

**CITY OF WHEAT RIDGE CITY COUNCIL
RESOLUTION NO. 17
Series 2011**

TITLE: A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY AND THE CITY OF WHEAT RIDGE FOR INCLUSION OF THE CITY AS PART OF THE URBAN COUNTY FOR THE COUNTY'S ENTITLEMENT TO RECEIVE COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

WHEREAS, 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 1 of the Act; and

WHEREAS, the primary objective of Title 1 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 to moderate income; and

WHEREAS, to further this objective, HUD provides Community Development Block Grant (CDBG) funds to local governments to conduct and administer housing and community development activities and projects; and

WHEREAS, HUD has made a determination that Jefferson County is an urban county and as such is eligible to qualify and receive funds from HUD by annual grant agreement; and

WHEREAS, the City of Wheat Ridge can participate in Jefferson County's Community Development Block Grant Programs by entering into an Intergovernmental Agreement between the County and other municipalities and towns within the County who wish to become Participating Jurisdictions; and

WHEREAS, the City of Wheat Ridge is a party to that certain Intergovernmental Agreement, dated on or about May 25, 2011, between the City and Jefferson County, Colorado, which agreement concerns the City's participation in the County-administered Community Development Block Grant Programs and which agreement concerns federal fiscal years 2011 through 2013; and

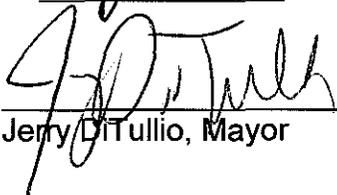
WHEREAS, the Agreement sets out the purposes, powers, rights and obligations and the financial and other responsibilities of the Parties thereto; and

WHEREAS, the Parties have collectively and separately determined that it will be mutually beneficial and in the public interest of the Parties to enter into the above-referenced Agreement regarding the conduct of HUD's Community Development Block Grant Programs.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheat Ridge, Colorado, as follows:

1. The Intergovernmental Cooperation Agreement between the City of Wheat Ridge and Jefferson County concerning Community Development Block Grant Programs (Federal Fiscal Years 2012 through 2014), dated May 25, 2011, a copy of which is attached hereto as Exhibit A is hereby approved by the City Council of the City of Wheat Ridge, Colorado.
2. The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City.
3. This Resolution shall take effect immediately.

DONE AND RESOLVED THIS 13th day of June, 2011.



Jerry DiTullio, Mayor

ATTEST:



Michael D. Snow, City Clerk



INTERGOVERNMENTAL COOPERATION AGREEMENT

Between JEFFERSON COUNTY

and the CITY OF WHEAT RIDGE

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

(Federal Fiscal Years 2012 through 2014)

THIS AGREEMENT, dated for reference purposes only this 25 day of May, 2011, is between Jefferson County, Colorado (the "County"), a body politic and corporate of the State of Colorado, and the City of Wheat Ridge (the "City"), a municipal corporation 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 "CDBG 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." The City 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, 2011 through August 31, 2014, (the "Program Years") regardless of changes in the County's population during that period, except for failure of an urban county to receive CDBG entitlement funds during any year of that period. 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 City may terminate, withdraw, or be removed from the cooperation agreement while it remains in effect.
- 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 City wishes 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.

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 City and the County agree to cooperate as follows:

a. 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. 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 the CDBG Programs to be performed or conducted by the City.

c. As required by HUD, pursuant to 24 C.F.R. § 570.501 (b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503 which asserts that the City may enter into separate CDBG agreements (the "CDBG Agreements") with the County for the actual conduct of the CDBG, as approved and authorized by the Board of County Commissioners and the Consolidated Plan. The agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income. At a minimum, the written agreement with the subrecipient shall include provisions concerning the following items: statement of work; records and reports; program income; uniform administrative requirements; suspension and termination; reversion of assets. 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.

d. 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 City if the City does not affirmatively further fair housing within their own jurisdiction or if the City impede the County's actions to comply with the County's fair housing certification. This provision is required because non-compliance by the City 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").

6. **Project Application and Approval Process**

a. Project applications from the County, the City 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 Jefferson County Board of

(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 City 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 City or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.