, drug abuse, education, fair housing counseling, energy conservation, welfare, or recreational needs) to be provided through a primarily religious entity, such that the City benefits from these public services, and in connection with the provision of such public services, the primarily religious entity:

1. Shall not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
2. Shall not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
3. Will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

If Program Funds awarded under this agreement are carried out on property owned primarily by a religious entity, Program Funds may be used for minor repairs to such property which are directly related to the carrying out of a public service project activity where the cost constitutes in dollar terms only an incidental portion of the Program Funds expenditure for the public service project activity.

22. Closeout Requirements.

The Subrecipient's obligations to the City under this Agreement shall not end until all closeout requirements are completed. Activities during this closeout period shall include, but are not limited to:

- a. Making final payments;
- b. Submitting final invoices, reports and documentation;
- c. Disposing of program assets;
- d. Remitting any accounts receivable to the City;
- e. Determining the custodianship of records; and
- f. Other requirements under Uniform Administrative Requirements.

23. Certification of Non-Debarment.

The Subrecipient certifies, by acceptance and execution of this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

It further agrees, by accepting and executing this Agreement, that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS Agreement THIS _____ DAY OF _____, 2021.

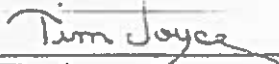
City OF AURORA, COLORADO

Roberto Venegas,
Deputy City Manager

Jessica Prosser
Neighborhood Services Director

Rodney Milton
Community Development Manager

APPROVED AS TO FORM:



Tim Joyce
Assistant City Attorney

Subrecipient

Morgan Seibel

~~Morgan Seibel~~, Executive Director


WeeCycle Seibel 

EXHIBIT A – Scope of Services / CDBG CV Program Activities

WeeCycle

1. PROJECT DESCRIPTION, OBJECTIVES, AND REQUIREMENTS.

A. **Project Description WeeCycle**, acting as Program Provider, hereinafter referred to as **Program Provider**, will use CDBG CV funds to assist in the development of a Mobile Baby Assistant Program. This agreement and scope covers diapers and formula for youth services, services for victim of Domestic violence, dating violence, sexual assault, stalking abused and neglected children and food banks which can include delivering meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities to be located at 20 S Havana, Aurora, CO. 80012.

B. **Form of Subsidy.** CDBG CV funds in an amount not to exceed One Hundred and Twenty-Eight Thousand Eight Hundred Dollars (\$128,800.00) will be provided for eligible costs as identified in the CDBG CV funding application dated December 18, 2020. The CDBG CV funds will be provided as a grant with terms described in the Program Provider Loan Agreement.

At the end of sixteen (16) months from the date of this Agreement, if all of the CDBG CV funds have not been expended, the remaining CDBG CV funds will remain with the City of Aurora.

C. **Project Activities.** Owner has site control for the development of the CDBG CV funded program. Owner shall commence activities on the property listed expeditiously in order to expend all CDBG CV funds in the time provided. Additionally, Owner agrees that these CDBG CV funds are reasonably expected to be expended by June 30, 2022. Work Plan activities include, but are not necessarily limited to, the items specified below:

Activity	Budget
Diapers	\$58,500
Wipes	\$13,000
Baby Formula/Baby Food Items	\$14,300
Salaries	\$28,000
Rent	\$9,000
Transportation/Vehicle Expenses	\$2,000
Marketing/Website Expenses	\$3,000
Utilities	\$650
Program Supplies	\$350
Total Budget	\$128,800

2. ADMINISTRATIVE REQUIREMENTS.

A. **Financial Management.** The Program Provider shall be responsible for the administration of the program in accordance with the applicable financial management requirements. Owner may subcontract all or part of the administration duties.

3. **INCOME ELIGIBILITY DETERMINATION.** The Program Provider must determine annual income of the project beneficiaries using "Annual Income" as defined under 24 CFR 92.203. The Program Provider must examine at least 2 months of source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family. When determining whether a family is income eligible, Owner must use one of the following two definitions of

Program Providers AGREEMENT / Exhibit A – Scope of Services

2021 Weecycle

EXHIBIT A – Scope of Services / CDBG CV Program Activities

“annual income”:

- A. Annual income as defined at 24 CFR 5.609; or
- B. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

Although Program Provider may use either of the definitions of “annual income” permitted above to calculate adjusted income, it must apply exclusions from income established at 24 CFR 5.611. The CDBG CV rents for very low-income families established under § 92.252(b)(2) are based on adjusted income. In addition, the Program Provider may base the amount of tenant-based rental assistance on the adjusted income of the family. The Program Provider may use only one definition for each rental housing project. The Program Provider must calculate the annual income of the family by projecting the prevailing rate of income of the family at the time the Program Provider determines that the family is income eligible. Annual income shall include income from all persons in the household. Income or asset enhancement derived from the CDBG CV-assisted program shall not be considered in calculating annual income. If providing food, diapers, wet wipes, or health counseling/services, recipients may be allowed to self-certify annual income to program provider.

- 4. **AFFORDABILITY REQUIREMENTS.** This project must meet the affordability requirements for the specified time period outlined below or CDBG CV funds shall be repaid in full to the City of Aurora, per 24 CFR 92.252(e).
 - A. **CDBG CV-Recipient Identification.** The CARES Act made \$5 billion available in Community Development Block Grant Coronavirus (CDBG-CV) funds. As a grantee of funds from the U.S. Department of Housing and Urban Development (HUD), the City of Aurora Community Development Division received a special allocation of \$3.4 million in CDBG-CV funds to prevent, prepare for, and respond to the coronavirus and meet our community’s immediate needs. Federal law requires that these grant funds primarily benefit low-income persons (80% of area median income or below).

Effective July 1, 2020 Median Income 2020								
Number of Persons in Household	1	2	3	4	5	6	7	8
Median Average	\$70,000	\$80,000	\$90,000	\$100,000	\$108,000	\$116,000	\$124,000	\$132,000
80%	\$56,000	\$64,000	\$72,000	\$80,000	\$86,400	\$92,800	\$99,200	\$105,600
60%	\$42,000	\$48,000	\$54,000	\$60,000	\$64,800	\$69,600	\$74,400	\$79,200
50%	\$35,000	\$40,000	\$45,000	\$50,000	\$54,000	\$58,000	\$62,000	\$66,000
30%	\$21,000	\$24,000	\$27,000	\$30,000	\$32,400	\$34,800	\$37,200	\$39,600

*** Metropolitan Statistical Area (MSA) – Aurora Value Limits
Includes Arapahoe and Adams County
Effective April 1, 2020

Area Median Income levels are published annually by HUD for the Denver-Aurora-Broomfield MSA and are adjusted for family size.

**The example above is based upon 2019 AMI figures adjusted for a household size of 1 person.*

***The example above is based upon 2019 AMI figures adjusted for a household size of 2 persons.*

EXHIBIT A – Scope of Services / CDBG CV Program Activities

5. **TIME OF PERFORMANCE.** The program can commence upon the full and proper execution of this Agreement and the completion of the appropriate environmental review and shall be completed **on or before June 30, 2022**. However, the project time of performance may be extended by unilateral amendment, subject to mutual agreement of the City and WeeCycle. To initiate the extension process, the Program Provider shall submit a written request to the City **at least 60 days prior to April 1, 2022** and shall include a full justification for the extension.
6. **PROJECT BUDGET.** The budget for this program is attached to this Agreement as Exhibit B. All Aurora CDBG CV Funds under this Agreement shall be applied strictly to City-approved program items as described in Exhibit B, or otherwise added to the project through a contact addendum mutually executed by the City of Aurora and the WeeCycle.
7. **PAYMENT SCHEDULE.** CDBG CV program funds shall be made available to the Program Provider subject to the terms and conditions of this Agreement, and documentation evidencing the propriety of the proposed use of CDBG CV program funds with each draw-down request. CDBG CV program funds shall be disbursed to the Project Provider in the following manner described:

After the submission of documentation that the funds have been expended properly for eligible CDBG CV costs, including copies of receipts for expenditures and any inspections by the City's Building Department and Community Development Division, and upon the City's review and approval, the City shall issue a reimbursement check within its standard accounts payable procedures within 21 days from the receipt of the complete and accurate reimbursement request packet. Additionally, all required reporting must be up to date at the time of any given reimbursement request or the packet will not be considered complete and payment will be delayed.
9. **REPORTING SCHEDULE.** Owner/Developer shall provide the following reports to the City of Aurora Community Development Division.
 - A. **Performance Reports.** Until Final Payment, one copy of the Quarterly Narrative Performance Report shall be submitted within 30 calendar days after the end of the applicable calendar month. No requests for payments shall be processed if the Program Provider has not submitted this quarterly report.

EXHIBIT A – Scope of Services / CDBG CV Program Activities

11. **ADMINISTRATOR-IN-CHARGE.** Any change in assignment of the administrator-in-charge is subject to the limitations on Section 2 within the main body of this Agreement. The administrator-in-charge of this Project is:

Name: Morgan Siebel
Title: Executive Director
Address: 20 S Havana
Aurora, CO. 80012

EXHIBIT B - CDBG CV Program Budget

Weecycle Sources & Uses Budget

Program Activities	Total Costs (from DevCosts Tab)	State Funds Requested	Other Funds	Source	Status (Pending or Committed)	Activity Subtotal's
Diapers	\$58,500			City of Aurora	Committed	\$58,500
Wipes	\$13,000			City of Aurora	Committed	\$13,000
Baby Formula/Baby Food Items	\$14,300			City of Aurora	Committed	\$14,300
Salaries	\$28,000			City of Aurora	Committed	\$28,000
Rent	\$9,000			City of Aurora	Committed	\$9,000
Transportation/Vehicle Expenses	\$2,000			City of Aurora	Committed	\$2,000
Marketing/Website Expenses	\$3,000			City of Aurora	Committed	\$3,000

Program Providers AGREEMENT / Exhibit A - Scope of Services
2021 Weecycle

EXHIBIT B – CDBG CV Program Budget

Utilities	\$650			City of Aurora	Committed	\$650
Program Supplies	\$350			City of Aurora	Committed	\$350
Total Project Costs	\$128,800			City of Aurora		
						\$128,800

RESOLUTION NO. R2021-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO,
EXPRESSING THE AURORA CITY COUNCIL'S SUPPORT OF
THE CITY OF AURORA, COLORADO FUNDING WEECYCLE WITH
COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 FUNDING
FOR THEIR PROPOSED ACTIVITIES DURING THE YEAR 2021

WHEREAS, the Community Development Division utilizes HUD CDBG CV funding to address the impact of COVID-19 on the City of Aurora and its residents. These funds will assist residents through non-profits organizations such as WeeCycle; and

WHEREAS, WeeCycle will provide diapers and formula to youth services, services to victims of domestic violence, dating violence, sexual assault, stalking, abused and neglected children, and a food bank; and

WHEREAS, WeeCycle's proposed activities qualify for CDBG CV funding and the CDBG CV funding Review Committee evaluated WeeCycle's application for funding and desires to award WeeCycle with One Hundred Twenty-Eight Thousand Eight Hundred (\$128,800.00) in CDBG CV funding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AURORA, COLORADO:

Section 1. The Aurora City Council resolves to approve the Affordable Gap Financing Review Committee's award of \$128,800 in a CDBG CV Grant for WeeCycle.

Section 2. All resolutions or parts of resolutions of the City in conflict herewith are hereby rescinded.

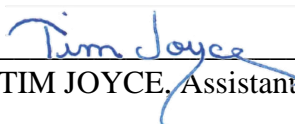
RESOLVED AND PASSED this _____ day of _____, 2021.

MIKE COFFMAN, Mayor

ATTEST:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO FORM:



TIM JOYCE, Assistant City Attorney