

ADAMS COUNTY
TENANT BASED RENTAL ASSISTANCE CONTRACT
HOME INVESTMENT PARTNERSHIPS PROGRAM
CFDA NUMBER: 14.239
DUNS NUMBER: 024394374

THIS Agreement is made and entered into this _____ day of _____, 2017, by and between ADAMS COUNTY, STATE OF COLORADO, a body politic and corporate, known hereafter as the "COUNTY," and THE HOUSING AUTHORITY OF THE COUNTY OF ADAMS, STATE OF COLORADO, whose address is 7190 Colorado Blvd, 6th Floor, Commerce City, CO 80022, a Colorado public body corporate and politic, known hereafter as the "SUBGRANTEE".

WITNESSETH:

WHEREAS, Adams County has entered into an agreement with the U. S. Department of Housing and Urban Development ("HUD") to execute and implement the HOME Investment Partnerships Program ("HOME") with a goal of expanding the supply of decent, safe, affordable housing for those of very low and low income; and,

WHEREAS, said HOME Program provides that Adams County will contract with public or private for-profit or non-profit investor developers or non-profit community housing development organizations to complement the project set forth therein; and,

WHEREAS, the COUNTY has elected to administer such Federal funds for its entitlement areas through Adams County Community Development; and,

WHEREAS, the SUBGRANTEE has applied to the COUNTY for the City of Thornton's HOME funds to be allocated as HOME Tenant Based Rental Assistance ("TBRA") project in the amount of Sixty Three Thousand Four Hundred Twenty-Two Dollars (\$63,422.00), which will be made available to the SUBGRANTEE under the terms of this Agreement; and,

WHEREAS, the COUNTY has agreed to make said HOME funds available under the terms contained herein, pursuant to the authority of 24 CFR Part 92, which establishes the HOME Investment Partnerships Program, and other applicable federal statutes and regulations, a listing of which is attached hereto as Exhibit 5 and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and the SUBGRANTEE agree as follows:

ARTICLE I
Use of HOME Funds

1. The total amount of funds provided by the COUNTY, pursuant to this Agreement is **\$63,422.00**. The HOME funds shall be used for Tenant Based Rental Assistance program to serve the City of Thornton's very-low and low-income households as presented in EXHIBIT 2 – Budget.
2. The SUBGRANTEE shall provide rental assistance payments, utility payments and one security deposit to prospective participants of the program for a minimum of 12 months and maximum of 24 months during the pilot program period. The program will continue for a maximum assistance of 24 months per participant as outlined in ARTICLE II – Scope of Services.

ARTICLE II
Scope of Services, Term, Period of Completion

The TBRA is a rental subsidy program to help individual households acquire permanent housing through temporary rental subsidies with or without rental security deposits and/or utility deposits. SUBGRANTEE has chosen HOME funds in this manner to assist very-low and low-income households in the City of Thornton. Similar to the Housing Choice Voucher program, the TBRA program follows the tenant and is not tied to any specific housing project. The following program requirements meet or exceed HUD standards for TBRA programs.

Tenant Selection Criteria for Tenant Based Rental Assistance

1. Low-income families. Tenant(s) must be: qualified as very-low or low-income families; currently homeless or at risk of becoming homeless; must have a student enrolled in Adams County School District 12 that serves City of Thornton residents; are working with the Homeless School Liaison designee of Adams School District 12; live or will live within the City of Thornton; and the student(s) will remain in the same Adams School District 12 school for the remainder of the school year. All participating households will be identified by the Homeless School liaison or a designee from Adams County School District 12 and income qualified at or below 60% Area Medium Income at initial application. The Homeless School Liaison shall utilize a scoring matrix developed by the Housing Authority to score the families before referring to the Authority. The Housing Authority Resident Services Coordinator will provide counseling services and the Housing Authority Intake Specialist will provide outreach through ACHA's partnering agencies Community Service Center or The Center for Career and Community Enrichment (3CE).
2. Preferences for individuals with special needs.
 - a: SUBGRANTEE establish a preference for individuals with special needs. Contractor may offer, in conjunction with the tenant-based rental assistance program, particular types of non-mandatory services that may be most appropriate for households with a special need or a particular disability. Generally, tenant-based rental assistance and the related services should be made available to all households with special needs or disabilities who can benefit from such services.

b: Preferences cannot be administered in a manner that limits the opportunities of households on any basis prohibited by 24 CFR 5.105 (a). For example, Contractor may not determine that households given a preference under the program are therefore prohibited from applying for or participating in other programs of forms of assistance.

Maximum Subsidy and Minimum Housing Rental Terms

TBRA shall be for a minimum of twelve months, and contingent upon tenant(s) remaining in contact with the Homeless School Liaison. Participation in self-sufficiency programs is not required, but highly encouraged. While assistance cannot be terminated because of failure to participate in self-sufficiency programs, renewal of assistance after the initial twelve month period may lead to termination of further tenant based rental assistance and meeting self-sufficiency goals established at the commencement of their acceptance into the program. Per HOME rules, the maximum subsidy amount that the HOME TBRA program may pay to assist any given household is the difference between 30% of the household's adjusted monthly income using the requirements in 24 CFR Part 5.611 and HUD's fair market rents published annually. TBRA maximum benefit for this program is 12 months through the Adams County Housing Authority Grants Administrator.

Waiting List

The SUBGRANTEE shall maintain a waiting list separate from any other waiting lists in the community, such as Public Housing Authority lottery pool. The waiting list will be based upon the tenant selection criteria listed above and the date a complete application is received. Applications shall be date and time stamped when received. An incomplete application shall be returned to the applicant or their intake specialist within three business days via mail. Placement on the waiting list shall be on a first-come first-served basis using the preferences stated in the tenant selection criteria. The waiting list shall be updated at a minimum of every ninety days. Applicants shall be contacted by phone, email, and regular mail to insure the applicant wishes to remain on the waiting list.

Households given preference or assistance under the TBRA program may not be prohibited from applying for or participating in other available programs or forms of assistance, particularly rental assistance. Additionally, households on the Housing Choice Voucher lottery pool at the time of selection for the TBRA Program must remain in their place in the lottery pool while receiving HOME TBRA.

The SUBGRANTEE shall receive disbursement of TBRA funds committed upon submission of Request of Payment form: Tenant-Based Rental Assistance Request.

Eligible Uses of TBRA Funds

The following are eligible uses of TBRA funds:

1. Monthly rent; and
2. Application, Annual Income Verification and HQS inspections/Contract Inspector by Adams County Housing Authority Personnel.

Ineligible Uses of TBRA Funds

The following situations are **not** eligible uses of TBRA funds:

1. Use of TBRA funds for utility or security deposit without rental assistance;
2. Payment of rental for a tenant that is also an owner of the housing unit;
3. TBRA funds cannot be used to displace other available funds such as DSS or Emergency funds;
4. TBRA funds cannot be used for overnight or temporary shelter for homeless persons;
5. HOME TBRA may not duplicate existing rental assistance programs that already reduce the tenant's rent payment to 30% of income. For example, if the household is already receiving assistance under the Section 8 Housing Choice Voucher program, the household may not also receive assistance under a HOME TBRA program;
6. TBRA beyond a 24-month approval (24-month limit begins on first day of a lease); and
7. TBRA to assist very-low or low-income households whose income exceeds 60% of Area Median Income (AMI).

Eligible Beneficiaries

All families assisted must have incomes that are less than or equal to 60% of AMI for Adams County.

# of Households	Income of Beneficiaries
Minimum of 5	60% of AMI

Income Verification Requirement

Income eligibility must be determined prior to committing TBRA funds. Income eligibility shall be based on actual or anticipated income. The annual income is defined as the gross amount of income anticipated by all adult members in a household (18 years old or older) during the 12 months following the effective date of the determination. The HOME TBRA Program uses Part 5 definition of annual gross income, also referred to as the Section 8 definition of income, as described in 24 CFR 92.203. When collecting income verification documentation, likely changes in income are also considered. For example, last year's tax return does not establish anticipated income; nor is it an adequate source of documentation. The Housing Authority will follow Housing Choice Voucher requirements when verifying income.

HOME rule requires TBRA minimal of annual income re-certifications, however, the Housing Authority may conduct more frequent income re-certifications. Only annual re-certifications are eligible for reimbursement through the grant. Additionally, because this is a Self-Sufficiency TBRA program for very-low or low-income families, participants are required to report any household income increases or decreases for thirty (30) or more consecutive days within 10 days to the intake specialist thereby subjecting the household to an interim re-certification.

Other Verification Requirements

The following requirements must be verified prior to acceptance of an applicant in housing:

1. Verification that the applicant has a District 12 Homeless School Liaison who is actively working with the applicant. This verification must be in the form of a letter from the organization or entity working with the very-low or low-income households and is referring the households to the Adams County Housing Authority for consideration for inclusion in the TBRA program. The letter must include: (a) the name of the liaison; (b) the goals with timelines for the household; and (c) the anticipated amount of time TBRA funds are needed.
2. Adams 12 will be required to submit to ACHA a completed “Moving Forward” Certification and scoring matrix completed during a pre-screen process verifying an applicant’s eligibility for the program.
3. Each applicant file must contain income verification certifying that the applicant’s income at the time of acceptance into the program is less than or equal to 60% area median income. Annual income is determined utilizing the definition under the Housing Choice Voucher Program in 24 CFR Part 5.609.

Continued Use of TBRA

The qualified households remain eligible for TBRA and can have up to two six (6) month renewals if these conditions are met: remain income qualified of 60% or below AMI; participation in self sufficiency programs as identified by ACHA and the homeless liaison; students remaining the same school or transitional school; and abiding by the terms of the lease.

Locating an Appropriate Housing Unit

The ACHA intake specialist must assist the very-low or low-income household in locating an appropriate housing unit in order to utilize the TBRA funds. Once eligibility is determined, a household may be issued a “TBRA coupon” while searching for a unit. The coupon is good for sixty days. If no appropriate housing is found within the sixty day period, the intake specialist must contact the SUBGRANTEE for an extension in thirty day increments. (Please see Waiting List for tenant selection.)

Eligible TBRA Units Located in the City of Thornton

1. Households may select the housing unit of their choice as long as the monthly rent is considered reasonable in comparison to rents charged for comparable units in the community.
2. Maximum subsidy is established by HUD maximum rents for the geographic area.
3. Units may be publicly or privately owned.
4. Units must meet Housing Choice Voucher Housing Quality Standards (HQS) and must be free of lead-based paint hazards.
5. Cannot be a subsidized unit.
6. Unit must meet the minimum bedroom size for the family, as determined by HUD Federal Requirements including HOME and Housing Choice Voucher requirements.

Occupancy Standards

Units subsidized with TBRA must meet or exceed HUD's HOME and Housing Choice Voucher requirements. HQS inspections to verify compliance is required prior to initial move-in and at least annually during the term of the TBRA.

Basic standards of occupancy are based upon the Housing Choice Voucher standard of two persons per living/sleeping area. The TBRA program will follow ACHA occupancy standards based on HUD regulations.

Lease Requirements

The term of the lease between the tenant and the landlord must be one year unless both agree otherwise.

The lease agreement may **NOT** contain any of the following provisions:

- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of the household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household member) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive tenant's rights to appeal or otherwise challenge a court decision;
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court; or
- Agreement by the tenant to participate in any specific supportive services as a term or condition of the lease, services may not be mandatory.

Termination of Lease

The landlord may elect to terminate or refuse to renew a lease with a tenant receiving TBRA in the following circumstances:

- Proof of activity of a controlled substance for any household member;
- Felony conviction of a crime that is violent or sexual in nature;
- Proof of domestic violence;
- Physical damage to the unit beyond normal wear and tear;
- Failure to pay the tenant portion of the rent required; or
- Failure to maintain the unit in a safe and sanitary manner.

These circumstances must be in writing in either the lease or in an agreement between the tenant and the SUBGRANTEE.

Minimum and Maximum Payments

Housing Choice Voucher income standards are used when calculating tenant and TBRA payments.

The TBRA rent limit payment standard is set by HUD's Fair Market Rents for Adams County. Maximum subsidy may not exceed the difference between the rent limit payment standard for the unit size and 30% of the family's monthly adjusted income. Tenant rent payment is a minimum of \$50.00.

HUD's Fair Market Rents. HUD's fair market rents are published annually on HUD's website

Rent Increases

The SUBGRANTEE must review and approve rent increases by landlords renting to tenants that participate in the TBRA program.

Legal Agreements

Once the tenant has chosen a unit, the SUBGRANTEE shall inspect the unit and approve for TBRA. Three separate agreements are required for TBRA payments:

1. The owner and the tenant must enter into a lease agreement;
2. The owner and the SUBGRANTEE must enter into an agreement in which the owner agrees to abide by the HOME regulations; and
3. The tenant and the SUBGRANTEE must enter into an agreement that the tenant will abide by the TBRA program rules.

Reporting Schedule. The SUBGRANTEE shall provide the following reports to the Adams County Government:

1. **Financial Reports.** One (1) copy of the quarterly Financial Status Reports shall be submitted within 20 calendar days of the end of the calendar quarter. These reports must be submitted on forms provided by Adams County.
2. **Performance Reports.** One (1) copy of the quarterly Narrative Performance Report shall be submitted within fifteen (15) calendar days of the end of the calendar quarter. These reports must be submitted on forms provided by Adams County.
3. **Project Completion Report.** Within thirty (30) days after the completion of the Project or the final draw whichever is later, the Contractor shall submit one (1) copy the Project Completion Report, (2) two copies of the Final Financial Status Report, and two (2) copies of a consolidated Beneficiary Report on forms provided by Adams County.

TBRA Participating Tenant

Tenants receiving TBRA will be encouraged to enroll in local agency programs (e.g., Parenting classes, Resume Writing, GED etc.) that will provide information on their rights and opportunities for keeping and maintaining a permanent residence.

The term of this Agreement shall be effective from the date of execution by the Board of County Commissioners. Work performed by the SUBGRANTEE or its agents prior to the execution of this Agreement by the Board of County Commissioners shall not be considered part of this HOME Project. This Agreement shall terminate on the date for Completion as set out in the Schedule of Completion of Services, Exhibit 3, except as provided otherwise herein and except that in no case shall the term of this Agreement be in effect for a period less than two years, unless sooner terminated pursuant to Article IX.

1. The SUBGRANTEE shall not begin the Work until after execution of this Agreement by the COUNTY. The Work shall be undertaken and performed in the sequence set forth in the Exhibit 3 - Schedule of Completion of Services. The SUBGRANTEE agrees that time is of the essence in the performance of its obligations under this Agreement, and that completion of the Project shall occur no later than the completion date set forth in the Schedule of Completion of Services or 24 months after the date of execution of this Agreement by the COUNTY, whichever is lesser, unless extended in writing by the COUNTY's Authorized Representative.
2. If the Project involves construction or rehabilitation, the SUBGRANTEE shall furnish or contract to furnish all labor, machinery, equipment, and any materials and supplies necessary for or incidental to the complete and timely performance of everything described or reasonably implied from, and in such manner as to comply with the conditions and specifications as set forth in this Agreement and the Scope of Services. All labor shall be performed in a workmanlike manner, and in compliance with the requirements of the United States Occupational Safety and Health Act. The SUBGRANTEE and its contractors have become fully informed regarding the Work, and any materials or equipment required including the amount or quantity thereof. The selection of materials and equipment for the Work shall be in accordance with the Agreement and the laws of Colorado.

ARTICLE III Disbursement of Funds

1. SUBGRANTEE shall request reimbursement either on the basis of a lump sum payment upon completion of the Project or on the basis of monthly payments during the course of the Project as the work progresses.
2. Any expenses incurred by the SUBGRANTEE in association with said Project prior to execution of this Agreement by Adams County are not eligible HOME expenditures and shall not be reimbursed by the COUNTY.
3. Funds shall not be obligated or utilized for any activities requiring a release of funds by the COUNTY and HUD under the Environmental Review Procedures for the HOME program at 24 CFR Parts 50 and 58 until such release is issued in writing by the COUNTY and HUD. For categorically excluded activities listed in 24 CFR Section 58.35 (a), the COUNTY must make and document a determination that the activities are exempt because there are no circumstances that require compliance with any other Federal laws and authorities cited at 24 CFR Section 58.3 prior to the SUBGRANTEE

incurring costs for such activities. For projects not exempt under Section 58.34 or categorically excluded under Section 58.35, the COUNTY must prepare an Environmental Assessment and make a finding as described in 24 CFR Sections 58.36 through 58.45. The finding must be published and disseminated to the public by the COUNTY prior to the SUBGRANTEE incurring costs for such projects. No funds shall be distributed under this Agreement until findings of no significant impact are established.

4. Periodic requests for reimbursements shall be in a form acceptable to the COUNTY and shall be submitted to the COUNTY's Authorized Representative for review and approval. Requests for periodic, partial reimbursements shall not be submitted more frequently than one time per month and shall be supported and documented on the basis of SUBGRANTEE costs actually incurred on the Project during the period for which reimbursement is requested.
5. In no event shall the COUNTY be liable for or pay any extra costs, overruns or additional amounts in excess of the fixed costs; provided, however that the foregoing provisions shall not prevent the above fixed cost as set forth in the attached Exhibit 2 - Budget, from being increased or decreased by an amendment to this Agreement.
6. The COUNTY agrees to pay SUBGRANTEE the amount set forth above only from those funds paid to the COUNTY by the United States Department of Housing and Urban Development (HUD). The SUBGRANTEE shall be bound by the terms and conditions of said Funding Agreement.
7. SUBGRANTEE covenants that all invoices and requests for reimbursements for compensation due under this Agreement shall be submitted no later than forty-five (45) days after the date of completion of the Project as set forth in Exhibit 3. Any request made after the forty-five (45) days shall be considered untimely and may be denied as a breach of this Agreement, unless arrangement for additional days has been requested in writing by the SUBGRANTEE and approved by the Authorized Representative in writing in advance of the termination of this Agreement. SUBGRANTEE hereby waives all rights, interests or claims to any funds or compensation from the COUNTY for services rendered or costs incurred under this Agreement not invoiced or requested for reimbursement and made in writing to the COUNTY before the forty-five (45) days described above.
8. Any Program Income as defined in 24 CFR 92 that is received by the SUBGRANTEE shall be paid to the COUNTY by the SUBGRANTEE within 90 days after receipt of said income by the SUBGRANTEE.
9. Upon completion of the SUBGRANTEE's Project, the SUBGRANTEE shall transfer to the COUNTY any remaining HOME funds.

ARTICLE IV Reporting Requirements

1. The SUBGRANTEE shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the COUNTY and HUD. This shall include providing to the COUNTY information necessary to complete any required reports in a timely fashion.

2. The SUBGRANTEE shall prepare and submit to the COUNTY at least every three (3) months a detailed Quarterly Performance Report no later than fifteen (15) days after the end of each quarter beginning October 15, 2015 for the period starting with execution date of this Agreement through March 31, 2016, and no later than July 15, October 15, and January 15 in subsequent years until the project is completed. Said report shall be in a format approved by COUNTY and shall be directly related to the Scope of Services and Project Budget. The contents of the report shall provide data and information to the COUNTY to be used for coordinating, monitoring and evaluating the Scope of Services to its completion. Failure to submit said report may constitute grounds for withholding compensation.
3. The SUBGRANTEE shall submit to the COUNTY an audit report or a year-end financial statement as required by Article VI Section 3 and in a form acceptable to the COUNTY no later than six (6) months after the end of the SUBGRANTEE's fiscal year for every year in which funds for this Project are used.

ARTICLE V Recordkeeping and Retention

1. The SUBGRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR Section 92.508, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - (a) Records providing a full description of each activity undertaken;
 - (b) Records demonstrating that the activity undertaken meets the requirements of the HOME Program;
 - (c) Records required determining the eligibility of activities;
 - (d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance, including but not limited to, records clearly identifying properties purchased, improved or sold;
 - (e) Records documenting compliance with the Federal housing and equal opportunity components of the HOME program; and
 - (f) Records required, as applicable, pursuant to 24 CFR Section 92.508.
2. The SUBGRANTEE shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the grant is closed out in HUD's Integrated Disbursement and Information System (IDIS).

ARTICLE VI Documentation

1. All SUBGRANTEE costs, expenditures and obligations hereunder must be supported by such source documentation as paid bills, payrolls, time and attendance records, contract and sub-grant award documents or other documents showing in detail the nature of such costs and obligations.
2. Any pertinent books, documents, papers, or other records pertaining in whole or in part to this Agreement shall be clearly identified and be made readily accessible to the COUNTY, HUD, and Comptroller General of the United States or any of their duly authorized representatives, upon request, for the purpose of making audits, examinations,

excerpts and transcriptions. At such times and in such form as may be required, the SUBGRANTEE shall furnish to the COUNTY, HUD, or the Comptroller General of the U.S. any of the records, reports, data, information or other documents enumerated in this paragraph at no cost to the requesting agency, unless the volume requested would place a hardship upon the SUBGRANTEE.

3. Where work performed under this Agreement is undertaken by a SUBGRANTEE, an audit shall be conducted and submitted to the COUNTY in accordance with the applicable requirements of 2 CFR Part 200.104, Supersession, and as implemented by HUD at 24 CFR Part 84. If an audit is not required in accordance with 2 CFR Part 200.104, Supersession, the SUBGRANTEE shall provide a year-end financial statement for each fiscal year in which the SUBGRANTEE has received funding from the COUNTY for this Project.
4. The SUBGRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, household size, and ethnicity, number of bedrooms in each unit and description of service provided. Such information shall be made available to the COUNTY monitors or their designees for review upon request. Client data, including data pertaining to loans generating Program Income, will also be transferred, along with the asset, to the COUNTY upon Project close-out.

ARTICLE VII

Authorized Representative

1. The COUNTY hereby designates the Administrator of Community Development or her appointed designee as its Authorized Representative under this Agreement. The COUNTY reserves the right at any time to change its Authorized Representative by notice to the SUBGRANTEE.
2. The performance of the services required hereunder shall be under the direct supervision of the Executive Director who is an employee or agent of the SUBGRANTEE, and who is hereby designated as the Administrator-in-charge of this Project. At any time the Administrator-in-charge is not assigned to the Project, all work shall be suspended until the SUBGRANTEE assigns a mutually acceptable replacement Administrator-in-charge and the COUNTY receives notification of such replacement assignment.

ARTICLE VIII

Eligible Activities

1. All Project activities shall be eligible and shall be in compliance with 24 CFR Part 92.205, of the HOME Investment Partnerships Program, Section 205 of the NAHA, as amended, and all related regulations.
2. The SUBGRANTEE shall not discriminate against any person or persons on the grounds of race, color, religion (in instances of fair housing), gender, national origin, age, sexual orientation, disability, political affiliation/belief, residence, socio-economic background or any other characteristics protected by law in determining program eligibility, service delivery, program administration, leasing, rental, occupancy, use, or other disposition of housing or related facilities. SUBGRANTEE shall further meet the equal opportunity and fair housing requirements of 24 CFR 92.350

3. The SUBGRANTEE shall meet the requirements of 24 CFR 92.251 relating to property standards and the lead-based paint requirements in 24 CFR Section 92.355 and all applicable local housing code requirements for the duration of this Agreement and any modifications or amendments or successor agreements thereto. Annual inspections are required. Proof of these annual inspections must be maintained in the SUBGRANTEE files for annual compliance review by the COUNTY.

ARTICLE IX Affirmative Marketing and Public Notices

1. SUBGRANTEE shall ensure that any radio or television announcements, newspaper advertisements, press releases, pamphlets, mail campaigns, or any other method advising the public of their program that is funded with HOME funds includes the following statement: "The funding source for this activity is HOME Investment Partnerships Program Funds made available through the Community Development Program of Adams County, Colorado."

ARTICLE X Termination

1. Both the COUNTY AND SUBGRANTEE reserves the right to terminate this Agreement with or without cause for its convenience or the convenience of others upon not fewer than thirty (30) days written notice. Termination for convenience shall be in accordance with 2 CFR 200.
2. The COUNTY, by written notice to the SUBGRANTEE, may terminate this Agreement, at any time, in whole or in part, for failure of the SUBGRANTEE to substantially complete any portion of the Work in conformance with the Agreement. In accordance with 2 CFR 200, suspension or termination may occur if the SUBGRANTEE materially fails to comply with any term of this Agreement.
3. If the SUBGRANTEE or its agents fail to substantially complete the Work in conformance with this Agreement and the COUNTY nevertheless permits the SUBGRANTEE or its agents to continue performance of the Work, such permission shall neither modify nor waive the COUNTY's rights under this Agreement.
4. Upon the termination of this Agreement, the SUBGRANTEE shall transfer to the COUNTY any funds on hand at the time of termination and any accounts receivable attributable to the use of HOME funds. Any real property that was acquired or improved in whole or in part with HOME funds shall upon the termination of the Agreement either meet a HOME national objective for the Affordability Period or shall be disposed of and proceeds of the fair market value of the property, less any value obtained through non-HOME funds, be returned to the COUNTY. SUBGRANTEE shall not change the use of any such property from that for which the acquisition was made unless the full amendment process is used including reasonable notice to affected citizens and the opportunity for public comment. SUBGRANTEE shall document compliance with this provision for the Affordability Period by maintaining records and shall provide said records to the COUNTY if requested.

ARTICLE XI

Amendments

1. Either party to this Agreement may request Amendments to this Agreement at any time, but no change shall be binding unless it is mutually agreed upon by the parties to this Agreement. All Amendments shall be in writing and authorized prior to any work being done thereon by an executed amendment to this Agreement.

(a) The COUNTY's Authorized Representative is hereby delegated the authority to grant extensions in writing to the Schedule of Completion of this Agreement when such extensions are determined by the COUNTY's Authorized Representative to be necessary for the satisfactory completion of the Project. All extensions of the Period of Completion shall be requested in writing by the SUBGRANTEE and submitted to the COUNTY's Authorized Representative for review and for obtaining a written approval as herein provided. Upon such approval, the COUNTY's Authorized Representative shall endorse the SUBGRANTEE's request accordingly for and on behalf of the COUNTY, and it shall thereupon be appended to this Agreement and become an amendment hereof.

(b) The COUNTY's Authorized Representative is hereby delegated the authority to approve minor budget adjustments to this Agreement as requested in writing by the SUBGRANTEE. Such minor budget changes, however, may only be approved by the COUNTY if the total amount to be paid does not change and does not exceed the total amount budgeted and provided the expenditure is eligible for reimbursement. The COUNTY will notify the SUBGRANTEE in writing of the County's approval.

(c) The COUNTY's Authorized Representative is hereby delegated the authority to approve minor changes to the Scope of Services to this Agreement as requested in writing by the SUBGRANTEE. Such minor changes in the Scope of Services, however, may only be approved by the COUNTY if the change does not change the national objective or activity category as designated for the original project. The COUNTY will notify the SUBGRANTEE in writing of the COUNTY's approval

(d) Any change in or new Federal, State or local law, rule, Executive Order, OMB Circular, or other regulation under which the Project and the Work is to be performed that may constitutionally be applied to the Project and the Work which, by its terms, is intended to be applied to the Project and the Work shall be deemed to be incorporated into this Agreement.

ARTICLE XII

Miscellaneous Provisions

1. No member of county government, whether elected or employed thereby, shall be paid or receive directly or indirectly any share or part of this Agreement or any benefit that may arise there from. The SUBGRANTEE warrants that it has not retained any company or person, other than a bona fide employee working solely for the SUBGRANTEE, to solicit or secure this Agreement, and that the SUBGRANTEE has not paid or agreed to pay any company or person other than a bona fide employee working solely for the SUBGRANTEE, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon, or resulting from, the award of this Agreement to the SUBGRANTEE, and that upon learning of any breach or violation of this provision the

COUNTY shall have the right to terminate this Agreement forthwith with no further liability or obligation for payment hereunder.

2. Financial obligations of the COUNTY are contingent upon funds for such purposes being appropriated, budgeted and otherwise made available. If the funds are not so appropriated, budgeted and made available, the COUNTY may terminate this Agreement by notice to the SUBGRANTEE. As of the date hereof the COUNTY's fiscal year is the calendar year. The SUBGRANTEE agrees that it will include in every contract and agreement into which it enters that it relies on HOME monies for funding the Project and will include a non- appropriations clause that will protect itself and the COUNTY from any liability or responsibility or any suit that might result from the discontinuance of HOME funding for any reason.
3. This Agreement and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts and agreements made and to be performed entirely within such state and the courts of such state shall have sole and exclusive jurisdiction of any disputes or litigation arising hereunder.
4. Venue for any and all legal actions arising hereunder shall lie in the District Court in and for Adams County, State of Colorado.
5. The COUNTY, SUBGRANTEE and their employees, agents, consultants, officers, or appointed officers (except for the use of HOME funds to pay salaries and other related administrative or personnel costs) who exercise or have exercised any functions or responsibilities with respect to the COUNTY's activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may not obtain a personal or financial interest in or benefit from this Agreement, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have household or business ties, during their tenure or for one year thereafter.

Exceptions may only be made with written approval from HUD, as set forth in 24 CFR Section 92.356(d) and (e).

6. The SUBGRANTEE shall not discriminate against any person or persons on the grounds of race, color, religion (in instances of fair housing), gender, national origin, age, sexual orientation, disability, political affiliation/belief, residence, socio-economic background or any other characteristics protected by law in determining program eligibility, service delivery, program administration, leasing, rental, occupancy, use, or other disposition of housing or related facilities. SUBGRANTEE shall further meet the equal opportunity and fair housing requirements of 24 CFR 92.350
7. SUBGRANTEE shall provide documentation concerning eligible HOME matching funds as defined in HUD's CPD Notice 97-03. The COUNTY shall provide SUBGRANTEE guidance, instructions and report format for tracking, recording and documenting HOME matching funds upon execution of this Agreement.
8. Any notice or communication given pursuant to this Agreement shall be given in writing, either in person or by certified mail, return receipt requested. If given in person, notice shall be deemed given when actually given. If given by certified mail, notice shall be deemed given at the time indicated on the duly completed return receipt.

Notice to the SUBGRANTEE shall be delivered or mailed to:

Don May – Executive Director
Adams County Housing Authority
7190 Colorado Blvd. – 6th Floor
Commerce City, CO 80022

Or such other address as SUBGRANTEE may from time to time designate by notice to the COUNTY.

Notice to the COUNTY shall be delivered or mailed to both:

Administrator	Adams County Attorney
Adams County Community Development	4430 South Adams County Parkway
4430 South Adams County Parkway	Suite C5000B
Brighton, CO 80601	Brighton, CO 80601

Or to such other address as the COUNTY may from time to time designate by notice to SUBGRANTEE.

ARTICLE XV Violations and Breaches of Agreement

1. Notwithstanding any provision appearing to the contrary, the COUNTY may withhold payments or disbursements under this Agreement to the SUBGRANTEE where the SUBGRANTEE fails to comply with all applicable provisions found in this Agreement and with all other HUD requirements applicable to this Project.
2. Notwithstanding any provision appearing to the contrary, the SUBGRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by SUBGRANTEE. The COUNTY may withhold payment of compensation to SUBGRANTEE for the purpose of setoff until such time as the exact amount of damage incurred by the COUNTY that would be due from SUBGRANTEE is determined and paid. Such damages may include HUD's disqualification of activities because of SUBGRANTEE's failure to properly administer the same.
3. The COUNTY and HUD reserve a royalty free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for COUNTY or Federal government purposes, the copyright in any work developed pursuant to this Agreement or sub-agreements, or which SUBGRANTEE purchases with funds received pursuant to this Agreement.

ARTICLE XVI Compliance with C.R.S. § 8-17.5-101

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the SUBGRANTEE shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

1. The SUBGRANTEE shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
2. The SUBGRANTEE shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
3. The SUBGRANTEE shall not enter into a contract with a subcontractor that fails to certify to the SUBGRANTEE that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
4. At the time of signing this public contract for services, the SUBGRANTEE has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
5. The SUBGRANTEE shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
6. If SUBGRANTEE obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the SUBGRANTEE shall: notify the subcontractor and the COUNTY within three days that the SUBGRANTEE has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the SUBGRANTEE shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
7. SUBGRANTEE shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
8. If SUBGRANTEE violates this Section of this Agreement, the COUNTY may terminate this Agreement for breach of contract. If the Agreement is so terminated, the SUBGRANTEE shall be liable for actual and consequential damages to the COUNTY.

SUBGRANTEE'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned SUBGRANTEE hereby certifies that at the time of this certification, SUBGRANTEE does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the SUBGRANTEE will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.*, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

SUBGRANTEE:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUBGRANTEE:

By: _____

Title: _____

Date: _____

STATE OF COLORADO)
) ss.
ADAMS COUNTY)

Subscribed and sworn to before me this ____ day of ____, 2017 by

_____ as _____ of _____

_____, the SUBGRANTEE herein named.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

ADAMS COUNTY

By: _____
Chairman

Date: _____

ATTEST
STAN MARTIN, CLERK AND RECORDER

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

EXHIBIT 1

SCOPE OF SERVICES

- 1. Project Description.** The Housing Authority of Adams County (the Subgrantee) will HOME funds (CFDA 14.239) for Tenant Based Rental Assistance to service the low- and very-low income residences in the City of Thornton.
- 2. Form of Subsidy.** HOME funds in an amount not to exceed \$63,422.00 will be granted for eligible TBRA for households as outlined in the MOU between Adams 12 Five Star School Mckinney-Vento Program and Adams County Housing Authority dated February 23, 2016.
- 3. Project Activities.** The Subgrantee shall commence activities for this Program expeditiously in order to expend all HOME funds in the time provided.

- a. Goals, Objectives, and Community Impact

Goal: The City of Thornton and Adams 12 TBRA program will provide access to affordable housing for 5 income eligible households. Rental assistance will be available to households for a period not to exceed 12 months. Participating households will be required to participate with their Adams 12 Liaison and in-take specialist assigned by ACHA.

Objectives:

1. Households will have the ability to secure stable housing
2. Housing will meet HUD Housing Quality Standards (HQS)
3. Support families with children enrolled at an Adams 12 school to remain at their current school.
4. Households are connected with other community support services as appropriate.

Community Impact:

- Households with children attending and currently enrolled in an Adams 12 school are able to remain enrolled in their current school.
- Families will not be homeless.

- 4. Project Requirements.**

- a. The Subgrantee will receive a grant of \$63,422.00 to operate the program for five (5) program eligible families for a period of 12 months.
- b. Eligible costs and terms: Households may receive rent assistance for no more than 12 months per household. Each household assisted will receive a minimum of \$1,000 in assistance (per HUD HOME TBRA guidelines). Any households receiving less than \$1,000 will not be covered by this grant.
- c. Income Eligibility: Applicants will be certified as income eligible prior to signing a contract for the TBRA Program for the household. The annual income for a household must not exceed 60 percent of the Area Medium Income (AMI). Household income will be recertified annually. The Subgrantee must determine

annual income of the households using “Annual Income” as defined under 24 CFR 92.203. The Subgrantee must examine at least two months of source documents evidencing annual income for the household. When determining whether a household is income eligible, the Subgrantee must use one of the following two definitions of annual income.

- i. Annual income as defined at 24 CFR 5.609; or
- ii. Adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes

Additional eligibility requirements include:

- Completion of the “Moving Forward” Certification and scoring matrix provided to potential applicants.
 - Are homeless or “doubled-up” with friends or families
 - Are enrolled in and determined to be eligible for the Adams 12 McKinney-Vento Program
 - Households must be willing and able to live in the city limits of the City of Thornton; have a child/ren enrolled or about to be enrolled in the McKinney-Vento Program from a school with the city limits of the City of Thornton
- d. **Maximum Subsidy:** The maximum amount of monthly rental assistance for any household is the difference between 30 percent of the household’s adjusted monthly income and the Adams/Arapahoe County rent standard. The minimum tenant contribution to rent shall be \$50.
- e. **Rent Standard:** The payment (rent) standard should represent the rent plus utility cost of moderately priced units that meet HUD HQS in the City of Thornton or Adams County. The payment (rent) standard is established by bedroom size, based either on local market conditions or on the Section 8 Fair Market Rent for Adams County. The Subgrantee must review and approve rent increases by landlords renting to TBRA tenants. Owners may adjust rents as leases are renewed. Rents that are not reasonable, based on rents that changed for comparable, unassisted units, must be rejected.
- f. **Housing Quality Standards:** The Subgrantee must conduct an initial inspection, as well as an annual re-inspection to ensure that unit still meets Section 8 Housing Quality Standards (HQS) and must verify that the unit is appropriate for the household in order to meet the occupancy standard (CFR Section 982.401. HOME Property Standards and occupancy requirement must be met over the term of the TBRA assistance. HUD’s HOME standards can be found at 24 CFR 92.251, including lead-based paint requirements and all applicable local and state building codes and standards.
- g. **Tenant Protections:** The lease between a tenant and an owner of rental housing must be for not less than one year, unless by mutual agreement between the tenant and the owner. The lease may not contain any of the prohibited lease terms list in 24 CFR Part 92.253(b). Standards must be established for when a landlord may elect to terminate or refuse to renew the lease of a TBRA household. In addition, all leases must comply with applicable state or local tenant-landlord laws.

- h. **Tenant Selection:** Targeted Assistance and Affirmative Marketing: The Subgrantee must have tenant selection policies and criteria that been approved by the County, based upon local housing needs and priorities established in the County's Consolidated Plan. The tenant selection policies may establish a preference for individuals with special needs or person with disabilities.

Affirmative marketing requirements and procedures apply to the TBRA program. Affirmative marketing steps consist of actions to provide information and otherwise attract eligible persons in the housing market area to available housing without regard to race, color, national origin, sex, religion, familial status, or disability. The Subgrantee should take steps to inform and solicit applications from persons in the housing market area who are not likely to apply for the housing program without special outreach. The Subgrantee shall keep records and narrative describing actions taken to affirmatively market the program, as well as records to assess the results of these actions. The county will annually assess the success of these affirmative marketing actions and what corrective actions will be taken where affirmative marketing requirements are not met.

- i. Adams County will provide information to the Subgrantee annually as it becomes available: income limits, rent limits, and utility allowances (as applicable). Any changes of HUD requirements that may affect the management of this project will be provide by the Subgrantee.

5. Time of Performance. The program commenced under the Subgrantee agreement for Tenant Based Rental Assistance Contract dated November 13, 2015. The program shall be completed 12 months following the last lease signed under the TBRA program, with a completion date of **December 31, 2017.**

6. Payment Schedule. HOME Program funds shall be made available to the Subgrantee subject to the terms and conditions of this Agreement, and documentation evidencing the propriety of the proposed use of HOME Program Funds with each draw-down request. HOME Program Funds shall be disbursed to the Subgrantee in the following manner described. Draw Request must include:

- a. Payment Request form showing itemized list of expenditures
- b. Supporting documentation
 - i. Copy of Payment Request Form from the County
 - ii. Rent Reasonableness form for each client's initial payment request
 - iii. Copy of Income/Total Tenant Payment (TTP) Rent portion form-summarizing any changes
 - iv. Check copies showing payment (a copy of a check, bank statement, or cancelled check, cash payments (showing receipts)

After the submission of documentation that the funds have been expended properly for eligible HOME costs, upon the County's review and approval, the County shall issue a reimbursement check within its standard accounts payable procedures within 21 days from the receipt of the complete and accurate reimbursement request or the packet will not be considered complete and payment will be delayed.

- 7. Reporting Schedule.** The Subgrantee shall provide the following reports to Adams County Community Development Division: Until final payment, one copy of the Quarterly Narrative Performance Report shall be submitted, as set forth in the main body of this Agreement.
- 8. Record-keeping and Monitoring.** Subgrantee shall retain all project files for a period of five years beyond the final close-out of this contract and any amendment within the main body of this Agreement. Files shall be made available to Adams County, the Department of Housing and Urban Development, the office of Fair Housing, or the Office of Inspector General upon requires for monitoring purposes.

At minimum, household files must contain:

1. Household applications for assistance.
2. Income verification form
3. Source documents used to determine income eligibility and income verification calculator print-out.
4. Agreement between the Subgrantee and TBRA participate (including a copy of the agreement)
5. Supporting documentation for goals attained with households.
6. Copy of lease verifying rental contract and stated rental amount, in addition with the Housing Quality Stands (HQS) Inspection forms.
7. "Moving Forward" Certification and scoring matrix

The following forms are also required:

1. Barriers to Housing Inventory
2. Scoring Grid for TBRA
3. Certification from Liaison
4. Contact Information form

Also available on file must be:

1. Agreement between Adams County and Subgrantee.
2. Draw requests and supporting documentation
3. Annual Audits

- 9. Contract Monitoring.** Adams County Community Development Division shall monitor this Agreement in accordance with the provisions set forth within the main body of this Agreement.

EXHIBIT 2

PROJECT BUDGET

ACHA's TBRA Budget		
Category	Adams County	
Security Deposits	\$4,630.00	
Rent Payments	\$56,332.68	
Inspections	\$250.00	
Application and Assessments	\$2,209.32	
Total	\$63,422.00	

**CDBG & HOME
PROJECT DEVELOPMENT FORM**

Problem Or Need	Approximately 1047 children in Adams County District 12 schools reported to the district as being homeless, at risk of being homeless, or doubled up.
Method of Needs Identification	City of Thornton and Adams County District 12 Homeless School Liaison worked closely together to identify the need and work towards a solution.
Service Activity or Intervention	City of Thornton developed a TBRA program for families with students in Adams District 12 Schools whom are homeless, at risk of being homeless, or doubled up. To be eligible for the TBRA program the family must: be meet the income requirement of being at or below 60% AMI; have a student enrolled in an Adams County District 12 School and be working the school's Homeless Liaison.
Outcome	Funding will allow for approximately 5 families to be housed for up to 12 months.
Indicator (No. of Adams County residents serviced per dollars requested)	The indicator will be quantified based on the number of families served and the student remaining in an Adams County District 12 School.
Measurement Tool(s)	Adams County Housing Authority will report quarterly as to the number of families served and housed.
Data Source and Collection Procedure	Intake and Assessment done by intake specialist and maintained in Yardi and/or Counselor Max database. Data will also be maintained by Adams County District 12 Homeless Liaison to confirm that students are staying in the same schools.

EXHIBIT 3

SCHEDULE OF COMPLETION

Completion and Milestones	
Tenants have been selected and qualified for program	January 2017
TBRA Payments	Monthly
Program Completion	December 2017 (based on one year from date of last lease)

EXHIBIT 4

INSURANCE

Commercial General Liability Insurance: To include products liability, completed operations, contractual, broad form property damage, and personal injury:

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

Comprehensive Automobile Liability Insurance: To include all motor vehicles owned, hired, leased, or borrowed:

Bodily Injury/Property Damage	\$1,000,000 (each accident)
Personal Injury Protection	Per Colorado Statutes

EXHIBIT 5

OTHER FEDERAL PROGRAM REQUIREMENTS

At all times during the performance of this Contract, the SUBGRANTEE, contractors and any subcontracts shall strictly adhere to all applicable Federal, State and local laws and orders and all applicable standards, regulations, OMB circulars, interpretations or guidelines issued pursuant thereto. All Federal, State and local laws, rules, orders, Executive Orders, OMB Circulars, standards, interpretations, guidelines or other regulations applicable to projects funded with HOME funds shall be deemed incorporated into this Contract. The applicable Federal laws and regulations include, but are not limited to, the following:

- Office of Management & Budget (“OMB”) Circulars A-110, A-122, and A-133 as applicable and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain source documentation for all costs incurred.
- HOME Investment Partnerships Program 24 C.F.R. Subpart H including but not limited to
 - Displacement, Relocation, and Acquisition
 - Fair Housing and Equal Opportunity, and Non-discrimination provisions
 - Accessibility
 - Labor Provisions
 - Davis Bacon
 - Section 3
 - Anti-Kick Back
 - Fair Labor Standards
 - Contract Work Hours and Safety Standards Act of 1962
 - Conflict of Interest Provisions
 - Affirmative Marketing
 - Minority and Women-owned Business Outreach
 - Executive Order 11246 – Discrimination on contracts in excess of \$2,000
 - Executive Order 11063 – Equal Opportunity in sale or rental of federally assisted housing
 - Section 104 d of the Community Development Act of 1974
- Environmental Protection and Assessment Requirements including but not limited to
 - National Environmental Policy Act
 - National Historic Preservation Act
 - The Archaeological and Historical Data Preservation Act of 1974
 - Executive Order 11593, Protection and Enhancement of the Cultural Environment
 - Executive Order 11988, Floodplain Management
 - Executive Order 11990, Protection of Wetlands
 - Executive Order 12898, Environmental Justice in Minority and Low Income Populations
 - Safe Drinking Water Act
 - The Endangered Species Act
 - The Wild and Scenic Rivers
 - The Clean Air Act

- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title III, Real Property Acquisition (Pub. L. 91-646 and implementing regulations at 24 CFR Part 42),
- The Lead-Based Paint Poisoning Prevention Act of 1971, (42 USC 4831), The Residential Lead-Based Paint Hazard Reduction Act of 1992

EXHIBIT 6
RESPONSIBILITIES

1. Affordable Rents: To ensure the housing is affordable to low income households, the HOME-assisted units at the Property shall have rents that are the lesser of the Housing Choice Voucher Fair Market Rents (FMR), as periodically established by HUD less the HUD approved tenant utility allowance, or the HUD AMI rents, less the HUD approved tenant utility allowance.
2. Occupancy/Income Limitations: The HOME-assisted units shall be occupied by tenants whose incomes are at or below sixty percent (60%) of the median income for the Denver metro area as determined by HUD.