

AGREEMENT
PART I

THIS AGREEMENT (this "Agreement"), in two parts, Part I and Part II, 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 **NORTHEAST DENVER HOUSING CENTER, INC.**, a Colorado non-profit corporation (the "Contractor"), whose address is 1735 Gaylord Street, Denver, Colorado 80206.

11-428

WITNESSETH

WHEREAS, the City desires to provide funds to provide lead-based paint testing and abatement in housing units and elevated blood level testing on children; and

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

NOW THEREFORE, in consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions in Part II of this Agreement, the parties agree as follows:

1. SERVICES TO BE PROVIDED: The Contractor agrees to carry out the program services described in **Exhibit A** entitled "Scope of Services," and **Exhibit B** entitled "Financial Administration," and the budget contained therein, 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. Exhibits A and B are attached hereto and incorporated herein by this reference as if fully set forth herein. Changes to the services described in Exhibit A may be approved in writing by the Director of the City's Office of Economic Development ("OED"), or his or her designee, provided the changes do not (i) extend the term of this Agreement, (ii) increase the amount payable hereunder as identified in Section 3 below, or (iii) constitute a major modification of this Agreement under applicable federal law. In the event of any conflict between the terms and conditions contained in this document and those contained in Exhibits A and B, which cannot be resolved so as to give effect to both or all provisions, then the terms and conditions contained in this document shall be deemed to be controlling over those in Exhibits A and B.

2. **TIME OF PERFORMANCE:** This Agreement shall begin on April 1, 2011, and end on March 31, 2014, unless such time is extended by written agreement of the parties, executed in the same manner as this Agreement.. The term of this Agreement and the provisions herein shall automatically be extended to cover any additional time period during which the Contractor remains in control of Community Development Block Grant ("CDBG") funds or other CDBG assets, including program income.

3. **COMPENSATION:** The amount to be paid by the City to the Contractor shall not exceed Two Million Two Hundred Seventy-Six Thousand Nine Hundred Thirty-Four Dollars (\$2,276,934.00). 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 as an applicable cost under the CDBG Agreements referred to below. Funds will be released to the Contractor in accordance with the budget and other requirements set forth in Exhibits A and B. The parties agree that (i) the City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

4. **RECORDS AND REPORTS:** Contractor will provide OED with records and reports as further detailed in Exhibits A and B.

5. **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, the Contractor 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.

6. **DEFENSE & INDEMNIFICATION:**

A. Contractor 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 and until such Claims have been specifically determined by the trier of fact to be due to the 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 Contractor 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. Contractor'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. Contractor'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. Contractor 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 Contractor under the terms of this indemnification obligation. The Contractor 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.

7. **CONTRACTOR'S INSURANCE:**

A. GENERAL CONDITIONS: Contractor 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. Contractor 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, Contractor 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 Contractor. Contractor 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 Contractor. The Contractor 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: Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverage. Contractor 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 Contractor’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, Contractor and subcontractor’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, Contractor’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 Contractor. Contractor 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. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY INSURANCE: Contractor 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. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor'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 Contractor executes this Agreement.

G. COMMERCIAL GENERAL LIABILITY: Contractor 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: Contractor 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) Contractor 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 Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

8. **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.

9. **EXAMINATION OF RECORDS**: The Contractor agrees that any duly authorized representative of the City or the United States shall, until the expiration of five (5) years after the final payment under this Agreement, or such longer period as may be required due to an audit finding, have access to and the right to examine any books, documents, papers and records of the Contractor, involving transactions related to this Agreement.

10. **COUNTERPARTS OF THE AGREEMENT**: This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement, and all of which taken together shall constitute one and the same instrument.

11. **ASSIGNMENT AND SUBCONTRACTING**: The City shall not be obligated or liable under this Agreement to any party other than the Contractor named herein. The Contractor understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the City to such assignment or subcontracting; and, in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between the City and such assignee or subcontractor, and the Contractor herein named shall in any and all events be and remain responsible to the City according to the terms of this Agreement.

12. **NO THIRD PARTY BENEFICIARY**: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and the Contractor, and nothing contained in this

Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

13. **CONFLICT OF INTEREST:** The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein and the Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter provisions 1.2.9 and 1.2.12. This Agreement is further subject to the federal conflict of interest requirements set forth in Part II.

14. **STATUS OF CONTRACTOR:** It is understood and agreed that the status of the Contractor shall be that of an independent contractor and of a person retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.2(C) of the Charter of the City and it is not intended, nor shall it be construed, that the Contractor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever.

15. **CONDITIONS:**

A. This Agreement is subject to and incorporates herein the provisions attached hereto as Part II, General Conditions and 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., and the CDBG Agreements entered into by and between the City and HUD. Additionally, this Agreement is subject to the City's Charter and all applicable City ordinances, as the same may be amended from time to time.

16. **LEGAL AUTHORITY:**

A. Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.

B. The person or persons signing and executing this Agreement on behalf of Contractor do hereby warrant and guarantee that he/she or they have been fully authorized by

Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

C. The City shall have the right, at its option to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement. The City shall not be obligated to Contractor for any performance of the provisions of this Agreement in the event that the City has suspended or terminated this Agreement as provided in this Section.

17. **TERMINATION:** This Agreement may be terminated as provided in Part II.

18. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

A. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Agreement, or if due to changed circumstances the Contractor 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.

19. **PUBLICATIONS/ANNOUNCEMENTS:** Contractors using radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other marketing methods funded by OED or publicizing activities funded by OED shall first receive

approval from OED. In any event, all such publicizing activities must include the following statement: "The funding source for this activity is the City and County of Denver, Office of Economic Development."

20. CONTRACT MONITORING: The Contractor shall be subject to various monitoring and evaluation requirements to assure compliance with applicable federal requirements and that performance goals are being achieved. The Contractor's performance may be reviewed monthly, or more often, by the appropriate operational unit at OED which has program management responsibility. All records required to perform such monitoring shall be made available to the authorized OED staff by the Contractor. All reports submitted by the Contractor shall be utilized as part of the evaluation of Contractor's performance hereunder. All reviews shall be conducted in accordance with internal OED procedures. Procedures will be available to the Contractor prior to any review. The Contractor is further subject to a final program audit. The City Auditor reserves the right to select the audit firm. The Contractor shall provide all requested records to the auditing personnel. The Audit Guide will be the basis of the performance of the audit. The Contractor agrees to abide by the administrative procedures of OED regarding the resolution of audit exceptions.

21. ENFORCEMENT: If the Contractor materially fails to comply with the terms of this Agreement, or the terms any other agreement between the City and Contractor, the City may take one or more of the following actions:

A. Temporarily withhold cash payments pending correction of the deficiency by the Contractor or more severe enforcement action.

B. Disallow (that is deny use of funds) all or part of the cost of the activity or actions not in compliance.

C. Wholly or partially suspend or terminate the current award for the Contractor's program.

D. Pursue any other remedies that may be legally available.\

22. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance").

B. The Contractor 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 the E-Verify Program, as defined in § 8-17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor 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 subcontractor that fails to certify to the Contractor 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 the E-Verify Program.

(4) It is prohibited from using the E-Verify Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three (3) days. The Contractor will also then terminate such subcontractor if within three (3) days after such notice the subcontractor does not stop employing or contracting with the illegal alien, unless during such three-day period the subcontractor provides information to establish that the 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., or the City Auditor, under authority of D.R.M.C. 20-90.3.

D. The Contractor is liable for any violations as provided in the Certification Ordinance. If Contractor violates any provision of this section or the Certification Ordinance, the City may terminate this Agreement for a breach of the Agreement. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the City. Any such termination of a contract due to a violation of this section or the Certification Ordinance may also, at the discretion of the City, constitute grounds for disqualifying Contractor from submitting bids or proposals for future contracts with the City.

23. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS: The Contractor shall cooperate and comply with the provisions of Executive Order 94 concerning the use, possession or sale of alcohol or drugs. Violation of this provision can result in the City terminating the Agreement or barring the Contractor from City facilities or from participating in City operations. The Contractor shall cooperate and comply with the provisions of 24 CFR § 21 regarding a Drug-Free Workplace.

24. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS: Contractor 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.”

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IN WITNESS WHEREOF, the City and the Contractor have executed, through their lawfully empowered representatives, this Agreement as of the date above first written.

ATTEST:

CITY AND COUNTY OF DENVER:

By: _____
STEPHANIE Y. O'MALLEY,
Clerk and Recorder, Ex-Officio
Clerk of the City and County of Denver

By: _____
MAYOR

RECOMMENDED AND APPROVED:

By: _____
Office of Economic Development

APPROVED AS TO FORM:

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

REGISTERED AND COUNTERSIGNED:

By: _____
Manager of Finance
Contract Control No. GE11037

By: _____
Assistant City Attorney

By: _____
Auditor

"CITY"

NORTHEAST DENVER HOUSING
CENTER, a Colorado non-profit corporation
Taxpayer (IRS) I.D. No. 84-0909291

By: _____
Name: BETABELHA MEKOUNGU
(please print)
Title: EXECUTIVE DIRECTOR

"CONTRACTOR"

Exhibit A: Scope of Services
Exhibit B: Financial Administration
Exhibit C: Certificate of Insurance
Part II

Exhibit "A"
DIVISION OF BUSINESS & HOUSING SERVICES (BHS)

NORTHEAST DENVER HOUSING CENTER (NDHC)
SCOPE OF SERVICES
LEAD-BASED PAINT HAZARD CONTROL
Neighborhood Improvements CPS# 16

I. INTRODUCTION

The purpose of this agreement is to provide a grant in the amount of \$2,276,934 to Northeast Denver Housing Center for Lead-based Paint Hazard Control. This grant will be carried out as described in the attached U.S. Department of Housing and Urban Development Grant Agreement, Work Plan and Budget (attachments "A", "A-1", "B" and "C" respectively).

Funding: Federal Dollars – Lead-based Paint Hazard Control Grant (\$2,023,188) and CDBG (\$253,746)

CFDA#: 14.900 (LBPHC) and 14.218 (CDBG)

National Objective: LMH: Low-Mod Housing

Eligible activity: 570.202(b)(7)(iv) – Procedures concerning inspection and testing for and abatement of lead-based paint

Matrix Code: 14I: Lead Based Paint

Accomplishment Code: 10: Housing Units

Proposed #: 120

Contractor: Northeast Denver Housing Center
1735 Gaylord St.
Denver, CO 80206

EIN: 84-0909291

DUNS: 149389306

Contact: Dominique Acevedo
dacevedo@nedenverhousing.org
303-399-9337

Contract Period: March 1, 2011 through February 28, 2014

CD'S: Target Areas: Northeast Park Hill, Elyria/ Swansea, Cole, Globeville, Sunnyside, Clayton, Whittier, Highlands, Sun Valley, West Colfax, Villa Park, Valverde, Barnum, Athmar Park, Westwood, Mar Lee, Auraria/ Lincoln Park

Homeless Benefit: No **Faith-based/Community Initiative:** No

1. Period of Performance

Lead-hazard control work period of performance: April 1, 2011 – March 31, 2014. Administrative report preparation and related billings eligible until March 31, 2014. Time extensions may be extended upon approval by HUD.

2. Method of Payment and Reporting Requirements

Payment shall be made monthly by the City upon submission of a request for payment accompanied by appropriate supporting documentation. Submit payment requests to the City by the fifteenth day of each month.

Documentation to be included with pay requests:

1. Cover sheet showing previous grant balance, amount requested per line item and grant balance after payment. A form can be provided for this purpose.
2. Time sheets, showing hours worked, for each employee for whom salaries are covered under this contract, signed by the employee and designated supervisor.
3. Copies of paystubs, autopay statements or payroll service reports for each employee for whom salaries are covered under this contract.
4. Reporting as described in the attached grant agreement.

Fringe benefits can be requested by applying the percentage stated in the contract to total wages. If the fringe percentage exceeds the 7.65% automatically allowed for FICA match, a breakdown of what items are included in the fringe percentage is required before the first request can be paid from the contract.

For all non-personnel expenses, provide dated and readable invoices (not statements) or receipts. This applies to specific non-personnel line items or line items identified only as administration or overhead.

If mileage is included in the contract, a detailed mileage log with destinations and starting and ending mileage is needed.

Reimbursement and reporting requirements are outlined in attached Exhibit "B".

ATTACHMENT "A-1"

HOUSING AND URBAN DEVELOPMENT, OFFICE OF HEALTY HOMES AND LEAD HAZARD CONTROL GRANT PROGRAMS

GRANT AGREEMENT PROVISIONS

(FISCAL YEAR 2010) SCHEDULE OF ARTICLES

1. DEFINITIONS
2. SCOPE OF WORK (COST-REIMBURSEMENT)
3. PERIOD OF PERFORMANCE
4. ** GRANTEE CERTIFICATION PROGRAM REQUIREMENTS (SPECIAL CLAUSE)
5. CONDUCT OF WORK
6. KEY PERSONNEL
7. HUD'S RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES
8. PROGRAM INCOME
9. INDIRECT COSTS
10. AMOUNT OF COST SHARE (ESTIMATED COST AND PAYMENT - MATCHING)
11. BUDGET
12. ADVANCE PAYMENT BY TREASURY CHECK OR ELECTRONIC FUNDS TRANSFER
13. ESTIMATED COST AND PAYMENT - LINE OF CREDIT CONTROL SYSTEM (LOCCS)
14. CERTIFICATION REGARDING PARTIES EXCLUDED FROM PROCUREMENTS
15. REVIEW OF DELIVERABLES INSPECTION AND ACCEPTANCE
16. COLLECTION OF DATA
17. LIMITATION ON CONSULTANT PAYMENTS
18. PUBLICATIONS AND NEWS RELEASES
19. REPRODUCTION OF REPORTS
20. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)
21. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OVER \$100,000)
22. PROJECT MANAGEMENT SYSTEM

23. EQUIPMENT
 24. AMENDMENTS
 25. CHANGES
 26. DISPUTES
 27. ORDER OF PRECEDENCE
 28. OTHER ADMINISTRATIVE PROVISIONS
 29. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS
 30. CERTIFICATION PROHIBITING EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS
 31. ** SPECIAL CONDITIONS CLAUSES THE LEAD BASED PAINT HAZARD CONTROL GRANT PROGRAM.
 32. ** SPECIAL CONDITIONS CLAUSES OTHER OHHLHC GRANT PROGRAMS.
- ** NOTE: UNIQUE CLAUSES-CONTAIN SPECIAL REQUIREMENTS FOR ALL PROGRAMS CONDUCTING LEAD HAZARD EVALUATION OR CONTROL ACTIVITIES - PLEASE READ

1. DEFINITIONS

- a) The term "grant" as used herein refers to either a grant or a cooperative agreement instrument.
- b) The term "grantee" as used herein also refers to recipients of cooperative agreements.
- c) The term "Grant Officer" means the official authorized by HUD to execute and/or administer this grant. This term also refers to a Cooperative Agreement Officer when the instrument is a cooperative agreement.
- d) The term "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.
- e) The term "Government Technical Monitor (GTM)" means the individual responsible for assisting a Government Technical Representative in the latter's performance of his/her duties.
- f) The term "Head of the Awarding Activity (HAA)" means a HUD official, at the Assistant Secretary level or equivalent, with authority for policy, award, and administration of discretionary grants within one or more HUD organizational elements. For this grant, the HAA is the Director of the Office of Healthy Homes Lead Hazard Control.
- g) The term "Guidelines" refers to the definitions, standards and information contained in the 2005 edition of the guide entitled "Guidelines for the Evaluation and Control of Lead-Based Paint in Housing" HUD. The guidelines are incorporated by reference.
- h) The term "OHHLHC" means the HUD Office of Healthy Homes and Lead Hazard Control.
- i) The term "NOFA" means the Notice of Funding Availability which announced the availability of funding for this grant.

2. SCOPE OF WORK (COST-REIMBURSEMENT)

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 Statement of Work/Management and Work Plan and Benchmark schedule submitted with your original application under the NOFA for Fiscal Year 2010.

Management and Work Plan (with Benchmark Standards), Deliverables and Budget.

The Grantee shall complete and submit a detailed management and work plan (with Benchmark Standards), Deliverables and Budget within 60 days after the effective date of the grant. These revisions shall update the general plan submitted with the proposal and include any negotiation changes of the work plan or budget if applicable. The plan shall be developed according to the instructions and benchmark standards that will be provided by the Government Technical Representative for the grant program as applicable. Instructions for the Lead Hazard Control Program and Healthy Homes programs are provided as follows:

For the Lead Hazard Control Grant Program, use OHHLHC Policy Guidance Number 2001-03 "Revised Quarterly Progress Reporting Requirements" dated October 1, 2001, as amended, and/or guidance from the GTR.

The plan for the Healthy Homes Programs, should be prepared pursuant to the following outline:

- I. Background
- II. Project Goals and Objectives
- III. Project Tasks
- IV. Reporting and Deliverables
- V. Project Budget
- VI. Appendices

The estimated number of housing units and structures in which evaluation and/or intervention activities are expected to take place should be included in the project goals and objectives section. Objectives of research components of the grant should be stated in terms of testable hypothesis in the work plan when possible.

Tasks should be arranged sequentially or in a logical order within the work plan, and include supportive activities. The entity responsible for each task should be identified, and the timeframe for its completion stated. The tasks section should also include a discussion of the roles and responsibilities of the appropriate organizations that will be involved in completing the Institution Review Board review related to the protection of human subjects under this grant.

For recipients of all other OHHLHC programs, please contact your Government Technical Representative to get specific instructions.

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. Benchmark standards (milestones) have 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). The work plan shall also include a detailed narrative description of how assistance and funding will flow from the grantee to the actual performers of the hazard reduction work; the selection process for sub grantees and subcontractors; the selection process for the particular properties to be abated, the lead hazard control activities to be undertaken, and the screening, health, and other measures to be taken to protect children and other occupants. Where there is interdependence among the tasks, the work plan shall indicate how each interdependent task will provide needed inputs to the others. (Also, see Article 22, Project Management System – Work Plan).

The revisions to the management and work plan deliverables and budget shall be submitted by December 1, 2005 and are subject to review and approval by HUD. When approved by the GTR and the Grant Officer, the work plan, deliverables and budget shall be incorporated as part of the grant agreement and amended/modified accordingly.

3. PERIOD OF PERFORMANCE AND INCURRING COSTS OR OBLIGATING FEDERAL FUNDS BEYOND THE EXPIRATION DATE

- a. The grantee shall provide all services stipulated in this award agreement for the period of months specified on the HUD 1044, "Assistance Award/Amendment" 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 not later than 90 days after the end of the funding period. The preparation of the final administrative and financial reports is to be completed within the 45-day closeout period.
- b. The grantee shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award. The only costs which are authorized for a period of up to 90 days following the award expiration date 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 Grants Officer.
- c. Any extension of the award period can only be authorized by the Grants Officer in writing. Verbal or written assurances of funding from other than the Grants Officer shall not constitute authority to obligate funds for programmatic activities beyond the expiration date.

d. The OHHLHC has no obligation to provide any additional prospective funding. Any amendment of the award to increase funding and to extend the period of performance is at the sole discretion of the OHHLHC.

4. ** GRANTEE CERTIFICATION PROGRAM REQUIREMENT

The Grantee agrees that any funds under this grant used for lead-based paint or lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under its National Lead Laboratory Accreditation Program.

5. CONDUCT OF WORK

During the effective period of this grant, the Government Technical Representative and/or the Government Technical Monitor 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 Statement of Work/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.

6. KEY PERSONNEL

The personnel specified in the original proposal, stated in the grant agreement, or as amended on the HUD 1044 Continuation Page of the amendment, as key personnel 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.

7. HUD'S RIGHT TO AUDIT AND DISALLOW OR RECOVER EXPENDITURES

For the performance of the work under this instrument, HUD shall reimburse the grantee for costs incurred (hereafter referred to as "allowable costs") which are determined by the Grant Officer to be allowable, allocable, and reasonable in accordance with the following cost principles*:

- a. For colleges and universities: OMB Circular A-21.
- b. For State and local Governments: OMB Circular A-87.
- c. For other nonprofit organizations: OMB Circular A-122.
- d. For all other grantees, Federal Acquisition Regulation, Subpart 31.2.
- e. HUD Handbook 2210.18 Cost Principles for For-Profit Organizations.

*The Revised Version of these documents in effect on the date of award shall govern.

8. PROGRAM INCOME

Any program income derived as a result of this award shall be added to funds committed under your award to further activities eligible for assistance under this award. 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 OHHLHC grant

program for which this grant is awarded in accordance with CFR 24 Part 84.25/85.25 as applicable.

9. 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 award document, Grantee agrees to bill at the provisional indirect cost rate for the entire period of performance of the award agreement. At completion, of the grant, adjustments may 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.

10. AMOUNT OF COST SHARE (ESTIMATED COST AND PAYMENT – MATCHING) (See Blocks 14 of the HUD 1044)

- (a) The estimated cost for the performance of this grant is the **"Total Instrument Amount"**.
- (b) The grantee shall be reimbursed by HUD for 100% of 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 one-percent (1%) of the Federal grant amount pending the receipt and approval of a final progress report prepared in accordance with the Policy Guidance or GTR instructions for the specific OHHLHC program and any amendments.
- (c) 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, in the event that the grantee incurs costs in excess of the estimated cost of the **"Total Instrument Amount"**, such excess shall be borne entirely by the grantee.
- (d) The grantee must satisfy all statutory matching requirements in the NOFA. If the grantee's actual matching 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 match, or to reduce the Government's share proportionally. The grantee must satisfy all statutory matching requirements in the NOFA. The grantee shall notify the Government at any time it believes it will not meet its match by the completion of the grant. If the grantee exceeds the dollar amount shown above, there will be no impact on the Federal share.

11. BUDGET

The grantee shall incur costs in conformance with the budget, presented in the original proposal stated in the grant agreement, or as amended on the HUD 1044 Continuation Page of the amendment. 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, exceeding 10% of the federal amount, until such time that the requirements have been met.

Standard Form (SF) 425, Financial Status Report, detailing match or in-kind contributions shall be submitted on a quarterly basis. A final narrative and Standard Form (SF) 425 report detailing the progress made in achieving the purpose of the grant and adequate documentation of the total funds expended in support of the activities to achieve this purpose (both Federal and in-kind 10 percent match) are due 90 days after the end of the period of performance. See Article 10(b) regarding the holdback of 1% of the Federal amount pending the receipt and approval of the final narrative report.

12. 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 tasks of this agreement and as agreed to by the Grant Officer. These funds cannot be used for conducting housing inspections or lead hazard control work in homes until the Grantee has an approved Request for Release of Funds and Certification (Form HUD 7015.15 and OHHLHC Policy Guidance Issuance 2000-01 dated 02/24/2000). Contact the Grant Technical Representative (GTR), Gail Ward at (412) 644-6428 for questions and mail the original and copies to the following addresses:

Original: U.S. Department of Housing & Urban Development
Attn: GTR – Gail N. Ward
Pittsburgh Field Office
Moorhead Federal Building
1000 Liberty Ave., #1000
Pittsburgh, PA 15222

Copies: (Block 8 Address of 1044)
Attn: GTR in Block 9 of 1044

HUD will not make additional payments from the amount awarded to a grantee until the grantee's contractors and workers are qualified for the activities according to 24 CFR Part 35 (possessing certification as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or others having been trained in a HUD-approved course in lead-safe work practices). Any additional funds requested by the grantee shall be requested in accordance with Clause 13, "Estimated Cost And Payment - Line Of Credit Control System (LOCCS)"

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.

13. ESTIMATED COST AND PAYMENT - LINE OF CREDIT CONTROL SYSTEM (LOCCS)

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 HD 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 electronic Voice Response System (VRS). LOCCS uses a computer software program, which ensures that requested payments do not exceed the amount authorized to the grantee. 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 VRS, the grantee must designate a financial institution in order 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.

In order to have access to LOCCS and the VRS, the grantee shall obtain a Security ID and Password from HUD's LOCCS Security Officer, using the form HUD-27054, LOCCS Voice Response 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 VRS. Payment requires the authorized grantee to telephone the VRS and provide the Security ID number and requested information.

Detailed instructions for using the LOCCS-VRS were provided in your transmittal letter.

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:

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

If the grantee is a State or local government, 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 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."

14. CERTIFICATION REGARDING PARTIES EXCLUDED FROM PROCUREMENTS

By signing this agreement, the grantee also certifies that before awarding any subcontracts or sub-awards, it will ensure that the subcontractor or subrecipient is not included on the General Services Administration's (GSA) "List of Parties Excluded From Federal Procurement or Non-procurement programs". If a subcontractor or subrecipient is on the GSA's published list, they are ineligible for assistance and the grantee is restricted from awarding them a contract or subgrant. Copies of the GSA published list can be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402 or by email at the following site: <http://epls.arnet.gov>.

15. REVIEW OF DELIVERABLES

a) Definition - For the purpose of this clause, "Deliverables" include:

- 1) All interim and final reports,
- 2) Survey instruments required by Statement of Work/Work Plan, and
- 3) Other physical materials and products produced directly under the Statement of Work/Work Plan of this grant.
- 4) Match, in-kind and leverage commitments.

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. The Products of Work shall be deemed as accepted as submitted if the GTR has not issued written comments and/or required corrections within thirty (30) days of the date of the GTR's receipt of such product from 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)
- 4) The GTR's review, correction, and acceptance of deliverables shall be limited to: (1) corrections of omissions or errors of fact, methodology, or analysis; (2) deletion of irrelevant materials; and (3) 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.
- 7) 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.

16. 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.

17. LIMITATION ON CONSULTANT PAYMENTS

As required by HUD's Appropriations Act, salary payments to consultants under this instrument shall not exceed the equivalent of the maximum daily rate paid to level IV of the Executive Schedule for Federal Employees. This limitation refers to consultants hired through the grantee's personnel system, but not to consultants who perform as independent contractors.

18. PUBLICATIONS AND NEWS RELEASES

a) Definition. For the purpose of this clause, "publication" includes:

- 1) Any document containing information for public consumption; or,
 - 2) The act of, or any act, which may result in, disclosing information to the public.
- b) The results of this program are planned to be made available to the public through dedication, assignment by HUD, or such other means as the Secretary shall determine.
- c) Government Ownership of Official Products of Work

All interim and final reports and information, data analyses, special methodology, findings, and their related documents and work products, including reports, work sheets, survey instruments, computer tapes, and any other physical materials and products produced directly under the Statement of Work/Work Plan of this grant are considered Official Products of Work, owned by the Government and held for the benefit of the public.

- d) Publication of Official Products of Work

Official Products of Work, quotations therein, paraphrasing, or disclosures of interim findings may not be published without the approval of the GTR for a period of sixty (60) days after acceptance of the product by the GTR. Thereafter, the grantee shall be free to publish without HUD approval.

- e) Acknowledgment and Disclaimer

All Official Products of Work, or any part thereof, and any Independent Products and Special Products arising out of this instrument, 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 a grant 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."

- f) Notice of News Release and Public Announcements

Two copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning this grant that may be made by the grantee or its staff, or any subcontractor or other person or organization participating in the work of this grant shall be provided to the GTR at the earliest possible time. News releases and other public announcements may not disclose any interim finding or quote or paraphrase any part of any Official Product of Work without complying with paragraph (e) above.

19. 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.

(3) As used in this section, the term 'printing' includes the processes of composition, platemaking, presswork, duplicating, silk screen processes, binding, microform, and the end items of such processes.

20. 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 Healthy Homes and Lead Hazard Control
U.S. Department of Housing and Urban Development
451 Seventh Street SW, Room 9245
Washington, DC 20410

21. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OVER \$100,000)

Section 1352 of Title 31, U.S.C. 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.

22. PROJECT MANAGEMENT SYSTEM

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 HUD form 269. Upon approval of the work plan, the grantee should ensure all deliverables identified in the Work Plan and Benchmark schedule are delivered on time.

QUARTERLY PROJECT REPORTS

Quarterly reports will be due no later than April 30, July 31, October 31, and December 31, for each respective quarter following the initiation of the grant through project closeout. A template to be used in the preparation of each quarterly report will be provided by our office at a later date. Quarterly reports must reflect activities undertaken, obstacles encountered, 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 y reports as attachments.

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.

Specific and detailed guidance on preparing the forms and the narratives may be obtained from the GTR.

Grantees under the **Lead Hazard Control Grant Program, and the Lead Hazard Reduction Demonstration Grant Program** shall use the HUD Office of Healthy Homes and Lead Hazard Control (OHHLHC) Project Management System specified in this clause. The HUD OHHLHC system requires the submission of a work plan with specific, time phased, and realistic goals, objectives, and benchmark milestones established. Quarterly status reports that show progress and measure performance of the program in meeting approved work plan goals, objectives and benchmark milestones are to be submitted. The Project Management System utilizes quantifiable data and a narrative description of progress. For more specific details and guidance, please refer to the OHHLHC's **Lead Hazard Control Grant Program Policy Guidance Number 2001-03 Revised Quarterly Progress Reporting Requirements for the Lead Hazard Control Grant Program dated October 1, 2001, as amended.**

Quarterly Progress Reports are to be submitted according to the requirements of the Lead Hazard Control Grant Program Policy Guidance Number 2001-03. The quarterly progress reporting system is web-based and requires an Internet connection. Grantees are to complete the quarterly progress report (Form-HUD-96006) by accessing

<http://www.leadgrantonline.net> via the Internet,

or other Internet address or other method, as advised by the GTR. In the event that a grantee cannot access the Internet, a "word template" version is available. Completed quarterly reports in this format should be submitted to: **grantee_quarterly@hud.gov** (use underscore)

or other Internet address or other method, as advised by the GTR.

NOTE: Grantees are required to have approval from their Government Technical Representative (GTR) prior to submitting the report using the word template format.

Grantees are to submit quarterly progress reports as soon as possible, but no later than 30 days after the end of each calendar year quarter.

Grantees, for all programs, are advised that failure to submit timely quarterly progress reports will result in not having their "LOCCS VRS Request Voucher for Grant Payment" processed and/or approved for payment until such time as the quarterly progress report is submitted to HUD.

23. EQUIPMENT

The following equipment is allowable, in accordance with the OHHLHC NOFA for the applicable grant program, to be acquired for the performance of this grant is identified as follows:

XRF Instruments

X-ray fluorescence (XRF) instruments purchased with Federal funds for use in the OHHLHC Grant programs will remain the property of the grantee under the conditions cited in 24 CFR 84.34 or 85.32, as applicable.

24. AMENDMENTS

This grant may be modified at any time by a 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.

25. CHANGES:

In accordance with 24 CFR 85.30 or 84.25, as applicable, Grantees or subgrantees must obtain the prior approval of the awarding agency whenever any programmatic changes are anticipated to include the following:

- (1) Any revision of the scope or objectives of the project (regardless of whether there is an associated budget revision requiring prior approval).
- (2) Need to extend the period of availability of funds.
- (3) 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 ten percent of the current total approved budget, whenever the awarding agency's share exceeds \$100,000.
- (4) 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.
- (5) 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.

26. DISPUTES

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 within thirty (30) days to the Deputy Secretary of HUD, or his or her designated representative.

27. ORDER OF PRECEDENCE

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

- a. NOFA
- b. Management and Work Plan
- c. Grantee Certification Program Requirement
- d. Statement of Work/Work Plan (excluding the grantee's proposal, if incorporated).
- e. Special Conditions
- f. Schedule of Articles.
- g. Uniform Administrative Requirements.
- h. Grantee's Proposal (if incorporated).

28. OTHER ADMINISTRATIVE PROVISIONS

The grantee shall comply with all standard assurances, which were executed as part of the application process.

29. UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS

All provisions of 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" apply to these grantees. The grantee shall comply with all standard assurances, which were executed as part of the application process.

All provisions of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" apply to these grantees. The grantee shall comply with all standard assurances, which were executed as part of the application process.

For the full text follow these instructions (which were valid at the time of grant award; alternative methods may be required as determined by the Government Printing Office):

1. Go to the following web site: <http://www.gpoaccess.gov/cfr/>
2. Under Most Current Data, in the Quick Search block, for 24 CFR 84, enter "24CFR84" with quotation marks and without spaces; similarly, for 24 CFR 85, enter "24CFR85".
3. For 24 CFR 84, scroll down to (***24CFR84—Part 84— Uniform Administrative Requirements For Grants And Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations***). Click the word "text" to view the text file.
For 24 CFR 85, scroll down to (***24CFR85—Part 85—Administrative Requirements for State, Local and Federally Recognized Indian Tribal Governments***). Click the word "text" to view the text file.

30. CERTIFICATION PROHIBITING EXCESSIVE FORCE AGAINST NON-VIOLENT CIVIL RIGHTS DEMONSTRATORS

This certification applies to any grant or cooperative agreement using funds appropriated under section 103 of the Housing and Community Development Act of 1974 (42 U.S.C. 5304).

The applicant certifies that it has adopted and is enforcing:

- a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
- b) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

31. SPECIAL CONDITIONS CLAUSE for the Lead-Based Paint Hazard Control Grant Program. **

The grantee agrees to comply with the following special requirements particular to the Lead Based Paint Hazard Control Grant Program. The Grantee shall:

- a) Comply with Section 1101 of Title X, Grants for Lead-Based Paint Hazard Reduction, as amended by section 217 of Public Law 104-134: Grantees shall provide assistance for housing which meets the following criteria—
 - 1) For grants made to assist rental housing, at least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that building with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level:

- 2) For grants made to assist housing owned by owner-occupants, all units assisted with grants

under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall be units where a child under the age of six years spends a significant amount of time visiting.

- b) Develop and implement written procedures for all phases of lead evaluation and control, which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter known as the Guidelines).
- c) Request and receive formal concurrence from HUD for deviations from the procedures described in the Guidelines. Such deviations may include thresholds for abatement hazard control or post abatement hazard control clean-up procedures, which differ from the HUD Guidelines.
- d) Comply with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.
- e) Prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydro blasting or hydro washing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100°F as work practices at anytime.
- f) Observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration (29 CFR 1926.62 and/or 1910.1025, as applicable).
- g) Dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. You must handle disposal of wastes from hazard control activities that contain lead-based paint, but are not classified as hazardous, in accordance with State or local law or the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
- h) Conduct lead-based paint inspections, risk assessments, and clearance dust testing, according to the HUD Guidelines and the EPA lead hazards standards rule at 40 CFR 745.227(e)(8)(viii) and/or the HUD Lead Safe Housing Rule at 24 CFR 35, subpart R, as applicable. Wipe tests shall be conducted by an appropriately certified or licensed individual who is independent of the lead hazard control contractor. Dust-wipe samples, soil samples and any paint samples to be analyzed by a laboratory must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLAPP). Units or areas treated shall not be reoccupied until clearance is achieved. The dust lead standards are:
 - 40 micrograms of lead per square foot on an interior hard-surfaced floor or carpet;
 - 250 micrograms of lead per square foot on a window sill; and
 - 400 micrograms of lead per square foot on a window well (clearance only).
- i) Test and record blood-lead levels of all children under the age of six occupying affected units within 6 months prior to the abatement or hazard control. Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing are to be followed. Children with elevated blood levels (EBL'S) shall be referred for appropriate treatment and follow-up medical care.
- j) Cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the Grantee's lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.
- k) If a grantee operates a loan program with the funds provided under this grant, any revenue recaptured from the loan repayments may be retained by the grantee, and can only be used for lead-based paint abatement or hazard control activities.

- l) As requested by OHHLHC Policy Guidance Issuance dated April 14, 1995, the HUD Form 60002, Economic Opportunities for Low- and Very Low-Income Persons (Section 3) must be submitted by January 10 yearly.
- m) As required by OHHLHC Office Policy Guidance Issuance 2000-01 dated February 24, 2000 *Revised Environmental Review Procedures and Requirements*, the HUD Form 7015.15, Request for Release of Funds & Certification must be submitted to the HUD Office of Healthy Homes and Lead Hazard Control and approved before any lead hazard control activities which involve physical intervention in a housing unit can begin. Lead hazard control activities include the conduct of inspections and risk assessments.
- n) The number of units to be treated shown on the HUD 1044, Assistance Award/Amendment Form, is the number that will be used for all grant and evaluation efforts. Revision of this number will require a grant amendment.
- o) Comply with the OHHLHC Policy Guidance Issuances that pertain to specific work practice, management, or reporting requirements.
- p) Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements required under 24 CFR part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

"The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD."
- q) PARTNERSHIP RELATIONSHIPS WITH FAITH-BASED AND COMMUNITY BASED ORGANIZATIONS: Any changes to an agreement, such as a Memorandum of Understanding, subcontract agreement or Letter of Commitment, that indicates that a formal partnership exists between the grantee and one or more Faith-Based or Community-Based Organizations which meet the definition set forth in the NOFA published in conjunction with this award must be addressed in the next quarterly report.

32. SPECIAL CONDITIONS CLAUSE for OTHER OHHLHC PROGRAMS **

- a) The awardee of a Lead Elimination Action Program or Healthy Homes Demonstration Program grant shall comply with 24 CFR part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," in accordance with the provisions of section 305(c) of the Multifamily Housing Property Disposition Reform Act of 1994. Under part 58, a responsible entity [see 24 CFR 58.2(a)(7)], the unit of general local government, must assume the environmental review responsibilities for activities funded under the Lead Elimination Action Program or the Healthy Homes Demonstration Program. Under 24 CFR 58.11, if a responsible entity or the recipient objects to the responsible entity performing the environmental review, HUD may designate another responsible entity to perform the review or may perform the environmental review itself under the provisions of 24 CFR part 50. If HUD carries out this responsibility, the grantee agrees to assist and shall:
 - (1) Supply HUD with all available, relevant information necessary for HUD to perform environmental reviews of program and project requests under 24 CFR part 50;
 - (2) Carry out mitigation measures required by HUD as a result of the environmental review or select an alternate eligible property; and

- (3) Not acquire, rehabilitate, convert, lease, repair or carry out construction, nor commit or expend HUD or non-HUD funds for these program activities with respect to any eligible project until HUD approval of the project is received.
- b) If a responsible entity [see 24 CFR 58.2(a)(7)], or a recipient [see 24 CFR 58.2(a)(5)] of a Lead-Based Paint Hazard Control Grant (including a new grant or a Lead-Based Paint Hazard Control Grant Program Competitive Performance-Based Renewal category grant), or a Lead Hazard Reduction Demonstration Grant, carries out the environmental review requirements under 24 CFR part 58, the grant recipient shall:
 - (1) Submit the Certification / Request for Release of Funds (form HUD 7015.15), including the public Notice of Intent / Request for Release of Funds and related environmental review prepared by the responsible entity, or;
 - (2) Submit the relevant environmental review documentation by the responsible entity for HUD approval when the project is either Categorically Excluded, not subject to the related Federal laws and authorities pursuant to 24 CFR 58.35(b), or exempt pursuant to 24 CFR 58.34, and;
 - (3) Not acquire, rehabilitate, convert, lease, repair or carry out construction, nor commit or expend HUD or non-HUD funds for these program activities until HUD has either approved the Request for Release of Funds or other applicable environmental review.
- c) An awardee under the Healthy Homes Technical Studies Program, Lead Outreach Program, or Lead Technical Studies Program is categorically excluded from the requirements of the National Environmental Policy Act of 1969 and is not subject to environmental review under the related laws and authorities.
- d) A recipient under the Lead-Based Paint Hazard Control Grant Program Competitive Performance-Based Renewal category agrees to the following conditions by signing this grant agreement:
 - (1) Grantee has substantially completed and/or exceeded the total number of units in the previous award by the end date of that award;
 - (2) Grantee will demonstrate that the additional number of units to be completed with the unexpended balance (if any) will not significantly delay the production of units proposed in the renewal period, i.e., the grantee must be able to complete the renewal units in addition to the units proposed with the unexpended balance (if any);
 - (3) Grantee will schedule and complete all work within the 36-month renewal period, without extensions.
 - (4) For all programs, as applicable, the grantee shall comply with all standard assurances which were executed as part of the application process.

ATTACHMENT A-2

Denver Lead Hazard Control Program 2011-2014 Work Plan 2011

Management Plan

Management Structure

The proposed project will be managed and staffed substantially the same as the current program. The City and County of Denver Business & Housing Services division will be the grantee and Terra Haseman will be the Program Administrator. NDHC will manage and staff the day-to-day project management. Dominique Acevedo will be the day-to-day Project Manager until a full-time dedicated Project Manager is hired. At that time, Dominique will oversee the operations of the program and provide technical assistance, oversight, and review of the Project Manager. NDHC staff will coordinate efforts among the various partners and service providers through the Denver Lead Coalition and individual working agreements. NDHC will also coordinate education and outreach efforts with other community-based organizations and faith-based organizations.

Staffing Timeline

The current staff of the Denver Lead Hazard Control Program will continue with the new program. The table below describes the staff:

TABLE 1: STAFFING

Position	Staff Person	Employer
Program Director	Christopher Smith	City and County of Denver
Program Administrator	Terra Haseman	City and County of Denver
Senior Accountant	Nicole Espinoza	City and County of Denver
Accounting Technician	Kristine Flores	City and County of Denver
Accounting Technician	Scott Smith	City and County of Denver
Program Oversight	Getabecha Mekonnen	Northeast Denver Housing Center
Program Manager	Dominique Acevedo	Northeast Denver Housing Center
Program Manager	Vacant	Northeast Denver Housing Center
Senior Rehab Specialist	Peter Rusin	Northeast Denver Housing Center
Rehab Specialist	vacant	Northeast Denver Housing Center
Education and Outreach coordinator	Christine Smith	Northeast Denver Housing Center
Accounting	Ruth Cockrell	Northeast Denver Housing Center
Administrative assistant	Lannie Reynolds	Northeast Denver Housing Center

Contractor Pool

We have worked with a pool of qualified lead abatement contractors and several other companies with lead-safe work practice skills during the last 9 years of operating a lead hazard control program in Denver. Within the first 60 days of the contract we will publish a Request For Qualifications (RFQ) for Colorado Certified Lead-based Paint Abatement Contractors to reestablish the pool. We will continue to encourage interested general contractors and subcontractors to become state-certified in lead abatement as we've found it most cost-effective when the same general contractor can do the abatement, interim controls, and general rehab. Some funds are budgeted to pay for certification training for contractors willing to commit to working with the LBPHC program.

Obtaining HUD approval for Release of Funds Request

We will work with our GTR and the Environmental Review Officer to complete the environmental review requirements applicable to the lead hazard control grant program and subsequently obtain HUD approval for the Release of Funds. We will work on this as soon as the HUD 1044 is signed in order to commit grant funds for lead hazard control intervention work as soon as possible.

FUNDING FLOW

Contractors submit a bid on a job. If the job is awarded, the owner of the property secures the funding through a loan closing process. The contractor is notified to begin work. For large jobs, the contractor may request payments for up to 50% of the job cost for work complete. When the work is complete, the contractor calls for a lead clearance test. NDHC or a community-based sub-contractor performs the clearance. If the job passes clearance, final payment is made by NDHC.

Independent risk assessors may be hired on an individual job basis for risk assessments or clearance jobs. They will submit invoices to NDHC when jobs are completed and sample results, drawings, and a report is submitted and approved by NDHC.

Each month NDHC will submit an invoice and all backup documentation to the City of Denver for review and payment. NDHC will be paid on a monthly reimbursable basis. The City of Denver will make LOCCS draws each quarter.

PROCESS FOR SELECTING SUBGRANTEES AND SUBCONTRACTORS:

The City of Denver will contract with NDHC for the day-to-day management of the program. Each month NDHC will submit an invoice and all backup documentation to the City of Denver for review and payment. The City of Denver will make LOCCS draws each quarter.

NDHC will select other subcontractors or consultants as necessary for legal, accounting, marketing, or computer assistance. Where appropriate these will be existing consultants used on a regular basis by NDHC (e.g. legal, accounting, computer). When new program-specific jobs are developed NDHC will attempt to obtain three qualified bids and the best applicant will be selected.

As described above, NDHC will select a pool of contractors based on a request for qualifications issued at the beginning of the grant period. These contractors are used on a rotating basis. For jobs under \$5,000, they will be given the jobs if their bid price falls within 15% of the estimate prepared by NDHC staff. If not, a second contractor will bid the job and the lowest bid price will be selected. For jobs with estimated cost over \$ 5000 a minimum of two bids will be solicited.

NDHC will contract with community-based risk assessors to perform inspection/risk assessments and clearances as needed.

IDENTIFICATION, SELECTION, PRIORITIZATION OF PROPERTIES

Privately owned housing units will be enrolled on an individual unit-by-unit basis by qualifying via one of several avenues:

Units Where Children are Diagnosed with Elevated Blood Lead Levels in Denver (44 homes expected):

The priority of the lead hazard control grant funds is to address lead hazards in low-income Denver homes where children under six years old have elevated blood lead levels above 10 µg/dL. If further prioritization is required housing units occupied by children with the highest blood lead levels will have first priority. Recent collaborative efforts, encouraged by HUD's Safe and Healthy Homes Communities meetings, have led to a commitment from the state health department (CDPHE) to make additional efforts to contact and refer families for lead hazard control who have children who have received at least one blood lead test above 10 µg/dL. Because blood lead testing rates in Denver are so low and because there are no walk-in blood testing services in Denver, providing free blood lead

testing is essential to our efforts to identify and enroll EBL children. Before the blood test is conducted, parents are asked to sign a release form to allow NDHC access to the testing results, thereby providing us with direct access to housing units where children with elevated blood lead levels (EBLL) have been identified.

Units Undergoing Rehab or Weatherization where a Young Child is Present (55 homes expected):

We plan to continue to coordinate with housing rehabilitation programs and the local weatherization program to identify qualified homes. When a child under six spends more than 20 hours per week in a home that is undergoing rehab through a Denver based rehab programs, the Denver LBPHC Program will perform a risk assessment and work with the agency to ensure that lead hazards are addressed during the rehab process. Using this model, funds can be leveraged with existing rehab dollars. Similarly, when the local weatherization agency works on a home occupied by a child under six years old, the occupant will be referred to NDHC for potential lead hazard control. This supports HUD's policy priority of "Improving our Nation's Communities" through coordination with weatherization activities and reducing health-related hazards.

Other High Risk Housing Units (21 homes expected)

NDHC will enroll other qualifying high risk housing units that will be identified through other means. Section 8 inspectors from the Denver Housing Authority have agreed to continue to refer privately owned homes in the voucher program if they fail the lead visual assessment.

Prioritization:

Properties where children have been known to have lead poisoning will have priority in our program. This will maximize the impact of the grant dollars by protecting the most vulnerable children and preventing further poisonings. This approach will be balanced by a preventative approach of targeting homes that are determined to be at high risk through other referral activities. This also allows us to leverage funds and increase cost-effectiveness by working in homes that are already undergoing rehabilitation.

TABLE 2: Expected Number of Units By Each Enrollment Method

Enrollment Method	Number of Expected Homes
Other Rehab or weatherization	60
EBL cases in Denver	4425
Other high risk homes	2135
Total	120

FINANCING MECHANISM

The proposed Denver LBPLBPHC Program will continue to utilize the forgivable and deferred loan funding mechanism. The forgivable portion of the loan will be forgiven at a rate of 20% per year as long as the property owner meets the requirements of the program: homeowners must maintain the home as their primary residence and rental properties must remain affordable as determined by HUD affordability limits and be prioritized for low-income families as set out by Section 1011 of Title X. If compliance is not achieved or if the house is sold, the remaining amount of the loan is due immediately. Amounts above the forgivable portion are provided as a "due on sale" loan with the same stipulations as the forgivable portion of the loan.

Homeowner-occupants earning less than 50% AMI will be allowed up to \$9000 in a five-year forgivable loan for lead hazard control. Homeowner-occupants earning between 50% and 80% AMI will be allowed up to \$6000 in a five-year forgivable loan with similar terms. Owners of rental properties are allowed \$6000 as a forgivable loan.

NDHC administers and monitors the financing program. NDHC is a HUD-certified counseling agency, and its counselors are fully knowledgeable in the loan process. These counselors review loan documentation during the loan process and during any request for subordination. The loan subordination process allows us to offer housing counseling to families who may be subject to predatory lending practices or who may not understand the terms of a refinance loan. Any repayment of funds will be utilized for additional lead hazard control activities.

INSPECTIONS AND RISK ASSESSMENTS

The Denver LBPHC Program will continue to utilize the HUD Lead Inspection and Risk Assessment protocol as described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing*. Any unit that is enrolled in the Denver LBPHC Program must have a combination lead inspection/risk assessment performed by a state-certified lead risk assessor who is knowledgeable and experienced in the *HUD Guidelines* protocol.

Inspection/risk assessments are either performed by NDHC staff or independent community-based risk assessor.

Typically, NDHC staff performs the clearance test since they have more knowledge of the scope of work performed during the lead hazard control. We utilize the EPA-defined risk levels and clearance levels. When exterior work is performed we clear soil using the risk definitions of 400 ppm for a play area and 1200 ppm for non-play area. The risk levels we utilize are shown below.

Table 3: Risk Assessment and Clearance Levels Used by the Denver LBPHC Program

	Risk Assessment	Clearance
Window Sills	250 µg/dL dust	250 µg/dL dust
Floors	40 µg/dL dust	40 µg/dL dust
Window Troughs	400 µg/dL dust	400 µg/dL dust
Soil: principal play area	400 ppm	400 ppm
Soil: drip line	1200 ppm	1200 ppm
Paint	0.5% or 1.0 mg/cm ²	NA

Occasionally we will address soil with a level of lead as low as 200 ppm when an EBL child is known to directly eat the soil. Denver Environmental Health will provide us with information confirming that the child is known to eat soil and that the soil is the likely source of the lead poisoning.

Samples will be collected and analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program. An XRF may be used for determining the lead content in paint or varnish.

WORK SPECIFICATIONS AND BIDS

After the risk assessment has been performed, NDHC staff will develop a work description and cost estimate. During the previous LBPHC grant cycles, NDHC developed a set of specifications with associated costs for lead abatement, interim controls, and associated housing rehab. We utilize Housing Developer Pro, a software package developed for housing rehabilitation by the Enterprise Foundation.

NDHC will select lead hazard control contractors on a rotating basis from the pool selected in the RFQ process. Only contractors with the appropriate qualifications will be considered for a particular job (e.g. if abatement is required, only a contractor who is state certified in lead abatement will be eligible for that job).

The contractor will walk the job with an NDHC rehab specialist where the results of the risk assessment and the work description will be explained. The contractor will submit a bid. If the bid is within 15% of the expected cost estimate range (prepared by NDHC based on previous experience) and below \$5,000 the job will be awarded. Otherwise, a second bid will be obtained. A contract is written between the contractor and the owner of the property with the Denver LBPHC Program as the funding agent. All contracts have a one-year warranty on work performed as described in the description of work.

The NDHC rehab specialist will inspect the work in progress and when the job is complete. The person who performed the original risk assessment will typically perform the clearance exam. Final payment is made to the contractor only after clearance is achieved. If clearance fails due to negligence of the contractor, they will be held responsible for the cost of an additional clearance examination.

LEVELS OF INTERVENTION AND CLEARANCE PROCEDURES TO BE CONDUCTED FOR UNITS ENROLLED

We will utilize a cost-effective mix of abatement and interim controls to address the lead hazards in a home, utilizing interim controls whenever possible. Each unit is evaluated independently to determine what mix of controls is appropriate based on the condition of building components, the blood lead levels of the occupants, the matching funds available, and the relative costs of abatement vs. interim controls. The low-income rental units that do not house EBL children will be treated with low-level interventions in an effort to address hazards in more units occupied by the most vulnerable population.

Clearance testing procedures will follow the protocol described in the *HUD Guidelines for Evaluation and Control of Lead-based Paint Hazards in Housing*. The clearance levels are shown above in Table 2. Units undergoing major renovations beyond the lead hazard control are often cleared once at the end of the lead hazard control work and then again at the end of the remaining renovations.

RENTAL, VACANT, OWNER-OCCUPIED AND HOUSING STOCK

We project that 38% will be rental, 54% will be owner-occupied, and 8% will be vacant during lead hazard control. We expect that the majority of homes undergoing LBPHC activities will be single family, duplex, or small multi-family dwellings. Experience in these neighborhoods tells us that the majority of the homes are built on basements or mixed basement/crawlspace foundations, and that they typically have structural brick walls and wood-framed, double-hung windows. NDHC will not undertake lead based paint activities within any 100-year flood plains.

Table 4 - Housing Occupancy Projections		
Type of Unit	Number of Units Proposed	% of Total
Owner-Occupied	65	54
Rental	45	38
Vacant	10	8
Total	120	100%

RELOCATION PLAN

The proposed Denver LBPHC Program will continue to utilize the NDHC Healthy Homes. This three-bedroom home was built by NDHC in 2000 as a green and healthy home standard. The home will be furnished to contain basic supplies. Families are relocated when interior work will require more than five consecutive days, when interior work sites cannot be contained and cleaned at the end of each work day, and/or if the occupants won't have safe access to sleeping, kitchen and bathroom facilities. When the Lead-Safe House is not available or convenient for the family, lead-safe hotels may be used. Food stipends may be provided if cooking facilities are not available.

EDUCATION AND OUTREACH EFFORTS

3.c.1 Methods of Community Education: As described in *Section 3.a.1.(f)* (p.8) the Denver LBPHC program will continue to use the opportunity-to-learn approach by providing education and outreach events and materials that are culturally sensitive, targeted to appropriate audiences, and linguistically appropriate for each audience. The methods of delivery are described below:

⇒ **Lead-Safe Denver – Un Denver A Salvo De Plomo Campaign:** We will update and continue to utilize the Lead-Safe Denver campaign materials. Using this campaign, we will continue to have a presence through radio and television talk shows, radio advertising, newspaper interviews, and articles.

⇒ **Blood Lead Testing:** Because blood lead testing rates in Denver are low, providing free blood testing is essential to identifying and enrolling high risk homes in the LBPHC program. The testing sites also provide us with an excellent opportunity educate community members about lead poisoning prevention, lead-safe housing, and

their rights and obligations under the Lead-safe Housing rule and the Fair Housing Act. Combining funds from EPA, we expect to test 800 children over the grant period.

⇒ **Leadership Workshops:** Our annual leadership forums have been a successful way to involve leaders from community- and faith-based organizations, government agencies, schools, daycare centers, and private industry in educational and outreach activities. We will hold three leadership workshops, focusing on strategic planning efforts, during the grant period. We expect 70 people to attend each.

⇒ **Community and Faith-based Organization Events:** The Denver LBPHC Program will participate in community events in the target neighborhoods. These include community fairs, health fairs, faith-based organization fairs, and school fairs. The Denver LBPHC Program will have a booth space at an estimated ten such events throughout the grant period to disseminate materials and educate the public. At least 2500 people will be reached through these events.

⇒ **Information Dissemination to Faith-based and Community-based Organization:** Denver LBPHC Program staff will make presentations, speak informally, and/or deliver materials to neighborhood associations, civic groups, faith-based organizations, or community groups. We plan to make at least 12 such presentations and reach at least 300 people during the grant period.

⇒ **Coalition Building:** Denver LBPHC staff will participate in lead-related coalitions operating in the Denver metro area. These include the Colorado Lead Education Coalition, the Denver Lead Coalition, the St. Joseph Hospital Community Forum, the Denver Rehab Specialist Group, and Healthy Air for NE Denver Coalition.

⇒ **First-time Homebuyer Workshops:** Denver LBPHC staff will continue to make a presentation to the first-time homebuyers on lead poisoning prevention in the home, lead-safe renovations, and the lead disclosure rule. We expect to train at least 80 people through these workshops.

⇒ **Property Management Workshops:** We will provide three workshops for property managers during this the grant period. Workshops will include requirements of the HUD Lead Rule, disclosure requirements, typical lead hazards, maintenance to reduce lead hazards, Fair Housing Act issues with relation to lead hazards, and resources available through the Denver LBPHC Program. We expect 20 people at each workshop.

⇒ **In Home Lead Hazard Training:** As a method of lead poisoning prevention, we will visit the homes of 100 children who have been blood tested at our free testing sites whose blood lead level is between 5 and 10 µg/dL. These visits allow our community-based inspectors to identify potential lead hazards through visual inspection and minimal sampling, and to educate the families about their particular home environments.

TRAINING EFFORTS

Trained Workforce

All contractors who work for the Denver LBPHC Program must be trained in lead-safe practices for interim controls and any work that will disturb lead-based paint. Any contractor who performs work that is considered lead abatement must be state-certified. Grant funds will be available to contractors who wish to become state-certified in lead abatement. We expect that three additional abatement supervisors will become state-certified through the grant program.

The Denver LBPLBPHC program will continue to hold free lead-safe work practices training for contractors, subcontractors and property managers. Outreach to potential trainees will include other housing programs, property management firms, homebuilder associations, and community and faith-based organizations. We will hold four trainings during the grant period and expect to train at least 60 people.

As described in our education and outreach section, we are also planning to hold three workshops for property managers. The workshops will educate them on the requirements of the HUD Lead Rule with regard to lead-safe practices during maintenance work and refer them to a certified training program.

BLOOD LEAD TESTING

Parents of children under six years old will be required to sign a blood lead testing release form through which they must select that either they will get their children tested for blood lead level before the lead hazard control work, or that they refuse due to religious or other personal information. NDHC will follow up six months after the work is complete to request that they have the follow-up blood lead test performed.

The Colorado Department of Public Health and Environment (CDPHE) and Denver Environmental Health (DEH) are the public agencies responsible for case management of children with elevated blood lead levels over 20 µg/dL (or two tests over 15 µg/dL). All laboratory reports of EBL children are sent to these agencies for follow-up regarding case managements. In cases where the Denver Lead Hazard Control Program performs the blood lead test and an EBL child is identified, we notify DEH directly to avoid the time delay in laboratory reporting.

EVALUATION

Database

During our last grant periods we developed a comprehensive database for collecting and analyzing data for the Denver LBPHC Program. The database includes information on the house (age, condition, structure), the family (age of children, blood lead levels, follow-up testing), lead hazards (dust, paint, soil), and lead hazard control activities and costs. The database allows us to keep track of follow-up evaluation needed, the achievements of the program, cost-effectiveness, and the reporting required by HUD. NDHC staff will be responsible for data collection and data entry into the database.

Blood Lead Data

Blood lead data for children with an elevated blood lead level will be collected before and after lead hazard control work is done in order to evaluate the success of our work. This data will be entered into the database for easy evaluation quarterly and at the end of the grant period.

Follow-up Dust Testing

Follow-up dust testing will be performed in 20-40% of the homes in which lead hazard control was complete. This dust testing will be used to evaluate the success of the lead hazard control measures. Data will be collected and stored in the database for quarterly and final evaluation. If dust hazards are found in the follow-up, we will re-evaluate the hazards and perform additional hazard control if necessary. If we discover an item that should be under the one-year warranty of the contractor, he/she will be called to rectify the problem. If we discover a hazard that was previously not in the description of work, or was due to a faulty work description, we will contract for additional work with the original contractor.

MEASURES OF SUCCESS

We will measure the success of the program by several factors as presented in the table below:

Activity	Measure of Success	Goal
<i>Education and Outreach</i>		
Free blood lead testing	number of children tested	800
Leadership workshops	number of community leaders participating	210
Community events	number of people reached	2500
Property Management Workshops	number of people trained	60
<i>Training/Economic Development</i>		
Contractors certified in abatement	number certified	3
Subcontractors and workers trained in lead-safe practices	number trained	50
<i>Lead Hazard Control</i>		
Units Inspected/Assessed	number completed at end of grant	299
Units Completed and Cleared	number completed at end of grant	120
Follow-up	Follow-up shows measures successful	85% pass rate for follow-up dust testing
<i>Blood Lead Levels</i>		
Testing before lead hazard control begins	percentage of children tested	100% (unless religious opt-out)
Lowered levels	blood lead levels reduced	Six months after lead work complete see a reduction in lead levels for all EBL children
<i>Reporting/Data Collection</i>		
Data Collection	collect data and enter in database	all data entered in database before quarterly reports are due
Quarterly reports to HUD	report within 30 days of quarter's end	100% on-time reporting
Final report	report within 30 days of end of grant	100% on-time reporting

The minimum benchmarks worksheet and the logic model will also be used as tools for evaluating the success of the program.

EXHIBIT A-3***Budget Justification for Northeast Denver Housing Center (Subcontractor)***

See Attached:

EXHIBIT A-3

NDHC Budget Justification

1. Personnel (Direct Labor)

As the administering agency, NDHC will provide management and day to day implementation of grant funds, plus reporting and sub-contract assignment and monitoring. The following staff are critical to the full implementation of the proposed program.

Title	Annual Salary	FTE	Year 1 Personnel Cost	Year 2 (+ 5%)	Year 3 (+5%)	Total Direct Personnel Cost
Executive Director	\$101,602	.1	\$10,160	\$10,668	\$11,202	\$32,030
Program Director	\$65,371	.3	\$19,611	\$20,592	\$21,621	\$61,832
Rehab Specialist	\$42,500	1	\$42,500	\$44,625	\$46,856	\$133,973
Outreach / Education Specialist	\$36,570	1	\$36,570	\$38,399	\$40,318	\$121,368
Bookkeeping / accounts	\$39,203	.5	\$19,602	\$20,582	\$21,611	\$115,315
Program Assistant	\$48,500	1	\$48,500	\$50,925	\$53,471	\$152,896
Admin Assistant	\$36,924	.5	\$18,462	\$19,385	\$20,354	\$58,201
Rehab Specialist	\$38,500	1	\$38,500	\$40,425	\$42,446	\$121,371
TOTAL			\$233,905	\$245,600	\$257,880	\$737,393

2. Personnel Fringe

Fringe Benefit Rate 23.5% \$54,967.68 \$57,716.06 \$60,601.86 = **\$173,288**

3. Travel

a. Auto

Lead hazard control will be performed on 120 units, for which mileage for 5 trips each at 10 miles has been budgeted. An additional 179 risk assessments will be performed, each budgeted at 1 trip and 10 miles round trip. We also plan for 12 meetings outside of the office per month for educational, outreach events, managerial or other coalition meetings.

Type of Job	Number of Jobs Site	Trips per job	Round trip miles	Total Miles	Mileage Rate	Total cost
Lead Hazard Control in Denver	120	5	20	12000	0.50	\$6000
Additional Risk Assessments	80	1	20	1600	0.50	\$800
Meetings etc. 12/month total		144	12	1728	0.50	\$864
TOTAL						\$7,664

b. Airfare

Airfare for six persons total in the three year grant period to travel to meetings required by HUD or to attend national Lead and Healthy Homes conferences is budgeted at \$450 per trip.

Total cost = \$2,700

c. Other Transportation

Airport transportation for the 6-person trips for conferences or HUD meetings is budgeted at \$45 each way.

Total cost = \$270

d. Hotel and Per Diem

Hotels for the 6 person-trips are estimated at \$180 per night for three nights each trip. Per diem expenses for food are provided at \$45 per day for 6 person-trips at three days each. Total hotel and per diem expenses are budgeted at Hotel (\$180 x 3 x 6) \$ 3240 and Per Diem (\$45 x 3 x 6) \$810.

Total Cost = \$4050

4. Equipment

One X-RF machine will be purchased.

Total Cost = \$20,000

5. Supplies and Materials

5a. Consumable Supplies

Educational materials including flyers, magnets, videos, informational brochures, etc. Cost per item might vary from less than a dollar to several dollars. The estimate is based on 5,000 pieces for \$1.50 each.

Total Cost = \$7,500

XRF Source Replacement - The radiation source in the XRF will have to be replaced two times during the grant cycle at a cost of \$3,000 per replacement.

Total Cost = \$6,000

General office supplies at NDHC will be allocated to the LBPHC program based on a weighted salary allocation model. Based on previous analysis, the cost of general office supplies is \$4,500 per year.

Total Cost = \$13,500

5b. Non-consumable Supplies

2 additional computers for staff during the grant period at a cost of \$1,200 each.

Total cost = \$2,400

A lockable file system will be needed to secure clients' private data.

Total Cost = \$900

Software updates are anticipated to be needed during the three year grant period.

Total Cost = \$1,200

6. Professional Consultants

Data Base Management: NDHC has worked with a consultant to develop a database for storing and evaluating data from the program; updates and changes to the program at a rate of \$85 per hour for 30 hours.

Total Cost = \$2,550

NHDC utilizes an independent outside consultant to ensure accounting is up to date and meeting HUD and the City of Denver's accounting standards quarterly, and at the end of the year. \$75 x 240 hours.

Total Cost = \$18,000

Legal fees for loan documents or other issues with clients, at \$145 x 20 hrs.

Total cost = \$2,900

DEH will make an in-kind contribution of time and materials spent tracking EBL, valued at \$50,000 over the full grant period. This accounts for a portion of DEH staff time, analysis and tracking of EBL in the targeted neighborhoods and throughout the under 6 population. These efforts will also support the integration initiative as data are supplied for a range of health and safety issues.

Match Value: \$50,000

7. Program Delivery Contracts and Sub-Grantees

The Visiting Nurses Association of Denver has been a strong supporter of Denver-LBPHC over the past years providing below-market rate blood testing service. Denver-LBPHC plans to conduct 2,025 tests over the 3 year grant period in collaboration and partnership with VNA.

Cost:

1. Test Tubes / Lab/ Supply- \$ 20 / kit x 2,025 = \$40,500
2. Community Based Outreach / Testing (Head Start, WIC, Cross Community, Montessori Child Care , etc.)
4 hrs x \$75/hr (VNA) x 15 events = \$4500
3. Health Fairs and Community Events
6 hrs x \$75/hr (VNA) x 12 fairs or events = \$5400

Total cost = \$58,450

Lead-Based Paint Hazard Control Contractors:

The Denver-LBPHC will emphasize interim control as the primary approach to reducing the risk of lead based paint. Of the 120 units planned to receive assistance under this program over 70% will be interim measures. The remaining 30% will be expected to be primarily cases warranting more than interim measures. During the past grant period (2005-2008) the average cost per single family home unit was approximately \$ 8,500, the cost for multi-family units is projected at

\$2,500. At these costs, completion of lead hazard control in 105 single family home units will total \$892,500, and in 15 multi-family units will be \$37,500.

Total Cost = \$980,400

Matching funds will be provided as follows:

Energy Outreach Colorado 60% match of \$37,500 = \$22,500

City of Denver: \$153,750

Neighborhood Development Corp: \$30,000

Participating Rental Property Owners: \$101,250

Total Match = \$307,500

8. Construction Costs

Since this is considered a non-construction program, this section is not applicable. All of the construction costs associated with lead hazard control are included in Section 7 under Lead Hazard Reduction Contractors.

9. Other Direct Costs

Relocation

The market rent for the Lead Safe House is \$1,491 per month (3 bedrooms for a family making 80% AMI). NDHC will provide 70% of the rental costs as match, with the remaining 30% requested from HUD funds. The unit will be rented for 36 months. Phone service is approximately \$65 per month and average utilities are \$150 per month. We expect 32 LBPHC families to utilize the house during the grant period. After each use, the house is cleaned for \$120. Repairs and replacements due to tenant usage at budgeted at \$5,000 for the grant period.

Relocation Costs

Expenses	unit	Per unit cost to LBPHC	Per unit match	Total HUD share	Total match
Rent - 36 months	36	\$450	\$1,041	\$16,103	\$37,573
Cleaning – 32 families	32	\$120	\$0	\$3,840	\$0
Repairs	1	\$5,000	\$0	\$5,000	\$0
Utilities and phone	36	\$215	\$0	\$7,740	\$0
Property tax	3	1350		\$4,050	
Property Insurance	3	500		\$1,500	
Total				\$38,233	\$37,573

Total **\$75,806**

Loan Recording Fees

When we perform lead hazard control, we must register the Deed of Trust that secures the lead loan. This costs \$16 per deed. Other recording fees are generated from release of deeds (\$21) and loan subordinations (\$16).

	number	unit cost	total
Record a deed	120	\$16	\$1920

Release of deed	15	\$21	\$315
Subordinations	20	\$16	\$320

Total cost = **\$2,555**

Lab Samples

Samples of paint, dust, and soil are collected during risk assessment/inspections. An XRF will be used for paint testing whenever possible. We estimate 15 samples will be sent to a laboratory for each risk assessment. The cost per sample, including tubes and wipes is approximately \$10 per sample. Dust and soil are collected for clearance tests at a cost of \$15 per sample. Follow-up dust testing will be done on at least 35% of the cleared properties 6 -9 months after clearance is achieved.

	Number	Number of samples per unit	Cost per sample	Total Cost
Risk Assessments	299	15	\$10	\$44,850
Clearance Tests	120	15	\$15	\$27,000
Follow-up tests (35%)	42	5	\$10	\$2100
Total cost				\$73,950

Training

Construction workers, contractors and professional practitioners will be provided with training and certification assistance to increase the local capacity of experts in lead hazard control work.

- a. Up to 50 people will be trained in EPA RRP guidelines and certification, focusing on MBE, WBE and Small businesses that work in the target neighborhoods. The primary consultant for this work will be Groundwork Denver , (a local trainer for National Center for Healthy Housing, EPA certified) to deliver the training in classroom settings. Cost is \$230/pp.

\$11,500

- b. A total of 13 individuals will receive first time training to become Risk Assessors, Supervisors or workers. Six assessors and supervisors will receive refresher training:

Risk Assessor (2 x \$745)	\$1,490
Supervisor (3 x \$675)	\$2,025
Workers (8 x \$350)	\$2,800
Assessor Refresher (3 x \$150)	\$450
Supervisor Refresher (3 x \$150)	\$450

\$7,215

Insurance

Insurance to cover NDHC for lead-specific work is approximately \$9,800 per year based on previous years' information

Total Cost = \$29,400

Community Based Intake / Bilingual outreach

Denver LBPHC will hire a bi-lingual community-based intake contractor to conduct door-to-door outreach and event marketing of the program and application delivery to targeted neighborhoods. The position will be part-time at 15 hours/week, \$12/hour. We plan to reach approximately 300 referrals over the course of the funding period.

Total Cost = \$28,080

Education and Outreach Expenses

- | | |
|---|-----------------|
| 1. Space/Booth/Equipment rental 12 events x \$1000/ event = | \$ 12,000 |
| 2. Annual Event Seminar : 3 X \$ 2500 = | \$ 7,500 |
| 3. Publication/Marketing : | <u>\$10,500</u> |

Total Education and Outreach Expenses: **\$30,000**

As a match, Groundwork Denver will provide broad community outreach about lead poisoning issues through its 500+ volunteers. GWD will reach out to over 20,000 households door-to-door in Denver's lower income neighborhoods. The volunteers will be trained to provide basic lead poisoning information to households with children under six years old. The value of this outreach is 500 volunteers x 1 hr spent on lead outreach x \$12/hr = \$6,000, plus staff preparation and data tracking time measured at 240 hours x \$26/hr) = \$6,240.

Total Match = \$12,260

State Certification Fees

The state of Colorado charges licensing fees for risk assessors, supervisors, and firms. The following table shows the annual costs and the expected years certified.

Certification	Annual	Quantity	Years	Total
Evaluation firm – NDHC	\$500	1	3	\$1,500
Abatement firm - NDHC	\$550	1	3	\$1,650
Risk assessor	\$230	2	3	\$1,380
Supervisor	\$230	2	3	\$1,380
Total:				\$5,910

Cell Phones

Cell phones for 2 rehab specialists and 1 outreach specialist at \$40 per month for 36 months.
Total cost = \$4,320

Other Allocated Offices Expenses

Monthly overhead office expenses for NDHC including equipment rental and maintenance, building maintenance and utilities such as phone and electric total \$2,690. The expenses

allocated to the LBPHC grant are estimated to be approximately \$600 per month for 36 months.
Total cost = \$21,600.

GHHI Integration

.5 FTE HHI coordinator - $\$18,500 \times 3 = \$55,250$; \$17,000 for training/curriculum; \$27,750 for Home Intervention Fund.

Total Direct Costs Match:

NHDC office rent @ \$800/month $\times 36 = \$28,800$

DEH blood sample testing = \$10,000

GHHI Integration Match = \$100,000 to fund Coordinator time over .5 FTE, remainder will support the Home Intervention Fund.

Also note:

1. DOSP funding of integrated efforts in the amount of \$1,261,330 for 2011, which will be leveraged to support lead hazard control efforts where possible (see attached Letter of Commitment)
2. VGJ anticipates completing at least 2000 Weatherization Home Energy Audits by June 30th 2011 at the average cost of \$600.00 ($2000 \times \$600 = \$1,200,000.00$). Out of these 2000 energy audits, we are committed to weatherizing 1354 households. From historical data 80% or 1080 of the households will be structures that were built pre 1978. The average cost per unit in this weatherization program is \$6,5000 ($1080 \times \$6,500.00 = \$7,020,000.00$). VGJ is therefore committing to leverage up to \$7,572,000.00 in funds to address the lead hazard control efforts.
3. National GHHI has pledged \$75,000 to match the DHHI efforts of which a portion will be leveraged to advance lead hazard control via enhanced coordination of healthy and safety issues.

TOTAL NDHC Budget: \$2,572,831

HUD Share: \$2,026,698

Match/Leverage calculable to date: \$546,133

Summary of Matching Funds

Contributor	Amount	Type of Match	Budget Category	Commitment
NDHC	\$37,573	In kind	Relocation	Ltr. Commit.
NDHC	\$28,800	In kind	Office	Ltr. Commit.
DEH	\$10,000	In kind	Staff	Ltr.Commit
DEH	\$50,000	In kind analysis and tracking of EBL and other environmental factors	Lead Hazard Control	Letter
NDC	\$30,000	Leveraged non-federal or	Lead Hazard	Letter

		CDBG rehab dollars	Control	
Private Owners	\$101,250	Program required contribution for landlords	Lead Hazard Control	Program requirement As in all three grants of past.
GWD	\$12,260	In kind	Outreach	Ltr. Commit
Energy Outreach Colorado	\$22,500	Multi family unit Rehab dollars	LHC	LOC attached
City of Denver	\$153,750	CDBG rehab dollars	LHC	
City of Denver	\$99,996	HHI Match	Integration, Outreach, Training	
City of Denver	\$21,414	CDBG admin	Staff	
TOTAL	\$567,543			
Percent Match	28%			

Grant Application Detailed Budget Worksheet

(Exp. 01/31/2008)

Name and Address of Applicant:		City & County of Denver		201 W. Colfax Ave., #204		Denver, CO 80202		Public reporting burden for this collection of information is estimated to average 3 hours 12 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, reviewing and completing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington Headquarters Service, Paperwork Project (0704-0188), Washington, DC 20503. HUD will use the information if the collection of information is required in order to receive the benefits to be derived. The information requested does not need to be confidential.							
Category										Detailed Description of Budget (for full grant period)					
1. Personnel (Direct Labor)		Estimated Hours	Rate per Hour	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income			
Program Manager (C. Smith) (1.3%)		81	\$35.71	\$2,897		2,897									
Community Development Associate (T. Haseman) (5%)		468	\$20.63	\$9,655		9,655									
Senior Accountant (N. Espinoza) (1.3%)		81	\$24.65	\$2,000		2,000									
Accounting Technician (K. Flores) (1.3%)		81	\$20.43	\$1,657		1,657									
Accounting Technician (S. Smith) (1.3%)		81	\$17.66	\$1,433		1,433									
Total Direct Labor Cost				\$17,641		17,641									
2. Fringe Benefits		Rate (%)	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income			
Health/Dental/Vision		17.80%	\$17,641	\$3,140		3,140									
Medicare		1.40%	\$17,641	\$247		247									
Social Security		6.10%	\$17,641	\$1,076		1,076									
Retirement		8.50%	\$17,641	\$1,499		1,499									
Disability		0.15%	\$17,641	\$26		26									
Life		0.32%	\$17,641	\$56		56									
Sick/Vacation/Holiday		14.20%	\$17,641	\$2,505		2,505									
Total Fringe Benefits Cost				\$8,551		8,551									
3. Travel															
3a. Transportation - Local Private Vehicle		Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income			
Subtotal - Trans - Local Private Vehicle															

form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet

Detailed Description of Budget											
3b. Transportation - Airfare (show destination)											
Washington, DC annual conference (1per/yr)											
Subtotal - Transportation - Airfare											
3c. Transportation - Other											
Transportation to and from airport											
Subtotal - Transportation - Other											
3d. Per Diem or Subsistence (indicate location)											
Per diem in Washington DC											
Hotel in Washington DC											
Subtotal - Per Diem or Subsistence											
Total Travel Cost											
4. Equipment (Only items over \$5,000 Depreciated value)											
Total Equipment Cost											

Detailed Description of Budget

form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet

Detailed Description of Budget

8. Construction Costs											
8a. Administrative and legal expenses	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Administrative and legal expenses											
8b. Land, structures, rights-of way, appraisal, etc	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Land, structures, rights-of way, ...											
8c. Relocation expenses and payments	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Relocation expenses and payments											
8d. Architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Architectural and engineering fees											
8e. Other architectural and engineering fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Other architectural and engineering fees											
Subtotal - Other architectural and engineering fees											

Grant Application Detailed Budget Worksheet

8f. Project inspection fees	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Project inspection fees											
8g. Site work	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Site work											
8h. Demolition and removal	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Demolition and removal											
8i. Construction	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Construction											
8j. Equipment	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Equipment											
8k. Contingencies	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Contingencies											
8l. Miscellaneous	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Subtotal - Miscellaneous											
Total Construction Costs											

	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income	
9. Other Direct Costs												
Total Other Direct Costs												
Subtotal of Direct Costs			\$2,599,019	0	0					0		
10. Indirect Costs	Type	Rate	Base	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
Total Indirect Costs												
Total Estimated Costs				\$2,599,019	2,026,698	279,338					292,383	

Grant Application Detailed Budget Worksheet

Detailed Description of Budget		
Analysis of total estimated costs	Estimated Costs	Percent of total
1 Personnel (direct labor)	\$17,641	1%
2 Fringe	\$8,551	0%
3 Travel	\$3,510	0%
4 Equipment	\$0	0%
5 Supplies and materials	\$0	0%
6 Consultants	\$0	0%
7 Contracts and Subgrantees	\$2,569,317	99%
8 Construction	\$0	0%
9 Other Direct Costs	\$0	0%
10 Indirect Costs	\$0	0%
Total:	\$2,599,019	100%
HUD OHHLHC share:	\$2,026,698	78%
Match: (as percentage of HUD share)	\$572,321	28.239%

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Grant Application Detailed Budget Worksheet

(Exp. 01/31/2008)

Name and Address of Applicant:

Northeast Denver Housing Center
1735 Gaylord St.
Denver, CO 80206

Category

Detailed Description of Budget (for full grant period)

Public reporting burden for the collection of information is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect the information and you are not required to respond to the collection of information unless it displays a currently valid OMB control number. Information collected will provide proposed budget data for HUD programs. HUD will use the information in the selection of applicants. Response to this request for information is required in order to receive the benefits to be derived. The information requested does not need to be confidential.

Category	1. Personnel (Direct Labor)	Estimated Hours	Rate per Hour	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	9	624	\$51.33	\$32,030	32,030							
	Program Director (D. Acevedo) (30%)	1,872	\$33.03	\$61,832	61,832							
	Rehab Specialist (P. Rusin) (100%)	6,240	\$21.47	\$133,973	133,973							
	Rehab Specialist (Vacant) (100%)	6,240	\$19.45	\$121,368	121,368							
	Outreach/Education Specialists (Christine Smith) (100%)	6,240	\$18.48	\$115,315	115,315							
	Bookkeeping (R. Cockrell) (50%)	3,120	\$19.81	\$61,807	61,807							
	Program Manager (Vacant) (100%)	6,240	\$24.50	\$152,880	152,880							
	Admin Assistant (L. Reynolds) (50%)	3,120	\$18.65	\$58,188	58,188							
	Total Direct Labor Cost			\$737,393	\$737,393							
	2. Fringe Benefits											
	FICA	Rate (%)	Base	Estimated Cost	HUD Share							
	Health/Dental/Vision	7.65%	\$737,393	\$56,411	\$56,411							
	Workman's Comp	12.00%	\$737,393	\$88,487	\$88,487							
	Unemployment	0.39%	\$737,393	\$2,876	\$2,876							
	Retirement (403b)	2.82%	\$737,393	\$20,794	\$20,794							
		0.64%	\$737,393	\$4,719	\$4,719							
	Total Fringe Benefits Cost			\$173,287	\$173,287							
	3. Travel											
	3a. Transportation - Local Private Vehicle	Mileage	Rate per Mile	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	Lead Hazard Control in Denver	12000	\$0.500	\$6,000	6,000							
	Additional Risk Assessments	1600	\$0.500	\$800	800							
	To and from meetings	1728	\$0.500	\$864	864							
	Subtotal - Trans - Local Private Vehicle			\$7,664	7,664							

form HUD-424-CBW (2/2003)

Grant Application Detailed Budget Worksheet

Detailed Description of Budget											
3b. Transportation - Airfare (show destination) Washington DC annual conference (1 per/yr)	Trips	Fare	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	3	\$450.00	\$1,350	1,350							
Subtotal - Transportation - Airfare			\$1,350	1,350							
3c. Transportation - Other Transportation to and from airport	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	3	\$45.00	\$135	135							
Subtotal - Transportation - Other			\$135	135							
3d. Per Diem or Subsistence (indicate location) Per diem in Washington DC Hotel in Washington DC	Days	Rate per Day	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	9	\$45.00	\$405	\$405							
	9	\$180.00	\$1,620	\$1,620							
Subtotal - Per Diem or Subsistence			\$2,025	\$2,025							
Total Travel Cost			\$11,174	\$11,174							
4. Equipment (Only items over \$5,000 Depreciated value) XRF machine	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/Tribal Share	Other	Program Income
	1	\$20,000.00	\$20,000	20,000							
Total Equipment Cost			\$20,000	20,000							

Detailed Description of Budget

INTN H) 10-424-08W (3/2003)

Detailed Description of Budget

NDHC DBP FINAL BUDGET (2)

Grant Application Detailed Budget Worksheet

	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/ Tribal Share	Other	Program Income
8f. Project inspection fees											
Subtotal - Project inspection fees											
8g. Site work											
Quantity		Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/ Tribal Share	Other	Program Income
Subtotal - Site work											
8h. Demolition and removal											
Quantity		Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/ Tribal Share	Other	Program Income
Subtotal - Demolition and removal											
8i. Construction											
Quantity		Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/ Tribal Share	Other	Program Income
Subtotal - Construction											
8j. Equipment											
Quantity		Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/ Tribal Share	Other	Program Income
Subtotal - Equipment											
8k. Contingencies											
Quantity		Unit Cost	Estimated Cost	HUD Share	Applicant Match	Other HUD Funds	Other Federal Share	State Share	Local/ Tribal Share	Other	Program Income
Subtotal - Contingencies											

	Quantity	Unit Cost	Estimated Cost	HUD Share	Applicable Match	Unrec'd HUD Funds	Unrec'd Federal Share	Unrec'd State Share	Unrec'd Tribal Share	Unrec'd Program Income
81. Miscellaneous										
Subtotal - Miscellaneous										
Total Construction Costs										

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Form HUD-424-CBW (2/2003)

[illegible]

Grant Application Detailed Budget Worksheet

Detailed Description of Budget		
Analysis of total estimated costs	Estimated Costs	Percent of total
1 Personnel (direct labor)	\$737,393	36%
2 Fringe	\$173,287	9%
3 Travel	\$11,174	1%
4 Equipment	\$20,000	1%
5 Supplies and materials	\$31,500	2%
6 Consultants	\$238,188	12%
7 Contracts and Subgrantees	\$672,900	33%
8 Construction	\$0	0%
9 Other Direct Costs	\$138,745	7%
10 Indirect Costs	\$0	0%
Total:	\$2,023,188	100%
HUD OHHLHC share:	\$2,023,188	100%
Match: (as percentage of HUD share)	\$572,321	28.288%
7		

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.

EXHIBIT C

(SEE ATTACHED INSURANCE CERTIFICATE)



CERTIFICATE OF LIABILITY INSURANCE

OP ID: 01

DATE (MM/DD/YYYY)

03/10/10

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 Walker Dilworth LLC 1500 Leyden Street Denver, CO 80220 Walker Dilworth Agency	303-370-0930	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: NORTH-1
INSURED Northeast Denver Housing Center, Inc. Tracy Smith 1735 Gaylord Street Denver, CO 80206-1208	INSURER(S) AFFORDING COVERAGE INSURER A : CNA Surety INSURER B : Pinnacol Assurance INSURER C : Hull & Co. (Rocky Mtns) INSURER D : INSURER E : INSURER F :	

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	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			4099852	06/01/10	06/01/11	X WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A				E L EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 100,000
A	Prof. Liability			267908924	08/15/10	08/15/11	Prof Lia 1,000,000
C	Polution Lia			UBESF100620017	06/26/10	06/26/11	Pol Lia 1,000,000

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

The City & County of Denver, its elected and appointed official, employees and volunteers are named as Add'l Insured on Prof. Lia. Wavier of Subrogation applies

CERTIFICATE HOLDER

CANCELLATION

CITYDEN

City and County of Denver
Office of Economic Development
201 W. Colfax Ave. Dept #204
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
Walker Dilworth Agency

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CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Northeast Denver Housing
 1735 Gaylord St
 Denver, CO 80206-1208

Agent's Name, Address and Phone Number (Agt./Dist.)
 Rodney Dorsey (303) 388-9190
 925 S Niagara St. #620
 Denver, CO 80224-1604 (169/302)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that 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.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory ***** Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
<input type="checkbox"/> General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input checked="" type="checkbox"/> Businessowners Liability <input type="checkbox"/>	05-XC8152-34-00	7/22/2010	7/22/2011	General Aggregate \$ 2,000,000 Products - Completed Operations Aggregate \$ 2,000,000 Personal and Advertising Injury \$ 1,000,000 Each Occurrence \$ 1,000,000 Damage to Premises Rented to You \$ 50,000 Medical Expense (Any One Person) \$ 5,000
Businessowners Liability				Each Occurrence †† \$,000 Aggregate †† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Auto <input type="checkbox"/> Nonowned Autos				Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000
Other (Miscellaneous Coverages) 6700 E COLFAX \$465,839; 3691-3693 GLENCOE \$266,542; 3381-3389 KEARNEY \$229,864; 1404 GARFIELD \$931,676; 1408 JERSEY \$266,542				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS The Businessowners policy is endorsed to include the City and County of Denver, its elected and appointed officials, employees and volunteers as Additional Insured on the BP 04 02 Ends.				
CERTIFICATE HOLDER'S NAME AND ADDRESS		CANCELLATION		
• CITY AND COUNTY OF DENVER OFFICE OF ECONOMIC DEVELOPMENT 201 W COLFAX AVE DEPT 1005 DENVER CO 80202		<input checked="" type="checkbox"/> Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail * (30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown. <input type="checkbox"/> This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.		
		DATE ISSUED 7/22/2010	AUTHORIZED REPRESENTATIVE RODNEY DORSEY	

CERTIFICATE OF LIABILITY INSURANCE

American Family Insurance Company ☐
 American Family Mutual Insurance Company if selection box is not checked.
 6000 American Pky Madison, Wisconsin 53783-0001

Insured's Name and Address
 Northeast Denver Housing Center, Inc
 1735 Gaylord St
 Denver, CO 80206-1208

Agent's Name, Address and Phone Number (Agt./Dist.)
 Rodney Dorsey (303) 388-9190
 925 S Niagara St. #620
 Denver, CO 80224-1604 (169/302)

This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder.
 This certificate does not amend, extend or alter the coverage afforded by the policies listed below.

COVERAGES				
This is to certify that 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.				
TYPE OF INSURANCE	POLICY NUMBER	POLICY DATE		LIMITS OF LIABILITY
		EFFECTIVE (Mo, Day, Yr)	EXPIRATION (Mo, Day, Yr)	
Homeowners/ Mobilehomeowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Boatowners Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Personal Umbrella Liability				Bodily Injury and Property Damage Each Occurrence \$,000
Farm/Ranch Liability				Farm Liability & Personal Liability Each Occurrence \$,000 Farm Employer's Liability Each Occurrence \$,000
Workers Compensation and Employers Liability †				Statutory ***** Each Accident \$,000 Disease - Each Employee \$,000 Disease - Policy Limit \$,000
General Liability <input type="checkbox"/> Commercial General Liability (occurrence) <input type="checkbox"/> <input type="checkbox"/>				General Aggregate \$,000 Products - Completed Operations Aggregate \$,000 Personal and Advertising Injury \$,000 Each Occurrence \$,000 Damage to Premises Rented to You \$,000 Medical Expense (Any One Person) \$,000
Businessowners Liability	05-XC8152-34-00	7/22/2010	7/22/2011	Each Occurrence†† \$,000 Aggregate†† \$,000
Liquor Liability				Common Cause Limit \$,000 Aggregate Limit \$,000
Automobile Liability <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input checked="" type="checkbox"/> Hired Auto <input checked="" type="checkbox"/> Nonowned Autos <input type="checkbox"/>	05-X8152-34-00	7/22/2010	7/22/2011	Bodily Injury - Each Person \$,000 Bodily Injury - Each Accident \$,000 Property Damage \$,000 Bodily Injury and Property Damage Combined \$ 1,000,000
Excess Liability <input type="checkbox"/> Commercial Blanket Excess <input type="checkbox"/>				Each Occurrence/Aggregate \$,000

Other (Miscellaneous Coverages)

Hired & Non-Owned Autos is an Endorsement on the Businessowners that extends the liability over to the personal cars driven by company officials during work.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / RESTRICTIONS / SPECIAL ITEMS

The Businessowners policy is endorsed to include CITY AND COUNTY OF DENVER, its elected and appointed officials, employees and volunteers as Additional Insured on the BP 04 02 Ends.

† The individual or partners shown as insured ☐ Have ☐ Have not elected to be covered as employees under this policy.

†† Products-Completed Operations aggregate is equal to each occurrence limit and is included in policy aggregate.

CERTIFICATE HOLDER'S NAME AND ADDRESS

CITY AND COUNTY OF DENVER
 OFFICE OF ECONOMIC DEVELOPMENT
 BUSINESS AND HOUSING SERVICES
 201 W COLFAX AVE DEPT 204
 DENVER CO 80202

FAX: 720-913-1800
 ATTN: Melissa

CANCELLATION

☒ Should any of the above described policies be cancelled before the expiration date thereof, the company will endeavor to mail * (30 days) written notice to the Certificate Holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives. *10 days unless different number of days shown.

☐ This certifies coverage on the date of issue only. The above described policies are subject to cancellation in conformity with their terms and by the laws of the state of issue.

DATE ISSUED

1/11/2011

AUTHORIZED REPRESENTATIVE

RODNEY DORSEY (AGENT)

PART II
SUPPLEMENTARY GENERAL CONDITIONS (CDBG)

ARTICLE I
FEDERAL REQUIREMENTS

The following conditions take precedence over any conflicting conditions in the Agreement.

Sec. 100. Definitions. As used in this Agreement:

- A. "City" means City and County of Denver or a person authorized to act on its behalf.
- B. "Contractor" means a person or entity that has entered into an Agreement with the City under which the person or entity will receive federal funds under the Community Development Block Grant Program. "Subcontractor" means any person or entity that enters into an agreement or contract with a Contractor.
- C. "OED" means the City's Office of Economic Development or a person authorized to act on its behalf.
- D. "HUD" means the Secretary of Housing and Urban Development or a person authorized to act on his behalf.
- E. "Construction contract or agreement" means a contract for construction, rehabilitation, alteration and/or repair, including painting and decorating.

Sec. 101. Housing and Community Development Act of 1974. This Agreement is subject to Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), pertaining to Community Development Block Grants, and HUD regulations at 24 C.F.R. 570 et seq., and 24 C.F.R. 85 et seq.

Sec. 102. Uniform Administrative Requirements. This Agreement is subject to the requirements of U.S. Office of Management and Budget (OMB) Circular Nos. A-87, A-110, A-122, A-128, and A-133, and applicable sections of 24 C.F.R. Parts 84 and 85 as they relate to the acceptance and use of Federal funds.

Sec. 103. Nondiscrimination Under Title VI of the Civil Rights Act of 1964.

A. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and implementing regulations at 24 C.F.R. Part 1, prohibiting discrimination on the basis of race, color, or national origin in any program or activity receiving federal financial assistance.

B. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Contractor shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis of race, color, religion, sex or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Contractor and the United States are beneficiaries of and entitled to enforce such covenant. The Contractor agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

Sec. 104. Nondiscrimination in Housing Under Title VIII of the Civil Rights Act of 1968. This Agreement is subject to the requirements of Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), and implementing regulations, prohibiting housing discrimination on the basis of race, color, religion, sex, or national origin. The Contractor agrees to carry out the services under this Agreement in a manner so as to affirmatively further fair housing.

Sec. 105. Nondiscrimination Under Age Discrimination Act of 1975. This Agreement is subject to the requirements of the Age Discrimination Act of 1975 (P.L. 94-135) and implementing regulations of the U.S. Department of Health and Human Services. Except as provided in the Act, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving funds under this Agreement. The Contractor will include the provisions of the above clause in every subcontract which is paid for in whole or in part with assistance provided under this Agreement.

Sec. 106. Compliance with Section 109 of the Housing and Community Development Act of 1974. This Agreement is subject to Section 109 of the Housing and Community Development Act of 1974, as amended, and implementing regulations (24 C.F.R. Section 570.607), providing that no person shall be excluded from participation (including employment), denied program benefits or subjected to discrimination on the basis of race, color, national origin or sex under any program or activity funded in whole or in part under Title I of the Act.

Sec. 107. Nondiscrimination and Equal Opportunity in Housing Under Executive Order 11063. This Agreement is subject to Executive Order 11063, issued November 20, 1962, as amended by Executive Order 12259, issued December 31, 1980, and implementing regulations at 24 C.F.R. Part 107, requiring equal opportunity in housing by prohibiting discrimination on the basis of race, color, religion, sex or national origin in the sale or rental of housing built with federal assistance.

Sec. 108. Nondiscrimination on the Basis of Handicap Under Rehabilitation Act of 1973. This Agreement is subject to Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112), as amended, and regulations at 24 C.F.R. Part 8, providing that no otherwise qualified individual shall, solely by reason of a handicap, be excluded from participation (including employment), denied program benefits or subjected to discrimination under any program or activity receiving federal funds.

Sec. 109. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

A. The work to be performed under this contract is subject to the requirements of section 3 of Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3 shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of this notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.

F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Sec. 110. Relocation Assistance and Property Acquisition Requirements.

This Agreement is subject to the relocation and acquisition requirements of the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, as amended, and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing & Community Development Act, as amended, and implementing regulations at 24 C.F.R. Part 42; and 24 C.F.R. 570.606. The Contractor must comply with the City's Anti Displacement and Relocation Assistance Plan on file.

Sec. 111. Conflict of Interest.

A. Conflicts Prohibited.

1) Except for the use of CDBG funds to pay salaries or other related administrative or personnel costs, no employees, agents, consultants, officers, or elected or appointed officials of the Contractor or of the City who exercise or have exercised any functions or responsibilities in connection with activities funded under this Agreement or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain any personal or financial interest or benefit from the proceeds of this Agreement for themselves, their families or business associates during their tenure and for one year thereafter. Such prohibited interests include the acquisition and disposition of real property; all subcontracts or agreements for goods or services; and any grants, loans or other forms of assistance provided to individuals, businesses and other private entities out of proceeds of this Agreement.

2) The Contractor's officers, employees or agents shall not solicit or accept gratuities, favors or anything of monetary value from subcontractors, or potential subcontractors.

3) No employee, officer or agent of the Contractor shall perform or provide part-time services for compensation, monetary or otherwise, to a consultant or other subcontractor that has been retained by the Contractor under this Agreement.

4) In the event of a real or apparent conflict of interest, the person involved shall submit to the Contractor and the City a full disclosure statement setting forth the details of the conflict of interest in accordance with 24 C.F.R. 570.611(d), relating to exceptions by HUD. In cases of extreme and unacceptable conflicts of interest, as determined by the City and/or HUD, the City reserves the right to terminate the Agreement for cause, as provided in Article V below. Failure to file a disclosure statement shall constitute grounds for termination of this Agreement for cause by the City.

B. Interest of Certain Federal Officials. No member of the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Sec. 112. Political Activity Prohibited. None of the funds provided under this Agreement shall be used directly or indirectly for any partisan political activity, or to further the election or defeat of any candidate for public office.

Sec. 113. Lobbying Prohibited. None of the funds provided under this Agreement shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the U.S. Congress.

Sec. 113(a). Prohibition on Use of Federal Funds for Lobbying; Requirements for Disclosure Statements, and CERTIFICATION. Section 319, P.L. 101-121. Any contractor, subcontractor and/or grantee receiving federal appropriated funds certifies by signing this Agreement, in two parts Part I, and Part II and signing and/or entering into any other agreement in connection with this Agreement, to the best of his or her knowledge and belief, that:

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

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

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Sec. 114. Copyrights. If this Agreement results in a book or other copyright material, the author is free to copyright the work but HUD and the City reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

Sec. 115. Patents. Any discovery or invention arising out of or developed in the

course of work under this Agreement shall be promptly and fully reported to HUD for determination as to whether patent protection on such invention or discovery should be sought, and how the rights under any patent shall be allocated and administered in order to protect the public interest.

Sec. 116. Theft or embezzlement from OED funds; Improper Inducement, Obstruction of Investigations and other Criminal provisions. Under 24 C.F.R. 24, the Contractor and/or any member of its staff may be debarred, suspended, and/or criminally liable if s/he:

- A. Embezzles, willfully misapplies, steals or obtains by fraud any of the monies, funds, assets or property which are the subject of the contract;
- B. By threat of procuring dismissal of any person from employment, induces any persons to give up money or things of value;
- C. Willfully obstructs or impedes an investigation or inquiry under HUD;
- D. Directly or indirectly provides any employment, position, compensation, contract, appointment or other benefit, provided for or made possible in whole or in part by OED funds to any person as consideration, or reward for any political action by or for the support or opposition to any candidate of any political party;
- E. Directly or indirectly knowingly causes or attempts to cause any person to make a contribution of a thing of value (including services) for the benefit of any candidate or any political party, by means of the denial or threat of denial of any employment or benefit funded under the Act.

ARTICLE II

DISBURSEMENTS AND ACCOUNTING

Sec. 201. Eligible and Ineligible Costs. Costs under this Agreement are governed by OMB Circular A-87 or A-122 as applicable. All costs incurred by the Contractor using monies under this Agreement must be reasonable and relate clearly to the specific purposes and end product of the Agreement. To be eligible for reimbursement, expenditures must: (1) Be necessary and reasonable for proper and efficient performance of the contractual requirements and in accordance with the approved budget; (2) Be no more liberal than policies, procedures and practices applied uniformly to activities of the City, both Federally assisted and non-Federally assisted; (3) Not be allocable to or included as a cost of any other Federally financed program; (4) Be net of all applicable credits, such as purchase discounts, rebates or allowances, sales of publications or materials, or other income or refunds; and (5) Be fully documented.

The following costs or expenditures by the Contractor are specifically ineligible for reimbursement: bad debts, contingency reserves, contributions and donations, entertainment and fines and penalties.

Sec. 202. Documentation of Costs. All costs must be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

Sec. 203. Charges Against Project Account.

A. Payments under the Agreement shall be made on an actual basis for services that are performed and fully documented as having been performed. The City shall not reimburse or pay any expenditures, costs or payments that are inconsistent with the last approved budget. The budget for this Agreement may be revised upon written request of the Contractor, and written approval from OED.

B. At any time prior to final payment, the City may have the invoices and statements of costs audited. Each payment shall be subject to reduction for amounts which are found by the City not to constitute allowable costs. Any payment may be reduced for overpayments, or increased for underpayments, on preceding invoices or vouchers.

C. In the absence of error or manifest mistake, all payments when approved shall be evidence of the services performed, except that all payments made by the City to the Contractor are subject to correction in accordance with the audit findings of the City or HUD. The Contractor shall promptly repay the City the amounts determined to be due on the basis of such audit.

D. Prior to final payment, the Contractor shall first furnish the City evidence in affidavit form that all claims, liens, or other obligations incurred by it and all of its subcontractors or agents in connection with the performance of their services have been properly paid and settled.

E. Contract funds remaining unspent by the Contractor at the termination of the Agreement for any cause shall be returned to the City within the time specified by the City. Interest shall accrue in the favor of the City at the rate of eight percent (8%) per annum on such funds thereafter.

Sec. 204. Method of Payment and Disbursements. The Contractor must submit properly executed invoices and requests for payment to OED. The City agrees to establish a payment procedure that will provide funds in a timely and regular manner, and which will include, among other things, the requirement for a ten percent (10%) retainage by the City where funds are disbursed for construction. The Contractor agrees to disburse funds within seventy-two (72) hours of receiving payment from the City.

Sec. 205. Travel Expenses. Reimbursement for travel and related subsistence, local mileage and parking, is limited to those costs and amounts for which the City reimburses City

employees for official travel. First class air-fare is not allowable. Any travel outside of the Denver metropolitan area must be specifically authorized in advance by the City.

Sec. 206. Designation of Depository. The Contractor shall designate a commercial bank which is a member of the Federal Deposit Insurance Corporation for deposit of funds under this Agreement. Any balance deposited in excess of FDIC insurance coverage must be collaterally secured. The Contractor is encouraged to use minority or female-owned banks.

Sec. 207. Refunds. The Contractor agrees to refund to the City any payment or portions of payments which HUD and/or the City determine were not properly due to the Contractor.

ARTICLE III **CONSTRUCTION CONTRACTS AND LABOR STANDARDS**

Sec. 301. Lead-Based Paint Hazards. The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint Regulations, 24 C.F.R. Part 570.608. The Contractor is responsible for the inspections and certifications required.

Sec. 302. Davis-Bacon Act. Except for the rehabilitation of residential property that contains not less than eight (8) units, the Contractor and all subcontractors hired under contracts for more than \$2,000.00 for the construction or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with the Davis-Bacon Act, 40 U.S.C. 276a to 276a-7, and applicable regulations of the Department of Labor under 29 C.F.R. Part 5, requiring the payment of wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor. The current Davis-Bacon wage rate schedule must be included in all bid and contract documents, as well as the "Federal Labor Standards Provisions", Form HUD-4010, by one of the following methods contained in the Labor Relations Letter No. LR 2006-03 at <http://www.hud.gov/offices/olr/library.cfm>.

Sec. 303. Contract Work Hours and Safety Standards Act. All federally assisted construction contracts of more than \$2,000.00 must comply with Department of Labor regulations (29 C.F.R. Part 5), and all federally assisted construction contracts of more than \$100,000.00 must comply with the Contract Work Hours and Safety Standards Act of 1962 (40 U.S.C. 327 et seq.).

Sec. 304. Anti-Kickback Act. If this Agreement involves construction or repair, then it is subject to the Copeland "Anti-Kickback" Act of 1934 (40 U.S.C. 276c) and Department of Labor regulations (29 C.F.R. Part 3), prohibiting and prescribing penalties for "kickbacks" of wages. Wages must be paid in accordance with the requirements of 29 C.F.R. Part 3 and 29 C.F.R. 5.5.

Sec. 305. Equal Employment Opportunity Under Executive Order No. 11246, as Amended. If this Agreement involves a federally assisted construction project in excess of \$10,000.00 then it is subject to Executive Order No. 11246, as amended by Executive Orders 11375 and 12086, HUD regulations at 24 C.F.R. Part 130, and the Department of Labor Regulations at 41 C.F.R. Chapter 60.

The Contractor agrees that it will be bound by the equal opportunity clause set forth below and other provisions of 41 C.F.R. Chapter 60, with respect to its own employment practices when it participates in federally assisted construction work, provided that if the Contractor so participating is a State or local government, the equal opportunity clause set forth below is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The Contractor agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Agreement, the following equal opportunity clause:

“During the performance of this Agreement, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all employment is without regard to race, color, religion, sex or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement, or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September

24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions or paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The subcontract or purchase orders shall include such terms and conditions as the Department may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a contractor debarred from or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and

penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontracts by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with the requirements hereof, the City may take any or all of the following actions: Cancel, terminate or suspend, in whole or in part this grant, contract, agreement or loan; refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.”

ARTICLE IV

ENVIRONMENTAL AND HISTORIC CONDITIONS

Sec. 401. Environmental Clearance. No funds under this Agreement may be obligated or spent for acquisition or construction until Contractor has received written environmental clearance from OED. Any special environmental and historic conditions imposed by the City must be incorporated into the design and construction of the project.

Sec. 402. Compliance with Clean Air and Water Acts. If this Agreement provides assistance in excess of \$100,000, then the Contractor and all subcontractors must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act, (33 USC 1368), the Federal Water Pollution Control Act, (33 USC 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency (“EPA”) regulations (40 C.F.R. Part 15), which prohibit the use of facilities included on the EPA List of Violating Facilities.

Sec. 403. Additional Environmental and Historic Conditions. This Agreement is also subject to the following statutes, executive orders and regulations, when the Contractor is so instructed by the City or the United States of America.

A. National Environmental Policy Act of 1969 (42 USC 4321 *et seq.*), HUD regulations (24 C.F.R. Part 58) and the Council on Environmental Quality regulations (40 C.F.R. Parts 1500-1508) providing for establishment of national policy and procedures for environmental quality;

B. National Historic Preservation Act of 1966 (16 USC 470 *et seq.*), requiring consideration of the effect of a project on any site or structure that is included in or eligible for inclusion in the National Register of Historic Places;

C. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 *et seq.*), requiring that federally-funded projects contribute to the preservation and enhancement of sites, structures and objects of historical, architectural or archaeological significance;

D. Reservoir Salvage Act of 1960 (16 USC 469 *et seq.*) as amended by the

Archaeological and Historical Data Preservation Act of 1974, (16 USC 469 et seq.), providing for the preservation of historic and archaeological data that would be lost due to federally-funded development and construction activities;

E. Flood Disaster Protection Act of 1973, (42 USC 4001 et seq.), relating to mandatory purchase of flood insurance in areas having special flood hazards;

F. Executive Order 11988, Flood Plain Management, May 24, 1977 (42 FR 26951 et seq.) prohibiting certain activities in flood plains unless there is no practical alternative, in which case the action must be designed to minimize potential damage;

G. Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.), requiring review of all actions affecting a wetland;

H. Safe Drinking Water Act of 1974, (42 USC 201, 300f et seq.), prohibiting federal financial assistance for any project which the Environmental Protection Agency determines may contaminate an aquifer which is the sole or principal drinking water source for an area;

I. Endangered Species Act of 1973, (16 USC 1531 et seq.), requiring that actions funded by the federal government do not jeopardize endangered and threatened species;

J. Wild and Scenic Rivers Act of 1968, (16 USC 1271 et seq.), prohibiting federal assistance in the construction of any water resources project that would have a direct and adverse affect on the National Wild and Scenic Rivers System;

K. Clean Air Act, (42 USC 7401 et seq.), prohibiting federal assistance for any activity which does not conform to the State implementation plan for national primary and secondary ambient air quality standards;

L. Farmland Protection Policy Act of 1981 (7 USC 4201 et seq.) relating to the effects of federally assisted programs on the conversion of farmland to non-agricultural uses;

M. HUD Environmental Criteria and Standards, (24 C.F.R. Part 51) providing national standards for noise abatement and control, acceptable separation distances from explosive or fire prone substances and suitable land uses for airport runway clear zones.

ARTICLE V **TERMINATION**

Sec. 501. Termination Due to Loss of Funding. This Agreement is funded with monies provided by the U.S. Department of Housing and Urban Development. If such funds or any part thereof are not appropriated by City Council or paid into the City Treasury, the City may

immediately terminate this Agreement.

Sec. 502. Termination for Cause.

A. The City may terminate this Agreement whenever the Contractor materially fails to perform any of its obligations under this Agreement in a timely and proper manner, or is otherwise in default, and shall fail to cure such default within a period of ten (10) days (or such longer period as the City may allow) after receipt from the City of a notice specifying the default.

B. If the City has sustained damages due to the Contractor's breach of this Agreement, the City may withhold payment as a set off until the amount of damages due to the City is determined.

Sec. 503. Termination for Convenience. The City may terminate this Agreement at any time the City desires. The City shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.

Sec. 504. Payment After Termination. The Contractor shall be reimbursed only for that portion of work satisfactorily completed at the effective date of the termination.

Sec. 505. Reversion of Assets. Upon termination of this Agreement for any reason, or upon expiration of this Agreement, any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds must be immediately returned to the City. Any real property under the Contractor's control that was acquired or improved with more than \$25,000 in CDBG funds must either: (1) be used to meet one of the national objectives of the Housing and Community Development Act of 1974, listed in 24 C.F.R. 570.901 for five years after termination or expiration of this Agreement; or (2) disposed of so that the City is reimbursed for the fair market value of the property, minus any portion of the value attributable to expenditures of non-CDBG funds.

ARTICLE VI
MISCELLANEOUS

Sec. 601. Personnel. The Contractor represents that it has or will secure all personnel required in performing its services under this Agreement. All services required of the Contractor will be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and authorized or permitted under State and local laws to perform such services.

Sec. 602. Subject to Local Laws. This Agreement shall be construed and enforced in accordance with Colorado law, and the Charter and Revised Municipal Code of the City and County of Denver. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver, Colorado.

Sec. 603. Contractual Relationship. The Contractor shall not be considered for any purpose whatsoever to be an agent or an employee of the City. It is understood and agreed that the status of the Contractor shall be that of an independent contractor.

Sec. 604. When Rights and Remedies Not Waived. Payment by the City shall not be construed to be a waiver of any breach which may then exist on the part of the Contractor, and no assent, expressed or implied, to any breach shall be deemed a waiver of any other breach.

Sec. 605. Sales and Use Taxes. The Contractor or any subcontractor is not exempt from payment of the City Sales Tax or Use Tax. In accordance with applicable State and local law, the Contractor will pay, and/or require subcontractors to pay, all sales and use taxes on tangible personal property, including that built into a project or structure, acquired under this Agreement.

Sec. 606. Patented Devices, Materials, and Processes. If the Contractor employs any design, device, material or process covered by letter of patent or copyright, it shall provide for such use by suitable legal agreement with the patentee or owner. The Contractor shall defend, indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the City for any costs, expenses, and damages which the City may be obliged to pay by reason of any infringement.

Sec. 607. Titles and Subheadings. The titles and subheadings used in this Agreement are for the convenience of reference only and shall not be taken as having any bearing on the interpretation of this Agreement.

Sec. 608. Notices. All notices shall be given by certified mail. Notices to the City shall be addressed to the Director of the Office of Economic Development. Either of the parties may designate in writing substitute addresses or persons to receive notices.