

GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2011, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation organized pursuant to the Constitution of the State of Colorado (the "City"), and the **URBAN LAND CONSERVANCY**, (the "Grantee") whose address is 305 Park Avenue West, Unit B, Denver, Colorado 80205.

11-26-10

WITNESSETH:

WHEREAS, the City desires to provide funds to the Grantee to be utilized for affordable housing development land costs and pre-development planning costs of projects within one-half mile of transit stations and high frequency bus corridors and other project-related costs; and

WHEREAS, the Grantee is ready, willing and able to provide such services;

NOW THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, the parties agree as follows:

1. **SERVICES TO BE PROVIDED:** The Grantee agrees to carry out the scope of services, within the budget, all as set forth in **Exhibit A**, and the financial administration requirements set forth in **Exhibit B**, each of which is attached hereto and incorporated herein by this reference. The services will be performed in a lawful, satisfactory and proper manner, and in accordance with written policies and procedures as may be prescribed by the U.S. Department of Housing and Urban Development ("HUD") or the City.

2. **TIME OF PERFORMANCE:** This Agreement shall begin on _____, and end on _____, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement.

3. **PAYMENT OF FUNDS:** The amount to be paid by the City to the Grantee shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000.00). The obligation of the City for payments under this Agreement is limited to monies appropriated by the U.S. Congress and the City Council and paid into the City Treasury. The obligation of the City shall be from month-to-month as monies are made available by the United States of America. Funds will be released to the Grantee in accordance with the billing procedure set forth in the Scope of Services.

4. **SECTION 3 EMPLOYMENT OPPORTUNITIES:** The Grantee agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations thereunder, as more fully described in Part II attached hereto.

5. **FEDERAL LABOR STANDARDS:** Grantee must assure that its contractors and subcontractors, if any, comply with applicable Federal Labor Standards, including payment of wages in accordance with the Davis-Bacon Act, 40 U.S.C. 276a to a-7 and Department of Labor regulations. If applicable, Grantee must obtain current Davis-Bacon wage rates from the City's Business and Housing Services ("BHS"), and include current wage rates in all bid specifications and construction contracts. The City shall have no responsibility for any failure by Grantee or its contractor to pay current wage rates.

6. **PROCUREMENT STANDARDS:**

A. In procuring services, supplies, rental equipment or other property to be used under this Agreement, the Grantee must follow the procurement methods set out in 24 C.F.R. 85.36. The "competitive proposals" method must be followed in obtaining architectural or engineering services. The "sealed bids" method must be followed in obtaining construction contractors. Grantee's contracts with architects, engineers, and construction contractors must contain the provisions required by 24 C.F.R. 85.36.

B. Grantee agrees to obtain a bid guarantee in the form of a bid bond or certified check equivalent to five percent (5%) of the bid price from all bidders on any construction contract whose total price is One Hundred Thousand Dollars (\$100,000) or more. Grantee also agrees to obtain performance and payment bonds in the amount of one hundred percent (100%) of the contract price from the successful bidder on any construction contract in excess of One Hundred Thousand Dollars (\$100,000).

7. **LEAD BASED PAINT:** Grantee agrees to comply with the Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 and HUD regulations at 24 C.F.R. 570.608.

8. **ENVIRONMENTAL AND HISTORIC CLEARANCE:** No loan proceeds may be obligated or spent until Grantee has received written environmental and historic clearance from City's Office of Economic Development ("OED"). Any special environmental and historic conditions imposed by the City must be incorporated into the design and construction of the project. The Grantee covenants that it shall not allow any hazardous substances to be above, in, on, or under the Property, and that it shall not generate, use, have, manage, or release or allow the generation, use, presence, management or release of any hazardous substance above, in, on, under or from the Property. Grantee shall be solely responsible for and shall indemnify and hold harmless the City, its officers, agents, and employees, 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 of hazardous substances on, under or about the Property.

9. **SIGNAGE:** If requested by OED, Grantee agrees to post a sign, in a form approved by OED, indicating that the project is receiving CDBG assistance.

10. **RECORDS AND REPORTS:** Grantee will provide OED with a quarterly narrative report on activities undertaken by the fifth (5th) working day of each month following the end of the preceding quarter. The Grantee must maintain racial, ethnic and gender data on persons who have benefited from the services provided under this Agreement.

11. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Grantee agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and further agrees to insert the foregoing provision in all subcontracts hereunder.

12. **DEFENSE & INDEMNIFICATION:**

A. Grantee hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claims"), unless such Claims have been specifically determined by the trier of fact to be sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Grantee or its subcontractors either passive or active, irrespective of fault, including City's concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Grantee's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Grantee's duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/ or claimant alleges that City's negligence or willful misconduct was the sole cause of claimant's damages.

C. Grantee will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on

behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City's exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Grantee under the terms of this indemnification obligation. The Grantee shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

13. **GRANTEE'S INSURANCE:**

A. GENERAL CONDITIONS: Grantee agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Grantee shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy shall contain a valid provision or endorsement stating "Should any of the above-described policies be canceled or non-renewed before the expiration date thereof, the issuing company shall send written notice to Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent ten (10) days prior." Additionally, Grantee shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Grantee. Grantee shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Grantee. The Grantee shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B. PROOF OF INSURANCE: Grantee shall provide a copy of this Agreement to its insurance agent or broker. Grantee may not commence services or work relating to the Agreement prior to placement of coverage. Grantee certifies that the certificate of insurance attached as **Exhibit C**, preferably an ACORD certificate, complies with all insurance

requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of Grantee's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **ADDITIONAL INSURED:** For Commercial General Liability and Auto Liability, Grantee and subGrantee's insurer(s) shall name the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **WAIVER OF SUBROGATION:** For all coverages, Grantee's insurer shall waive subrogation rights against the City.

E. **SUBCONTRACTORS AND SUBCONSULTANTS:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Grantee. Grantee shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. Grantee agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. **WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE:** Grantee shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims. Grantee expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Grantee's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Grantee executes this Agreement.

G. **COMMERCIAL GENERAL LIABILITY:** Grantee shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

H. BUSINESS AUTOMOBILE LIABILITY: Grantee shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. ADDITIONAL PROVISIONS:

(1) For Commercial General Liability and Excess Liability, the policies must provide the following:

- (a) That this Agreement is an Insured Contract under the policy;
- (b) Defense costs in excess of policy limits;
- (c) A severability of interests, separation of insureds or cross liability provision; and
- (d) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(2) For claims-made coverage:

- (a) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier.

(3) Grantee shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Grantee will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

14. **AUDIT REQUIREMENTS:** Non-profit organizations that expend \$500,000 or more in a year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133 and applicable federal regulations.

15. **CONDITIONS:**

A. This Agreement is subject to and incorporates herein the provisions attached hereto as Part II, General Conditions, as well as all other attachments.

B. This Agreement is also subject to the Housing and Community Development Act of 1974, as amended, and regulations issued by HUD, 24 C.F.R. 570 *et seq.*,

the CDBG Agreements entered into between the City and HUD and all applicable City ordinances.

C. This Agreement is further subject to the City's Charter and Revised Municipal Code, as the same may be amended from time to time.

16. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:

A. The Grantee represents and warrants that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

B. The Grantee will not enter into any lower tier transaction with a person who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a covered transaction unless authorized by the federal agency from which the transaction originated.

C. The Grantee shall include the certification contained in subparagraph A of this section in any and all subcontracts hereunder and shall require any subcontractors or sub-consultants to comply with any and all applicable federal laws, rules and regulations, policies and procedures or guidance concerning the federal debarment, suspension, and exclusion program.

D. The Grantee will immediately notify OED in writing if at any time it learns that it failed to disclose that it or any of its principals were excluded at the time the parties executed this contract if due to changed circumstances the Grantee or any of its principals have subsequently been excluded by a federal agency.

E. The representation made in subparagraph A of this section is a material representation of fact upon which reliance was placed when this transaction was entered into.

17. PROHIBITION AGAINST EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THIS AGREEMENT:

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and as amended hereafter (the "Certification Statute") and the Grantee is liable for any violations as provided in the Certification Statute.

B. The Grantee certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in either the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., or the employment verification program established by the Colorado Department of Labor and Employment under § 8-17.5-102(5)(c), C.R.S. (the "Department Program"), to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Grantee also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Grantee that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or the Department Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.

(5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the City within three days. The Grantee will also then terminate such sub-consultant or subcontractor if within three days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S.

18. EXAMINATION OF RECORDS: The Grantee agrees that the Comptroller General of the United States, HUD, the City or any of their duly authorized representatives shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the Borrower involving transactions related to this Agreement.

19. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:**

Grantee consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[THE BALANCE OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.]

Contract Control Number: 201102158

Vendor Name: URBAN LAND CONSERVANCY

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

DAVID W. BROADWELL, Attorney
for the City and County of Denver

By _____

By _____

By _____

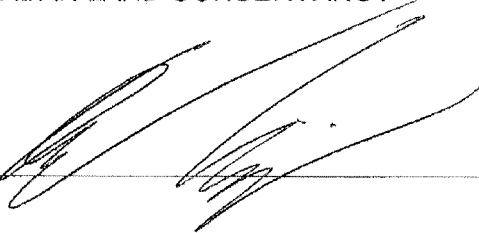


IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals at Denver, Colorado as of the day first above written.

Contract Control Number: 201102158

Vendor Name: URBAN LAND CONSERVANCY

By: _____



Name: _____

Aaron Miripol
(please print)

Title: _____

President / CEO
(please print)

ATTEST: [if required]

By: _____

Name: _____

(please print)

Title: _____

(please print)



**EXHIBIT A
SCOPE OF SERVICES**

**OFFICE OF ECONOMIC DEVELOPMENT
DIVISION OF BUSINESS AND HOUSING SERVICES (BHS)**

**URBAN LAND CONSERVANCY
HUD Community Challenge Planning Grant**

INTRODUCTION

The purpose of this contract agreement is to provide a HUD Community Challenge Planning Grant to the Urban Land Conservancy ("ULC") for \$750,000 through the Office of Economic Development's Business and Housing Services (BHS). These funds will be provided to the ULC to be utilized for affordable housing development land costs and pre-development planning costs of projects within one-half mile of transit stations and high frequency bus corridors and other project related costs. This agreement is also subject to "U.S. Department of Housing and Urban Development -- Office of Sustainable Housing and Communities Cooperative Agreement" (see Attachment A).

Funding Source:	Amount:	CFDA # <u>14.704</u>
<input type="checkbox"/> CDBG	\$ _____	
<input type="checkbox"/> HOME	\$ _____	
<input type="checkbox"/> HOPWA	\$ _____	
<input type="checkbox"/> TIGER II	\$ <u>\$750,000*</u>	

*United States Department of Housing & Urban Development -- Community Challenge Planning Grant Consolidated Appropriations Act, 2010 (Public Law 111-117)

HUD Matrix Code:	<u>Not Applicable</u>
HUD Eligible Activity:	<u>From Federal Register/Vol.75, No.121/Thursday June 24, 2010/Notices 36249; Planning establishing, and maintaining predevelopment costs, acquisition funds and/or land banks for development, redevelopment, and revitalization that reserve property for the development of affordable housing within the context of sustainable development.</u>
Accomplishment Code:	<u>Preservation or acquisition of parcels of land and units</u>
Proposed Number:	<u>N/A</u>
CDBG - Only HUD National Objective:	<u>N/A</u>
HOME - Only HUD Eligible Cost:	<u>N/A</u>
Organization:	<u>Urban Land Conservancy</u>
EIN #:	<u>24-0405066</u>
DUNS #	<u>831667071</u>
Address:	<u>305 Park Avenue West - Unit B - Denver, CO 80205</u>
Contact Person:	<u>Debra Bustos</u>
Phone:	<u>303.377.4477</u>
Email:	<u>dbustos@urbanlandc.org</u>
Organization Type:	<input checked="" type="checkbox"/> Non-profit <input type="checkbox"/> For-profit

Is the organization a Faith-based/Community Initiative? Yes No
Is the organization woman owned? Yes No

Contract Relationship:
 Subrecipient Vendor Beneficiary Community Based Development Organization CHDO

Council District(s): 3 Neighborhood(s): West Colfax
Westwood
Villa Park Census Tracts: (only required for Low Mod Area) N/A

Is the purpose of this activity to:

- Help prevent homelessness? Yes No
- Help the homeless Yes No
- Help those with HIV/AIDS Yes No
- Primarily help persons with disabilities Yes No
- Address public housing needs Yes No

Contract Period: April 1, 2011 -- December 31, 2013

- Will program income be generated by this activity? Yes No
 - Will activity be carried out by an entity/agency other than the City & County of Denver? Yes No
- If yes, please list entity: Urban Land Conservancy

II. ACTIVITY DESCRIPTION

1. Purpose

Purpose/Description of Activity: To increase and/or preserve the supply of affordable housing for low and moderate income populations

Funds will be used to: Support a variety of eligible activities related to the development affordable and mixed income housing projects in Denver's TOD areas. (See also "Memorandum of Understanding Among Denver's Department of Community and Planning Development, Denver's Office of Economic Development, Enterprise Community Partners, Inc., Enterprise Community Loan Fund, Inc., the Denver Housing Authority and the Housing Authority of the City and County of Denver", Attachment B).

Denver TOD Areas are: Within a half mile of current and future light rail stations and a quarter mile of high frequency, high volume bus corridors in Denver.

2. Program Requirements and Responsibilities

- A. Identify and analyze potential sites for affordable housing development.
- B. Acquire / hold properties in support of the TOD Fund.
- C. Ensure funds are used for Eligible Activities. (Please see list of "Eligible Activities", Attachment C). Any funds expended not included in the list of Eligible Activities must be submitted to BHS for review prior to expenditure. **PLEASE NOTE: Any expenditure not listed on the Eligible Activities list that is expended without prior approval of BHS may not be reimbursed.**
- D. Denver's West Corridor -- Priority will be given to projects located near stations and corridors serving Denver's West Corridor and Westside neighborhoods, including:
 - 1. West Colfax
 - 2. Westwood
 - 3. Villa Park
- E. Participate in the Housing Development Assistance Fund Oversight Committee ("Oversight Committee").
 - F. Submit any requests of \$50,000 or more to BHS for distribution to the Oversight Committee for review and recommendation.
 - G. Provide development analysis for strategic urban revitalization ensuring focus on holistic, sustainable development in light of the United States Department of Transportation Livability Principles.
 - 1. Provide more transportation choices to decrease household transportation costs, reduce our dependence on oil, improve air quality and promote public health.
 - 2. Expand location- and energy-efficient housing choices for people of all ages, incomes, races and ethnicities to increase mobility and lower the combined cost of housing and transportation.
 - 3. Improve economic competitiveness of neighborhoods by giving people reliable access to employment centers, educational opportunities, services and other basic needs.

4. Target federal funding toward existing communities – through transit-oriented and land recycling, to revitalize communities, reduce public works costs, and safeguard rural landscapes.
 5. Align federal policies and funding to remove barriers to collaboration, leverage funding and increase the effectiveness of programs to plan for future growth.
 6. Enhance the unique characteristics of all communities by investing in healthy, safe and walkable neighborhoods, whether rural, urban or suburban.
- H. Assist with data collection related to contract specific activities.
- I. Ensure complimentary activities as a partner in the Denver TOD Strategic Implementation Program. (Please see, "TOD Strategic Implementation Program proposal", *Attachment D*)

3. **Performance Objective & Outcome**

The intent of this activity is to provide affordable housing and expand transit opportunities for low and moderate income populations. See also OED Process Map *Attachment E*.

Objective (select one)

- Enhance Suitable Living Environment
- Create Decent Housing
- Promote Economic Activity

Outcomes (select one)

- Availability/Accessibility
- Affordability
- Sustainability

4. **Indicators**

The following indicators will be used to measure the success of the contract/activity.

Indicators – must be measurable (See also, "Budget Narrative", <i>Attachment F</i>)
Properties/sites benefited – i.e. acquired, preserved, etc.: 2
of housing units acquired/preserved: 42
Planning and design activities: 3
Predevelopment / Soft Costs / Holding Cost activities: 3

5. **Implementation Plan and Timeline**

The following table outlines the implementation plan and time lines for this contract. (See also, "HDAF Workplan", *Attachment C*)

Task	Projected Beginning & End Dates
Contract drafted and signed	February 21, 2011 – August 31, 2011
All funds obligated	August 31, 2011 – March 31, 2013
All funds drawn down	August 31, 2011 – January 31, 2014

III. **Budget**

Please refer to the Cost Allocation Plan and budget narrative for a detailed estimated description and allocation of funds. **This is a cost reimbursement grant – eligible activities will be reimbursed at an on going basis.**

If program income is generated, how will income be used? **Any income generated by this contract must be used to further activities eligible for assistance under this agreement or returned to the City and County of Denver (see page 23 of Collaborative Agreement.)**

Are non-personnel costs being funded?

Yes No **This is a cost reimbursement award.**

IV. Reporting

Data collection is required and must be completed demonstrating income eligibility and achievements met towards meeting the indicators contained in the Scope of Services. All disbursement of funds is contingent based on the ability to collect the required information.

Contractor will email the following report(s) to BHS and CPM (Contracts & Performance Management):

BHS will provide the format of the performance report to the Contractor. The information reported must include progress on the indicators included in this Scope of Services. The report includes current and cumulative (year-to-date) indicator information. Information on the overall progress of the program and/or project should be reported in the narrative section of the report. If the project is not being performed in a timely manner then an explanation should be included in the narrative section of the report.

ATTACHMENTS:

Attachment A: "U.S. Department of Housing and Urban Development – Office of Sustainable Housing and Communities Cooperative Agreement"(Clerk File No. 11-088, as amended and Clerk File No. 11-087, as amended)

Attachment B: "Memorandum of Understanding Among Denver's Department of Community and Planning Development, Denver's Office of Economic Development, Enterprise Community Partners, Inc., Enterprise Community Loan Fund, Inc., the Urban Land Conservancy and the Housing Authority of the City and County of Denver"

Attachment C: "List of Eligible Activities"

Attachment D: "OED HDAF Activity Review Request form"

Attachment E: "TOD Strategic Implementation Program proposal"

Attachment F: "Budget Narrative"

Attachment G: "HDAF Workplan"

**URBAN LAND CONSERVANCY - TIGER II
DOT & HUD Community Challenge Grant
BUDGET NARRATIVE**

Planning grant will reimburse costs expended for land costs, predevelopment due diligence & planning costs for projects within 1/2 mile of transit stations and 1/4 mile of high frequency bus corridors
All funds must be expended by: Sept 15, 2013

Activity	Project Name	Location	Cost	Timeline
A. Land Acquisition				
Acquire 18,000 sq ft property near light rail station to help expand footprint and increase development potential of existing affordable housing redevelopment project; at least 120 units projected	Jody Apartments	West 10th & Sheridan Station	\$ 50,000	2011
Acquire remnant RTD land once parking garage adjacent to existing property - approx 17,000 sq ft	Jody Apartments	West 10th & Sheridan Station	\$ 50,000	2012
B. Unit Acquisition				
Acquire 22 units near transit to preserve affordable housing	Nettie Moore Apartments	West corridor	\$ 75,000	2011
Acquire 20 units near transit to preserve affordable housing	To Be Determined	To Be Determined	\$ 50,000	2012
C. Planning and Design				
Engage services of architect for site planning and schematic design (Jody)	Jody Apartments	West 10th & Sheridan Station	\$ 50,000	2012
Complete site infrastructure at mixed use site on Colfax Avenue	Mile High Vista (Mixed Use)	West Colfax Avenue; between Know & Decatur/Federal light rail stations	\$ 300,000	2011
Engage services of architect for site massing/planning	To Be Determined	To Be Determined	\$ 35,000	2011
D. Predevelopment /Soft Costs/Holding Costs				
Predevelopment due diligence costs to acquire and during holding period, i.e., third party reports, loan interest costs, taxes/insurance. Projected units: 80 workforce apartment homes	Mile High Vista	West Colfax Avenue; between Know & Decatur/Federal light rail stations	\$ 50,000	2011
Predevelopment due diligence / holding costs related to acquisition of site	Nettie Moore Apartments	West Corridor	\$ 45,000	2011 / 2012
Predevelopment due diligence costs related to acquisition of site	To Be Determined	To Be Determined	\$ 45,000	2012 / 2013
Total Budget			\$ 750,000	

COOPERATIVE AGREEMENT PROVISIONS

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 - Profit/Fee
 - Program Income
 - Prohibited Use of Funds
 - Publications and News Releases
 - Reporting
 - Reproduction of Reports
 - Review of Deliverables
 - Scope of Services
 - Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.
 - Special Conditions
 - Sub-recipient Monitoring and Management
 - Whistleblower Protection

I. GENERAL

Overview of Award Implementation

This cooperative agreement/grant (also referred to as *Agreement*) is between the Grantee (*Recipient*) identified in Block 7 of the form HUD-1044, and the U.S. Department of Housing and Urban Development. The award agreement consists of the form HUD-1044, any special conditions, and these Cooperative Agreement Terms and Conditions.

In signing this *Agreement*, the Grantee agrees to comply with all the requirements and conditions contained herein.

The provisions of the Notice of Funding Availability (NOFA) are hereby incorporated into this *Agreement*.

The Grantee's rights under this *Agreement* may not be assigned without the prior written approval of HUD.

The Grantee shall complete and submit a revised management and work plan with Logic Model, Deliverables/Outcomes and Budget within 60 calendar days after the effective date of the grant. These revisions shall update the general/basic plan submitted with the proposal and include any changes to the proposed work plan, budget, performance measures and deliverables, negotiated between HUD and the grantee. These revisions should be developed according to the instructions provided by the HUD Government Technical Representative identified on the form HUD-1044. Should you not address these specific issues, your grant may be terminated on the basis of failure to conclude negotiations or to provide HUD with requested information, in accordance with the General Section of the NOFA for which you applied.

Purpose

The purpose of this *Agreement* is as stated in the "Purpose of the Program" section of the NOFA.

Definitions

"Cooperative Agreement" means an agreement in which the Federal Government provides funding authorized by public statute where the government plays a substantial role in assisting the funding recipient.

"Equipment" means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above.

"Grant/Cooperative Officer" (Grant Officer) means the HUD individual who is responsible for processing and executing grant award, change in key personnel, change of scope, budget transfers, change of period of performance, and other administrative changes that would require a modification to the agreement. This term also refers to designated HUD Officials authorized to execute and/or administer this grant.

"Government Technical Representative (GTR)" means the HUD individual who is responsible for the technical administration of the grant, the evaluation of performance under the grant, the acceptance of technical reports or projects, and other such specific responsibilities as may be stipulated in the grant.

"Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative (GTR) in the latter's performance of his/her duties. The GTM is also the responsible individual that will comply with the Office of Sustainable Housing and Communities devolution of authority under our Continuity of Operations Plan (COOP). Should the National Capital Region become non-operational due to emergency conditions, the approval of vouchers and the authority to pay vouchers will transfer to the GTM until such time as the designation is lifted. The Government Technical Representative (GTR) will continue to be the point of contact for day-to-day management issues and responsibilities described above. In a state of emergency, HUD reserves the right to designate a GTR for COOP purposes.

"Grantee" as used herein refers to the recipient of this cooperative agreement.

"NOFA" means the Notice of Funding Availability, which announced the availability of funding for this grant.

"OSHC" means the HUD Office of Sustainable Housing and Communities, or its successor Office, if any.

"Publication" includes: (a) any document containing information for public consumption; or (b) the act of, or any act which may result in, disclosing information to the public.

"Recipient" means any entity other than an individual that received grant funds in the form of a grant, cooperative agreement or loan directly from the Federal government.

"Subaward" means:

1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that:
 - a. The recipient awards to an eligible sub-recipient; or
 - b. The sub-recipient at one tier awards to a sub-recipient at the next lower tier.
2. The term does not include the recipient's procurement of property and services needed to carry out the project or program (see, generally, §__210 of

the attachment to OMB Circular A-133 (2 CFR Part 180), "Audits of States, Local Governments, and Non-Profit Organizations").

3. A subaward may be provided through any legal agreement, including an agreement that the recipient or a sub-recipient considers a contract.

"Sub-recipient" means a non-Federal entity that expends Federal awards received from a pass-through entity to carry out a Federal program, but does not include an individual that is a beneficiary to such a program. The sub-recipient may also be a recipient of other Federal awards directly from the Federal awarding agency. Guidance on distinguishing between a sub-recipient and a vendor is provided in § .210 of OMB Circular A-133 (2 CFR Part 180).

"Total Instrument Amount" is the amount under line item 14 of the HUD Form-1044 (Total Instrument Amount).

"Work Plan" refers to the Grantee's plan for addressing a specific service delivery need, and consists of designated work activities including tasks and subtasks as required by the program office; a timeline for completing the work; performance measures; outputs and outcomes identified to achieve the performance measures/goals; budget; and resources designated to complete the work.

II. PROGRAM REQUIREMENTS

Allowable Costs

This is a cost reimbursement award; the Grantee shall be reimbursed for certain costs, as described below, incurred in the performance of work in an amount not to exceed the obligated amount shown in block 15 on the Assistance Award Form (form HUD-1044). In the event the Grantee incurs costs in excess of the prescribed amount, the excess shall be borne entirely by the Grantee.

HUD shall reimburse the Grantee for costs incurred in the performance of this award which are determined by the GTR and the Grant Officer to be allowable, allocable, and reasonable in accordance with applicable Federal cost principles as follows:

Cost Principles for State, Local, and Indian Tribal Governments	OMB Circular A-87	Relocated to 2 CFR, Part 225; http://www.whitehouse.gov/omb/circulars/a087/a87_2004.html
Cost Principles for Non-profit Organizations	OMB Circular A-122	Relocated to 2 CFR, Part 230; http://www.whitehouse.gov/omb/fedreg/2005/083105_a122.pdf
Cost Principles for Educational Institutions	OMB Circular A-21	Relocated to 2 CFR, Part 220; http://www.whitehouse.gov/omb/fedreg/2005/083105_a21.pdf
Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations	OMB Circular A-110	Relocated to 2 CFR Part 215; http://www.whitehouse.gov/omb/fedreg/2005/083105_a110.pdf
Audits of States, Local Governments, and Non-Profit Organizations	OMB Circular A-133	Relocated to 2 CFR Part 180; http://www.whitehouse.gov/omb/fedreg/2005/083105_a133.pdf
Cost Principles for Commercial/For-profits	Federal Acquisition Regulations at 48 CFR Part 31.2	http://www.access.gpo.gov/cgi-bin/cfrassemble.cgi?title=200948

Direct Costs are the allocable portion of allowable costs incurred directly for the purposes of the grant. Detailed explanations of direct costs are provided in applicable OMB Circulars (A-21 (2 CFR Part 220), Cost Principles for Educational Institutions, A-87 (2 CFR Part 225), Cost Principles for State, Local, and Indian Tribal Governments, or A-122 (2 CFR Part 230), Cost Principles for Nonprofit Organizations, as applicable) that can be accessed at the White House website, www.whitehouse.gov/omb/circulars_default

Administrative Requirements

For non-profits, awards will be governed by:

- 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations
<http://ecfr.poaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.1.38&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

For State and local governments, awards will be governed by:

- 24 CFR Part 85, Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments
<http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=a0f201e9fd6fec5af8e07d6e0eedf957&rgn=div5&view=text&node=24:1.1.1.39&idno=24>
- OMB Circular A-133 (2 CFR Part 180), Audits of States, Local Governments, and Non-Profit Organizations; and
- These grant provisions.

Advance Payment By Treasury Check Or Electronic Funds Transfer

Advance payments by Treasury check or electronic funds transfer are hereby authorized under this grant. A Grantee that is subject to existing State program accreditation requirements may request an advance payment in writing, if applicable. HUD may provide to the Grantee a one-time cash advance that shall not exceed 10 percent of the grant amount, and shall be limited to the minimum amount needed for the actual, immediate cash requirements of the Grantee in carrying out the start up activities of this agreement and as agreed to by the Grant Officer. Neither these HUD funds nor non-HUD funds may be used for conducting interventions, remediation, rehabilitation, renovation or other activities that would physically alter any structure or property in any way. Refer to 24 CFR 58.34(a) for a list of exempt activities.

Amendments

This grant may be modified at any time by written amendment. Amendments, which reflect the rights and obligations of either party, shall be executed by both HUD (the Grant Officer) and the Grantee. Administrative amendments, such as changes in appropriation data, may be issued unilaterally by the Grant Officer.

Amount of Cost Share (Estimated Cost And Payment – Leveraging) (See Block 14 of form HUD-1044)

The estimated cost for the performance of this grant is the “**Total Instrument Amount**”.

The Grantee shall be reimbursed by HUD for costs incurred in the performance of this grant. HUD shall not be obligated to reimburse the Grantee in excess of the “**Total HUD Amount**”. HUD reserves the right to withhold five-percent (5%) of the Federal grant amount pending the receipt and approval of a final progress report. See clause entitled “Final Report” for more information. The proposed contribution to supplement HUD funds is the “Recipient Amount.” The Grantee agrees to bear without reimbursement by HUD the “**Recipient Amount**” of the total costs. The Grantee is not obligated to contribute more than the “**Recipient Amount**”. However, the Grantee shall be solely responsible for any costs in excess of the estimated cost of the “**Total Instrument Amount**”.

The Grantee must satisfy all leveraging requirements in the NOFA. If the Grantee's actual leveraging contribution is less than "**Recipient Amount**" under Block 14 of the HUD 1044, the Government reserves the right to negotiate new line items and/or amounts to satisfy the Grantee's leveraged funds requirement, or to reduce the Government's share proportionally. The Grantee shall notify the Government at any time it believes it will not meet its leveraged funds requirement by the completion of the grant. If the Grantee exceeds the leveraged amount, there will be no impact on the Federal share. HUD reserves the right to withhold payments if leveraged funds are not spent.

Any funds requested by the Grantee shall be requested in accordance with the clause entitled, "Estimated Cost and Payment - Line Of Credit Control System (LOCCS)."

HUD reserves the right to withhold payment if leveraged resources are not spent.

Budget

The Grantee shall incur costs in conformance with the original or negotiated budget, presented with the proposal for this grant. The Grantee shall not commingle any funds computed under this grant with any other existing or future operating accounts held by the Grantee.

If the Grantee has been contacted to submit documents to support the application that were not received prior to the execution of this grant, the Grantee will not be allowed to draw down funds in excess of 10% of the federal amount, until such time that the requirements have been met. HUD reserves the right to terminate an award if the required documents are not provided within 1 month from the date the written request was made.

Standard Form 425, Federal Financial Report, detailing leveraged funds or in-kind contributions shall be submitted on a quarterly basis. As part of the closeout process a final narrative and a final Standard Form 425 detailing the progress made in achieving the purpose of the grant and adequate documentation of the total federal funds expended in support of the activities to achieve this purpose are due to the GTR 30 days prior to the end of the period of performance (See clause entitled "Closeout").

The Federal Financial Report (Standard Form 425) shall be submitted on a quarterly basis and is due 10 days after the end of each quarter.

Central Contractor Registration (CCR)

Recipients and their first-tier sub-recipients must maintain current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which they have active federal awards.

Certifications and Assurances

The certifications and assurances submitted in the Grantee's application are hereby incorporated into this agreement. They include:

- Standard Form 424 or HUD 424, Application for Federal Assistance
- Certification and Disclosure Form Regarding Lobbying (SF-LLL)
- Applicant/Recipient Disclosure Update Report (HUD-2880)
- Certification Regarding Parties Excluded From Procurements
- Certification Prohibiting Excessive Force Against Non-Violent Civil Rights Demonstrators
- Certification/Disclosure Regarding federal Debt
- Certification Regarding a Drug-Free Workplace
- Codes of Conduct and Conflict of Interest

A grantee must notify the GTR of any changes in the status or information on the above items.

Changes

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or sub-grantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated, including but not limited to the following:

- a) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- b) Budget revisions that are 10% or more of the cumulative transfers among direct cost categories, or, if applicable, among separately budgeted programs, projects, functions, or activities which exceed or are expected to exceed 10% of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- c) Changes in key persons in cases where specified in an application or a grant award. In research projects, a change in the project director or principal investigator shall always require approval unless waived by the awarding agency.
- d) Under non-construction projects, contracting out, subgranting (if authorized by law) or otherwise obtaining the services of a third party to perform activities, which are central to the purposes of the award.

Closeout

The Grantee shall provide the Grant Officer with closeout documentation 30 days prior to the end of the performance period, consisting of the following five elements:

- Narrative Final Report summarizing activities conducted under the award, including significant outcomes resulting from the activities and problems encountered during the performance period;
- Federal Financial Report (SF-425) of the total Federal Funds expended;

-
- Completed Property Statement;
 - Completed Inventions, Patents, and Copyright Statement; and
 - Completed Closeout Certification.
 - Final Logic Model Report.

HUD will notify the Grantee in writing when the grant is closed. The Grantee has three areas of continuing responsibility after closeout of the grant:

- Records and materials must be kept in a safe place and be accessible to auditors and other government officials for three years after the grantee and all subgrantees/subcontractors make final payments and all other pending matters are closed. (If the grant is covered by 24 CFR Part 84, see related record retention requirements in 24 CFR 84.85(c)(2).) This requirement also extends to all subcontracts the Grantee has executed.
- Accountability for property continues as long as the Grantee holds the property, or for the period of time established by the agreement. Disposal of property must be in accordance with the rules established in the Property Management Standards referred to in the award. Program income, including royalties, must be used to support eligible activities.
- Notification to the Grant Officer if, at any time during the three-year period after project completion, the Grantee organization is discontinued or changes location. The Grant Officer should be notified immediately of the new address or the address of the party retaining all records.

Collection Of Data

Collection of data from ten or more respondents and sponsored by HUD shall be subject to the Paperwork Reduction Act (44 U.S.C. 3501– 3520). If a survey instrument for a collection of data sponsored by HUD is proposed, it will be subject to review and approval by the Office of Management and Budget (OMB). Such review and approval must be obtained prior to the use of the survey instrument. Also, a time element is involved here, which may considerably lengthen the time required for completion of the project proposed. Careful consideration should be given to any proposal, which requires the use of a survey or other information collection sponsored by HUD. The collection of data is deemed to be sponsored by HUD only under the following conditions (5 CFR 1320.3):

- a) The Grantee is conducting the collection of information at the specific request of HUD; or
- b) The terms and conditions of the grant require specific approval by HUD of the collection of information or collection procedures. Note that if the Grantee decides on its own to collect information and it does not need HUD approval to do so, then HUD is not the “sponsor” of the information collection.

Compliance with the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) (Transparency Act)

Applicants receiving an award from HUD should be aware of the requirements of the Transparency Act. The Transparency Act requires the establishment of a central website that makes information available to the public regarding entities receiving federal financial assistance, by not later than January 1, 2008. In fulfillment of the requirements of the Act, OMB launched <http://www.USAspending.gov> in December 2007. The website makes information available to the public on the direct awards made by the federal government. The Transparency Act also requires, beginning not later than January 2009, that data on subawards be made available on the same website.

In anticipation of the implementation of this requirement, HUD is placing awardees of its FY2010 competitive funding on notice of these requirements and that, once implemented, grantees will be required to report their subaward data to HUD or a central federal database. The only exceptions to this requirement under the Transparency Act are:

- 1) Federal transactions below \$25,000;
- 2) Credit card transactions prior to October 1, 2008;
- 3) Awards to entities that demonstrate to the Director of OMB that the gross income of such entity from all sources did not exceed \$300,000 in the previous tax year of such entity; and
- 4) Awards to individuals. Guidance for receiving an exception under item (3) above has not been finalized by OMB.

HUD is responsible for placing award information for direct grantees on the government website. The reporting of subaward data is the responsibility of the grantee. Grantees should be aware that the law requires the information provided on the federal website to include the following elements related to all subaward transactions, except as noted above:

- 1) The name of the entity receiving the award;
- 2) The amount of the award;
- 3) Information on the award, including the transaction type, funding agency, the North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number (where applicable), program source, and an award title descriptive of the purpose of each funding action;
- 4) The location of the entity receiving the award and primary location of performance under the award, including the city, state, congressional district, and country;
- 5) A unique identifier of the entity receiving the award and of the parent entity of the recipient (the DUNS number), should the entity be owned by another entity; and
- 6) Any other relevant information specified by OMB.

HUD expects OMB to issue further guidance on subaward reporting. Based on preliminary input from the various federal agencies, applicants should be aware that consideration is being given to requiring the disclosure of additional data elements to help track

the flow of funding from the original federal award. Such data elements under consideration include the tier at which the subaward was made, the federal award number issued to the direct awardee, the dollar amount of the federal award emanating from the direct award going to the subawardee, as well as the total subaward amount, which could include funds from other sources, and registration in the CCR. Additional information regarding these requirements when determined will be provided when available. Subawardees and direct awardees should always use an Employer Identification Number (EIN) when registering with CCR, not a Social Security Number, to ensure personal information and data is protected. To obtain an EIN, go to <http://search.irs.gov/web/query.html?col=allirs&charset=utf-8&qp=&qS=-Wct%3A%22Internal+Revenue+Manual%22&qC=&qm=0&rf=0&oq=&qt=form+SS4>.

To obtain form SS-4, Application for Employer Identification Number, and if you need assistance in completing the SS-4, you can contact the IRS helpline at 800-829-4933. The helpline is open from 7 a.m. to 10 p.m. your local time (Alaska and Hawaii follow Pacific Time), Monday to Friday, except federal holidays.

Conduct of Work

During the effective period of this grant, the GTR and/or the GTM identified in Block 9 of the HUD-1044 shall be responsible for monitoring the technical effort of the Grantee, unless the Grantee is notified in writing by the Grant Officer of a replacement.

Only the Grant Officer has the authority to authorize deviations from this grant, including deviations from the Work Plan. In the event the Grantee does deviate without written approval of the Grant Officer, such deviation shall be at the risk of, and any costs related thereto shall be borne by, the Grantee.

Confidentiality

The service provider (e.g., the Grantee and any subgrantees, subcontractors or vendors) must maintain confidential files on individual program beneficiaries served. Recipient staff must keep paper files in a locked filing cabinet and protect all electronic files related to individual beneficiaries with a personal password.

The service providers shall maintain primary access to individual beneficiary files. Other project management staff may have access to these files only if they contain a "release of information" consent form signed by the individual beneficiary. A release of information form must clearly indicate which parties may have access to an individual beneficiary's file. Such parties might include the management staff and HUD staff. Recipient staff must only share individual beneficiary files with those parties listed on the signed form. If an individual beneficiary has not signed the consent form the parties listed may not read that individual beneficiary's file.

These categories serve as guidelines to recipient staff and management staff. The recipient must determine if the individual beneficiary's confidential information will significantly affect the safety and security of that individual or the recipient organization itself.

Consortia Agreement

This provision pertains to agreements awarded to a consortium or consortia. The designated Lead Agency is the official funding recipient. As such, the Lead Agency performs functions including the following:

- Maintaining the LOCCS account,
- Drawing down and dispersing grant funds,
- Paying related administrative expenses,
- Monitoring the work of the consortia members, and
- Submitting all required reports to the OSHC staff.

All recipients and sub-recipients in an OSHC grant program Consortium must enter into a memorandum of understanding that binds them to this award. By doing so, all entities are legally bound to comply with all the terms and conditions of the award. Should one or more parties not comply with the terms of this agreement at any time, and not be replaced by the Lead Agency, the portion of that entity's allotted award will be dropped from the award agreement. Non-lead agencies, in complying with this award agreement, are responsible for monitoring the time and work of the service providers at their site and for assuring that the Lead Agency has the proper information it needs to submit required reports to HUD and to maintain the award's LOCCS account.

Contact Information Updates

The Grantee shall inform the Grant Officer and GTR of any changes in contact information, including the organization's name, address, telephone, e-mail, and key personnel.

Copyrights

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this grant; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

Default and Disputes

The Grantee is in default if one or more of the following occurs:

1. Any use of award agreement funds for a purpose other than as authorized by this Agreement;

2. Any material noncompliance with Federal, State, or local laws or regulations as determined by HUD;
3. Any other material breach of this award agreement, or
4. Any misrepresentation in the application submissions which, if known to HUD, would have resulted in this award not being provided.
5. Failure to meet any reporting requirement.

If HUD determines preliminarily that the recipient is in default as described in items 1-5, above, HUD will give the recipient notice of this determination and the corrective or remedial action proposed by HUD. The recipient shall have an opportunity to demonstrate, within the time prescribed by HUD (not to exceed 30 days from the date of the notice), and on the basis of facts and data, that it is not in default, or that the proposed corrective or remedial action is inappropriate, before HUD implements the corrective or remedial action.

Where HUD determines that corrective or remedial actions by the recipient have not been undertaken as instructed, or will not be effective to correct the default and to prevent further default, HUD may take the following additional corrective and remedial actions under this award agreement:

1. Reduce the award in the amount affected by the default.
2. Take action against the recipient under 24 CFR Part 24 and Executive Order 12549 with respect to future HUD or Federal grant awards.
3. Demand repayment of all award amounts.
4. Initiate litigation or other legal proceedings designed to require compliance with the statute, regulations, any terms or conditions of this award agreement, or other pertinent authorities.
5. Temporarily withhold cash payments pending correction of the deficiency by the grantee or subgrantee.
6. Withhold further payments.
7. Take any other remedial action legally available.

During performance of the grant, disagreements may arise between the Grantee and the Grant Officer on various issues. If a dispute concerning a question of fact arises, the Grant Officer shall prepare a final decision, taking into account all facts and documentation presented. The decision shall be mailed to the Grantee. The Grantee may appeal the decision in writing within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative, the Director, Office of Sustainable Housing and Communities.

Failure to comply with the requirements established in the award and these provisions, including failure to submit reports on time and in accordance with the requirements contained in these provisions, may result in HUD taking action to limit access to program funds. Actions by HUD may include, but are not limited to: requiring that reports and financial statements be submitted to the Grant Officer/GTR for approval before drawing down any funds; removing the Grantee from the eLOCCS; suspending the ability to incur costs or draw funds; and/or suspending or terminating the Grant for non-performance.

HUD may, on reasonable notice to the Grantee, temporarily suspend the award and withhold further payments pending corrective action by the Grantee. The award may be terminated in whole or in part before the end of the performance period for cause when the Grantee has failed to comply with the terms, conditions, standards, or provisions of this award. The award may be terminated for convenience when both parties agree that the continuation of the award would not produce beneficial results.

Deliverable Products

During the performance period, the recipient is required to submit to the GTR Official Work Products. These include but are not limited to progress reports; financial reports, closeout documentation; products specified in the Work Plans, such as reports for HUD and the public on activities conducted and results achieved, Logic Model reports, etc. Failure to submit required documents on time may cause the Grant Officer to take action to suspend or terminate the award.

Section 508 of the Rehabilitation Act of 1973 requires all Federal electronic and information technology to be accessible by people with disabilities. All Products of Work that will be posted on HUD's website must meet HUD's Web Publication Standards and Procedures at www.hud.gov/assist/webpolicies.cfm.

Environmental Review

This Environmental Review section applies to Category 2 Grants (Detailed Execution Plans and Programs), as described in the NOFA, for projects that involve site control or acquisition.

Activities that involve site control or acquisition are subject to HUD environmental review under 24 CFR Part 50. For projects involving these activities, HUD's notification of award constituted only a preliminary approval by HUD subject to the completion of an environmental review of the proposed site(s). Selection for participation and the execution of this *Agreement* do not constitute approval of the proposed site(s). Each proposal involving site control or acquisition is subject to a HUD environmental review, and the Grantee's proposal may be modified or the proposed sites rejected as a result of that review.

The Grantee shall not acquire, rehabilitate, demolish, convert, lease, repair, or construct property, nor commit or expend HUD or local funds for these program activities with respect to any eligible property, until HUD approval of the property is received. An option agreement on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is subject to a determination by HUD on the desirability of the property for the project as a result of the completion of the HUD environmental review and the cost of the option is a nominal portion of the purchase price.

The Grantee shall assist HUD in complying with 24 CFR Part 50; shall supply HUD with all available, relevant information necessary for HUD to perform an environmental review for each property, as requested by HUD; and, shall carry out mitigating measures required by HUD or select alternate eligible property if required by HUD.

Equipment

When acquiring equipment, the Grantee shall comply with the requirements set forth in 24 CFR 84.34 or 24 CFR 85.32, whichever is applicable, OMB Circular A-87 (2 CFR Part 225), and OMB Circular A-122 (2 CFR Part 230).

Estimated Cost and Payment - Line Of Credit Control System (LOCCS/eLOCCS)

The Grantee shall be reimbursed for costs incurred in the performance of work under this grant in an amount not-to-exceed "**Total HUD Amount**" in Block 14 of the HUD 1044. In the event the Grantee incurs cost in excess of this amount, the excess shall be borne entirely by the Grantee.

Incurred costs shall be reimbursed through HUD's Line of Credit Control System (LOCCS) using the eLOCCS web based system. Each day LOCCS generates a payment tape for the Department of the Treasury, which disburses the payments via the Automated Clearinghouse (ACH) Payment System and a Voucher and Schedule of Payments. All payments are certified by HUD and forwarded to Treasury for processing.

Before receiving funds from the eLOCCS, the Grantee must designate a financial institution for HUD to make direct deposit payments through the ACH system. In the event the Grantee, during the performance of this grant, elects to designate a different financial institution for the receipt of any payments, notification of such change and the related information must be received by the Grant Officer 30 days prior to the date such change is to become effective.

To have access to LOCCS and the eLOCCS, the Grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response /eLOCCS Access Authorization Form.

The Grantee shall submit the original vouchers for work performed to the GTR identified in Block 9 of the form HUD-1044. The voucher shall be supported by a detailed breakdown of the cost(s) claimed (Grantees are to use the Part 3 Financial Reporting Attachment included in Policy Guidance 2001-03). In order to assure proper payment, it is important that the voucher is in accordance with the payment amount requested through the eLOCCS. Payment requires the Grantee to go to eLOCCS and provide the Security ID number and requested information. Detailed instructions for using the LOCCS-eLOCCS were provided in HUD's Transmittal Letter for your award.

Funds advanced to the Grantee shall be maintained in an interest bearing account. Any interest earned by the Grantee as a result of the advanced funds shall be promptly returned to HUD.

All check remittances should be sent to the new Miscellaneous Lockbox as follows:

Bank of America
DHUD P.O. Box 277303
Atlanta, GA 30384-7303

If the Grantee is a State, local government or Indian Tribe, the Grantee may retain up to \$100.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 85.21).

If the Grantee is a University, non-profit or for profit organization, the Grantee may retain up to \$250.00 of interest earned per Grantee's fiscal year for administrative expenses (24 CFR 84.22).

State universities and hospitals shall comply with the Cash Management Improvement Act (CMIA), as it pertains to interest.

Other funds due to HUD after the end date of the grant or close-out, as a result of internal audit or other reasons, will be returned to the GTR identified in Block 9 of the form HUD-1044 of this grant.

Should the Grantee demonstrate an unwillingness or inability to establish procedures that will minimize the time elapsing between advances and disbursements, or fail to provide any required progress report in a timely manner, the authorization for advance payments may be revoked. The Grantee may then be required to finance the project with its own working capital and payment to the Grantee may be made by Treasury check to reimburse it for actual cash disbursements that are approved by the GTR.

Fair Housing and Civil Rights Laws

- a) The Grantee represents, warrants, and certifies to HUD that it shall comply with all applicable Federal statutes, regulations, and requirements relating to non-discrimination and equal opportunity identified in HUD's regulations at 24 CFR § 5.105(a), and assure such compliance of any of its sub-grantees under this Agreement, including the following:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d-2000d-4) and implementing regulations at 24 CFR part 1, Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964;

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2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681:1683, 1685:1688) and implementing regulations at 24 CFR part 3, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance;
 3. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development;
 4. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) and implementing regulations at 28 CFR part 35;
 5. The Fair Housing Act (42 U.S.C. §§ 3601-19) and implementing regulations at 24 CFR Part 100, Discriminatory Conduct Under the Fair Housing Act;
 6. Executive Order 11063, as amended by Executive Order 12259, and implementing regulations at 24 CFR part 107, Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063; and
 7. The Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) and implementing regulations at 24 CFR part 146, Nondiscrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
- b) The Grantee represents, warrants, and certifies to HUD that it shall administer its grant in a manner that affirmatively furthers fair housing and that, at a minimum, it shall carry out all actions to affirmatively further fair housing as proposed in its application for financial assistance under the Sustainable Communities Regional Planning Grant Program.
 - c) The Grantee represents, warrants, and certifies to HUD that it shall ensure that employment, contracting, and other economic opportunities generated by the Sustainable Communities Regional Planning Grant Program shall, to the greatest extent feasible, be directed to low- and very low-income persons pursuant to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and HUD's implementing regulations at 24 CFR part 135.
 - d) Grantees are required to cooperate and assist HUD in its nondiscrimination and equal opportunity compliance activities and are required to maintain and submit racial, ethnic, disability, and other demographic data pursuant to HUD's nondiscrimination and equal opportunity regulations including those at 24 CFR §§ 1.6, 8.55, 107.30, and 121.2.

Flow Down Provisions

If the Grantee contracts or subawards funds under this agreement with a person or entity to perform work under this award, the Grantee shall include in the contract or subaward agreement such provisions as may be necessary to ensure that all contractors and subgrantees comply with the requirements of the grant and reporting provisions as set forth in these terms and conditions or as established by HUD and the Office of Management and Budget (OMB)

The Terms and Conditions of this agreement flow down to all tiers of subgrantees. All subgrantees are required to obtain a DUNS numbers (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than 120 days after execution of this agreement.

HUD's Right to Audit and Disallow and Recover Funds

The government reserves the right to seek recovery of any funds that were not expended in accordance with the requirements or conditions of this agreement based upon HUD review, the final audit, or any other special audits or reviews undertaken. HUD has the right to order a special audit, even if the Grantee's auditor or a cognizant agency has already conducted one.

HUD's Substantial Involvement

Because this is a Cooperative Agreement, HUD intends to have substantial involvement in the review, development, and approval of all aspects of the work to be carried out under this cooperative agreement. The substantial involvement will be focused through the GTR and GTM. Anticipated substantial involvement by HUD staff may include, but will not be limited to:

- Review and possibly suggest amendments to the study design, including:
 - study objectives
 - field sampling plan
 - sample handling and preparation
 - sample and data analysis
 - quality assurance
- Review and provide scientific and technical recommendations in response to quarterly progress reports (e.g., amendments to study design based on preliminary results).
- Review and provide scientific and technical recommendations on the final study report, including final interpretation of study results.

Incurrence of Costs

The Grantee is allowed to incur costs for activities beginning the date in Box #5 on the HUD-1044. Any costs incurred before the date are not allowable unless specifically authorized in writing by the Grant Officer or GTR.

Indirect Costs

If the Grantee has received a provisional rate, pending establishment of a final rate, reimbursement will be made on the basis of the provisional rate. By accepting this agreement, the Grantee agrees to bill at the provisional indirect cost rate until an approved indirect rate agreement becomes effective. Adjustments will be made from the provisional rate to the final rate. However, such adjustments must be within the total amount of the award as stated in Block #15 of the HUD-1044.

Inspection and Acceptance

Inspection, review, correction, and acceptance of all deliverables under this award shall be the responsibility of the GTR. The GTR may receive recommendations from assigned GTMs.

Inspector General Referrals

The Grantee or any subgrantee, subcontractor or other sub-recipient awarded funds shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Limitation on Consultant Payments

Per the requirements of the NOFA, federal funds may not be used to pay or to provide reimbursement for payment of the salary of a consultant, whether retained by the federal Government or the Grantee, at a rate more than the equivalent of General Schedule 15, Step 10 base pay rate. See the Office of Personnel Management Website, www.opm.gov, and its Salaries and Wages link for the current base rate, which may be lower than the local rate.

Limitation on Payments to Influence Certain Federal Transactions

Section 1352 of Title 31 of the U.S. Code provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 any of the following covered Federal actions: 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.

Lobbying Activities Prohibition

The Grantee is subject to the provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

Management and Work Plan (with Logic Model Standards)

The management and work plan, deliverables and budget revisions shall comply with the requirements established by the NOFA. The Grantee shall complete and submit a detailed management and work plan (with Logic Model) within 60 days after the effective date of the grant; this plan is subject to review and approval by HUD. The revisions to the general plan submitted in the proposal shall include any negotiated changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and Logic Model standards that will be provided by the GTR.

The management and work plan consists of the goals and time-phased objectives and deliverables for each of the major tasks to be undertaken by the program. A Logic Model (milestones) has been developed to assist the Grantee plan and implement its program in a timely and cost-effective manner. A revised budget, in accordance with the final negotiation, shall be submitted (if necessary).

Monitoring

The responsible Departmental official, GTR, or designee may review and monitor the practices of the Grantee to determine whether it is in compliance with this Agreement or other requirements that arise as a result of the Grant Award. The GTR will also provide performance monitoring by tracking Grantee's progress in meeting the goals and objectives of the program.

Order of Precedence

In the event of any inconsistency among any provisions of this grant, the following order of precedence shall apply:

- a) Cooperative Agreement
- b) NOFA
- c) Management and Work Plan.
- d) Uniform Administrative Requirements.
- e) Grantee's Proposal (if incorporated)

Patent Rights (Small Business Firms And Nonprofit Organizations)

Patent rights are as specified in 37 CFR Part 401, entitled "Rights to Inventions made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements." Inquiries regarding this Patent Rights clause should be in writing and directed to:

Grant Officer
Office of Sustainable Housing and Communities
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 10180
Washington, DC 20410-3000

Period of Performance and Extensions and Incurring Costs or Obligating Federal Funds Beyond the Expiration Date

a) The Grantee shall provide all services stipulated in this cooperative agreement for the period of months specified in the form HUD 1044, "Assistance Award/Amendment," or its Continuation Sheet, from the effective date stipulated in Block #5 of the HUD 1044. Grantees are to comply with the requirements of 24 CFR 84.28 or 24 CFR 85.23 (Period of availability of funds), as applicable, in charging costs to the grant. All obligations incurred under the award must be liquidated within the period of performance. The preparation of the final administrative and financial reports is to be completed 30 days prior to the end of the period of performance.

b) The Grantee shall not incur costs or obligate federal funds for any purpose pertaining to the operation of the project or program, 30 days prior to the end of the period of performance. The only costs which are authorized during the last 30 days of the period of performance are those strictly associated with closeout activities. Closeout activities are normally limited to the preparation of final progress, financial, and required project audit reports unless otherwise approved in writing by the Grant Officer.

The Office of Sustainable Housing and Communities has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding is at the sole discretion of that Office.

Personnel

The personnel, specified as key personnel in the original or amended HUD form 2010 (Rating Factor Form), Factor 1, Capacity of the Applicant and Relevant Organizational Experience, are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other work, the Grantee shall notify the Grant Officer and GTR reasonably in advance in writing and shall submit justification (including proposed substitutions (with the qualifications and experience of the substitute personnel)) in sufficient detail to permit evaluation of the impact on the work effort. No diversion shall be made by the Grantee without the written consent of the Grant Officer.

Profit/Fee

No increment above cost, fee, or profit may be paid to the Grantee or any subgrantee under this award.

Program Income

Any program income derived as a result of this award shall be added to funds committed under the award to further activities eligible for assistance under this agreement. If not contained in the Work Plan or under Special Conditions itemized in these provisions, prior to using program income to further the objectives of the grant program, the parties shall mutually agree by written amendment on the use of program income. Program income received after the period of performance must be used to further the objectives of the applicable grant program for which this grant is awarded in accordance with 24 CFR 84.24 or 85.25, as applicable.

Prohibited Use of Funds

You may not use funds for the following ineligible activities:

- (a) Ineligible administrative activities under OMB Circular A-102 (24 CFR Part 85), Grants and Cooperative Agreements with States and Local Governments; OMB Circular A-110 (2 CFR Part 215) Uniform Administrative Requirements for Grants and Cooperative Agreement with Institutions of Higher Education, Hospitals and other Non-Profit Organizations;
- (b) Ineligible costs under OMB Circular A-87 (2 CFR Part 225), Cost Principles for State and Local and Indian Tribal Governments; and OMB Circular A-122 (2 CFR Part 230), Cost Principles for Non-Profit Organizations;
- (c) Developing plans that would assist business or industry to relocate to an area to the detriment of communities where the business or industry is currently located. This funding restriction does not apply to businesses that are displaced as a result of Category 2 projects. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601) (codified at 49 CFR Part 24) cover any person who moves permanently from real property or moves personal property from real property as a result of direct acquisition, rehabilitation, or demolition for a program or project receiving HUD assistance (See the General Section).
- (d) Substitution of Sustainable Communities funds for funding already pledged to support community development; housing; watershed, air and water quality; transportation planning; food production and distribution planning; and other planning activities eligible under the sustainable communities planning program.

Publications and News Releases

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine.

All interim and final reports and any other specified deliverables shall be owned by the government and held for the benefit of the public which shall include Grantee and Grantee's sub-recipients.

Interim and final reports (including, if applicable, scientific manuscripts) may not be published by the Grantee or any sub-recipients participating in the work for a period of sixty days after acceptance of the deliverables by the GTR.

All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the Grantee or other participants in the work shall contain the following acknowledgment and disclaimer:

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by the Grantee or its staff, or any sub-grantee or other person or organization participating in the work of the award, shall, be provided to the GTR for review and comment before the planned release. Whenever possible, these should be provided to the GTR for review and comment at least two weeks before the planned release, but in no event simultaneously with the release.

The use of Social Media, such as web feeds, wikis, blogs, photo and video-sharing, podcasts, and microblogs is acceptable under OSHC grant programs. Information to be released through Social Media must be provided to the GTR for review and comment at least 2 business days before the planned release.

Reporting

a) Deliverables

The Grantee shall include a schedule listing all significant project milestones, and dates for submission of all project deliverables including quarterly project reports, interim reports where appropriate, the final report, and financial reports utilizing Standard Form 425, the Federal

Financial Report. Upon approval of the Work Plan, the Grantee should ensure all deliverables identified in the Work Plan and Logic Model schedule are delivered on time.

b) Biannual Progress Reports

A template to be used in the preparation of each biannual report will be provided by HUD after grant award. Biannual reports must reflect activities undertaken, obstacles encountered and solutions achieved, and accomplishments in each calendar quarter. Contracts, training materials and protocols, rosters of persons trained, outreach and educational materials prepared, and other significant products developed to implement, analyze or control the project or disseminate information are to be submitted with the quarterly reports as attachments.

Grantees shall submit reports as specified in this clause. The reports submitted to HUD require the submission of a work plan with specific, time phased, and realistic goals, objectives, and Logic Model milestones established. Biannual status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and Logic Model milestones are to be submitted.

Grantees are advised that failure to submit timely biannual progress reports will result in not having their "eLOCCS Request Voucher for Grant Payment" processed and also may result in a low performance rating, which could result in grant termination.

c) Required Reports

- Grantees are required to submit biannual reports, including Logic Model reports. Reporting requirements are specified in the Notice of Funding Availability and these Terms and Conditions. In case of conflict, the more-stringent provisions apply.
- Economic Opportunities for Low- and Very Low-Income Persons (Section 3). The HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10th, and yearly thereafter.
- Federal Financial Report (Standard Form 425)

d) Final Report

A final report shall be submitted. The final report shall summarize the applicant's plans, execution of the plans, achievements noted, and lessons learned. The report need not be lengthy, but should be of a quality and detail to provide freestanding description to any outside reader of all of the applicant's work and achievement under the grant. See clause entitled "Closeout" for the specific elements to be included with your final report. Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

Reproduction of Reports**BRANCH PROCUREMENT OF CERTAIN KINDS OF PRINTING; "PRINTING" DEFINED**

Pub. L. 102-392, title II, Sec. 207(a), Oct. 6, 1992, 106 Stat. 1719, as amended by Pub. L. 103-283, title II, Sec. 207, July 22, 1994, 108 Stat. 1440; Pub. L. 104-201, div. A, title XI, Sec. 1112(e)(1), Sept. 23, 1996, 110 Stat. 2683, provided that:

- 1) None of the funds appropriated for any fiscal year may be obligated or expended by any entity of the executive branch for the procurement of any printing related to the production of Government publications (including printed forms), unless such procurement is by or through the Government Printing Office.
- 2) Paragraph (1) does not apply to (A) individual printing orders costing not more than \$1,000, if the work is not of a continuing or repetitive nature, and, as certified by the Public Printer, if the work is included in a class of work which cannot be provided more economically through the Government Printing Office, (B) printing for the Central Intelligence Agency, the Defense Intelligence Agency, National Imagery and Mapping Agency, or the National Security Agency, or (C) printing from other sources that is specifically authorized by law.

As used in this section, the term "printing" includes the processes of composition, platemaking, presswork, duplicating, silkscreen processes, binding, microform, and the end items of such processes.

Review of Deliverables

- a) Definition - For the purpose of this clause, "Deliverables" include:
 - 1) All interim and final reports;
 - 2) Survey instruments required by Work Plan, if applicable;
 - 3) Other physical materials and products produced directly under the Work Plan of this grant, if applicable; and
 - 4) In-kind and leverage commitments, if applicable.
- b) General
 - 1) The GTR shall have the sole responsibility for HUD review, correction, and acceptance of the deliverables of this grant. Such review(s) shall be carried out promptly by the GTR, so as not to impede the work of the Grantee.
 - 2) The Grantee shall carry out the required corrections, if any, provided by the GTR and shall promptly return a revised copy of the product to the GTR.
 - 3) The basis for acceptance shall be the Grantee's good faith efforts to complete the deliverables of this grant.
 - 4) The GTR's review, correction, and acceptance of deliverables shall be limited to:

- (i) corrections of omissions or errors of fact, methodology, or analysis; ii) deletion of irrelevant materials; and (iii) improvements in style readability.
- 5) In the review and acceptance of deliverables, the GTR may not require any change in the Grantee's stated views, opinions, or conclusions.
- 6) Should there be any disagreement between the Grantee and the GTR as to any correction, or the methodology or analysis on which any conclusion is based, the GTR may require the Grantee to insert a Government dissent(s) in the appropriate place(s). The inclusion of such dissent(s) in an Official Product of Work, otherwise found acceptable by GTR, and the return to the GTR of a revised copy containing the dissent(s), shall satisfy the requirements for acceptance of the Official Product of Work under this clause. Such dissent(s) shall not apply to any independent publication by the Grantee of Independent Products that may arise from the work or findings of this grant.

Scope of Services

The Grantee shall furnish the necessary personnel, materials, services, equipment, facilities (except as otherwise specified herein) and otherwise do all things necessary for or incidental to the performance of the work set forth in the original/revised application under the this NOFA, as well as the subsequent Management and Work Plan and Logic Model schedule.

Single Audit Transparency Transactions Listed in Schedule of Expenditures of Federal Awards and Recipient Responsibilities for Informing Sub-recipients.

a) Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 (24 CFR Part 85) Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of funds.

b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133 (2 CFR Part 180), “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133 (2 CFR Part 180).

c) Recipients agree to separately identify to each sub-recipient, and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of funds.

d) Recipients agree to require their sub-recipients to include on their SEFA. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

Special Conditions

Special Conditions to this award are listed in the form HUD-1044 Continuation Sheets.

Sub-recipient Monitoring and Management

Recipients will be responsible for the monitoring and management of all sub-recipient awards. Management and reporting requirements applied to direct recipients tier-down to employees, affiliates, sub-recipients, and subcontractors, and recipients will be responsible for ensuring compliance and submitting required reports to HUD. Recipients may incorporate all sub-recipient reporting into a consolidated report with the exception of the requirements established for compliance with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282) also known as FFATA or the Transparency Act.

Whistleblower Protection

Each grantee or sub-grantee awarded funds made available shall promptly refer to the HUD Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Complaints can be made to the HUD Office of Inspector General through any of the following means:

Calling toll-free at 1-800-347-3735; persons who have hearing or speech disabilities may reach this number from the Federal Relay Service, at 1-800-877-8339.

Faxing at (202) 708-4829

E-mailing to hotline@hudoig.gov

Writing to HUD OIG Hotline (GFI), 451 7th Street, SW, Washington, DC 20410

Memorandum of Understanding Among
Denver's Department of Community and Planning Development, Denver's Office of Economic
Development, Enterprise Community Partners, Inc., Enterprise Community Loan Fund, Inc.,
The Urban Land Conservancy and the Housing Authority of the City and County of Denver

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between Denver's Community Planning and Development Department ("CPD"), Denver's Office of Economic Development ("OED"), the Urban Land Conservancy ("ULC"), the Housing Authority of the City and County of Denver ("DHA"), Enterprise Community Partners, Inc. ("ECP") and Enterprise Community Loan Fund, Inc. ("ECLF") solely for purposes of collaboration on the Denver Transit Oriented Development ("TOD") Affordable Housing Development Assistance Fund ("Housing Development Assistance Fund"). ECP and ECLF are sometimes collectively referred to as "Enterprise".

2. Background. The Housing Development Assistance Fund will be made available as sub-grants to the ULC and to DHA in order to support a variety of eligible activities related to the development of affordable and mixed income housing projects in Denver's TOD areas. Eligible activities include land acquisition and development soft costs considered eligible by HUD, which may include holding costs, master plans, due diligence, and predevelopment planning and design. To be eligible, properties supported by the Housing Development Assistance Fund shall be within a half mile of current and future light rail stations and a quarter mile of high frequency, high volume bus corridors within Denver and shall meet the intent of the six federal Livability Principles. All properties shall include a significant affordable residential housing component and may also include market rate housing, mixed-use and other sustainable development uses.

The Housing Development Assistance Fund is part of the larger Denver TOD Strategic Implementation Program, which will also fund "next steps" studies and infrastructure framework plans in TOD areas as supported by adopted land use plans. It is anticipated that \$1.5 million will be dedicated directly to the Housing Development Assistance Fund and \$1.5 million will be dedicated to TOD planning and design. DHA and ULC shall each receive up to \$750,000 in sub grants for eligible activities. Approval from an oversight committee is required for any transactions greater than \$50,000. CPD and OED retain the right to redistribute funds that are not committed by March 1, 2012 to ensure they are spent on eligible activities within the HUD Community Challenge Planning Grant period of performance. CPD and OED must ensure all funds are obligated by September 30, 2012 and spent by September 30, 2013.

3. Purpose. The purpose of this MOU is to set forth the intended responsibilities of CPD, OED, ULC, DHA and Enterprise with respect to the administration of the Housing Development Assistance Fund. This MOU does not constitute a commitment to lend or borrow, or an agreement to issue, or accept a commitment to arrange any financing. It is not a legally binding document, and is not intended to confer remedies on any party in the event of its alleged breach.

4. Term of MOU. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in effect during the term of the HUD Community Challenge and DOT Tiger II Planning Grant Awards to Denver. This MOU is wholly contingent on the receipt of funds from the HUD Community Challenge and/or DOT Tiger II Planning Grant Programs. If Denver is not selected to receive such grants or funds, this MOU shall be null and void.

5. Responsibilities of CPD. CPD has been designated as the programmatic lead agency for the City and County of Denver to fulfill the objectives and activities related to the Denver TOD Strategic Implementation Program. CPD oversees planning and development throughout the City and County of Denver and spearheaded the City's TOD Initiative. CPD responsibilities will include the following tasks:

- a. Provide overall program management of the Denver TOD Strategic Implementation Program.

Memorandum of Understanding Among
Denver's Department of Community and Planning Development, Denver's Office of Economic
Development, Enterprise Community Partners, Inc., Enterprise Community Loan Fund, Inc.,
The Urban Land Conservancy and the Housing Authority of the City and County of Denver

- b. Participate in the Housing Development Assistance Fund Oversight Committee, which will meet quarterly or as needed for the purposes of knowledge sharing and fund oversight.
- c. Coordinate specific activities, either directly or through delegated efforts, as set forth in the TOD Strategic Implementation Program proposal to HUD and DOT including determination of objectives, guidelines, and reporting standards, data collection, technical assistance and support, regular program evaluation and reporting to HUD, DOT, the Mayor and City Council, and other public and legal reporting requirements, and the provision of general and financial oversight.
- d. Coordinate delivery of all proposed activities in the Denver TOD Strategic Implementation Program proposal through delegated partnerships and organizations. CPD shall establish, with the other signatories of this MOU, a specific set of guidelines and objectives for identifying and selecting any properties for acquisition or predevelopment activities under the Housing Development Assistance Fund.
- e. Engage in complementary activities as a Program Manager of the Denver TOD Strategic Implementation Program.

6. Responsibilities of OED. The OED leads and delivers a number of programs and services aimed at neighborhood stabilization, economic opportunity and prosperity, including overseeing federal funding for a number of housing and community development programs. OED responsibilities will include the following tasks:

- a. Provide overall administrative management of the Denver TOD Strategic Implementation Program and the Affordable Housing Development Assistance Fund.
- b. Participate in the Housing Development Assistance Fund Oversight Committee, which will meet quarterly or as needed for the purposes of knowledge sharing and fund oversight.
- c. Provide support for specific activities, as delegated by the Oversight Committee and as set forth in the Denver TOD Strategic Implementation Program proposal to HUD and DOT including determination of objectives, guidelines, and reporting standards, data collection, technical assistance and support, regular program evaluation and reporting to HUD, DOT, the Mayor and City Council, and other public and legal reporting requirements, and provision of general and financial oversight.
- d. Engage in complementary activities as a partner in the Denver TOD Strategic Implementation Program.

7. Responsibilities of Enterprise. ECP is a tax-exempt organization headquartered in Columbia, MD, with an office in Denver, and has a mission to create opportunity for low- and moderate-income people through fit, affordable housing and diverse, thriving communities. ECLF is managing and servicing Denver's TOD Fund, which was created in 2010 and seeks to preserve and expand housing options near Denver transit stations and corridors. ECLF's \$5 million commitment to the Denver TOD Fund is being leveraged for this TOD Strategic Implementation Program. Enterprise responsibilities include:

- a. Participate in the Housing Development Assistance Fund Oversight Committee.
- b. Use best efforts to ensure that ECLF's \$5 million commitment to the Denver TOD Fund is available to meet the requirements for leveraged resources as defined in the Notice of Funding Availability for the HUD Community Challenge Grant program issued June 24, 2010, thereby furthering the goals of the TOD Strategic Implementation Program.
- c. Provide support for specific activities, as delegated by the Oversight Committee and as set forth in the TOD Strategic Implementation Program proposal to HUD and DOT including determining objectives, guidelines, and reporting standards, data collection, technical assistance and support,

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regular program evaluation and reporting to HUD, DOT, the Mayor and City Council, and other public and legal reporting requirements, and providing general and financial oversight.

- d. Engage in complementary activities as a partner in the Denver TOD Strategic Implementation Program.

It is understood that the \$5 million designated as leveraged resources can only be expended in accordance with that certain Revolving Credit Agreement, dated as of February 2, 2010, among Urban Land Conservancy, as borrower, the lenders who are parties thereto, as lenders, and ECLF, as Administrative Agent.

8. Responsibilities of ULC. ULC, a nonprofit supporting organization to The Denver Foundation, has a mission to acquire, develop, and preserve neighborhood real estate in urban areas for a variety of community needs, including affordable housing, schools and nonprofit offices. ULC has invested over \$22 million in Denver real estate with its nonprofit partners, serving over 8,000 low and moderate income people annually. ULC will engage in eligible activities as a sub-grantee of the Affordable Housing Development Assistance Fund and in partnership with the Denver TOD Strategic Implementation Program. In that capacity, the ULC will:

- a. Ensure funds are used for eligible activities, as defined in this MOU.
- b. Participate in the Housing Development Assistance Fund Oversight Committee, which will meet quarterly or as needed for the purposes of knowledge sharing and fund oversight.
- c. Present transactions for eligible activities exceeding \$50,000 to the Oversight Committee for approval.
- d. Provide support for specific activities, as delegated by the Oversight Committee and as set forth in the TOD Strategic Implementation Program proposal to HUD and DOT including determination of objectives, guidelines, and reporting standards, data collection, technical assistance and support, regular program evaluation and reporting to HUD, DOT, the Mayor and City Council, and other public and legal reporting requirements, and provision of general and financial oversight.
- e. Engage in complementary activities as a partner in the Denver TOD Strategic Implementation Program.

9. Responsibilities of DHA. DHA is a quasi-municipal corporation that provides affordable housing to more than 25,000 very low, low, and middle income individuals representing approximately 10,000 families in Denver. DHA's mission is to serve the residents of Denver by developing, owning, and operating safe, decent and affordable housing in a manner that promotes thriving communities. Recent development activity has introduced mixed-income, mixed-use product strategically implemented to revitalize key Denver neighborhoods. Current focus is on holistic sustainability that encourages TOD, renewable energy/energy efficiency, education and job training, healthy food access and various other sustainable measures. DHA will engage in eligible activities as a sub-grantee of the Housing Development Assistance Fund and in partnership with the Denver TOD Strategic Implementation Program. DHA responsibilities include:

- a. Ensure funds are used for eligible activities, as defined in this MOU
- b. Participate in the Housing Development Assistance Fund Oversight Committee, which will meet quarterly or as needed for the purposes of knowledge sharing and fund oversight.
- c. Present transactions for eligible activities exceeding \$50,000 to the Oversight Committee for approval.

Memorandum of Understanding Among
Denver's Department of Community and Planning Development, Denver's Office of Economic
Development, Enterprise Community Partners, Inc., Enterprise Community Loan Fund, Inc.,
The Urban Land Conservancy and the Housing Authority of the City and County of Denver

- d. Provide support for specific activities, as delegated by the Oversight Committee and as set forth in the TOD Strategic Implementation Program proposal to HUD and DOT including determination of objectives, guidelines, and reporting standards, data collection, technical assistance and support, regular program evaluation and reporting to HUD, DOT, the Mayor and City Council, and other public and legal reporting requirements, and provision of general and financial oversight.
- e. Engage in complementary activities as a partner in the Denver TOD Strategic Implementation Program.
- f. Provide development analysis for strategic urban revitalization ensuring focus on holistic sustainable development in light of the Livability Principles.

10. General Provisions

- A. Amendments.** Any party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and will become effective when executed and signed by all parties to this MOU.
- B. Applicable Law.** The construction and interpretation of this MOU shall be governed by the laws of the State of Colorado.
- C. Entirety of Agreement.** This MOU, consisting of five (5) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements on this topic, whether written or oral.
- D. Affirmation of Skill and Capabilities:** By signing this MOU, all parties hereby affirm that they have the necessary skill, expertise and means to carry out the activities outlined above and in the proposal to the HUD and DOT.
- E. Costs.** Except as otherwise expressly set forth herein, all costs and expenses incurred by any party in connection with the performance of its obligations hereunder shall be borne by the party performing such obligations.
- F. Counterparts.** This MOU may be executed in two or more counterparts, each of which shall be deemed to be an original of this MOU, and all of which taken together shall constitute one and the same agreement. This MOU may be executed and delivered by telecopier or other electronic transmission with the same force and effect as if the same was a fully executed and delivered original counterpart.
- G. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

SIGNATURES ON FOLLOWING PAGE

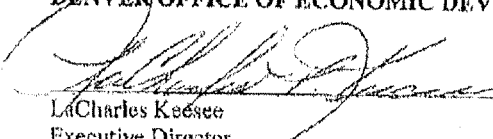
Memorandum of Understanding Among
Denver's Department of Community and Planning Development, Denver's Office of Economic
Development, Enterprise Community Partners, Inc., Enterprise Community Loan Fund, Inc.,
The Urban Land Conservancy and the Housing Authority of the City and County of Denver

DENVER COMMUNITY PLANNING AND DEVELOPMENT


Peter J. Park
Department Manager

8.16.2010
Date
201 West Colfax Denver, CO 80202

DENVER OFFICE OF ECONOMIC DEVELOPMENT


LaCharles Keesee
Executive Director


August 16, 2010
Date
201 West Colfax, Denver, CO 80202

ENTERPRISE COMMUNITY PARTNERS, INC.


Paul M. Cummings
Senior Vice President and Regional Executive, West Region

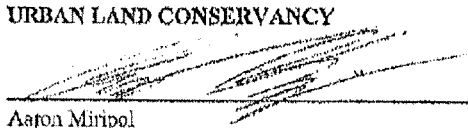
8/13/10
Date
10227 Wincopin Circle, Suite 500
Columbia, Maryland 21044

ENTERPRISE COMMUNITY LOAN FUND, INC.


Noni Ramos
Vice President and Chief Lending Officer


8/13/10
Date
10227 Wincopin Circle, Suite 500
Columbia, Maryland 21044

URBAN LAND CONSERVANCY


Aaron Miripol
President and CEO

8/16/10
Date
370 17th Street, Suite 5300, Denver, CO 80202

HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER


Ismael Guorero
Executive Director

8/16/10
Date
PO Box 40305, Santa Fe Drive Station
Denver, CO 80204



OFFICE OF ECONOMIC DEVELOPMENT
BUSINESS AND HOUSING SERVICES

TIGER II
DOT & HUD Community Challenge Grant
ELIGIBLE ACTIVITIES

1. *Acquisition Costs.*

Costs of acquiring improved or unimproved real property, including acquisition by homebuyers.

2. *Related Soft Costs.*

Other reasonable and necessary costs incurred by the owner or participating jurisdiction and associated with the financing, or development (or both) of new construction, rehabilitation or acquisition of housing assisted with TIGER II funds.

These costs include, but are not limited to:

- (1) Architectural, engineering or related professional services required to prepare plans, drawings, specifications, or work write-ups.
- (2) Costs to process and settle the financing for a project, such as private lender origination fees, credit reports, fees for title evidence, fees for recordation and filing of legal documents, building permits, attorneys fees, private appraisal fees and fees for an independent cost estimate, builders or developers fees.
- (3) Costs of a project audit that the participating jurisdiction may require with respect to the development of the project.
- (4) Costs to provide information services such as affirmative marketing and fair housing information to prospective homeowners and tenants as required by §92.351.
- (5) For new construction or rehabilitation, the cost of funding an initial operating deficit reserve, which is a reserve to meet any shortfall in project income during the period of project rent-up (not to exceed 18 months) and which may only be used to pay project operating expenses, scheduled payments to a replacement reserve, and debt service. Any funds placed in an operating deficit reserve that remain unexpended after the period of project rent-up may be retained for project reserves if permitted by the participating jurisdiction.
- (6) For both new construction and rehabilitation, costs for the payment of impact fees that are charged for all projects within a jurisdiction.
- (7) Costs of environmental review and release of funds in accordance with 24 CFR Part 58 which are directly related to the project.

ATTACHMENT C

2011 HUD Community Challenge Grant

HOUSING DEVELOPMENT ASSISTANCE FUND

Activity Review Request

Date	
Activity/Project Name	
Location	
Contact Info	
Name	
Organization	
Phone/Email	
Purpose <i>Provide a narrative description of the proposed activity</i>	
Amount Requested <i>(If over \$50,000, request must be submitted to the Development Oversight Committee (DOC) for approval/recommendation)</i>	\$ _____

Procedure

1. Complete the Activity Review Request form and submit to Christopher Smith, Housing Program Manager, at christopher.smith@denvergov.org for review.
2. For activity requests of \$50,000 or more: OED will coordinate with HDOC for further review and recommendation. HDOC meetings will be scheduled within twenty (20) days of request on a as-needed, case-by-case basis.
3. Approved requests will be processed for reimbursement per standard OED voucher process.

FOR INTERNAL OED ONLY:

Eligible activity? Yes No

Amount Requested: _____

Amount approved: _____

Reviewer: _____

Date Approved: _____

PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE
PLANNING GRANTS AND THE U.S. DEPARTMENT OF TRANSPORTATION'S TIGER II PLANNING GRANTS

DENVER TOD STRATEGIC IMPLEMENTATION PROGRAM

PROGRAM SUMMARY

Over the next 10 years, the Regional Transportation District (RTD) will build FasTracks, a \$6.2 billion initiative originally passed by the voters in 2004 to add 119 miles of rail lines, 60 new rail stations, and a network of bus feeder routes. Since 2004, Denver has completed planning for 13 stations and is poised to capture the value of this transit investment. With the first light rail line - the "West Corridor" - now under construction, west Denver residents will have the opportunity to conveniently access education and employment centers offering 250,000 jobs by 2013. However, west Denver neighborhoods must overcome several barriers to fully take advantage of this public transit investment. Physical barriers, low quality housing stock, market realities and the lack of urban living infrastructure in these traditionally underserved neighborhoods continue to inhibit multi-modal connectivity and deter private investment. Transit alone will not provide west Denver neighborhoods with access to regional opportunities.

There is hope. Regional and citywide plans recommend targeting growth and infrastructure investments toward transit-rich neighborhoods. Denver's new form-based zoning code creates regulatory tools to shape urban, pedestrian-friendly development patterns. A partnership between Denver, Urban Land Conservancy (ULC) and Enterprise Community Partners (Enterprise) and private investors resulted in the creation of a \$15 million **TOD Fund** for affordable housing land banking. The Denver Housing Authority (DHA) is dedicated to transforming its 62 acres of property along the West Corridor into transit-oriented sustainable communities. West Denver residents and business owners embrace the opportunity light rail brings and request better infrastructure and bus service to improve their access to their neighborhood stations. The City and County of Denver can help turn these hopes into reality by engaging in west Denver neighborhoods comprehensively using three strategies to focus investment where it is needed most right now -

- (1) Create a Housing Development Assistance Fund to provide additional support for affordable housing land banking and predevelopment planning within one-half mile of transit stations and high frequency bus corridors;
- (2) Implement adopted plans through "next steps" planning, design and studies as supported by adopted land use plans; and
- (3) Build upon existing partnerships with DHA, ULC, national TOD and equity planning experts and community organizations to engage in knowledge-sharing, capacity building and meaningful public outreach.

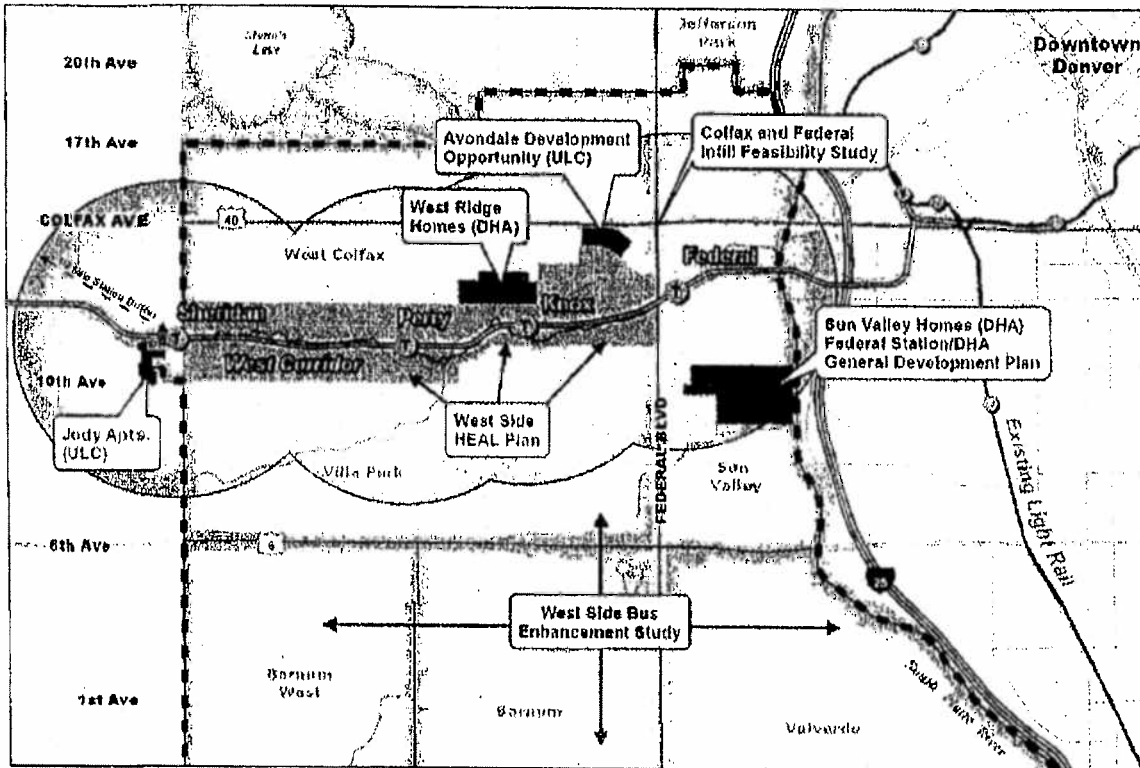
Denver's **TOD Strategic Implementation Program** will use these strategies and leverage partnerships to transform Denver's west side into livable, transit-oriented neighborhoods. Refer to the map on page 2 for affordable housing opportunity sites and proposed activity locations. The Community Challenge and TIGER II Planning Grants offer Denver the opportunity to directly support affordable housing and TOD in a way that is both transformative and serves as a model for how to best meet the Sustainable Communities Livability Principles.

Eligibility

This application meets all eligibility requirements of the combined HUD Community Challenge Planning/DOT TIGER II Planning Grant Notice of Funding Availability (NOFA). The **applicant** is the City and County of Denver (CCD), Colorado, a general purpose unit of government, with the city's Office of Economic Development (OED) as the directly responsible recipient and the Department of

PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE PLANNING GRANTS AND THE U.S. DEPARTMENT OF TRANSPORTATION'S TIGER II PLANNING GRANTS

Community Planning and Development (CPD) responsible for Programmatic Oversight. Under the **Fair Housing Act**, Denver has no systemic violations, cause determinations, findings, or outstanding civil rights matters that need to be resolved from HUD or a state or local fair housing agency. Certification of this is available upon request. In terms of **leveraging**, the TOD Strategic Implementation Program Partners are providing a total of 73% match (as a percentage of total project costs) in leveraged resources, including public and private monies, in-kind and cash. All proposed **activities** within this application are unique to this effort, have not been submitted by any other entity and are eligible under Section III of the NOFA.



TOD Strategic Implementation Program Focus Area

FACTOR I. PURPOSE AND OUTCOMES

The purpose of the TOD Strategic Implementation Program is to expand permanent affordable housing and better multi-modal connectivity along Metro Denver's transit corridors. The need is illustrated by the anticipated demand for housing within one-half mile of a light rail station region wide growing from 45,000 households today to 155,000 households in 2030, a 344% increase.¹ Forty percent of this growth is projected to come from low income households, at or below 80% AMI (\$60,720 for a family of four²). Basic infrastructure, such as curb and gutter and sidewalks, is also in demand due to the fact that FasTracks passenger rail largely follows freight corridors through industrial areas and enters through the "back doors" of neighborhoods.

¹ Enterprise Community Partners, Inc. (2007)

² Colorado Housing and Finance Authority (CHFA) 2010 Rent and Income Limits.

**PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE
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Denver's west side has a large market for affordable housing and a need for better quality housing stock and for multi-modal improvements to fully gain the value of light rail at its doorstep. This area trails the City and County of Denver with respect to median income (see table below). The west side is characterized by high minority populations and non-English speaking adults. Housing costs are higher as a percentage of household income than the overall Denver median. The Center for Neighborhood Technology's estimate of housing plus transportation costs in these neighborhoods ranges from 38% to 45%.³

Neighborhood	Median Household Income	% Households w/ Income < Denver Median	% Renters paying more than 30% Income on Hsg	% Adults Non-English Speaking
Athmar Park	\$47,932	52.5%	41.3%	20.7%
Barnum	\$41,185	57.6%	42.2%	20.7%
Barnum West	\$39,116	55.9%	40.3%	17.2%
Sun Valley	\$12,434	98.7%	36.9%	13.3%
Valverde	\$35,918	64.2%	45.6%	26.0%
Villa Park	\$40,468	62.5%	42.5%	24.7%
West Colfax	\$34,930	68.8%	42.9%	22.1%
Westwood	\$37,961	64.4%	45.1%	25.1%
Denver	\$55,129	49.9%	38.6%	9.2%
Region	\$51,191			

Source: U.S. Census

With its proximity to downtown and the Auraria Higher Education Campus (41,000 students), the construction of the West Corridor underway, and a tremendous opportunity to leverage existing partnerships with DHA and ULC, the west side is ripe for TOD implementation through strategic support of affordable housing projects and additional planning and design that will yield near-term results.

Consistent with Regional and Citywide Plans

Regional (*MetroVision*) and local (e.g. *Blueprint Denver, TOD Strategic Plan*) plans encourage taking advantage of this historic opportunity to place housing and jobs near new transit lines coming on line in the next three to ten years. *MetroVision*, the Denver Regional Council of Government's (DRCOG's) regional plan, specifically encourages high-density mixed-use, transit and pedestrian-oriented development in **urban centers** throughout the Denver region. Denver's four station areas on the West Corridor are identified as urban centers.

Furthering the Livability Principles and Achieving Outcomes

The TOD Strategic Implementation Program aligns completely with the Partnership's Livability Principles and five desired outcomes, as described below, with outcomes mentioned in **bold type**. *Specific information for each activity, including more detailed performance measures and benchmarks are explained in the Work Plan in Factor 2 beginning on page 4.*

A. Provide More Transportation Choices: By creating more housing options near transit and by improving multi-modal connections to light rail stations along the West Corridor, the TOD Strategic Implementation Program will expand access to multi-modal transportation. With anywhere from 65% to

³ In reality the H+T costs for west side neighborhoods are higher, since CNT used the regional median income for their calculation, which is higher than west side neighborhoods.

PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE
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92% of west side residents commuting by automobile, this **travel behavior will change** to include more walk, bike and transit trips as a result of the TOD Strategic Implementation Program.

B. Promote Equitable, Affordable Housing: The TOD Strategic Implementation Program, through the Housing Development Assistance Fund, will fund land banking and predevelopment costs for affordable housing projects within one-half mile of a transit station or high frequency bus service. The Program will also support planning activities for DHA's Sun Valley Homes redevelopment. This will **enable an increase in the supply of affordable units** near west side transit stations from 1,400 to 3,000 units.

C. Enhance Economic Competitiveness: Planning activities proposed as part of the TOD Strategic Implementation Program will include the identification of new infill development potential along the West Corridor, and especially at the Federal Station where, for example, both the Colfax/Federal cloverleaf and the Xcel Energy power plant offer much infill potential. By 2013, planning and zoning will be in place to **enable the creation of 55 acres of new infill development** potential within the Federal station area and adjacent to two major bus corridors.

D. Support Existing Communities: Planning activities through the TOD Strategic Implementation Program will identify opportunities to create urban living infrastructure within existing west side neighborhoods and to better link existing neighborhoods to a region of opportunities. Public outreach methods will **creatively engage 2,000 plan stakeholders** including low income and non-English speaking residents.

E. Coordinate Policies and Leverage Investment: Denver will build upon existing relationships with recognized national TOD and equity experts to help expand knowledge and perform cross-cutting policy research within Denver and among other cities. Through these efforts, including nine knowledge-sharing and capacity building events over three years, Denver will help **build capacity of local, state and regional public and private organizations.**

F. Value Communities and Neighborhoods: The TOD Strategic Implementation Program leverages Denver's investment in transit to enhance existing neighborhoods and improve access to jobs, education and urban living infrastructure. The Program will **enable the preservation, creation or improvement of open space**, including five acres of parks within one-half mile of transit.

FACTOR 2. WORK PLAN

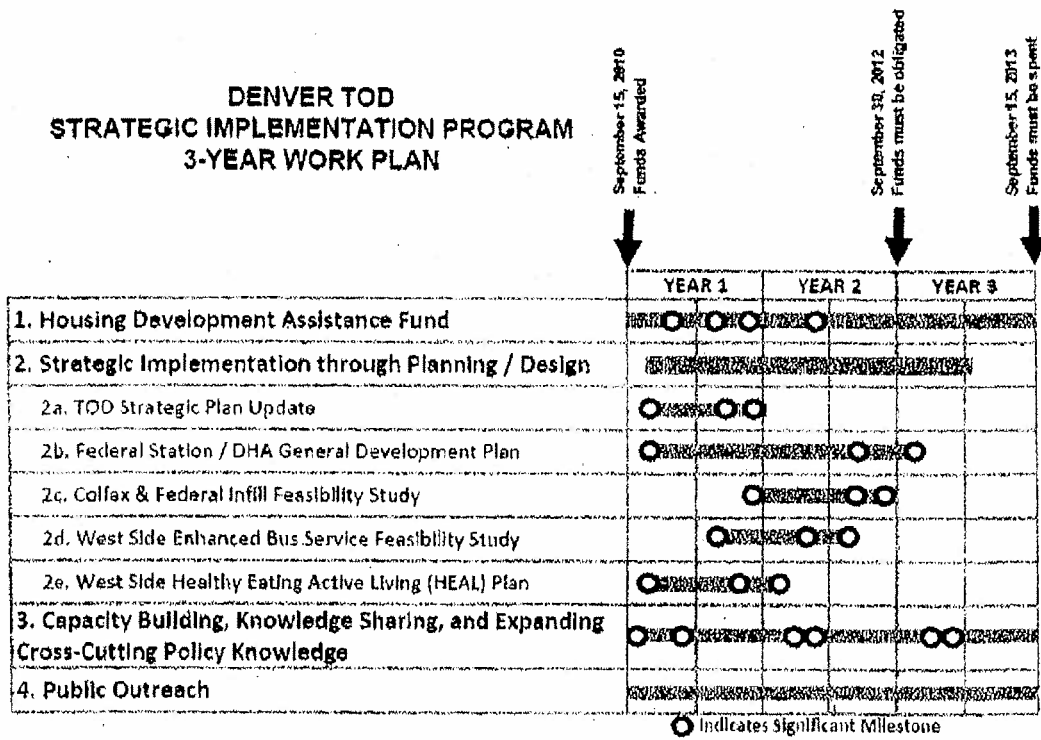
Three-Year Work Plan Overview

The Denver TOD Strategic Implementation Program's three main strategies - (1) Affordable Housing Assistance, (2) TOD Planning and Design, (3) Partnerships for Capacity Building & Knowledge Sharing - will comprehensively transform Denver's west side. The summary chart below provides an overview of specific, critical milestones for each major activity. More details, including all items requested in the NOFA related to program activities, are provided in the individual activity descriptions, budget description and performance measures on Pages 5-11.

The public participation process for all program activities will include creative outreach to increase the involvement of populations historically marginalized or underrepresented in planning processes, in-

**PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE
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cluding persons with limited English proficiency, minority populations and low-income populations. Public Outreach Strategies will vary according to Program Activities. Some activities will target specific stakeholder groups while others will target a larger audience. Some planning processes will require public meetings and/or public hearings before Denver Planning Board. Non-profit organizations with extensive stakeholder groups and outreach experience such as LiveWell Westwood, Strengthening Neighborhoods and the Federal Boulevard Partnership will be brought to the table when appropriate to help facilitate community partnership. A portion of each activity budget will be dedicated to appropriate outreach, with extra budget made available via "Activity 4. Public Outreach" to cover additional needs.



Proposed Activities and Outcomes

Activity 1: Housing Development Assistance Fund

Activity Description and Specific Deliverables: Denver's Housing Development Assistance Fund (HDAF) will help preserve and create affordable housing within one-half mile of transit stations and high frequency bus routes. This program will leverage investments in several affordable and mixed-income housing projects along Denver's West light rail corridor, including redevelopment of Sun Valley Homes by DHA and purchase of the Avondale Shopping Center by ULC using the pre-established TOD Fund for affordable housing land acquisition. The HDAF will add flexibility and help ensure success and affordability of projects initiated through the TOD Fund. It will be made available as sub-grants to the ULC and to DHA of up to \$750,000 each in order to support a variety of eligible activities as defined in a Memorandum of Understanding (see Attachment 1). This additional assistance will ensure that predevelopment and holding costs do not get passed through to the renter/owner, thereby making units more affordable.

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Use of Funds/Budget: HUD/DOT Grant Funded = \$1,500,000 Cash Leveraged = \$5,000,000 In-Kind = (see personnel in budget)	Plan that Recommends this Activity: Comprehensive Plan 2000, TOD Strategic Plan, Denver Consolidated Plan
Project Completion Schedule and Milestones: Fund Created: March 1, 2011 Contracts Signed with ULC & DHA: June 1, 2011 Funds Obligated: September 1, 2011 All Funds Spent: September 15, 2013	Lead Agency: DHA & ULC (oversight by OED) Key Activity Partners: OED, CPD, DHA, Enterprise, ULC
Livability Principles: A, B, C, D, E, F	

Activity 2a: TOD Strategic Plan Update	
Activity Description and Specific Deliverables: Update Denver's 2006 TOD Strategic Plan. Develop station implementation typologies and identify typology-specific, market-based strategies for implementation of transit-oriented development at the city, corridor and station level. The update will include a qualitative market assessment to identify actions that would remove impediments to affordable and mixed-income housing and other transit-supportive uses. These will provide the framework for future station area plans as well as investments and implementation of existing plans.	
Use of Funds/Budget: HUD/DOT Grant Funded = \$100,000 Cash Leveraged = \$0 In-Kind = (see personnel in budget)	Plan that Recommends this Activity: TOD Strategic Plan Lead Agency: CPD
Project Completion Schedule and Milestones: Hire Consultant: January 2011 Draft Typologies: June 2011 Final Typologies: August 2011	Key Activity Partners: DPW, OED, RTD, recognized private and non-profit TOD and equity experts
Livability Principles: A, B, C, D, E, F	

Activity 2b: Federal Station/DHA General Development Plan (GDP)	
Activity Description and Specific Deliverables: A GDP will be created for the redevelopment of DHA's Sun Valley Homes and surrounding area to implement the Federal Station Area Plan. The GDP is the next step of implementation after adoption of the station area plan, and it provides the background for future site-level master planning, including more than 30 acres owned by DHA for preserving and creating new affordable housing units. This GDP would be jointly led by DHA and CPD, building upon lessons learned in planning for redevelopment of DHA's South Lincoln Park Homes near the 10th & Osage station. Through a detailed, technical review, the plan would include identification of utilities improvements, resolution of stormwater and urban drainage issues, open space planning, identification of future street grid/connectivity, general land use concepts and may be supplemented by urban design standards. Under the Denver Zoning Code, Denver GDPs are collaborative processes resulting in plan approval by CPD, Denver Public Works (DPW) and Denver Parks and Recreation (DPR).	
Use of Funds/Budget: HUD/DOT Grant Funded = \$500,000 Cash Leveraged = \$2,025,000 In-Kind = (see personnel in budget)	Plan that Recommends this Activity: Blueprint Denver, Federal Station Area Plan Lead Agency: CPD and DHA (jointly)

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Project Completion Schedule and Milestones: Hire Consultant: February 2011 Draft GDP: June 2012 Final GDP: January 2013	Key Activity Partners: DPW, Development Services, DPR, Denver Water, Xcel Energy
Livability Principles: A, B, C, D, F	

Activity 2c: Colfax & Federal Infill Feasibility Study	
The Colfax Avenue (U.S. 40) - Federal Boulevard (U.S. 287 and SH-88) interchange in the Federal light rail station area has a 1950s-era grade-separated cloverleaf configuration with design and multi-modal functionality constraints that are out of context with its urban setting. DPW has conceptually studied how to redesign the interchange into a more pedestrian- and bicycle-friendly configuration that best accommodates TOD and multi-modal connectivity in adjacent neighborhoods. In anticipation of a future re-design, we will undertake a feasibility study to understand the market potential for reclaiming infill land that could be realized if the interchange is reconfigured. This opportunity not only creates infill transit-oriented development potential but also makes surrounding properties more accessible and desirable.	
Use of Funds/Budget: HUD/DOT Grant Funded = \$150,000 Cash Leveraged = \$0 In-Kind = (see personnel in budget)	Plan that Recommends this Activity: West Colfax Plan, Federal Station Area Plan Lead Agency: CPD
Project Completion Schedule and Milestones: Hire Consultant: September 2011 Complete Draft Plan: June 2012 Complete Final Plan: September 2012	Key Activity Partners: DPW, OED, Colorado Department of Transportation, ULC, Stadium District, Federal Boulevard Partnership, West Colfax BID, DHA
Livability Principle: B, C, D, F	

Activity 2d: West Side Enhanced Bus Service Feasibility Study	
Study the feasibility of creating multi-modal connections from west side neighborhoods to the West Corridor light rail stations, scheduled to open in 2013. The study will focus on the feasibility of improved/enhanced bus service, including the possibility of a circulator, as supported by a 2008 RTD Shuttle & Circulator Services Study, with the goal of connecting transit-dependent populations to light rail stations and therefore to the region. The study will also consider pedestrian and bicycle improvements to improve access to transit stations and bus stops.	
Use of Funds/Budget: HUD/DOT Grant Funded = \$100,000 Cash Leveraged = \$0 In-Kind = (see personnel in budget)	Plan that Recommends this Activity: TOD Strategic Plan, RTD Shuttle & Circulator Services Review and Evaluation Lead Agency: DPW
Project Completion Schedule and Milestones: Hire Consultant: June 2011 Complete Draft Study: March 2012 Complete Final Study: July 2012	Key Activity Partners: RTD, LiveWell Colorado, University of Colorado Denver - Colorado Center for Community Development, CPD, DHA
Livability Principle: A, B, C, D, E, F	

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Activity 2: West Side Healthy Eating Active Living (HEAL) Plan	
Some of the highest rates of poverty, childhood obesity and chronic heart disease in the state of Colorado characterize Denver's west side neighborhoods. Organizations like LiveWell Colorado have been very active in trying to create a better environment for Healthy Eating and Active Living (HEAL) in these neighborhoods. This activity will support implementation of HEAL goals as recommended in previous plans to promote livability and sustainability in west Denver neighborhoods. Specific activities may include identifying opportunities for creation of urban gardens, sponsoring "connectivity tours", where the Program teaches west neighborhood residents how to reach light rail stations by foot, bike or bus, healthy foods outreach and education (e.g. a community tour of Westwood's 40 backyard gardens and other HEAL "best practice" locations), or supporting activities that increase the availability of healthy foods for sale at locations reachable by transit, foot or bicycle.	
Use of Funds/Budget: HUD/DOT Grant Funded = \$40,000 Cash Leveraged = \$0 In-Kind = (see personnel in budget)	Plan that Recommends this Activity: Comprehensive Plan 2000 Lead Agency: DPH
Project Completion Schedule and Milestones: Hire Consultant: January 2011 Draft Plan: July 2011 Final Plan: October 2011	Key Activity Partners: Denver Public Health, University of Colorado at Denver, CPD, DHA, ULC, LiveWell Colorado, Denver Parks and Recreation
Livability Principles: D, F	

Activity 3: Capacity Building, Knowledge Sharing, & Expanding Cross-Cutting Policy Knowledge	
With help from our program partners we will strengthen the capacity of Denver agencies, partners and the public – both locally and nationally – to advance the objectives of HUD, DOT, EPA and the Sustainable Communities Initiative. We will emulate the federal HUD/DOT/EPA partnership at a local level. Activities include: (1) strengthening the skills of program partners to manage federal awards, provide solid financial management and perform program performance assessment through a series of in-service cross-trainings, and (2) encouraging cross-programmatic coordination through regular partnership meetings and best practices knowledge sharing. Credible policy researchers with national and local expertise in TOD will be hired to assist with analyzing outcomes and disseminating policy lessons learned during the program to a diverse audience including community-based organizations. The program will also engage and educate the public on Livability Principles and best practices through creation of a Citizens Academy.	
Use of Funds/Budget: HUD/DOT Grant Funded = \$50,000 Cash Leveraged = \$0 In-Kind = \$5,000 (also, see personnel in budget)	Plan that Recommends this Activity: Comprehensive Plan 2000 Lead Agency: CPD Key Activity Partners: OED, DPW, DPR, recognized private and non-profit TOD and equity experts
Project Completion Schedule and Milestones: Establish Regular Oversight Committee Meetings: October 2010 Finalize Scope of Work and Contract with TOD experts: January 2011 In-Service Trainings for Partners: March 2011, March 2012, March 2013 Publish Policy Documents: January 2013 Kickoff Citizen's Academy: January 2013	
Livability Principle: E	

**PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE
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Activity 4: Public Outreach	
<p>These efforts are program-wide to support both the Housing Development Assistance Fund and Strategic Implementation Through Planning and Design. Public outreach will be led by CPD's experienced, award-winning team with the help of program partners and community-based organizations like Strengthening Neighborhoods in order to increase participation in the program by populations traditionally marginalized. Strategies include: (1) Targeting key stakeholder groups, including and community and neighborhood leaders, elected officials, private sector leaders, property owners, business owners and community activists; (2) Creating multi-lingual outreach materials and providing translators at meetings (historically including Spanish, Somali, and Vietnamese); (3) Distributing flyers through schools, churches, and other community resources; (4) Attending neighborhood meetings; (5) Offering food and childcare at public meetings; and (6) Creating a blog and other social media for public input and comment.</p>	
<p>Use of Funds/Budget: HUD/DOT Grant Funded = \$45,000 Cash Leveraged = \$0 In-Kind = \$20,000 (also, see personnel in budget)</p>	<p>Plan that Recommends this Activity: Comprehensive Plan 2000 Lead Agency: CPD</p>
<p>Project Completion Schedule and Milestones: Ongoing. Milestones defined for each activity above.</p>	<p>Key Activity Partners: Strengthening Neighborhoods, OED, DHA, DPW</p>
<p>Livability Principles: A, B, C, D, E, F</p>	

Uses of Funds/Budget

PROGRAM BUDGET	TOTAL Grant Funded	Total In-Kind Leveraged	Total Cash Leveraged	Total Project Costs
Major Activities				
1. Housing Development Assistance Fund	\$1,500,000	Included in Personnel	\$5,000,000	\$6,500,000
2. Strategic Implementation through Planning / Design	\$890,000	Included in Personnel	\$2,025,000	\$2,915,000
3. Capacity Building, Knowledge Sharing, Cross-Cutting Policy Knowledge	\$50,000	\$5,000	\$0	\$55,000
4. Public Outreach	\$45,000	\$20,000	\$0	\$65,000
Personnel - Planning and Technical	\$195,000	\$644,677	\$0	\$839,677
Fringe	\$101,573	\$130,535	\$0	\$232,108
Supplies	\$0	\$4,500	\$0	\$4,500
Total Direct Costs	\$2,781,573	\$804,712	\$7,025,000	\$10,611,285
Indirect Costs	\$28,222	\$85,527	\$0	\$113,748
Grant Administrative Costs	\$143,578	\$3,900	\$0	\$147,478
TOTAL	\$2,953,372	\$894,139	\$7,025,000	\$10,872,511

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The Program Budget estimates all applicable costs (direct, indirect, and administrative)⁴ presented clearly in the summary table above on Page 9.⁵ The lead agency, as identified in Activity Descriptions above, is responsible for the use of activity funds. OED will be responsible for administration of grant funds and ensuring funds are used for eligible activities under the NOFA and OMB eligible costs. Denver will implement the program with the highest standards of efficiency, effectiveness, transparency, and accountability. Leverage for the TOD Strategic Plan Implementation Program is provided both in cash and in-kind from grant partners. Most of the cash leverage is associated with the existing Denver TOD Fund managed by the ULC, Enterprise Community Partners, Inc., and CCD. Leveraged resources are further described in Factor 3 on Page 11.

Performance Measures

Below is a list of TOD Strategic Implementation Program desired Outcomes, including Performance Measures and Benchmarks. These include the six outcomes mentioned in the NOFA plus two additional outcomes based on HUD Strategic Plan goals. Performance measure data will be obtained through several sources, including GIS data, interviews with private and non-profit developers, sign-in sheets at meetings and trainings, fieldwork, stakeholder surveys, monitoring of website, U.S. Census American Community Survey, annual Denver Capital Improvement Program lists, real estate databases, travel counts and aerial imagery. Data collection will occur as opportunities arise, for instance when new data sets become available from outside sources, or as meetings or stakeholder interviews take place. Data will be documented in several formats, including Microsoft Word documents (such as meeting summaries), Excel spreadsheets and GIS databases. Data will be reported to program partners, to HUD and to the public annually or as needed via user-friendly documents, presentations and maps via the internet, stakeholder emails and in hard copy at meetings when appropriate. Raw data will be available upon request.

#	Outcomes	Performance Measures	Benchmarks	Activities
A	Travel changes, such as changes in mode share or vehicle miles traveled per capita.	A.1. Change in mode share in west side neighborhoods	By 2013, identify opportunities for 5,000 new households to reduce vehicle miles traveled and increase transit/bike/ped trips	2a, 2b, 2c
B	Impact on affordability and accessibility, including the supply of affordable housing units, household transportation costs, or proportion of low- and very-low income households within a 30-minute transit commute of major employment centers.	B.1. # of affordable units preserved or created within one-half mile of transit	Enable the preservation and development of 3,000 affordable west side units within one-half mile of transit by 2013.	1, 2a, 2b
		B.2. Decrease in median H+T costs in west side households	Enable west Denver residents to decrease their H+T costs as percentage of median household income by 2 % points by 2013.	2b, 2c, 2d

⁴ Indirect costs are calculated using the 15.12% rate approved by the State of Colorado for the City and County of Denver on March 16, 2010, in accordance with an OMB Circular A-87 Cost Allocation Plan. CPD's and DPW's indirect costs will be borne in-kind. Staff in-kind contributions are based on the applicant's and partners' salary schedules, which are based on and comparable to the local market value of staff skills. Fringe benefits use the City's budget projection rate of 30% of total salaries.

⁵ Detailed budget tables available upon request.

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C	Economic development, including infill development or recycled parcels of land or private sector investment along a project or corridor.	C.1. # of acres infill land developed within one-half mile of transit in west Denver	Appropriate planning and zoning in place to enable development of 55 acres of west Denver infill sites within one-half mile of transit by 2013	2a, 2b, 2c
D	Improvement to the state of repair of infrastructure.	D.1. Linear feet of bike/ped complete street improvements	Funding for 2 miles of west side bike/ped infrastructure projects on capital improvement program lists by 2013.	2b, 2c
E	Environmental benefits, such as greenhouse gas or criteria pollutants emissions, oil consumption and recreational areas / open space preserved.	E.1. # of acres of parks and open space preserved or created	Enable the preservation, creation or improvement of 5 acres of parks within 1/4 mile of transit	2b
F	Increased participation and decision-making by populations traditionally marginalized in public planning processes.	F.1. # of plan participants representing West-side focus neighborhoods	2,000 plan stakeholders representing west-side neighborhoods and interests will be reached by 2013	1, 2 (all), 3, 4
G	Improve access to healthy food, consistent with HUD FY 2010-2015 Strategic Plan Subgoal 4A; Catalyze economic development and job creation while enhancing and preserving community assets.	G.1. # of west side households that have access to healthy foods within one-half mile	Identify opportunities to improve access to healthy foods for 3,000 households by 2013	2c
H	Local emulation of the federal partnership consistent with HUD FY 2010-2015 Strategic Plan Subgoal 4E; Build capacity of local, state, and regional public and private organizations	H.1. # Plans and Studies completed in Denver's west side with multi-agency cooperation	Five plans and/or studies will be completed in west Denver with multi-agency cooperation by Sept. 2013	1, 2(all)
		H.2. Consistent attendance of TOD Implementation Program Oversight Committee meetings	Regular 80% attendance rate of quarterly Oversight Committee meetings through 2013	1, 2(all), 3
		H.3. # of knowledge-sharing events completed	9 Knowledge Sharing and Capacity Building events related to Sustainable Communities by 2013	3, 4

FACTOR 3: LEVERAGING AND COLLABORATION

Established Working Partnerships

Successful implementation of TOD in Denver will require extensive collaboration between CCD and its partners. Working partnerships related specifically to TOD have been in place for over a decade and have solidified since 2006, when the City completed its TOD Strategic Plan and kicked off a series of station area plans and TOD-related activity. TOD Strategic Implementation partners have common goals, diverse and extensive experience and dedication to working collaboratively together to achieve outcomes. Key examples of success in these partnerships include:

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- CCD, with the help of recognized national TOD and equity experts, completed the Denver TOD Strategic Plan (2006)
- CCD, ULC, Enterprise and several private investors, including a grant from the Macarthur Foundation, established a \$15 million fund to acquire land for affordable housing near transit in Denver (2009 – 2010).
- DHA and CCD have collaborated over the past several years on planning and redevelopment of South Lincoln Park Homes at the 10th and Osage light rail station (2007 – 2010).

Two key partners – Urban Land Conservancy and Denver Housing Authority - are also sub-grantees, given their proven dedication to sustainable, equitable, transit-oriented development in Denver and their unique ability to successfully and expeditiously accomplish TOD Strategic Implementation outcomes. The commitment to DHA and ULC as sub-grantees is described in a Memorandum of Understanding (Attachment 1) signed by authorized signatories of all parties. Contingent upon receiving an award from HUD/DOT, CCD will establish contracts with DHA and ULC dictating the use of the sub-grant funds. This unique and powerful public-private collaboration is more fully described in the “Factor 4. Capacity” section.

Leveraging Commitment and Partner Support

The City of Denver and partner agencies have developed a significant pool of financial resources to leverage HUD/DOT funding, all of which meet HUD & DOT leveraging criteria. **The leverage ratio for the TOD Strategic Implementation Program is 73%, well above the 20% requirement.** Evidence of firm commitment for each resource has been documented in writing (Attachment 2). Letters of commitment include the organization name, the proposed level of commitment and the organization's responsibilities as they relate to the proposed project. In-kind contributions have been given a monetary value based on the local market value of promised goods/services. Cash leveraging includes \$2 million from the Better Denver Bond Program being spent on infrastructure improvements in the Federal Station area and \$5 million from the TOD Fund being spent on affordable housing land banking. Additional support for the Denver TOD Strategic Implementation Program by local, state and community organizations has been documented in letters of support, also listed in the table below. These letters are not included as an attachment due to page limit restrictions, but are available upon request.

Organization	Commitment	Financial Commitment Type	Letter of Support (LS) or Commitment (LC)
City and County of Denver (includes commitments by CPD and DPW)	\$680,679 + \$2,000,000	In-Kind + Cash	LC
Urban Land Conservancy (ULC)	\$100,000	In-kind	LC
Denver Housing Authority (DHA)	\$100,000 + \$25,000	In-Kind + Cash	LC
Enterprise Community Partners, Inc.	\$5,000,000	Cash	LC
Denver Public Health	\$9,000	In-kind	LC
Regional Transportation District	\$4,460	In-kind	LC
Denver Regional Council of Governments (DRCOG)	Program Support	--	LS
Denver Foundation – Strengthening Neighborhoods	Program Support	--	LS
Federal Boulevard Partnership	Program Support	--	LS

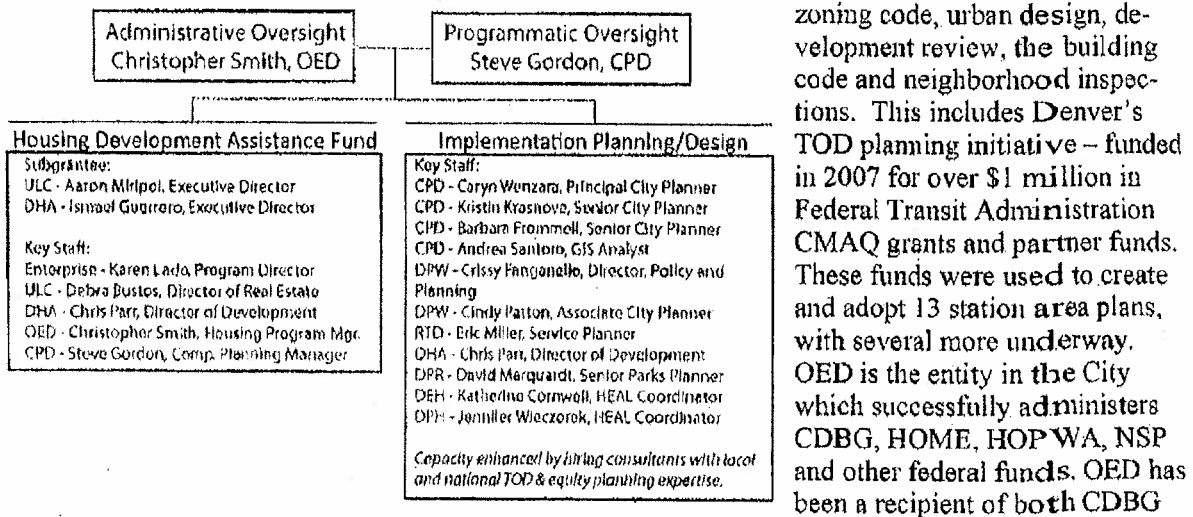
**PROPOSAL FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT'S COMMUNITY CHALLENGE
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LiveWell Westwood / University of Colorado	Program Support	--	LS
Denver City Council President and Council District 7	Program Support	--	LS
Denver Council District 1	Program Support	--	LS
Denver Council District 3	Program Support	--	LS
Denver Council District 9	Program Support	--	LS
Denver Council At-Large Member	Program Support	--	LS
Denver Council At-Large Member	Program Support	--	LS
TOTAL Leveraging Commitment	\$7,919,139		

Through this extensive and proven partnership, the TOD Strategic Implementation Program will facilitate redevelopment in a way that complements the region's significant investment in passenger rail and revitalizes the economically disadvantaged neighborhoods in west Denver. As a result of this proven partnership and HUD's investment into Denver's west side neighborhoods, west side residents will ultimately experience lower housing + transportation costs and a higher quality of life.

FACTOR 4 CAPACITY

Programmatic Capability and Past Performance: The City and County of Denver and its partners are poised to successfully implement the proposed activities and achieve the described outcomes. Experience with similar programs and projects such as the TOD Fund for Affordable Housing, Denver's TOD Initiative, master planning for the Lincoln Park Homes redevelopment and the New Zoning Code have prepared us for this very collaborative effort required on Denver's west side. All city agencies and partners mentioned in this application have the capacity to begin working on program activities within 120 days of award with existing, qualified staff, who have been working on TOD in Denver collectively for over 30 years. The City and County of Denver's Community Planning and Development Department is the applicant for Community Challenge Planning Grant/Tiger II funding. CPD will have responsibility for programmatic oversight, with assistance from OED in administering the Housing Development Assistance Fund. CPD oversees city planning, TOD planning and implementation, the



zoning code, urban design, development review, the building code and neighborhood inspections. This includes Denver's TOD planning initiative – funded in 2007 for over \$1 million in Federal Transit Administration CMAQ grants and partner funds. These funds were used to create and adopt 13 station area plans, with several more underway. OED is the entity in the City which successfully administers CDBG, HOME, HOPWA, NSP and other federal funds. OED has been a recipient of both CDBG

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and HOME funds since the programs began, and was recently awarded nearly \$19 million in NSP2 funds. Our key partners and subgrantees – ULC and DHA – were chosen due to our existing working relationships and because these organizations have great track records of successfully completing projects similar to the ones proposed in this application.

Procedures for allocating resources: The budget summarizes how the funds will be allocated by activity. The Housing Development Assistance Funds from the grant will be available for use up to \$750,000 each by the Denver Housing Authority and the Urban Land Conservancy to be used on eligible activities. Expenditures over \$50,000 must be presented to an Oversight Committee and approved by the City. Provisions are included in the MOU (Attachment 1) and will be included in the contracts to move funds among these entities if needed. CPD and DPW will be in charge of engaging TOD planning experts as consultants to conduct needed aspects of the planning and design work. CPD and DPW, together with partnering agencies, will determine scopes of work for individual activities as well as the amount of funds allocated to the prime contractor and any sub-contractors.

Affirmatively Furthering Fair Housing: Denver is committed to the goal of adequate housing for all its citizens and to affirmatively furthering fair housing opportunities. The City has developed written material explaining its programs for dissemination and will inform the public, owners, and potential tenants about Federal fair housing laws. These materials will display the “equal housing opportunity” slogan and logo. The City will continue to implement its Fair Housing Action Plan as recommended by the Analysis of Impediments to Fair Housing Choice.

Previous Experience and Similar Projects

Activity 1. Housing Development Assistance Fund

Experience with Similar Projects: Denver’s OED oversees distribution of \$64 million of NSP funds as well as other federal funds, and is set up to oversee sub-grants to DHA and ULC. ULC has invested over \$22 million in Denver real estate with its nonprofit partners, serving over 8,000 low and moderate income people annually. DHA provides affordable housing to more than 25,000 very low, low, and middle income individuals representing approximately 10,000 families in Denver. DHA’s recent development activity has introduced mixed-income, mixed-use product strategically implemented to revitalize key Denver neighborhoods. This fund will augment and add flexibility to Denver’s existing \$15 million TOD Fund, which is managed by Enterprise.

Applicant Staff Capacity: OED has a housing and grant administration staff of four who are available to provide input and administer the grant. The staff from OED and CPD that established the TOD Fund will work on the Housing Development Assistance Fund as well.

Partners Capacity: Enterprise Community Partners has two staff in Denver that worked extensively to establish the TOD Fund. ULC has an existing staff of six with extensive experience in real estate and affordable housing development. DHA has four staff in their development section.

Activity 2. Strategic Implementation through Planning and Design

Experience with Similar Projects: Denver’s strong history of collaborative, comprehensive planning creates a broad foundation for success with this TOD Strategic Implementation Program. Approximately 7 citywide planning efforts have taken place since Denver’s Comprehensive Plan was last updated in 2000, all of which lend support to HUD’s Six Livability Principles. *Blueprint Denver* (2002) and the TOD Strategic Plan (2006) create a base for TOD implementation. A total of 10 Station Area Plans have been adopted since 2007 with several more underway – each of which was developed with

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collaboration among CPD, DPW, DPR and OED. All station area plans identify opportunities for infill development and transit access improvements, which are clear goals of the planning activities proposed in this Program. General Development Plans similar to the one proposed for DHA's Sun Valley Homes in the Federal Station area have already been completed for Colorado Center Station and the Alameda Station. DHA also recently completed a Master Plan for the redevelopment of S. Lincoln Park Homes adjacent to the 10th and Osage Station. RTD has undertaken seven service enhancement studies, similar to the one proposed on the west side, in the last five years. The City has established partnerships with Denver Public Health and LiveWell Colorado to help bring Healthy Eating/Active Living education and recommendations into our planning processes.

Applicant Staff Capacity: CPD has 11 planners on staff responsible for overseeing the creation, adoption and implantation of plans. DPW has six planners on staff responsible for transportation and infrastructure policy and planning. DPR has one planner on staff responsible for parks planning in west Denver.

Partners Capacity: RTD has one service planner responsible for west side bus service and three staff members responsible for TOD Planning. DHA has a staff of four in their development section with experience in the S. Lincoln Homes Master Plan. DEH, DPH and LiveWell Westwood each have one staff member devoted to HEAL planning in west Denver.

Activity: 3. Capacity Building, Knowledge Sharing, and Cross-Cutting Policy Knowledge

Experience with Similar Projects: Denver has extensive experience in collaborative efforts and maintaining cross-trained coalitions, from its TOD Fund with multiple City departments and non-profit organizations to the city's own Office of Strategic Partnerships.

Applicant Staff Capacity: CPD has been collecting, analyzing and sharing data and lessons learned regarding TOD for four years. This includes participation in local, regional and national knowledge-sharing opportunities such as ULI and Railvolution, as well as support and dissemination of the AIA documentary, *Transit-Oriented Development: Reshaping the Great American City*.

Partners Capacity: Denver, DHA and ULC will build upon relationships with nationally recognized TOD and equity experts to help provide both the public and private sectors with an impartial, fact-based perspective on development-oriented transit and transit-oriented development.

Activity: 4. Public Outreach

Experience with Similar Projects: CPD, DPW, OED, and DHA always include extensive public outreach in plans and projects. As an example, for the 10th and Osage and Federal Station Area Plans, an extraordinary effort was made to include neighborhood residents and residents of the two public housing projects. This public involvement process also included language translation and help with meeting transportation. In April 2010, the Denver Regional Council of Governments awarded the City & County of Denver with its highest award for Community Outreach and Public Education, for its exceptional and creative efforts to inform and involve the public in educational campaigns about local government projects and issues.

Applicant Staff Capacity: CPD and DPW have staff (see above for numbers) highly experienced with public outreach.

Partners Capacity: DHA existing staff (see above for numbers) were involved in the 10th and Osage station area planning, 10th and Osage master planning, and Federal Station area planning and will be involved in the projects associated with this grant.

**URBAN LAND CONSERVANCY - TIGER II
DOT & HUD Community Challenge Grant
BUDGET NARRATIVE**

Planning grant will reimburse costs expended for land costs, predevelopment due diligence & planning costs for projects within 1/2 mile of transit stations and 1/4 mile of high frequency bus corridors
All funds must be expended by: Sept 15, 2013

Activity	Project Name	Location	Cost	Timeline
A. Land Acquisition				
Acquire 18,000 sq ft property near light rail station to help expand footprint and increase development potential of existing affordable housing redevelopment project; at least 120 units projected	Jody Apartments	West 10th & Sheridan Station	\$ 50,000	2011
Acquire remnant RTD land once parking garage adjacent to existing property - approx 17,000 sq ft	Jody Apartments	West 10th & Sheridan Station	\$ 50,000	2012
B. Unit Acquisition				
Acquire 22 units near transit to preserve affordable housing	Nettie Moore Apartments	West corridor	\$ 75,000	2011
Acquire 20 units near transit to preserve affordable housing	To Be Determined	To Be Determined	\$ 50,000	2012
C. Planning and Design				
Engage services of architect for site planning and schematic design (Jody)	Jody Apartments	West 10th & Sheridan Station	\$ 50,000	2012
Complete site infrastructure at mixed use site on Colfax Avenue	Mile High Visa (Mixed Use)	West Colfax Avenue, between Knowlton & Decatur/Federal light rail stations	\$ 300,000	2011
Engage services of architect for site massing/planning	To Be Determined	To Be Determined	\$ 35,000	2011
D. Predevelopment/Soft Costs/Holding Costs				
Predevelopment due diligence costs to acquire and during holding period, i.e., third party reports, loan interest costs, taxes/insurance. Projected units: 80 workforce apartment homes	Mile High Visa	West Colfax Avenue, between Knowlton & Decatur/Federal light rail stations	\$ 50,000	2011
Predevelopment due diligence / holding costs related to acquisition of site	Nettie Moore Apartments	West Corridor	\$ 45,000	2012
Predevelopment due diligence costs related to acquisition of site	To Be Determined	To Be Determined	\$ 45,000	2012/2013
			Total Budget	\$ 750,000

Activity 1 - Housing Development Assistance Fund

(Time periods for each project deliverable are based on the execution date of the grant - to start March 1, 2011)

<p>Liability Prerequisite(s) Addressed</p>	<p>A, B, C, D, E, F</p>
<p>Long Term Outcomes Desired All program Outcomes are listed. Bold means the outcome is applicable to this activity within the TOD Strategic Implementation Program.</p>	<p>A. Travel changes, such as changes in mode share or vehicle miles traveled per capita. B. Impact on affordability and accessibility, including the supply of affordable housing units, household transportation costs, or proportion of low- and very-low income households within a 30-minute transit commute of major employment centers. C. Economic development, including infill development or recycled parcels of land or private sector investment along a project or corridor. D. Improvement to the state of repair of infrastructure. E. Environmental benefits, such as greenhouse gas or criteria pollutant emissions, air consumption and recreational areas / open space preserved. F. Increased participation and decision-making... by populations traditionally marginalized in public planning processes. G. Improve access to healthy food, consistent with HUD FY 2010-2015 Strategic Plan Subgoal 4a: Catalyze economic development and job creation while enhancing and preserving community assets. H. Local emulation of the federal partnership consistent with HUD FY 2010-2015 Strategic Plan Sub-goal 4b: Build capacity of local state and regional public and private organizations</p>

Specific Steps to be Taken (Scope of Work)	6 months	12 months	24 months	36 months
Fund Created	31-Aug-11			
Contracts Signed with OED, ULC & DHA	31-Aug-11			
Setup of HOAF Oversight Committee and regular meeting schedule (quarterly)	31-Aug-11			
Review rules and regulations; identify list of eligible predevelopment activities	31-Aug-11			
Identify criteria that Oversight Committee will use when choosing whether or not to fund activities over \$50,000	31-Aug-11			
All Funds Obligated to either DHA or ULC			31-Mar-13	
All funds drawn down				31-Jun-14

Measure of Progress (aka Performance Measures) and Anticipated Progress (aka Benchmarks) - Linked to Specific Outcomes above	6 months	12 months	24 months	36 months
B.1. Initiate the preservation and/or development of 9,000 affordable west side units within one-half mile of transit by 2013.				
F.1. 2,000 plan stakeholders representing west side neighborhoods and interests will be reached by 2013.				
H.2. Regular attendance (80%) of quarterly HOAF Oversight Committee meetings and Partner Work Sessions through 2013	X	X	X	X

Evaluation Strategies	6 months	12 months	24 months	36 months
For B.1: Collect data for Logic Model Input from DHA, ULC and other affordable housing partners on the west corridor to track affordable unit creation/preservation		X	X	X
For F.1: Collect sign-in sheets for relevant meetings, including meetings between DHA and current Sun Valley residents	X	X	X	X
For H.2: Record attendance for all scheduled partner meetings as well as special meetings regarding specific HOAF fund discussions.	X	X	X	X

ATTACHMENT G

2011 HUD Community Challenge Grant

EXHIBIT B

FINANCIAL ADMINISTRATION:

1.1 Compensation and Methods of Payment

1.1.1 Disbursements shall be processed through the BHS Financial Management Unit and the City and County of Denver's Department of Finance.

1.1.2 The method of payment to the Contractor by BHS shall be in accordance with established Financial Management Unit (FMU) procedures for line-item reimbursements. The Contractor must submit expenses and accruals to BHS on or before the last day of each month for the previous month's activity. Voucher requests for reimbursement of costs should be submitted on a regular and timely basis in accordance with BHS policies. Vouchers should be submitted within thirty (30) days of the actual service, expenditure or payment of expense, except for the final voucher for reimbursement.

1.1.3 The Contractor shall submit the final voucher for reimbursement no later than **forty-five (45) days after the end of the contract period.**

1.1.4 The Contractor shall be reimbursed for services provided under this Agreement according to the approved line-item reimbursement budget attached to and made a part of this Agreement (Exhibit A).

1.2 Vouchering Requirements

1.2.1 In order to meet Federal Government requirements for current, auditable books at all times, it is required that all vouchers be submitted monthly to BHS in order to be paid.

a. The first exception will be that expenses cannot be reimbursed until the funds under this contract have been encumbered.

b. The second exception will be that costs cannot be reimbursed until they total a minimum of \$35 unless it is a final payment voucher, or the final voucher for the fiscal year (ending December 31).

1.2.2 No more than six (6) vouchers may be submitted per contract per month, without prior approval from BHS.

1.2.3 All vouchers for all Agreements must be correctly submitted within forty-five (45) days of the Agreement end date to allow for correct and prompt closeout.

1.2.4 City and County of Denver Forms shall be used in back-up documents whenever required in the Voucher Processing Policy.

1.2.5 Only allowable costs determined in accordance with the OMB cost principles applicable to the organization incurring the cost will be reimbursed.

1.2.6 The reimbursement request, or draw request, for personnel and non-personnel expenses should be submitted to the City on a monthly basis, no later than the last day of the following month for expenses incurred in the prior month. The request for reimbursement should include:

- a. Amount of the request in total and by line item;
- b. Period of services for current reimbursement;
- c. Budget balance in total and by line item;
- d. Authorization for reimbursement by the contract signatory (i.e., executive director or assistant director).

1.2.7 If another person has been authorized by the Contractor to request reimbursement for services provided by this contract, then the authorization should be forwarded in writing to BHS prior to the draw request. The standardized BHS "Expense Certification Form" should be included with each payment request to provide the summary and authorization required for reimbursement.

1.3 Payroll

1.3.1 A summary sheet should be included to detail the gross salary of the employee, amount of the salary to be reimbursed, the name of the employee, and the position of the employee. If the employee is reimbursed only partially by this contract, the amount of salary billed under other contracts with the City or other organizations should be shown on the timesheet as described below. Two items are needed for verification of payroll—1) the amount of time worked by the employee for this pay period; and 2) the amount of salary paid to the employee, including information on payroll deductions.

1.3.2 The amount of time worked will be verified with timesheets. The timesheets must include the actual hours worked under the terms of this contract, and the actual amount of time worked under other programs. The total hours worked during the period must reflect all actual hours worked under all programs including leave time. The employee's name, position, and signature, as well as a signature by an appropriate supervisor, or executive director, must be included on the timesheets. If the timesheet submitted indicates that the employee provided services payable under this contract for a portion of the total time worked, then the amount of reimbursement requested must be calculated and documented in the monthly reimbursement request.

1.3.3 A payroll register or payroll ledger from the accounting system will verify the amount of salary. Copies of paychecks are acceptable if they include the gross pay and deductions.

1.4 Fringe Benefits

1.4.1 Fringe benefits paid by the employer can be requested by applying the FICA match of 7.65 percent to the gross salary paid under this contract. Fringe benefits may also include medical plans, retirement plans, workmen's compensation, and unemployment insurance. Fringe benefits that exceed the FICA match may be documented by 1) a breakdown of how the fringe benefit percentage was determined prior to first draw request; or, 2) by submitting actual invoices for the fringe benefits. If medical insurance premiums are part of the estimates in item #1, one-time documentation of these costs will be required with the breakdown. Payroll taxes may be questioned if they appear to be higher than usual.

1.5 General Reimbursement Requirements:

- a. **Invoices:** All non-personnel expenses need dated and readable invoices. The invoices must be from a vendor separate from the Contractor, and must state what goods or services were provided and the delivery address. Verification that the goods or services were received should also be submitted, this may take the form of a receiving document or packing slips, signed and dated by the individual receiving the good or service. Copies of checks written by the Contractor, or documentation of payment such as an accounts payable ledger which includes the check number shall be submitted to verify that the goods or services are on a reimbursement basis.
- b. **Mileage:** A detailed mileage log with destinations and starting and ending mileage must accompany mileage reimbursement. The total miles reimbursed and per mile rate must be stated. Documentation of mileage reimbursement to the respective employee must be included with the voucher request.
- c. **Pager/Cell Phone:** Written statement from executive director will be required certifying that cell phone is necessary and reasonable to run the program. And, if the monthly usage charge is exceeded in any month, a detailed phone log will be required for the amount of the overage.
- d. **Administration and Overhead cost:** Other non-personnel line items, such as administration, or overhead need invoices, and an allocation to this program documented in the draw request. An indirect cost rate can be applied if the Contractor has an approved indirect cost allocation plan. The approved indirect cost rate must be submitted to and approved by BHS.
- e. **Service Period and Closeout:** All reimbursed expenses must be incurred during the time period within the contract. The final payment request

must be received by BHS within forty-five (45) days after the end of the service period stated in the contract.

2.1 Program Income:

2.1.1 Program income includes, without limitation, income from fees for services performed, from the use or rental of real or personal property acquired with contract funds, from the sale of commodities or items fabricated under a contract agreement, and from payments of principal and interest on loans made with contract funds.

2.1.2 Program income may be deducted from total allowable costs to determine net allowable costs and may be used for current reimbursable costs under the terms of this contract. Program income which was not anticipated at the time of the award may be used to reduce the award contribution rather than to increase the funds committed to the project. ALL PROGRAM INCOME GENERATED DURING ANY GIVEN PERIOD SUBMITTED FOR PAYMENT SHALL BE DOCUMENTED ON THE VOUCHER REQUEST.

2.1.3 The Contractor, at the end of the program, may be required to remit to the City all or a part of any program income balances (including investments thereof) held by the Contractor (except AS APPROVED IN WRITING BY BHS, INCLUDING those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for section 108 security needs), unless otherwise directed in writing by BHS.

3.1 Financial Management Systems

The Contractor must maintain financial systems that meet the following standards:

3.1.1 Financial reporting must be accurate, current, and provide a complete disclosure of the financial results of financially assisted activities and be made in accordance with federal financial reporting requirements.

3.1.2 Accounting records must be maintained which adequately identify the source and application of the funds provided for financially assisted activities. The records must contain information pertaining to contracts and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. Accounting records shall provide accurate, separate, and complete disclosure of fund status.

3.1.3 Effective internal controls and accountability must be maintained for all contract cash, real and personal property, and other assets. Adequate safeguards must be provided on all property and it must be assured that it is used solely for authorized purposes.

3.1.4 Actual expenditures or outlays must be compared with budgeted amounts and financial information must be related to performance or productivity data, including the development of cost information whenever appropriate or specifically required.

3.1.5 Applicable Office of Management and Budget (OMB) cost principles, agency program regulations, and the terms of the agreement will be followed in determining the reasonableness, allowability and allocability of costs.

3.1.6 Source documents such as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, etc. shall be provided for all disbursements. The Contractor will maintain auditable records-i.e., records must be current and traceable to the source documentation of transactions.

3.1.7 The Contractor shall maintain separate accountability for BHS funds as referenced in 24 C.F.R. 85.20 and OMB Circular A-110.

3.1.8 The Contractor must properly report to Federal, State, and local taxing authorities for the collection, payment, and depositing of taxes withheld. At a minimum, this includes Federal and State withholding, State Unemployment, Worker's Compensation (staff only), City Occupational Privilege Tax, and FICA.

3.1.9 A proper filing of unemployment and worker's compensation (for staff only) insurance shall be made to appropriate organizational units.

3.1.10 The Contractor shall participate, when applicable, in BHS provided staff training sessions in the following financial areas including, but not limited to (1) Budgeting and Cost Allocation Plans; (2) Vouchering Process.

4.1 Audit Requirements

4.1.1 If the Contractor expends five hundred thousand dollars (\$500,000) or more of federal awards in the Contractor's fiscal year, the Contractor shall ensure that it, and its sub recipients(s), if any, comply with all provisions of the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations."

4.1.2 A copy of the final audit report must be submitted to the BHS Financial Manager within the earliest of thirty (30) calendar days after receipt of the auditor's report; or nine (9) months after the end of the period audited.

4.1.3 A management letter, if issued, shall be submitted to BHS along with the reporting package prepared in accordance with the Single Audit Act Amendments and OMB Circular A-133. If the management letter is not received by the sub recipient at the same time as the Reporting Package, the Management Letter is also due to BHS within thirty (30) days after receipt of

the Management Letter, or nine (9) months after the end of the audit period, whichever is earlier. If the Management Letter has matters related to BHS funding, the Contactor shall prepare and submit a Corrective Action Plan to BHS in accordance with 24 C.F.R. Part 45 for each applicable management letter matter.

4.1.4 All audit related material and information, including reports, packages, management letters, correspondence, etc. shall be submitted to **BHS Financial Management Unit**.

4.1.5 The Contractor will be responsible for all Questioned and Disallowed Costs.

4.1.6 The Contractor may be required to engage an audit committee to determine the services to be performed, review the progress of the audit and the final audit findings, and intervene in any disputes between management and the independent auditors. The Contractor shall also institute policy and procedures for its sub recipients that comply with these audit provisions, if applicable.

5.1 Budget Modification Requests

5.1.1 Minor modifications to the services provided by the Contractor or changes to each line item budget equal to or less than a ten percent (10%) threshold, which do not increase the total funding to the Contractor, will require only notification to BHS with the next monthly draw. Minor modifications to the services provided by Contractor, or changes to each line item budget in excess of the ten percent (10%) threshold, which do not increase the total funding to Contractor, may be made only with prior written approval by BHS. Such budget and service modifications will require submittal by Contractor of written justification and new budget documents. All other contract modifications will require an amendment to this Agreement executed in the same manner as the original Agreement.

5.1.2 The Contractor understands that any budget modification requests under this Agreement must be submitted to BHS prior to the last Quarter of the Contract Period, unless waived in writing by the BHS Director.

6.1 Procurement:

6.1.1 The Contractor shall follow the City Procurement Policy to the extent that it requires that at least three (3) documented quotations be secured for all purchases or services (including insurance) supplies, or other property that costs more than five thousand dollars (\$5,000) in the aggregate.

6.1.2 The Contractor will maintain records sufficient to detail the significant history of procurement. These records will include, but are not limited to the

following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

6.1.3 If there is a residual inventory of unused supplies exceeding five thousand dollars (\$5,000) in total aggregate upon termination or completion of award, and if the supplies are not needed for any other federally sponsored programs or projects the Contractor will compensate the awarding agency for its share.

7.1 Bonding

7.1.1 BHS may require adequate fidelity bond coverage, in accordance with 24 C.F.R. 84.21, where the subrecipient lacks sufficient coverage to protect the Federal Government's interest.

8.1 Records Retention

8.1.1 The Contractor must retain for five (5) years financial records pertaining to the contract award. The retention period for the records of each fund will start on the day the single or last expenditure report for the period, except as otherwise noted, was submitted to the awarding agency.

8.1.2 The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access, upon reasonable notice, to any pertinent books, documents, papers, or other records which are pertinent to the contract, in order to make audits, examinations, excerpts, and transcripts.

9.1 Contract Close-Out

9.1.1 All Contractors are responsible for completing required BHS contract close-out forms and submitting these forms to their appropriate BHS Contract Specialist within sixty (60) days after the Agreement end date, or sooner if required by BHS in writing.

9.1.2 Contract close out forms will be provided to the Contractor by BHS within sixty (60) days prior to end of contract.

9.1.3 BHS will close out the award when it determines that all applicable administrative actions and all required work of the contract have been completed. If Contractor fails to perform in accordance with this Agreement, BHS reserves the right to unilaterally close out a contract, "unilaterally close" means that no additional money may be expended against the contract.

10.1 Collection of amounts due:

10.1.1 Any funds paid to a Contractor in excess of the amount to which the Contractor is finally determined to be entitled under the terms of the award

constitute a debt to the Federal Government and the City. If not paid within a reasonable period after demand, BHS may 1) Make an administrative offset against other requests for reimbursements, 2) Withhold advance payments otherwise due to the Contractor, or 3) other action permitted by law.



CERTIFICATE OF LIABILITY INSURANCE

OP ID: CH

DATE (MM/DD/YYYY)

08/04/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jewell Insurance Associates 8480 E. Orchard Road, Ste 5500 Greenwood Village, CO 80111 Richard L. Rohrer, CPCU, CIC		303-740-8101 303-740-8019	CONTACT NAME: Celeste Hastings PHONE (A/C, No, Ext): 303-740-8101 FAX (A/C, No): 303-362-6369 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: URBALAN
INSURED Urban Land Conservancy Debra Bustos 305 Park Avenue West Suite B Denver, CO 80202	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Insurance Company		
	INSURER B: Pinnacol Assurance		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDD. SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	PHPK729166	06/05/11	06/05/12	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY		PHPK729166	06/05/11	06/05/12	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> HIRED AUTOS		PHPK729166	06/05/11	08/05/12	\$
A	<input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK729166	06/05/11	08/05/12	\$
A	UMBRELLA LIAB		BINDER	06/05/11	06/05/12	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N <input type="checkbox"/>	4025519	01/01/11	01/01/12	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Directors & Office		EPP8184460	11/30/10	11/30/11	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City and County of Denver, its elected and appointed officials, employees and volunteers are included as Additional Insured with respect to General Liability and Automobile Liability. A Waiver of Subrogation applies in favor of The City and County of Denver for General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

CCCCCCC

City and County of Denver
 Office of Economic Development
 201 W. Colfax, Dept. 1005
 Denver, CO 80202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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