

RESOLUTION NO. 1629

**A RESOLUTION OF THE GOLDEN CITY COUNCIL
APPROVING A REVISED INTERGOVERNMENTAL
AGREEMENT BETWEEN JEFFERSON COUNTY AND THE
MUNICIPALITIES OF GOLDEN, WHEAT RIDGE,
EDGEWATER, AND MOUNTAIN VIEW PERTAINING TO THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, the City of Golden entered into an Intergovernmental Agreement with Jefferson County, dated May 27, 1993, to participate in a joint program with Jefferson County and the municipalities of Wheat Ridge, Edgewater and Mountain View in a combined Community Development Block Grant program; and


WHEREAS, the City of Golden approved amendments to that agreement on December 21, 1993, December 20, 1994, and February 13, 1997, pertaining to the operation of said Community Development Block Grant program; and

WHEREAS, Jefferson County staff has requested that a revised Intergovernmental Agreement be approved to update administrative provisions for the program.

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


Section 1. The revised Intergovernmental Agreement between Jefferson County and the municipalities of Golden, Wheat Ridge, Edgewater, and Mountain View pertaining to the Community Development Block Grant program, is approved substantially in the form attached hereto. The Mayor is authorized to execute the Agreement on behalf of City Council subject to final approval of the form of the Agreement by the City Attorney.

Adopted this 8th day of December, 2005.



Charles J. Baroch
Mayor

ATTEST:



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:



James A. Windholz
City Attorney

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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 8th day of December, A.D., 2005.

(SEAL)

ATTEST: Dominique Joubert, Deputy
Susan M. Brooks, City Clerk of the City of
Golden, Colorado

INTERGOVERNMENTAL COOPERATION AGREEMENT

Between

JEFFERSON COUNTY

and the

CITIES OF EDGEWATER, GOLDEN, Town of MOUNTAIN VIEW, WHEAT RIDGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
(Federal Fiscal Years 2005 through 2008)

THIS AGREEMENT, dated for reference purposes only this ____ day of _____, 2005, is between Jefferson County, Colorado (the "County"), a body politic and corporate of the State of Colorado, and the Cities of Edgewater, Golden, Town of Mountain View and Wheat Ridge (the "Cities"), municipal corporations of the State of Colorado located in Jefferson County.

RECITALS

- A. Pursuant to The Housing and Community Development Act of 1974, as amended, 42 U.S.C. 5301 et seq., (the "Act"), the U.S. Department of Housing and Urban Development ("HUD") administers a wide range of local housing and community development activities and programs under Title I of the Act.
- B. The primary objective of Title I of the Act is the development of viable urban communities, by providing decent housing, a suitable living environment, and expanding economic opportunities principally for persons of low and moderate income. To further this objective, the Federal government provides Community Development Block Grant ("CDBG") funds to local governments to conduct and administer housing and community development activities and projects (the "CDBG Programs"). The CDBG Programs are governed by regulations contained in 24 C.F. R. Part 570 (the "Regulations").
- C. A determination has been made by HUD that the County is eligible to qualify as an urban county to receive funds from HUD by annual grant agreement.

D. To become entitled on an annual basis to receive CDBG funds, a county must qualify as an "urban county." Cities and other units of local governments may be included as part of the urban county by entering into cooperation agreements. A city that has entered into an intergovernmental cooperation agreement with the County shall be considered to be a "Participating Jurisdiction."

E. The qualification by HUD of an urban county remains effective for the next three successive fiscal years, September 1, 2005, through August 31, 2008, (the "Program Years") regardless of changes in the County's population during that period, except for failure of an urban county to receive a CDBG during any year of that period.

F. The County is submitting to HUD the required documentation to qualify as an urban county so as to become eligible to receive annual CDBG funds for the Program Years (as "Entitlement County"). The Cities wish to be included as part of the urban county and to be eligible to participate in the County's CDBG Programs for the Program Years.

G. Pursuant to C.R.S. Section 29-1-201, et seq., the Cities and the County may enter into agreements for joint or cooperative action and may contract with each other to perform any governmental service, activity, or undertaking that each is authorized by law to perform.

H. This Agreement sets forth fully the purposes, powers, rights, obligations, and the financial and other responsibilities of the parties.

I. Accordingly, the parties have determined that it will be mutually beneficial and in the public interest of the parties to enter into this Agreement regarding the conduct of the CDBG Programs.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and cooperative actions contemplated hereunder, the parties agree as follows:

1. **Inclusion of Cities.** The Cities shall be included as a part of the County for CDBG qualification and grant calculation purposes for the Program Years. The parties recognize their mutual benefit to seeking entitlement status so that there may be local control over CDBG monies and so that the parties may receive the benefits of yearly allocations of CDBG monies. The Cities understand that because they have elected to pursue entitlement status jointly with the County, HUD restricts the Cities during the Programs Years from applying for grants under the small cities or state CDBG programs and from participating in a HOME consortium, except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
2. **Period of Performance.** This Agreement shall remain in effect through the Program Years and such additional time as may be required for the expenditure of funds granted and income received during the Program Years and the completion of the funded activities (the "Period of Performance"). Neither the County nor the Cities may terminate, withdraw, or be removed from the Program during the Period of Performance.
3. **Renewals.** This Agreement will renew automatically for participation by the parties in successive three-year (3-year) qualification periods, unless the Cities or the County provide written notice to the other party that it selects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's urban county qualification period. The County will notify the Cities in writing of the Cities' right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified in the urban county qualification notice. Failure by either party to adopt an amendment to the Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the urban county qualification notice applicable for a subsequent three-year urban county qualification period and to submit the amendment to HUD as provided in the urban county qualification notice will void the

automatic renewal of such qualification period. If the Agreement is renewed, the subsequent three-year (3-year) period will constitute the new Program Years.

4. **Mutual Cooperation.** The Cities and the County agree to cooperate as follows:

a. To plan and prepare the CDBG Programs, the Comprehensive Housing Affordability Strategy and Community Development Plan (the "Consolidated Plan"), and detailed descriptions of CDBG Programs to be conducted or performed during each of the Program Years. The finalized activities and projects will be included in the Consolidated Plan and in the requests for CDBG funds for the Program Years. The parties acknowledge, however, the County has responsibility, as mandated by HUD for selection of the CDBG Programs to be included in the grant request and for submission of that request. The parties recognize that HUD requires the County to execute all grant agreements and holds the County legally liable and responsible for the overall administration and performance of the CDBG Programs. Accordingly, the parties agree that the County shall have the administrative responsibility necessary to meet the requirements of HUD for those Cities selected CDBG Programs to be performed or conducted by the Cities. The County will have full administrative responsibility for all programs performed or conducted by the Cities. As further required by HUD and only to the extent required by HUD, the Cities and the County agree to cooperate to undertake or assist in undertaking community renewal and lower income housing assistance activities, as approved and authorized between the parties in the CDBG agreements, including the Consolidated Plan.

b. As required by HUD, pursuant to 24 C.F.R. § 570.501 (b) and § 507.503, Cities may enter into separate CDBG agreements (the "CDBG Agreements") with the County for the actual conduct of the CDBG Programs, as approved and authorized by the Board of County Commissioners and the Consolidated Plan. As required by HUD, the parties agree to include standards relating to the management and disposition of assets and real property acquired through the CDBG Programs, in accordance with 24 C.F.R.570.

c. As required by HUD, to affirmatively further fair housing within their own jurisdictions. The County may not provide any CDBG funding for activities in or in support of the Cities if the Cities

do not affirmatively further fair housing within their own jurisdiction or if the Cities impede the County's actions to comply with the County's fair housing certification. This provision is required because non-compliance by the Cities included in an urban county may constitute non-compliance by the urban county, which may provide cause for funding sanctions or other remedial action by HUD.

5. **Distribution of Funds.**

a. **Administrative Allocation.** The County may retain no more than twenty percent (20%) of the total CDBG funds allocated to the County for purposes of general oversight, management, coordination, and related costs ("Administrative Allocation").

b. **Jurisdiction Allocation.** The funds remaining after the Administrative Allocation is subtracted from the total CDBG funds shall be allocated to the various Participating Jurisdictions and the County based upon the representative percentage of low/moderate income populations in the Participating Jurisdictions or the County, as established for the Urban County by HUD ("Jurisdiction Allocation"). The project application and approval process set forth in Paragraph 6 below shall be followed.

6. **Project Application and Approval Process**

a. Project applications from the County, the Cities and other eligible applicants will be reviewed by the Community Development Advisory Board (CD Advisory Board) using evaluation criteria set forth in the applicable Consolidated Plan and the goals of the Board of County Commissioners. Higher priority shall be given to eligible proposals submitted by the County and the Cities so long as proposals are consistent with the applicable Consolidated Plan.

b. The decision for determining what funds receive block grant funding is the responsibility of the Jefferson County Board of County Commissioners.

7. **Advisory Board.** In furtherance of the cooperative process of developing the CDBG Programs, and in order to ensure coordination while respecting the role of the Cities, Jefferson County has established a Community Development (CD) Advisory Board.

a. **Membership.** The CD Advisory Board shall be appointed by the Jefferson County Board of County Commissioners and shall include at least one member from each participating jurisdiction. The

Participating Jurisdictions shall advise the Board of County Commissioners of its nominee for the Advisory Board.

b. Duties. The CD Advisory Board shall recommend the allocation of funds to the County, the Cities and other eligible applicants. Although HUD requires the County to maintain legal liability and responsibility for the overall administration and performance of the CDBG Programs, the County will give strong consideration to the recommendations of the CD Advisory Board.

8. Mutual Agreements. The parties agree as follows:

a. Books and Records. To maintain a complete set of books and records that account for the CDBG monies and the supervision and administration of the CDBG Programs. The parties agree that they will provide access to these books and records to each other and to HUD, as necessary or requested, to confirm compliance with Federal laws and regulations.

b. Compliance with Laws. To take all actions necessary to comply with the following laws and to assure compliance with County certifications required by:

i. Federal Laws and Regulations. The Housing and Community Development Act of 1974, as amended; Title VI of the Civil Rights Act of 1964; sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974; the Fair Housing Act, 42 U.S.C. 5301, et seq., 24 C.F. R. Part 570, and especially 24 C.F. R. 570.501(b) applicable to subrecipients and 24 C.F. R. 570.503 applicable to the minimum standards for a written agreement prior to disbursing any CDBG funds; 24 C.F. R. Part 570, et seq., relating to requirements governing any income generated from CDBG funds, ("Program Income"); all rules, regulations, guidelines, circulars, and other requirements promulgated by the various Federal departments, agencies, administrations, and commissions relating to the CDBG.

ii. State and Local Law Compliance. The responsibilities of the parties shall be subject to applicable state laws, city and county ordinances, resolutions, rules and regulations, and city charter provisions.

iii. Nonviolent Civil Rights Policies. Pursuant to 42 U.S.C. 5304(b)(2), the County and the Cities each have adopted and are enforcing or will adopt and enforce by September 1, 1993, and, if requested, will provide copies to each other of the following policies:

(a) Prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and

(b) Enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of nonviolent civil rights demonstrations within its jurisdiction.

c. Expenditure of Funds. All CDBG funds that are approved by HUD for expenditure under the grant agreements will be budgeted and allocated (i) to the County, no more than twenty percent (20%) of the total CDBG funds allocated to the County for administrative, general oversight, management, coordination, and related costs, as allowed by HUD, and (ii) to the specific CDBG Programs described in the Consolidated Plan, which shall be expended only for the CDBG Programs for which the funds are provided.

d. Lobbying Requirement. To the best of the knowledge and belief of each of the Cities and County:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of 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;

ii. 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, each party agrees that it will complete

and submit a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

iii. Each party agrees that it will require the language of this paragraph 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.

9. **Amendments.** This Agreement constitutes the entire agreement of the parties. Any changes and modifications to this Agreement shall be made in writing and shall be executed by both parties prior to the performance of any work or activity involved in the change and be approved by HUD

10. **Miscellaneous Provisions.**

a. **Choice of Law.** This Agreement and the rights and duties of the parties shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within the state.

b. **Forum.** The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder.

c. **Venue.** Venue for any and all legal actions arising hereunder shall lie in the District Court in and for the County of Jefferson, State of Colorado.

d. **Officials Not to Benefit.** No member of the Cities or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

e. **Indemnification.** To the extent allowed by law, the Cities and the County agree to indemnify and hold each other harmless from and against any and all claims, losses, expenses, and attorney fees, including but not limited to damages for personal injury, theft or damage to property, both public and private, resulting from or arising out of an act or omission resulting directly or indirectly from the performance or failure to perform under this Agreement, provided, however, that the indemnification shall not cause a waiver of the Governmental Immunity Act for either the Cities or the County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly authorized and executed.

ATTEST:

By: _____
City/Town Clerk

JURISDICTION: CITY OF GOLDEN

By: _____
Title: _____
Date: _____

JEFFERSON COUNTY

By: _____
Sherri Almond, Director
Human Services Department

Date: _____

ATTEST:

By: _____
County Clerk

STATE OF COLORADO)
)§
COUNTY OF JEFFERSON)

By: _____
Jim Congrove, Chairman
Board of County Commissioners

Date: _____

APPROVED AS TO FORM:

By: _____
Gay B. Ummel, Asst. County Atty.