The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on Monday and Tuesday. Study Sessions (except for Executive Sessions) are open to the public and items for discussion are included on this agenda. Agendas (except for Executive Sessions agendas) are available through the Commissioners’ Office or through the County’s web site at www.arapahoe.gov. Please note that the Board may discuss any topic relevant to County business, whether or not the topic has been specifically noticed on this agenda. In particular, the Board typically schedules time each Monday under “Committee Updates” to discuss a wide range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Commissioners’ Office at 303-795-4630 or by e-mail at commissioners@arapahoe.gov.

Study Session Topics

9:00 A.M.  Calendar Updates (WHR)
            BoCC Administration Manager

9:45 A.M.  BOCC Updates (WHR)
            Board of County Commissioners

Break

1:00 P.M.  *Align Arapahoe - Quality Of Life (WHR)
            Align Arapahoe - Quality of Life

            Request: Information/Direction

            Manisha Singh, Director, Department of Strategy & Performance
            Elected Officials and Department Directors

2:00 P.M.  *2020 Aid To Agencies Recommendations (WHR)
            Discussion of 2020 Aid to Agencies funding recommendations

            Request: Information/Direction

            Jacquelyn Bayard, Executive Assistant, BoCC Administration
            Cecilia Zapata, Administrative Staff Supervisor, BoCC Administration
            Linda Haley, Community Housing and Development Manager, Community Resources
The Arapahoe County Board of County Commissioners typically holds weekly Study Sessions on business, whether or not the topic has been specifically noticed on this agenda. In particular, the range of topics. In addition, the Board may alter the times of the meetings throughout the day, or cancel or reschedule noticed meetings. Questions about this agenda? Contact the Office at 303-795-4630 or by e-mail at commissioners@arapahoegov.com.

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* To Be Recorded As Required By Law

   Discussion of a request from the Department of Human Services for the Board of County Commissioners to approve the Department to decline the Colorado Works MOE Relief for SFY 2019-2020
   Request: Information/Direction
   Suzanna Dobbins, Finance Division Manager, Human Services
   Cheryl Ternes, Director, Human Services
   Todd Weaver, Budget Manager, Finance

   Documents:
   BSR DROP-IN COLORADO WORKS MOE RELIEF 09-16-2019 (002).DOC

2. Intergovernmental Agreement With Commerce City, CO For Community Development Block Grant Funding
   Discussion of a request for the Board of County Commissioners to approve the Intergovernmental Agreement (IGA) with the City of Commerce City, Colorado for $70,000 and authorize the Chair to sign the agreement
   Request: Information/Direction
   Steve Elliott, Manager, Weatherization Division, Community Resources
   Don Klemme, Director, Community Resources
   Todd Weaver, Budget Manager, Finance
   Tiffanie Bleau, Senior Assistant County Attorney

   Documents:
   19 BSR_C3 CDBG GRANT WX.PDF
   C3 ACW SUBRECIPIENT AGREEMENT FINAL WITH ACW EDITS V2.PDF

3:20 P.M. *Executive Session (WHR)
Executive Study Session and County Attorney Administrative Meeting [Section 24-6-402 (4)C.R.S.] (As required by law, specific agenda topics will be announced in open meeting prior to the commencement of the closed and confidential portion of this session) (WHR)

Ron Carl, County Attorney
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Please contact our office at least 3 days in advance to make arrangements.
BOARD SUMMARY REPORT

Date: September 9, 2019
To: Board of County Commissioners
Through: Cecilia Zapata, Administrative Support Supervisor, BoCC Administration
From: Jacquelyn Bayard, Executive Assistant, BoCC Administration
Subject: 2020 Arapahoe County Aid to Agencies Funding Requests

Purpose and Recommendation
The purpose of this BoCC Study Session is to present the committee’s recommendations after review of the 2020 Aid to Agencies grant applications and to finalize grant awards to be included in the proposed 2020 budget.

Discussion
The Board of County Commissioners provides financial aid to non-profit agencies that serve Arapahoe County residents in the areas of mental health, seniors, drug or alcohol addiction rehabilitation, and other vulnerable populations. The Aid to Agencies budget in 2018 and 2019 was $1,679,500.

The 2020 grant applications and additional information are available to the BoCC for review. This year Arapahoe County received applications from twenty-six (26) Tier I agencies. Tier I agencies have previously received Aid to Agencies funding, meet the grant criteria, and serve at-risk and underserved populations in one of three core focus areas: human services, health and wellness, and crisis intervention.

There were ten (10) Tier II applications received. Tier II includes agencies which have not received funding through this program, however, meet the grant program criteria and serve at-risk and underserved populations in one of the core focus areas.

BoCC Administration, Community Resources, and Human Services staff have reviewed all applications to determine if the submissions meet the grant criteria, and to determine if any applicant is currently receiving funding from another County program or entity.

It should be noted that the review team does not have any knowledge of the legal status of clients served by agencies.

The applications, along with a funding spreadsheet, a summary overview, and additional documentation, are as follows:
TIER ONE – PREVIOUSLY FUNDED AGENCIES

1. FAMILY TREE, INC.
   - 2019 allocation $100,000
   - 2020 request $100,000
   - Focuses on child and youth services, domestic violence, and housing and family stabilization. The House of Hope program provides shelter for people experiencing homelessness and supportive services for up to 35 women and children at any given time, with a targeted stay of 90 days. The Generational Opportunities to Achieve Long-term Success (GOALS) program will assist families experiencing homelessness achieve economic independence and housing stability.
   - During the last fiscal year, 12 percent of Family Tree’s program services went to Arapahoe County residents and 52 percent of those sheltered at House of Hope were from Arapahoe County. It is anticipated that 75 percent of the total number of residents served within the GOALS program will be Arapahoe County residents.

2. FREEDOM SERVICE DOGS
   - 2019 allocation $10,000
   - 2020 request $15,000
   - Provides service dogs to individuals with disabilities and special needs, at no cost to the recipient.
   - Freedom Service Dogs is currently providing lifetime support to approximately 150 clients, 28 of which reside in Arapahoe County. These clients and canines represent 18.6 percent of the total clients currently receiving lifetime support from the organization.

3. JUSTICE AND MERCY LEGAL AID CENTER
   - 2019 allocation $15,000
   - 2020 request $25,000
   - Provides free, comprehensive legal services to low-income families in the Denver Metro area in the areas of family law and immigration, with a focus on survivors of domestic violence, sexual assault, stalking, and other violent crimes.
   - In 2018, 351 individuals form Arapahoe County were served, or 23 percent of total individuals served.

4. AURORA INTERFAITH COMMUNITY SERVICES
   - 2019 allocation $50,000
   - 2020 request $51,000
   - Provides substantive emergency assistance to homeless and low-income Aurora residents, including food, clothing, transportation, personal goods, and housing and utility assistance.
In 2018, 2,349 unique individuals served in the food pantry were from Arapahoe County, or 71.7 percent of all served. The total number of unique individuals served was 3,274.

5. **ROCKY MOUNTAIN CRISIS PARTNERS**

- 2019 allocation $15,390
- 2020 request $25,000
- Provides crisis intervention for behavioral health emergencies through 24/7/365 telephonic, online chat, and texting programs. Annually, nearly 60,000 episodes of care are delivered by trained counselors.
- In 2017, out of the 57,508 episodes of care received, 4,682 of those calls and chats were from users in Arapahoe County, or eight percent of the total.

6. **SOUTH METRO MEDICAL EQUIPMENT LOAN CLOSET**

- 2019 allocation $10,000
- 2020 request $10,000
- South Metro Medical Equipment Loan Closet loans durable medical equipment for up to three months, regardless of reason for the needed equipment or ability to pay.
- In fiscal year 2018, 148 of 374 clients, or 40 percent, were Arapahoe County residents.

7. **HOMELESSNESS AWARENESS/ACTION TASK FORCE**

- 2019 allocation $7,500
- 2020 request $10,000
- Provides motel vouchers on extremely cold weather nights to families experiencing homelessness in Western Arapahoe County (Englewood, Littleton, Sheridan), focusing especially on families with children, the disabled, and people with pets.
- In the 2018-2019 winter season, 141 individuals were served: 50 men, 58 women, 38 children, and 10 pets were served. It is estimated that 90 percent of individuals served are Arapahoe County residents.

8. **JEHISH FAMILY SERVICE OF COLORADO – SENIOR SOLUTIONS CENTER**

- 2019 allocation $33,000
- 2020 request $33,000
- The care management program of Jewish Family Services for those who are 60 and older, is run through the Jay and Rose Phillips Senior Solutions Center (SSC), providing in-home assessment of needs, healthcare advocacy, referral, and care coordination.
- Since Aid to Agencies funding was received (January 1, 2018), the SSC served 74 individuals living in Arapahoe County, representing 20 percent of all clients served. 9 of those individuals received care at no cost, thanks to the funding from Aid to Agencies.

9. **COMITIS CRISIS CENTER**

- 2019 allocation $68,000
10. **INTEGRATED FAMILY COMMUNITY SERVICES**

- 2019 allocation $80,000
- 2020 request $90,000
- Provides basic services, emergency assistance, and case management to help children and adults who are struggling to attain and maintain long-term economic security.
- In 2018, approximately 12,000 unduplicated Arapahoe County individuals were served.

11. **18TH JUDICIAL DISTRICT WELLNESS COURT**

- 2019 allocation $35,235
- 2020 request $39,150
- Provides care coordination services to individuals with co-occurring substance abuse and mental health disorders within the 18th Judicial District Wellness Court. The case manager provides comprehensive, individualized support for substance abuse, mental health, job skills, life skills, and parenting to clients in an effort to reduce recidivism.
- In 2018, a total of 20 referrals were made to Mile High Behavioral Health Care from the 18th Judicial District Wellness Court, 100 percent of which were from Arapahoe County.

12. **ADVOCATES FOR CHILDREN**

- 2019 allocation $15,000
- 2020 request $15,000
- The Court Appointed Special Advocates (CASA) program provides volunteer advocates to children involved in child abuse and neglect cases throughout the 18th Judicial District to provide children with a dedicated and attentive voice in court.
- In 2018, 843 abused and neglected children were served on 354 cases. Arapahoe County cases represented 72 percent of all children served.

13. **ALLHEALTH NETWORK**

- 2019 allocation $179,540
- 2020 request $237,000
- Provides mental health and substance use treatment to low income, uninsured, and underinsured children, adolescents, adults, and older adults in Arapahoe County.
- In 2018, AllHealth Network provided 92,937 services to 6,619 Arapahoe County residents, which represents about 44 percent of the total clients served.

14. **SUNSHINE HOME SHARE**

Aid to Agencies Board Summary Report
Page 4 of 11
• 2019 allocation $10,000
• 2020 request $15,000
• Sunshine Home Share offers unique case management for seniors to share homes, thus generating income for seniors and providing affordable housing for individuals.
• 170 individuals in Englewood, Centennial, Littleton, Glendale, Aurora, and Sheridan were served.

15. DOCTORS CARE

• 2019 allocation $11,700
• 2020 request $15,000
• Provides accessible medical services to low-income people living in South Metro Denver, as well as free assistance with applying for Medicaid or private health insurance plans. Doctors Care also assists clients with connecting to social services and healthcare resources throughout the community.
• Approximately 70 percent of Doctors Care’s patients and clients live in Arapahoe County.

16. AURORA MENTAL HEALTH CENTER - DETOX

• 2019 allocation $280,000
• 2020 request $280,000
• Provides withdrawal management and recovery services to adults over 18 who require safe withdrawal from drugs or alcohol who may be served in a social detox setting.
• In fiscal year 2018, the Aurora Detox site served 1,743 Arapahoe County residents, or 60 percent of the total served. The total number of unduplicated consumers served was 2,887.

17. TRI-VALLEY SENIOR CITIZENS ASSOCIATION

• 2019 allocation $12,000
• 2020 request $12,000
• Provides rural seniors access to transportation, health and wellness, nutritional, socialization, and safety services. The area served is west of Strasburg, extending along the I-70 corridor east of Deer Trail to the far eastern edge of Arapahoe County, and from the northern edge to the southern border of the Arapahoe County.
• In 2018, Tri-Valley served over 151 Arapahoe County seniors by provided 158 transportation trips.

18. COMMUNITY HOUSING PARTNERS/AURORA HOUSING CORPORATION

• 2019 allocation $10,000
• 2020 request $15,000
• Provides affordable housing at two communities in Arapahoe County: Plaza Townhomes and Townhomes at Tollgate Creek.
In 2018, 11 families were served under the City of Aurora Emergency Solutions Grant (ESG) Rapid Rehousing (HUD) funded program.

19. TLC MEALS ON WHEELS

- 2019 allocation $28,000
- 2020 request $28,000
- Provides hot meals to homebound seniors and disabled adults 7 days a week, as well as non-perishable groceries once per month. The area served is from west of I-25, south of US-285, within the C-470 loop, encompassing parts of Denver, Jefferson, Arapahoe and Douglas counties.
- In 2018, 610 Arapahoe County residents received meals, or 75 percent of 819 total clients.

20. GATEWAY DOMESTIC VIOLENCE SERVICES

- 2019 allocation $345,000
- 2020 request $355,000
- Provides emergency shelter, a 24-hour crisis line, nonresidential counseling, a court advocacy program, and community development programs to domestic violence victims and their children. The Bailey Project allows pets to stay with their families at the shelter.
- In 2018, 95 percent of the number of nights stayed through the Residential Services and 99 percent of the adults and children served through the Nonresidential Counseling Program were from Arapahoe County. Victims receiving assistance through their Court Advocacy Program totaled 2,825 and 95 percent of those were Arapahoe County citizens. The community development program provided 102 education presentations in the county.

21. AURORA MENTAL HEALTH CENTER

- 2019 allocation $180,063
- 2020 request $200,700
- Provides behavioral health services, including mental health therapy, group therapy, medication, and outpatient substance use services, to individuals, families, and couples. The Connect to Care Clinic allows individuals to seek treatment without an appointment, and is the main access point for services at the Aurora Mental Health Center.
- During the 2018 calendar year, the integrated care clinics served 2,876 unique individuals; 2,073 or 72 percent were Arapahoe County residents.

22. OUT AND ABOUT COLORADO

- 2019 allocation $10,000
- 2020 request $15,000
- Provides weekly outings for individuals with early-to-mid stage Alzheimer’s/dementia, as well as their families and/or caretakers.
- In 2018, approximately 50 percent of the individuals served, or 24 unduplicated participants, were from Arapahoe County.
23. **JUVENILE ASSESSMENT CENTER**

- 2019 allocation $28,000
- 2020 request $65,691
- Provides sustainable community and family connections to truant students in Aurora, Cherry Creek, Sheridan, Littleton, and Englewood School Districts. The Community Assessment Program (CAP) identifies root causes of behavior in school-aged youth and undiagnosed, unmet, or underserved needs, and allows for early intervention services.
- In 2018, 254 unduplicated Arapahoe County youth were served through the Community Assessment Program, about 75 percent of the youth served by the program.

24. **ARAPAHOE COUNTY COUNCIL ON AGING**

- 2019 allocation $3,000
- 2020 request $3,000
- The Council on Aging advocates for services that best meet the needs of older adults in Arapahoe County through education, collaboration, and coordination in the community.
- 95 percent of individuals who participated in events were from Arapahoe County.

25. **VIA MOBILITY SERVICES**

- 2019 allocation $10,000
- 2020 request $10,000
- Provides affordable and accessible transportation for low-income, rural seniors and people with disabilities in the I-70 corridor, including the towns of Byers, Bennett, Deer Trail, Watkins, and Strasburg.
- In 2018, Via Mobility Services provided 179 trips for 9 Arapahoe County residents.

26. **STRIDE (FORMERLY MCPN)**

- 2019 allocation $48,479
- 2020 request $53,865
- Provides primary and specialty care to include medical, dental, behavioral, and community services on a sliding fee discount to medically underserved individuals in suburban Denver and throughout Arapahoe County through a network of health center locations.
- In 2018, STRIDE provided 104,633 service encounters to individuals residing in zip codes located within Arapahoe County. The seven STRIDE health centers located within Arapahoe County provided integrated medical care to 16,777 unique individuals last year.
TIER TWO – NEW APPLICATIONS FOR CONSIDERATION

1. ENVIRONMENTAL LEARNING FOR KIDS
   - Request $10,000
   - Provides quality, year-long science education, outdoor activities, and leadership development to low-income and at-risk youth of color, ages 5-25.
   - In 2018, ELK worked with 2,300 youth and families last year from Arapahoe County, 20 percent of the total population served.

2. JEWISH FAMILY SERVICE OF COLORADO – FAMILY SAFETY NET
   - Request $15,000
   - The Family Safety Net program provides support to families experiencing crisis through financial assistance, case management, employment supports, and food assistance to promote self-sufficiency and financial security.
   - In 2018, 36.6 percent of the 2,427 families served were from Arapahoe County, representing nearly 900 households impacted.

3. A PRECIOUS CHILD
   - Request $20,000
   - Provides children access to basic essentials such as clothing, toiletries, schools supplies, education opportunities, gifts of celebration, and extracurricular activities.
   - In 2018, 9 percent (4,935) of the 54,708 individuals served were from Arapahoe County.

4. KIDS IN NEED OF DENTISTRY
   - Request $30,000
   - In 2018, KIND served 2,512 Arapahoe County individuals, or 31 percent of total population served.

5. RECREATION OPPURTUNITIES FOR AURORA RESIDENTS FOUNDATION
   - Request $3,000
   - Provides access to recreational programs to low-income youth in Aurora.
• Between January 1st and May 31st, 2019, 28 of the 109 unduplicated youth served were Arapahoe County residents, or 26 percent.

6. **WHIZ KIDS TUTORING**

• Request $15,000
• Provides one-to-one tutoring and mentoring to low-income children to increase reading comprehension, basic math skills, and homework completion.
• 160 or 22 percent of total students served were from Arapahoe County.

7. **DENVER URBAN GARDENS**

• Request $20,000
• In 2018, Denver Urban Gardens served 6,023 unduplicated individuals in Arapahoe County. To their knowledge, 100 percent of those served are Arapahoe County residents.

8. **YOUNG AMERICANS CENTER FOR FINANCIAL EDUCATION**

• Request $10,000

9. **THE SALVATION ARMY**

• Request $30,000
• Provides rental assistance and eviction prevention for residents on the brink of or in the process of eviction.
• 85 percent of the 1,328 unduplicated individuals served were Arapahoe County residents. 100 percent of individuals afforded rent assistance were from Arapahoe County.

**CENTER FOR WORK EDUCATION AND EMPLOYMENT**

• Request $100,000
• Provides skills training and workforce development for low-income single parent families to provide job-readiness. The specific pilot program they are applying for would provide career readiness and retention services to low-income parents not supported by TANF to reach self-sufficiency through career-focused employment.
• 100 percent of the 30 individuals served in the pilot program would be Arapahoe County residents.
**Fiscal Impact**

The 2020 Total Tier I requests add up to $1,660,116, or an increase to the previously awarded agencies of $25,209. The Tier II, or new applicants’ requests, total $253,000. The combined tier requests add up to $1,913,116, which is an increase of $278,209 in requested funds.

The 2020 Review Team recommends the following:

- Award the Tier I agencies with the same amounts as awarded in 2019, with the exception of the following:
  
  a) Recommend a $5,000 increase in awards to:
      
      (i) Justice and Mercy Legal Aid Center
  
  b) Recommend a $2,000 increase in awards to
      
      (i) TLC Meals on Wheels
  
  c) Recommend a $1,000 increase in awards to:
      
      (i) Aurora Interfaith Community Services
  
  d) Recommend awarding $9,000 in funds for outreach activities to:
      
      (i) Rocky Mountain Crisis Partners
  
  e) Recommend not awarding funding to:
      
      (i) Freedom Service Dogs
      (ii) Sunshine Home Share
      (iii) Out and About Colorado
  
  f) Recommend holding $20,000 in funds for Food Bank of the Rockies. Due to staffing changes, this agency neglected to submit an application this year, though they plan to next year. Out of concern for the impact on the food banks they serve, who normally
receive an allocation of funds to purchase food at FBR, we recommend holding $20,000 in funds aside in the event action needs to be taken to support these food banks in any way.

- The review team looked at each Tier II application for community impact, a diverse set of services, and areas that have gaps in services. Therefore, the recommendation is to award funding to the following new Tier II applicants:
  
a) Jewish Family Service of Colorado – Family Safety Net, the amount of $15,000, to address the demand for affordable housing and rental assistance in Arapahoe County.
  
b) A Precious Child, the amount of $10,000, to provide basic essentials to children and their caregivers who are challenged by poverty, abuse, neglect, and crisis situations in Arapahoe County.
  
c) The Salvation Army, the amount of $15,000, to address the need for rental assistance and eviction protection.

After awarding both the Tier I and Tier II applicants as recommended above, a balance of $72,983 would remain in Unspecified Funds for 2020. The Review Team would like direction from the BoCC on how to allocate the unspecified funds. A few options to consider would be that the unspecified funds could be: redistributed should the Affordable Care Act funding be cut significantly; used for other future needs, i.e. another detoxification center location; or held in case of an emergency where additional funds might not be available.

Reviewed by:
Jacquelyn Bayard, Executive Assistant, BoCC Administration
Cecilia Zapata, Administrative Staff Supervisor, BoCC Administration
Linda Haley, Senior Resources Division Manager, Community Resources
Don Klemme, Director, Community Resources
Melissa Dahlin, Accountant III, Human Services
Suzanna Dobbins, Finance Division Manager, Human Services
Jessica Gapuzan, Performance Management Analyst, Human Services
Cheryl Ternes, Director, Human Services
Janet Kennedy, Director, Finance
John Christofferson, Deputy County Attorney
<p>| TIER I                                                                 | Population Served                                      | Primary Issue                                                                 | Area Served                                                                 | Review Team Ranking | Awarded in 2018 | Awarded in 2019 | Variance from 2018 | % of Increase Requested | AC Funding % of Total Revenue | % of Revenue Expenditures for Admin Costs | % of Revenue from Fund-Raising | CDBG Awards and Details | HS Award &amp; Contract Date | HS Programs | Services Provided via Human Services Contract | Maintain 2019 Levels | Review Team Proposed Award | Variance from 2019 | Awarded 2020                        |
|----------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------|----------------|----------------|----------------|----------------------|----------------------------------|--------------------------------|-------------------------------|-----------------------------|----------------------|--------------------------------------------------------------------------------|------------------------|--------------------------|------------------------|-----------------------------|
| Family Tree                                                          | homeless women and children                            | domestic violence, child abuse &amp; housing                                     | Denver Metro &amp; Arapahoe County                                              | 1                   | 20,000         | 100,000        | 80,000          | 0                    | 0.00%                            | 1.10%                          | 9.00%                         | 16.00%                      | $20,250                  | 7/1/19-6/30/20 House of Hope, $483,000 5/1/19-6/30/20 GOALS                  | Colorado Works/TANF     | Homeless Services and Short-Term shelter Provide TANF-eligible services. | 100,000                | 100,000                     |
| Freedom Service Dogs                                                 | individuals with disabilities, veterans                | providing service-dogs to people in need                                     | Colorado &amp; Arapahoe County                                                  | 2                   | 0             | 10,000         | 10,000          | 0                    | 0.00%                            | 0.02%                          | 3.86%                         | 99.33%                      | 10,000                   | 15,000                        |                                                                                   |                       |                          | 0                      | 10,000                      |
| Justice and Mercy Legal Aid Center                                   | low-income families                                    | legal aid                                                                    | Denver Metro &amp; Arapahoe County                                              | 3                   | 15,000        | 15,000         | 0              | 20,000              | 5,000                           | 25.00%                         | 10.10%                        | 44.00%                      | 15,000                   | 50,000                        |                                                                                   |                       |                          | 20,000                 | 15,000                      |
| Aurora Interfaith Community Services                                 | general low-income                                     | emergency aid &amp; food assistance                                               | Aurora                                                                     | 4                   | 50,000        | 50,000         | 0              | 51,000              | 1,000                           | 1.96%                          | 8.36%                         | 5.90%                        | 1.66%                    | 50,000                   | 51,000                        |                                                                                   |                       |                          | 51,000                 | 50,000                      |
| Rocky Mountain Crisis Partners                                        | youth and adults                                        | mental health, suicide prevention                                            | Colorado &amp; Arapahoe County                                                  | 5                   | 17,100        | 15,390         | -1,710          | 25,000              | 9,610                           | 38.44%                         | 8.80%                         | 5.20%                        | 15,390                   | 9,000                         |                                                                                   |                       |                          | 9,000                  | 15,390                      |
| South Metro Medical Equipment Loan Closet                             | general adult population                                | loaning medical equipment                                                    | South Metro Denver                                                          | 6                   | 0             | 10,000         | 10,000          | 0                    | 0.00%                            | 17.00%                         | &lt;1.0%                         | 27.00%                      | 10,000                   | 10,000                        |                                                                                   |                       |                          | 10,000                 | 10,000                      |
| Homelessness Awareness ATF                                            | homeless families, disabled, and seniors               | emergency housing                                                            | Western Arapahoe County                                                     | 7                   | 7,500         | 7,500          | 0              | 10,000              | 2,500                           | 25.00%                         | 20.00%                        | 100.00%                     | 7,500                    | 7,500                         |                                                                                   |                       |                          | 7,500                  | 7,500                       |
| Jewish Family Service of Colorado - Senior Solutions Center          | low-income seniors                                      | case management                                                               | Denver Metro &amp; Arapahoe County                                              | 8                   | 33,000        | 33,000         | 0              | 33,000              | 0                               | 0.00%                          | 0.26%                         | 13.10%                      | 63.60%                   | 33,000                   | 33,000                        |                                                                                   |                       |                          | 33,000                 | 33,000                      |
| Comitas Crisis Center                                                 | homeless                                                | housing                                                                      | Denver Metro &amp; Arapahoe County                                              | 9                   | 68,000        | 68,000         | 0              | 68,000              | 0                               | 0.00%                          | 2.40%                         | 12.80%                      | 4.70%                     | 68,000                   | 68,000                        |                                                                                   |                       |                          | 68,000                 | 68,000                      |
| Integrated Family Community Services                                 | general low-income                                     | emergency aid &amp; food &amp; housing                                               | Arapahoe County (not Aurora)                                               | 10                  | 80,000        | 80,000         | 0              | 90,000              | 10,000                          | 11.11%                         | 3.30%                         | 10.00%                      | $35,000                  | 6/1/19-5/31/20                                                                 | Colorado Works/TANF     | Homeless Services and Short-Term shelter Provide TANF-eligible services. | 80,000                  | 80,000                      |
| 18th Judicial District Wellness Court                                 | offenders w/non-violent mental health issues           | judicial &amp; mental health                                                     | 18th Judicial District                                                     | 11                  | 39,150        | 35,235         | -3,915          | 39,150              | 3,915                           | 10.00%                         | 0.70%                         | 12.60%                      | 9.00%                     | 35,235                   | 35,235                        |                                                                                   |                       |                          | 35,235                 | 35,235                      |
| Advocates for Children                                                | abused and neglected children                          | judicial                                                                      | 18th Judicial District                                                     | 12                  | 15,000        | 15,000         | 0              | 15,000              | 0                               | 0.00%                          | 1.00%                         | 9.50%                        | 40.00%                   | 15,000                   | 15,000                        |                                                                                   |                       |                          | 15,000                 | 15,000                      |
| AllHealth Network                                                     | low-income, uninsured, underinsured                    | mental health and substance abuse                                           | Littleton, Englewood, Sheridan, DTC                                        | 13                  | 236,237       | 179,540        | -56,697         | 179,540             | 0                               | 0.00%                          | 0.40%                         | 14.90%                      | 0.01%                     | $5,000                    | 6/1/19-5/31/20                                                                 | Child Welfare Services including core | Mental Health Services, Therapy, and Assessments | 179,540                | 179,540                     |</p>
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<th>Population Served</th>
<th>Primary Issue</th>
<th>Area Served</th>
<th>Review Team Ranking</th>
<th>Awarded in 2018</th>
<th>Awarded in 2019</th>
<th>Variance from 2019</th>
<th>Variance from 2018</th>
<th>% of Increase Requested</th>
<th>AC Funding % of Total Revenue</th>
<th>% of Revenue Used for Admin Costs</th>
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<th>CDBG Awards and Details</th>
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<td>SunShine Home Share</td>
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<td>resource management for shared housing</td>
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<td>Community Housing Partners/Aurora Housing Corporation</td>
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<td>Arapahoe County</td>
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<td>180,063</td>
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<td>0.0037%</td>
<td>12.00%</td>
<td>0.16%</td>
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<td>110,000/6/19 5/31/20</td>
<td>Child Welfare Services including core Mental Health Services, Therapy, and Evaluations</td>
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<td>Out and About Colorado</td>
<td>individuals with early-to-mid stage Alzheimer's/dementia, and their families/care-takers</td>
<td>Alzheimer's/dementia support</td>
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<td>13.00%</td>
<td>10.00%</td>
<td>19.00%</td>
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<td>Juvenile Assessment Center</td>
<td>at-risk youth and families</td>
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<tr>
<td>Via Mobility Services</td>
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<td>transportation</td>
<td>Five counties, rural Tri-Valley</td>
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<td>0.005%</td>
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<td>1.00%</td>
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<tr>
<td>STRIDE (formerly Metro Community Provider Network)</td>
<td>all ages of medically indigent</td>
<td>health &amp; dental care</td>
<td>Adams, Arapahoe, Douglas, Jefferson &amp; Park</td>
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<td>0.08%</td>
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<td>1.00%</td>
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**TIER I Previously Awarded. No Application for 2019**

- **American Council of the Blind of CO/A3 Empowering People with Vision Loss**
  - seniors 60+ with severe vision-loss or blindness
  - in-home assessment, education, support groups
  - Colorado & Arapahoe County
  - 0 | 10,000 | 10,000 | 0 | -10,000 | 0.00% | This organization is dissolving

- **Families First**
  - children, youth, and their family members
  - child abuse & housing
  - Colorado & Arapahoe County
  - 10,000 | 10,000 | 0 | 0 | -10,000 | 0.00%
<table>
<thead>
<tr>
<th>Program Name</th>
<th>Population Served</th>
<th>Primary Issue</th>
<th>Area Served</th>
<th>Service Team Ranking</th>
<th>Awarded in 2018</th>
<th>Requested for 2020</th>
<th>Variance from 2018</th>
<th>% of Increase</th>
<th>% of Revenue Used for Admin Costs</th>
<th>% of Revenue from Fund Raising</th>
<th>CHRG Awards and Details</th>
<th>HS Award &amp; Contract Date</th>
<th>HS Programs</th>
<th>Services Provided via Human Services Contract</th>
<th>maintains 2019 Levels</th>
<th>Review Team Proposed Award</th>
<th>Variance from 2019</th>
<th>2020 Awarded</th>
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<td>Food Bank of the Rockies</td>
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<td>food assistance</td>
<td>Colorado &amp; Arapahoe County</td>
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<td>18.00%</td>
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<td>-20,000</td>
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</tr>
<tr>
<td>Kenney Foundation</td>
<td>children, youth, and their family members</td>
<td>child abuse &amp; judicial</td>
<td>Colorado &amp; Arapahoe County</td>
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<td>-10,000</td>
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<td>Rocky Mountain Childrens Law Center</td>
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<td>1,634,907</td>
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<td>Environmental Learning for Kids</td>
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<td>education, recreation</td>
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<tr>
<td>Jewish Family Service of Colorado - Family Safety Net</td>
<td>low-income, homeless</td>
<td>housing, employment, food assistance</td>
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<tr>
<td>A Precious Child</td>
<td>low-income children and families</td>
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<td>Kids In Need of Dentistry</td>
<td>low-income children and families</td>
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<td>Recreational Opportunities for Aurora Residents Foundation (ROAR)</td>
<td>low-income children and families access to recreational activities</td>
<td>Aurora Public Schools, Littleton Public Schools, Sheridan Schools, Cherry Creek Schools</td>
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<td>low-income and at risk youth tutoring</td>
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<td>Denver Urban Gardens</td>
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<td>fresh fruit and vegetables</td>
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<td>Awarded in 2020</td>
<td>Variance from 2019</td>
<td>Percentage from 2019</td>
<td>Variance from 2020</td>
<td>% of Increase Requested</td>
<td>% of Revenue from Fund-Raising</td>
<td>% of Revenue from Admin Costs</td>
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<td>HS Award &amp; Contract Date</td>
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<td>Services Provided via Human Services Contract</td>
<td>Maintain 2019 Levels</td>
<td>Review Team Proposed Award</td>
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<td>1,613,922</td>
<td>1,634,907</td>
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<td>1,634,907</td>
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<td>1,594,907</td>
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<td>278,209</td>
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<td>0</td>
<td>2020 TOTAL: 1,679,500</td>
<td>1,679,500</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>2019 Budget:</td>
<td>1,679,500</td>
<td>1,679,500</td>
<td>0</td>
<td>1,913,116</td>
<td>278,209</td>
<td></td>
<td>1,679,500</td>
<td>1,679,500</td>
<td>0</td>
<td>1,913,116</td>
<td>278,209</td>
<td>1,679,500</td>
<td>1,679,500</td>
<td>0</td>
<td>2019 Budget: 1,679,500</td>
<td>1,679,500</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Difference:</td>
<td>-40,000</td>
<td>0</td>
<td>-40,000</td>
<td>0</td>
<td>0</td>
<td></td>
<td>-40,000</td>
<td>0</td>
<td>-40,000</td>
<td>0</td>
<td>0</td>
<td>-40,000</td>
<td>0</td>
<td>-40,000</td>
<td>Difference: -40,000</td>
<td>0</td>
<td>-40,000</td>
<td></td>
</tr>
</tbody>
</table>
2020 AID TO AGENCIES RECOMMENDATIONS

SEPTEMBER 16TH, 2019 STUDY SESSION
Twenty-six (26) Tier I agencies applied. Tier I agencies have previously received Aid to Agencies funding, meet the grant criteria, and serve at-risk and underserved populations in one of three core focus areas: human services, health and wellness, and crisis intervention.

Ten (10) Tier II agencies applied. Tier II agencies include agencies that have not received Aid to Agencies funding, but do meet the grant program criteria and serve at-risk and underserved populations in one of the core focus areas.
<table>
<thead>
<tr>
<th>TIER I APPLICATIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Family Tree, Inc.</td>
</tr>
<tr>
<td>Freedom Service Dogs</td>
</tr>
<tr>
<td>Justice and Mercy Legal Aid Center</td>
</tr>
<tr>
<td>Aurora Interfaith Community Services</td>
</tr>
<tr>
<td>Rocky Mountain Crisis Partners</td>
</tr>
<tr>
<td>South Metro Medical Equipment Loan Closet</td>
</tr>
<tr>
<td>Homelessness Awareness Action Task Force</td>
</tr>
<tr>
<td>Jewish Family Service of Colorado – Senior Solutions Center</td>
</tr>
<tr>
<td>Comitis Crisis Center</td>
</tr>
<tr>
<td>Integrated Family Community Services</td>
</tr>
<tr>
<td>18th Judicial District Wellness Court</td>
</tr>
<tr>
<td>Advocates for Children</td>
</tr>
<tr>
<td>AllHealth Network</td>
</tr>
<tr>
<td>Sunshine Home Share</td>
</tr>
<tr>
<td>Doctors Care</td>
</tr>
<tr>
<td>Aurora Mental Health Center – Detox</td>
</tr>
<tr>
<td>Tri-Valley Senior Citizens Association</td>
</tr>
<tr>
<td>Community Housing Partners/Aurora Housing Corporation</td>
</tr>
<tr>
<td>TLC Meals on Wheels</td>
</tr>
<tr>
<td>Gateway Domestic Violence Services</td>
</tr>
<tr>
<td>Aurora Mental Health Center</td>
</tr>
<tr>
<td>Out and About Colorado</td>
</tr>
<tr>
<td>Juvenile Assessment Center</td>
</tr>
<tr>
<td>Arapahoe County Council on Aging</td>
</tr>
<tr>
<td>Via Mobility Services</td>
</tr>
<tr>
<td>STRIDE (formerly MCPN)</td>
</tr>
</tbody>
</table>
TIER II APPLICATIONS

- Environmental Learning for Kids
- Jewish Family Service of Colorado – Family Safety Net
- A Precious Child
- Kids in Need of Dentistry
- Recreation Opportunities for Aurora Residents Foundation

- Whiz Kids Tutoring
- Denver Urban Gardens
- Young Americans Center for Financial Education
- The Salvation Army
- Center for Work Education and Employment
BoCC Administration, Community Resources, and Human Services staff have reviewed all applications to determine if agencies meet the grant criteria, as well as to determine if any applicant is currently receiving funding from another County program or entity.

It should be noted that the review team does not have any knowledge of the legal status of clients served by agencies.
RECOMMENDATIONS

- Award the Tier I agencies the same amounts awarded in 2019, which the exception of the following:
  - Recommend a $5,000 increase in awards to **Justice and Mercy Legal Aid Center** to help provide legal aid to more low-income families
  - Recommend a $2,000 increase in awards to **TLC Meals on Wheels** to help serve a rapidly growing population
  - Recommend a $1,000 increase in awards to **Aurora Interfaith Community Services** to help with rising costs
  - Recommend awarding $9,000 to **Rocky Mountain Crisis Partners** for outreach activities
  - Recommend not awarding funding to **Freedom Service Dogs, Sunshine Home Share**, and **Out and About Colorado**
Recommend holding $20,000 in funds for Food Bank of the Rockies. Due to staffing changes, this agency neglected to submit an application this year, though they plan to next year. Out of concern for the impact on the food banks they serve, who normally receive an allocation of funds to purchase food at FBR, we recommend holding $20,000 in funds aside in the event action needs to be taken to support these food banks in any way.
Recommend awarding funding to the following:

- **Jewish Family Service of Colorado – Family Safety Net**, the amount of $15,000, to address the demand for affordable housing and rental assistance in Arapahoe County
- **A Precious Child**, the amount of $10,000, to provide basic essentials to children and their caregivers who are challenged by poverty, abuse, neglect, and crisis situations in Arapahoe County
- **The Salvation Army**, the amount of $15,000, to address the need for rental assistance and eviction protection
The Aid to Agencies budget in 2018 and 2019 was $1,679,500.

After awarding both the Tier I and Tier II applicants as recommended above, a balance of $72,983 would remain in Unspecified Funds for 2020.

The Review Team would like direction from the BoCC on how to allocate the unspecified funds. A few options to consider would be: redistributed should the Affordable Care Act funding be cut significantly; used for other future needs, i.e. another detoxification center location; or held in case of an emergency where additional funds might not be available.
Board Summary Report

Date: September 16, 2019

To: Board of County Commissioners

Through: Cheryl Ternes, Human Services Department Director

From: Suzanna Dobbins, Human Services Finance Division Manager

Subject: Colorado Works Maintenance of Effort (MOE) Relief 2019-2020

Direction/Information: The Department of Human Services (Department) is providing information regarding the SFY 2019-2020 Maintenance of Effort (MOE) Relief and is seeking approval to decline the relief for Arapahoe County.

Request: Human Services is requesting that the Board of County Commissioners provides approval to the Department to decline the Colorado Works MOE Relief for SFY 2019-2020.

Background
The Department is responsible for the administration of the Colorado Works program which is known federally as Temporary Assistance for Needy Families (TANF). On August 2019, the Department received notification that the State as a whole met the 2018 work participation rate requirement. As a result, statute allows the state to reduce the Colorado Works county maintenance of effort obligation from $22.1 to $16.6 million ($5.5 million in MOE Relief).

The effect on Arapahoe County would be the reduction of MOE by $536,595 and the reduction of the base allocation by the same $536,595, from an initial allocation of $14,560,948 to a new allocation of $14,024,353. Since it anticipated that the full original allocation will be utilized, this reduction in MOE and allocation would have a negative impact on the overall spending ability of the Department.

Links to Align Arapahoe
Service First / Quality of Life: The reduction of the County MOE would also reduce the overall allocation by the same amount. This reduction would negatively impact the Department’s ability to provide services for clients. By maintaining our allocations, we can continue to provide the valuable benefits and services to help at-risk citizens in our county make strides towards self-sufficiency through economic security.
Discussion and Alternatives
The Department has been given two (2) options:

<table>
<thead>
<tr>
<th></th>
<th>Total Allocation</th>
<th>Federal Funds</th>
<th>County MOE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accept MOE Relief</td>
<td>$14,024,353</td>
<td>$12,409,633</td>
<td>$1,614,720</td>
</tr>
<tr>
<td>Decline MOE Relief</td>
<td>$14,560,948</td>
<td>$12,409,633</td>
<td>$2,151,315</td>
</tr>
<tr>
<td>Increase / (Decrease)</td>
<td>($536,595)</td>
<td>0</td>
<td>($536,595)</td>
</tr>
</tbody>
</table>

Human Services is projected to utilize $14.71 million for Colorado Works in SFY 2019-2020, 85% of which will be used to meet the needs of citizens through Basic Cash Assistance Benefits and Supportive Services Benefits. Although this allocation is projected to be overspent by 1% (which equates to about $150,000), it is anticipated that TANF reserves will be utilized to fully cover this deficit. (See Table 1)

### Table 1. Colorado Works Allocation vs. Expenditures (Dollars in Millions)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Allocation</td>
<td>$15.02</td>
<td>$14.56</td>
<td>$14.02</td>
</tr>
<tr>
<td>Expenditures</td>
<td>$14.36</td>
<td>$14.71</td>
<td>$14.71</td>
</tr>
<tr>
<td>Under / (Over)</td>
<td>$0.66</td>
<td>($0.15)</td>
<td>($0.69)</td>
</tr>
</tbody>
</table>

Declining the MOE Relief would allow the Department to continue utilizing the full allocation. The projected deficit would remain at $150,000 and TANF reserves would be available to offset the deficit without further using County Only dollars.

The alternative would be for the BoCC to accept the MOE relief. Accepting the MOE Relief would reduce the allocation and result in a larger deficit of approximately $690,000 which is about 5% over our allocation. Additionally, this would decrease the balance of the TANF Reserves even further resulting in less reserves to serve clients in the event of an economic recession in the future.

### Fiscal Impact
Declining the MOE Relief would allow the Department to utilize the full allocation. The projected deficit of $150,000 would be fully offset by the TANF reserves and would leave an ending TANF reserve of $5.50 million. Maintaining a healthy reserve balance will allow us to continue serving our citizens in the event of an economic recession. (See Table 2). Additionally, we have already included the full MOE amount for this allocation in the 2020 County Budget.

### Table 2. Colorado Works (TANF) Reserves Balance (Dollars in Millions)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Beginning Balance</td>
<td>$4.99</td>
<td>$5.65</td>
<td>$5.65</td>
</tr>
<tr>
<td>Increase / (Decrease)</td>
<td>$0.66</td>
<td>($0.15)</td>
<td>($0.69)</td>
</tr>
<tr>
<td>Ending Balance</td>
<td>$5.65</td>
<td>$5.50</td>
<td>$4.96</td>
</tr>
</tbody>
</table>

Reviewed By:
Michael Valentine, Deputy County Attorney
Janet Kennedy, Finance Department Director
Board Summary Report

Date: August 19, 2019

To: Board of County Commissioners

Through: Don Klemme, Director, Community Resources Department

From: Steve Elliott, Manager, Weatherization Division

Subject: Agreement with the City of Commerce City, Community Development Block Grant Program

Direction/Information:
The purpose of this report is to seek BOCC direction regarding acceptance of discretionary grant funding from the City of Commerce City, Colorado for the Community Resources Department – Weatherization Division.

Request and Recommendation:
Staff request BOCC direction regarding acceptance of funds and recommend that the BOCC approve the IGA with the City of Commerce City, Colorado for $70,000 and authorize the Chair of the BOCC to sign the agreement.

Background:
Commerce City has applied for and received Community Development Block Grant (CDBG) funds from the United States Department of Housing and Urban Development (HUD) for activities authorized under Title I of the Housing and Community Development Act of 1974 and the City’s action plan. Commerce City wishes to engage the Arapahoe County Weatherization Division to assist the City in utilizing such CDBG funds to accomplish energy efficiency and weatherization upgrades in income-qualified households.

Commerce City CDBG Energy Efficiency Project services consist of a site-specific energy audit, insulation measures (e.g., insulating walls, attics, basements and crawl spaces), sealing air infiltration and duct leaks, installing energy efficient furnaces, refrigerators and lighting, and providing energy conservation information to customers.

Arapahoe County Weatherization has been asked to enter into an agreement with the City of Commerce City to implement the CDBG Energy Efficiency Project in Commerce City and expend the $70,000 grant by September 30, 2020.
Discussion:
This funding will expand the services currently provided by the Weatherization Program. The purpose is to provide energy efficiency improvements to approximately fourteen (14) homes of low-income residents (at or below 80% AMI) in Commerce City.

Should the BOCC accept Commerce City CDBG funding, the Weatherization Division will be responsible for eligibility determination and selection of program participant homes. Weatherization Division crews will provide quality, cost-effective services in accordance with CDBG Program guidelines.

Links to Align Arapahoe: Enhance Quality of Life
The Commerce City CDBG Energy Efficiency Project grant will assist the Weatherization Division to expand services that enhance the quality of life for income-eligible residents by reducing energy costs while increasing the comfort and safety of their homes.

Alternatives:
The Commerce City CDBG Energy Efficiency Project grant is discretionary and as such, the BOCC can reject this offer for additional funds.

Fiscal Impact:
Fiscal Impact to Arapahoe County Government is not anticipated, as CDBG grant funding will pay for staff salary, direct costs, overhead and administrative costs. The Weatherization Division will utilize current staff to provide the services required of this project, and will utilize current equipment and space.

Reviewed by:
Donald A. Klemme, Director, Community Resources
Finance
County Attorney
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
2018 CDBG Annual Action Plan

SUBRECIPIENT AGREEMENT

Between the:
City of Commerce City, CO

and the
Arapahoe County
Board of County Commissioners
on behalf of the Weatherization Division

August 2019
I. SCOPE OF SERVICE

A. Activities/Eligible Use of Funds

As a condition of receiving this subaward, the Subrecipient will administer a CDBG PY2018 Energy Efficiency Project, including all work described in this Section I and as more fully set forth in Exhibits A and C (“Project”), as part of the City’s overall Home Repair Programs (“HRPs”). The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement and applicable Federal standards and regulations. The Project will include the following activities eligible under the Community Development Block Grant (“CDBG”) program (See also Exhibit A and C).

1. Program Delivery:
a. **Activity One:** The Subrecipient will perform an energy audit of each qualified applicant’s home to include the following:

Health and safety tests on combustion appliances, i.e., furnaces and water heaters, to ensure the appliances are operating properly. Additionally, the Subrecipient will perform combustion appliance zone (CAZ) testing at the energy audit, after the completion of weatherization work, and at the final inspection. This CAZ testing ensures that the combustion appliances are safely operating, properly venting combustion by-products including carbon monoxide, under natural/normal conditions as well as in worst-case conditions. CAZ testing performed throughout the process is to ensure that in making a home more energy efficient, i.e., reducing air infiltration, the appliances do not back draft and emit combustion by-products into the living space of the home.

An energy efficiency assessment of both the furnace and refrigerator to determine if one - or both - appliance is eligible for an upgrade to a more energy efficient model. Typically, standard efficient (70% AFUE and below) furnaces are eligible for efficiency upgrades to a 95% AFUE furnace with and electronically controlled motor (ECM); and, refrigerators using more than 800 kWh of electricity per year are eligible for efficiency upgrades to E-Star models using between 343 kWh and 483 kWh.

An assessment of existing insulation levels in attic, walls, and crawl spaces to determine if additional insulation is needed and can be added.

A blower door test to identify air leakages as well as building tightness limits that may indicate the need for the installation of mechanical ventilation. The blower door test will be conducted at the energy audit, during weatherization work, and again, at the final inspection, to determine how much of a reduction in air leakage achieved for each home.

b. **Activity Two:** Based on the results of the energy audit, the Subrecipient will provide each qualified home with the energy conservation and health & safety measures the home requires to be more energy efficient and safe. This includes items such as: obtaining work permits, adding insulation, replacing or repairing combustible appliances and refrigerators, performing associated electrical work, thermostat replacement, weather stripping, and adding portable air coolers.

2. **General Administration**

a. The Subrecipient will obtain and maintain the necessary and records documenting its use of CDBG funds and its supervision and administration of the Project per all applicable laws, regulations, and other requirements (See Exhibit B). Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in
performing the Project within the Project timeline. (See Exhibits C, D, E, F, G, H and I).

b. The Subrecipient must ensure a Notice to Proceed is obtained from the City for each individual home prior to obligating or incurring any Project funding, this includes all material purchases, equipment rental, staff time, Subcontractor contracts, etc.

c. The Subrecipient understands that failure to comply with the established administrative responsibilities may lead to a cancellation of the Project and a loss of all or part of unexpended funds.

d. The Subrecipient will also comply with the Administrative Requirements identified elsewhere in this Agreement.

e. The Subrecipient may return to a home after 10 years if the project involves the furnace or hot water heater. For all other work, they may return to the home after 15 years.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabilitated/weatherized, persons or households assisted, or funding spent and should include time frames for performance.

The Subrecipient will provide the following levels of program services and will complete the activities required under this Agreement within the following timeframes:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Units per Month</th>
<th>Total Units/Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Activity One</td>
<td>2 homes</td>
<td>14 homes</td>
</tr>
<tr>
<td>Activity Two</td>
<td>Same 2 homes</td>
<td>Same 14 homes</td>
</tr>
</tbody>
</table>

D. Staffing

The Subrecipient will supervise and direct the completion of all activities under this Agreement. Any changes in Key Personnel assigned or their responsibilities under the activities are subject to the prior approval of the City. At a minimum, the Subrecipient shall assign the following staff with the identified responsibilities (‘Key Personnel’) to the identified activities:
<table>
<thead>
<tr>
<th>Title/Names</th>
<th>Hours</th>
<th>Role</th>
</tr>
</thead>
<tbody>
<tr>
<td>Field Supervisor</td>
<td>28</td>
<td>Responsible for direct supervision of two Furnace Technicians, and eight Field Technicians</td>
</tr>
<tr>
<td>Auditor/Inspector</td>
<td>42</td>
<td>Certified Building Inspector for Asbestos; BPI certified as Building Analyst; BPI certified as Quality Control Inspector</td>
</tr>
<tr>
<td>Auditor/Inspector</td>
<td>42</td>
<td>Certified Building Inspector for Asbestos; BPI certified as Building Analyst; BPI certified as Quality Control Inspector</td>
</tr>
<tr>
<td>Field Technicians (8)</td>
<td>420</td>
<td>All are Certified Renovators (EPA Lead-Safe Practices); all are BPI certified in Whole House Air Leakage/Insulation or Infiltration and Duct Leakage</td>
</tr>
<tr>
<td>Furnace Technicians (2)</td>
<td>196</td>
<td>Both are Certified Renovators (EPA Lead-Safe Practices), and certified Gastite Installers. One is certified for installation and/or service HVAC technicians the other a Furnace Technician holding a BPI Certification as a Heating Pro.</td>
</tr>
<tr>
<td>Administrative Staff</td>
<td>20</td>
<td>Responsible for processing applications, responding to customers' inquiries, working with landlords, and scheduling energy audits</td>
</tr>
<tr>
<td>Administrative Supervisor</td>
<td>28</td>
<td>Responsible for eligibility determinations, account receivables and payables, service and material procurement development, service and materials contract development, tracking monthly expenditures, labor, and revenues received in internal systems as well as overseeing the accuracy of specific job and customer data in the state's automated system; oversees AC WX material inventory, supervises two positions, and serves as the lead on developing funding applications, and serves as the Project Manager for non-CEO funded energy conservation projects</td>
</tr>
<tr>
<td>Weatherization Division Manager</td>
<td>20</td>
<td>Responsible for managing all aspects of the program for ACG, including overall financial management of CEO WAP grant funding as well as non-CEO WAP funding, which includes budget development, grant management, monthly expenditure tracking and reporting, as well as reviewing each audit of a customer's home for accuracy and thoroughness as well as documentation completeness and accuracy. This position supervises four positions, but is ultimately accountable for every AC WX employee.</td>
</tr>
</tbody>
</table>

E. Performance Monitoring

The City will monitor the performance of the Subrecipient against the requirements of this Agreement, including timeframes, goals, and performance standards. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after notification by the City, suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the Execution Date and end on September 30, 2020. The term of this Agreement and the provisions herein may be extended to cover any additional period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. Work performed before the Execution Date will not be considered...
part of the Project. The terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including Program Income.

III. BUDGET

<table>
<thead>
<tr>
<th>Budget Items</th>
<th>Description / Details</th>
<th>CDBG Request</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrative Labor</td>
<td>$145/home x 14 homes</td>
<td>$2,030</td>
</tr>
<tr>
<td>Labor</td>
<td>$2,450/home x 14 homes</td>
<td>$34,300</td>
</tr>
<tr>
<td>Office Rent, Telephone, Office</td>
<td>$96/home x 14 homes</td>
<td>$1,344</td>
</tr>
<tr>
<td>Office Supplies, Copier, CRD &amp; IT</td>
<td>$64/home x 14 homes</td>
<td>$896</td>
</tr>
<tr>
<td>Printing, Vehicles &amp; Warehouse</td>
<td>$151/home x 14 homes</td>
<td>$2,114</td>
</tr>
<tr>
<td>Wireless Communications</td>
<td>$8/home x 14 homes</td>
<td>$112</td>
</tr>
<tr>
<td>Electrical Services</td>
<td>$125/home x 14 homes</td>
<td>$1,750</td>
</tr>
<tr>
<td>Energy Conservation Materials</td>
<td>$1,200/home x 14 homes</td>
<td>$16,800</td>
</tr>
<tr>
<td>Health &amp; Safety Materials</td>
<td>$325/home x 14 homes</td>
<td>$4,550</td>
</tr>
<tr>
<td>Operating &amp; Safety Supplies</td>
<td>$102/home x 14 homes</td>
<td>$1,428</td>
</tr>
<tr>
<td>Subcontractors</td>
<td>$334/home x 14 homes</td>
<td>$4,676</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$70,000</strong></td>
</tr>
</tbody>
</table>

The City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be approved in writing by both the City and the Subrecipient. All Project-related expenses must be reasonable and necessary.

IV. PAYMENT

A. General Payment Terms

1. **Maximum amount:** The total amount to be paid by the City under this Agreement shall not exceed **$70,000.** Indirect costs and travel expenses are not billable expenses for this project.

2. **Requests for Payment:** The Subrecipient will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget. Requests for payment will be broken down into reimbursement requests against the completion of each housing unit Activity #2 as described in the Scope of Services and will include all supporting invoices, bills, time sheets, and other documents necessary to justify the payment. Requests for payment must include documentation demonstrating all procurements for which payment is requested in accordance with the Agreement.
3. **Payment:** The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

B. **Conditions**

4. The Parties expressly recognize the Subrecipient is to be paid with CDBG funds received from the federal government, and that the obligation of the City to make payment to Subrecipient is contingent upon receipt of such funds. If said funds or any part thereof, are or become unavailable, the City may immediately terminate or amend this Agreement. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

5. Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200.

C. **Program Income**

If Program Income, as defined in 24 CFR 570.500, is generated it will be retained by the Subrecipient for the duration of the term of this Agreement and shall be used for the City’s Project. Any Program Income generated shall be used by the Subrecipient for the City’s Project before additional CDBG Funds are disbursed to the Subrecipient per 24 CFR 570.504. Upon the occurrence of the Project Close-out, Program Income will be returned to the City unless agreed upon, in writing, by the Parties.

Rebates received by the purchase/installation of appliances shall be retained by the Subrecipient and not considered Program Income under this Agreement.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as previously mentioned shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.
Communication and details concerning this Agreement shall be directed to the following agreement representatives:

<table>
<thead>
<tr>
<th>City</th>
<th>Subrecipient</th>
</tr>
</thead>
<tbody>
<tr>
<td>CDBG Coordinator</td>
<td>Weatherization Division Manager</td>
</tr>
<tr>
<td>7887 E. 60th Avenue</td>
<td>907 Salida Way</td>
</tr>
<tr>
<td>Commerce City, CO 80022</td>
<td>Aurora, CO 80011</td>
</tr>
<tr>
<td><a href="mailto:csteinberg@c3gov.com">csteinberg@c3gov.com</a></td>
<td><a href="mailto:selliott@arapahoegov.com">selliott@arapahoegov.com</a></td>
</tr>
<tr>
<td>303-289-8168</td>
<td>303-636-1982</td>
</tr>
</tbody>
</table>

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, and 2 CFR 200, except that (1) the Subrecipient does not assume the recipient’s environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient’s responsibility for initiating the review process under the provisions of 24 CFR Part 52 (See also Exhibit C). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available. The Subrecipient will comply with all applicable Federal, State, and local laws and regulations, including without limitation those set forth in Exhibit B.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner as, creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

C. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance & Bonding

1. General: The Subrecipient shall carry sufficient insurance coverage to protect CDBG-acquired assets from loss due to theft, fraud and/or undue physical damage. In addition, before the performance of any Services and for the duration of the Agreement, except as waived in writing by the City’s risk manager, the Subrecipient will obtain the
following insurance for the mutual and joint benefit and protection of the Subrecipient and the City. Each policy must name the City as an additional insured and shall provide that the City shall be entitled to recovery under said policies for any loss occasioned to the City or its officers, employees or agents by reason of negligence of the Subrecipient or its officers, employees, agents, subcontractors or business invitees. The limits of any insurance shall not limit the liability of the Subrecipient under the Agreement.

2. **Comprehensive General Liability Insurance**: A policy of comprehensive general liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the performance of the Services with at least One Million Dollars ($1,000,000) each occurrence.

3. **Comprehensive Automobile Liability Insurance**: A policy of comprehensive automobile liability insurance insuring against any liability for personal injury, bodily injury or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Subrecipient that are used in connection with performance of the Services, whether the motor vehicles are owned, non-owned or hired, with a combined single limit of at least One Million Dollars ($1,000,000).

4. **Additional Terms**: Insurance shall be with companies qualified to do business in the State of Colorado and may provide for deductible amounts as the Subrecipient deems reasonable for the Services, but in no event greater than Ten Thousand Dollars ($10,000.00). Contractor is responsible for payment of any such deductible. No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. The Subrecipient shall identify whether the type of coverage is “occurrence” or “claims made.” If the type of coverage is “claims made,” which at renewal the Subrecipient changes to “occurrence,” the Subrecipient shall carry a twelve (12) month tail. The Subrecipient shall not do or permit to be done anything that shall invalidate the policies. Such policies shall be written as primary policies not contributing to and not in excess of coverages the City may carry.

5. **Evidence of Coverage**: The Subrecipient will provide the City with sufficient evidence of insurance before performing any Services and before the expiration of any such insurance coverage, if the Agreement extends beyond such period of coverage.

6. **Bond**: The requirements of this subsection may be waived or modified with the approval of the City Manager or the City’s Risk Manager. Before the commencement of any work, the Subrecipient shall provide, at Subrecipient’s sole cost, the City with a fidelity bond covering all officials and employees in the amount of any capital advanced during the performance of services, if applicable. The surety shall be corporate bonding company acceptable to the City, licensed to transact such business in the State of Colorado, and listed in the U.S. Department of the Treasury Circular 570 in effect on the date of the Agreement. Evidence of authority of an attorney-in-fact acting for the surety shall be provided in the form of a certificate as to its power of attorney and to the effect that it is not terminated and remains in full force and effect.
on the rate of the bonds. If at any time a surety on any bond becomes irresponsible, is
disqualified from doing business in the State of Colorado, or becomes insolvent or
otherwise impaired, Contractor shall furnish bond(s) from an alternate surety
acceptable to the City.

E. City Recognition

The Subrecipient shall insure recognition of the role of the City in providing services
through this Agreement. All activities, facilities and items utilized pursuant to this
Agreement shall be prominently labeled as to the CDBG funding source. All
advertisements, notifications, publications, signs, brochures and other promotional or
information material shall identify the program and/or project as being funded in part by
the City’s CDBG Program.

F. Public Access

Notwithstanding 2 CFR 200.337, the Subrecipient shall provide citizens with reasonable
access to records regarding the past use of CDBG funds, consistent with applicable State
and local laws regarding privacy and obligations of confidentiality.

G. Amendments

The City and Subrecipient may amend this Agreement at any time provided that such
amendments make specific reference to this Agreement, and are executed in writing, signed
by a duly authorized representative of each organization, and approved according to the
City’s amendment policies. Such amendments shall not invalidate this Agreement, nor
relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or
local governmental guidelines, policies and available funding amounts, or for other
reasons. If such amendments result in a change in the funding, the scope of services, or
schedule of the activities to be undertaken as part of this Agreement, such modifications
will be incorporated only by written amendment signed by both City and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 570.503, in addition to such remedies provided for in Exhibit
B, the City may suspend or terminate this Agreement if the Subrecipient materially fails to
comply with any terms of this Agreement, which include (but are not limited to) the
following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or
   such statutes, regulations, executive orders, and HUD guidelines, policies or directives
   as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its
   obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 570.503, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines the remaining portion of the award that will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

The Subrecipient shall perform the following administrative requirements (see also Exhibits B, C and G) in addition to other administrative requirements identified in this Agreement.

A. Financial Management

1. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

B. Documentation and Record Keeping

1. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 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 each individual activity undertaken meets one of the National Objectives of the CDBG program;
   c. Records required for determining the eligibility of activities;
   d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   f. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
   g. Other records necessary to document compliance with 24 CFR 570 Subpart K.
2. **Retention:** Notwithstanding those record retention obligations set forth in Exhibit B, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later. (See Exhibit B)

3. **Client Data:** The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to City and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the City and HUD.

4. **Protections for Consumer Data Privacy:** The Subrecipient shall implement and maintain reasonable security procedures and practices compliant with C.R.S. 6-1-713.5(2)(a-b) and C.R.S. 24-73-102(2)(a-b) with respect to any personal identifying information, as defined C.R.S. 6-1-713(2)(b) and C.R.S. 24-73-101(4)(b), disclosed to the Subrecipient in the course of performing this Agreement. The Subrecipient will notify the City within twenty-four (24) hours of the Subrecipient’s determination that a security breach has occurred, as defined in C.R.S. 6-1-716(1)(c) and C.R.S. 24-73-103(1)(b), with regard to any personal information, as defined in C.R.S. 6-1-716(1)(g) and C.R.S. 24-73-103(1)(g), disclosed to the Subrecipient in the course of performing the Agreement and will conduct such investigation and provide such notice as required by law in the event of such breach.

5. **Disclosure:** The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

C. **Audits & Inspections:**

All Subrecipient records and financial statements as necessary for the City to meet the requirements of 2 CFR 200.300-309 and Subpart F of this part with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this agreement and may result in the withholding of future payments.
D. Close-out:

The Subrecipient’s obligation to the City shall not end until all close-out requirements are completed per 2 CFR 200 Subpart D, 24 CFR 570.502 and 24 CFR 570.509. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, real property, equipment, unspent cash advances, Program Income balances, and accounts receivable to the City), submitting all reports and documentation, compliance with all monitoring visits by the City, HUD or its designee, and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including Program Income, and until the close-out activities and requirements are completed in IDIS.

E. Reporting:

In addition to any reporting required by applicable law or regulation, the Subrecipient shall submit regular progress reports to the City in the form, content, and frequency as required by the City.

F. Procurement and Reversion of Assets

1. General Standards – The Subgrantee shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property.

2. Equipment – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the City upon termination of this contract.

3. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.
G. **Subcontracts:**

1. **Monitoring:** The Subrecipient will monitor all subcontracted services on a regular basis to assure agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

2. **Content:** The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

3. **Selection Process:** The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be kept in the Subrecipient’s files along with documentation concerning the selection process and made available upon requests.

H. **Conflict of Interest:** The Subrecipient agrees to abide by the provisions of 2 CFR 200 Subpart B, Subpart D, and 24 CFR 570.611, which include (but are not limited to) the following:

1. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by Federal funds.

2. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by Federal funds if a conflict of interest, real or apparent, would be involved.

3. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

I. **Religious Activities:** The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**VIII. SEVERABILITY**
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

X. WAIVER

The City’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XI. GOVERNMENTAL IMMUNITY

No term or condition of the Agreement will be construed or interpreted as an express or implied waiver of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, CRS 24-10-101, et seq.

XII. NO THIRD PARTY BENEFICIARIES

Enforcement of the terms and conditions of the Agreement and all rights of action relating to such enforcement will be strictly reserved to the parties. Any person other than the City and the Subrecipient will be deemed to be only an incidental beneficiary under the Agreement.

XIII. RULES OF CONSTRUCTION

Neither party will be deemed to have drafted the Agreement. The Agreement has been reviewed by all parties and will be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term will be construed or resolved in favor of or against the City or the Subrecipient on the basis of which party drafted the uncertain or ambiguous language. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender. Paragraph headings are for convenience of reference and will in no way control or affect the meaning or interpretation of any provision of the Agreement.

XIV. AUTHORITY

The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute the Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute the Agreement for the party he or she represents and to bind that party to its terms.

XV. EXHIBITS INCORPORATED

The following exhibits are incorporated into this Agreement by reference:
EXHIBIT A ......................... Scope of Services
EXHIBIT B ........................ CDBG Laws, Regulations & Requirements
EXHIBIT C ......................... City and ACW Responsibility Allocation Table
EXHIBIT D ........................ CDBG Reporting Schedule
EXHIBIT E ........................ Quarterly Progress Report Form
EXHIBIT F ......................... Project Close-out Report
EXHIBIT G ........................ On-site Monitoring Checklist
EXHIBIT H ........................ Reimbursement Request & Progress Report
EXHIBIT I ......................... LMI Guidelines – 2018
EXHIBIT J ........................ CDBG Target Area Map
EXHIBIT K ........................ Site Specific Environmental Review Checklist (Tier 2)
I. **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the Execution Date.

CITY OF COMMERCE, COLORADO

______________________________
Brian McBroom, City Manager
City’s Manager’s Office

ARAPAHOE COUNTY, COLORADO
WEATHERIZATION DIVISION

____________________________________
Jeff Baker, Chair
Arapahoe County Board of Commissioners

Recommended for Approval:

Roger Tinklenberg, Deputy City Manager
Interim Director of Community Development

Approved as to Form:

Robert Sheesley
City Attorney
## LIST OF EXHIBITS

<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>Title</th>
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<tbody>
<tr>
<td>A</td>
<td>Scope of Services</td>
</tr>
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<td>B</td>
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</tr>
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<td>K</td>
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</tr>
</tbody>
</table>
SCOPE OF SERVICES

Organization: Arapahoe County, CO - Weatherization Division (ACW or AC WX)

Project Name: Energy Efficiency Project

Project Manager: Diana Graham, Administrative Supervisor

CDBG Program Year: 2018

Start Date: Execution Date of Agreement

End Date: September 30, 2020

Funding Amount: $70,000

National Objective: Activities that benefit LMI persons, per household documentation and recordkeeping

HUD Matrix Code: 14F – Rehabilitation: Energy Efficiency Improvements 24 CFR 570.202(b)(4) or 42 USC 5305(a)(4). Housing rehabilitation with the sole purpose of improving energy efficiency (e.g., a weatherization program).

Grant Number: B-18-MC-08-0016

<table>
<thead>
<tr>
<th>Description</th>
<th>Narrative: (required)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perform energy audits for LMI households.</td>
<td></td>
</tr>
<tr>
<td>Based on the results of the energy audit, ACW will provide each home with the energy conservation and health &amp; safety measures needed for the home to be more energy efficient and safe.</td>
<td></td>
</tr>
<tr>
<td>AC WX may return to a home after 10 years if the project involves the furnace or hot water heater. For all other work, they may return to the home after 15 years.</td>
<td></td>
</tr>
</tbody>
</table>

Priority Need Being Met from the 2016-2020 Consolidated Plan

Review the Plan online at: www.c3gov.com/CDBG and search for the Consolidate Plan.

Priority Need: Preserve and Expand Affordable Housing

Performance Measurements

<table>
<thead>
<tr>
<th>Objectives</th>
<th>Objective:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide Decent Housing</td>
<td></td>
</tr>
<tr>
<td>Choose one of the following three HUD objectives that best describes the project's objective:</td>
<td>Outcome:</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>• Creating Suitable Living Environments</td>
<td>Affordability</td>
</tr>
<tr>
<td>• Providing Decent Housing</td>
<td></td>
</tr>
<tr>
<td>• Creating Economic Opportunity</td>
<td></td>
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<table>
<thead>
<tr>
<th>Outcomes</th>
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<tbody>
<tr>
<td>Choose one of the following three HUD outcomes that best describes the result to be achieved:</td>
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<tr>
<td>-----------------------------------------------</td>
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<tr>
<td>• Availability/Accessibility</td>
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<tr>
<td>• Affordability</td>
</tr>
<tr>
<td>• Sustainability</td>
</tr>
</tbody>
</table>

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<tr>
<th>Narrative:</th>
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<tbody>
<tr>
<td>To provide free energy conservation, health and safety improvements to aging housing stock owned by LMI residents.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Indicators</th>
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<tbody>
<tr>
<td>List any indicators to be used to measure accomplishments, such as the examples listed below:</td>
</tr>
<tr>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>• Funds leveraged</td>
</tr>
<tr>
<td>• # of persons, households or businesses assisted</td>
</tr>
<tr>
<td>• Income levels of persons or households</td>
</tr>
<tr>
<td>• Race, ethnicity, and disability data for clients</td>
</tr>
<tr>
<td>• Units constructed or acquired</td>
</tr>
<tr>
<td>• Services provided</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Numeric, Measurable Indicators:</th>
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<tbody>
<tr>
<td>Funds leveraged: TBD</td>
</tr>
<tr>
<td>• 14 households will be assisted with the 2018 CDBG Funds.</td>
</tr>
<tr>
<td>• Over 51% will be LMI</td>
</tr>
<tr>
<td>• Over 40% of the residents are likely to be Hispanic.</td>
</tr>
<tr>
<td>• Increase the number of energy efficiency audits on Commerce City homes. Then perform the needed repairs, replacements and installation of energy efficiency materials, appliances and devices on these increased numbers.</td>
</tr>
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<table>
<thead>
<tr>
<th>Application Narrative:</th>
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<tbody>
<tr>
<td>The Arapahoe County Weatherization Division will perform:</td>
</tr>
<tr>
<td>1. Health and safety tests on combustion appliances</td>
</tr>
<tr>
<td>2. Energy efficiency assessments of both the furnace and refrigerator</td>
</tr>
<tr>
<td>3. An assessment of the existing insulation levels in attic, walls and crawlspaces</td>
</tr>
<tr>
<td>4. A blower door test to identify air leakages</td>
</tr>
<tr>
<td>5. Provide each home with energy conservation and health and safety measures for the home to be more energy efficient and safe.</td>
</tr>
<tr>
<td>6. AC WX may return to a home after 10 years if the project involves the furnace or hot water heater. For all other work, they may return to the home after 15 years.</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Why is this Project Needed?</th>
</tr>
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<tbody>
<tr>
<td>According to the 2016-2020 Consolidated Plan, interviews with key community stakeholders, input at public meetings, and survey data collected indicated preserving and providing affordable, safe housing for LMI households was a high priority issue.</td>
</tr>
</tbody>
</table>
CDBG FEDERAL LAWS, REGULATIONS & REQUIREMENTS

The following Federal laws, orders, regulations and other terms and conditions are incorporated into the Agreement in their entirety, except to the extent they do not apply by their terms or by requirements of law. “Subrecipient” means the entity performing services on behalf of the City, regardless of designation, and “Contract” is synonymous with Agreement per its context.

Helpful Website:
https://www.hudexchange.info/search/?searchaction=s2

Contract Provisions

1. BREACH OF CONTRACT TERMS.
2. ACCESS TO RECORDS.
3. MAINTENANCE/RETENTION OF RECORDS.
4. REPORTING REQUIREMENTS.
5. COPYRIGHTS AND PATENTS.
6. CONFLICT OF INTEREST.
7. DEBARMENT.
8. EQUAL EMPLOYMENT OPPORTUNITY.
9. ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDEFR 11246, AS AMENDED.
10. CERTIFICATION OF NON-SEGREGATED FACILITIES.
12. NONDISCRIMINATION IN HOUSING UNDER TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968
16. SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.
17. AGE DISCRIMINATION ACT OF 1975.
18. CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS.
19. ENERGY EFFICIENCY.
20. LABOR LAWS.
21. ANTI-KICKBACK RULES.
22. ASSIGNABILITY.

23. CHANGES.

24. LOBBYING.

25. POLITICAL ACTIVITY.

26. COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET.

27. SBE/MBE/WBE CONTRACTING.

28. BOOKKEEPING, ACCOUNTING AND PROCUREMENT REQUIREMENTS.

29. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.

30. RECORD KEEPING.

The following Federal laws, orders, regulations and other terms and conditions are incorporated into the Agreement in their entirety, except to the extent they do not apply by their terms or by requirements of law. “Subrecipient” means the entity performing services on behalf of the City, regardless of designation, and “Contract” is synonymous with Agreement per its context.

BREACH OF CONTRACT TERMS.

Any violation or breach of terms of this contract on the part of the Subrecipient or the Subrecipient’s Subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

ACCESS TO RECORDS.

The City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers and records of Subrecipient that are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

MAINTENANCE/RETENTION OF RECORDS.

Subrecipient shall maintain all records connected with this contract in a central location for a period of five (5) years following the date of final payment and close-out of all pending matters related to this contract.

REPORTING REQUIREMENTS.

Subrecipient shall complete and submit all reports, in such form and according to such schedule, as may be required by the City and HUD-CDBG requirements.

COPYRIGHTS AND PATENTS.
A. No materials, including, but not limited to, reports, maps, or documents produced as a result of this contract, in whole or in part, shall be the application of a copyright by or on behalf of Subrecipient. The Federal government and the City reserve a royalty free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for government purposes: (a) the copyright to any work developed with CDBG funds and (b) any rights of copyright purchased with CDBG support. The Federal government and the City shall possess all rights to invention or discovery, as well as, rights in data which may arise as a result of Subrecipient’s services. All royalty or license fees applicable to the services provided hereunder shall be paid by Subrecipient.

B. Subrecipient shall hold and save harmless the City and its officers, agents, servants, and employees from and against liability of any nature or kind, including costs and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City, unless otherwise specifically stipulated in the contract.

C. If Subrecipient uses any design, device, or materials covered by letters, patent or copyright, Subrecipient shall provide for such use by suitable agreement with the owner of such patented or copyrighted design, device, or material. Without exception, the contract price shall include all royalties or costs arising from the use of such design, device, or materials, in any way involved in the work. Subrecipient or its sureties shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of such patented or copyrighted design, device, or materials or any trademark or copyright in connection with work agreed to be performed under this contract, and shall indemnify the City for any cost, expense, or damage that the City may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after the completion of the work.

CONFLICT OF INTEREST.

No officer or employee of the City or its designees or agents, no member of the governing body, and no other public official of the City shall have any interest, direct or indirect, in this contract, or the proceeds thereof, for work to be performed. Further, Subrecipient shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflicts of interest. No employee, officer or agent of the City has participated in the selection of, or in the award or administration of, this contract if a conflict of interest, real or apparent, was involved. Persons covered under this section include any person who is:

A. An employee, agent, consultant, officer, or elected or appointed official of the City any designated public agency or any subrecipient agency that is receiving CDBG funds;

B. Any member of his/her immediate family;

C. His or her partner; or
D. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

No persons described in (a) through (d) above who exercise or have exercised any functions or responsibilities with respect to this contract, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, shall have a financial interest in this contract either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter.

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

**DEBARMENT.**

Subrecipient warrants and represents that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or the State of Colorado;

B. Have not within a three-year period preceding this award, have been convicted of or had a civil judgment rendered against them for: commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in 2. of the certification;

D. Have not within a three-year period preceding this award, had one or more contracts (Federal, State, or local) terminated for cause or default;

E. Will not knowingly enter into any subcontract with a person who is, or organization that is, debarred, suspended, proposed for debarment, or declared ineligible from award of contracts by any Federal agency (https://www.sam.gov/portal/public/SAM/); and

F. Will require that the language of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
EQUAL EMPLOYMENT OPPORTUNITY (Executive Order 11246 dated 9/24/65, as amended by Executive Order 11375 dated 10/13/67)
(Contracts/subcontracts over $10,000).

During the performance of this contract, the Subrecipient agrees as follows:

A. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination.

B. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.

C. Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and with the rules, regulations and relevant orders of the Secretary of Labor.

E. Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of Subrecipient’s non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and Subrecipient may be declared ineligible for further government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive
Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

G. Subrecipient will include the provisions of the sentence immediately preceding paragraph A and the provisions of paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 14, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

H. Subrecipient will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency’s primary responsibility for securing compliance.

I. Subrecipient will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subrecipient debarred from, or who has not demonstrated eligibility for, government contracts and Federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate proceedings.
ACTIVITIES AND CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246, AS AMENDED (Contracts $10,000 or below).

During the performance of this contract, Subrecipient agrees as follows:

A. Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Subrecipient shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination. Subrecipient shall state, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

C. Subrecipient shall incorporate the foregoing requirements into all subcontracts.

CERTIFICATION OF NONSEGREGATED FACILITIES (Contracts over $10,000).

A. Subrecipient certifies that it does not maintain or provide for Subrecipient’s establishments, and that Subrecipient does not permit employees to perform their services at any location, under Subrecipient’s control, where segregated facilities are maintained. Subrecipient certifies further that Subrecipient will not maintain or provide for employees any segregated facilities at any of Subrecipient’s establishments, and Subrecipient will not permit employees to perform their services at any location under Subrecipient’s control where segregated facilities are maintained. Subrecipient agrees that a breach of this certification is a violation of the equal opportunity clause of this contract.

B. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

C. Subrecipient further agrees that (except where Subrecipient has obtained for specific time periods) Subrecipient will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the equal opportunity clause; that Subrecipient will retain such certifications in Subrecipient’s files; and that Subrecipient will forward the following notice to such proposed Subcontractors.
(except where proposed Subcontractors have submitted identical certifications for specific time periods).

**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964.**

Subrecipient shall comply with the provisions of Title VI of the Civil Rights Act of 1964. No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**NONDISCRIMINATION IN HOUSING UNDER TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968.**

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

**SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.**

Subrecipient shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 - COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES (Contracts over $100,000).**

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

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

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

D. The Subrecipient agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient will not subcontract with any Subcontractor where the Subrecipient has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

F. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

SECTION 503 OF THE REHABILITATION ACT OF 1973 (29 USC 793) (Contracts over $10,000).

A. Subrecipient will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is otherwise qualified.

B. Subrecipient will take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination.
based upon their physical or mental handicap in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Subrecipient will comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

D. In the event of the Subrecipient’s noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

E. Subrecipient will post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Subrecipient’s obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

F. Subrecipient will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Subrecipient is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

G. Subrecipient will include the provisions of this clause in every subcontract or purchase order of $10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. Subrecipient will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.
Subrecipient agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives the benefits from the Federal financial assistance.

AGE DISCRIMINATION ACT OF 1975.
Subrecipient shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

CERTIFICATION OF COMPLIANCE WITH CLEAN AIR AND WATER ACTS (Contracts over $100,000).
Subrecipient and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15 and 32, as amended, Section 508 of the Clean Water Act (33 USC 1368) and Executive Order 11738. In addition to the foregoing requirements, all nonexempt Subrecipients and Subcontractors shall furnish to the owner, the following:

A. A stipulation by Subrecipient or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR 32 or on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15, as amended.

B. Agreement by Subrecipient to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Subrecipient that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Subrecipient will take such action as the government may direct as a means of enforcing such provisions.

ENERGY EFFICIENCY.

Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the Colorado state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

LABOR LAWS.

The Subrecipient and all Subcontractors agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.
ANTI-KICKBACK RULES.
Salaries of personnel performing work under this Contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; Title 18 U.S.C. 874; and Title 40 U.S.C. 276c). Subrecipient shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by the Subcontractors with such regulations, and shall be responsible for the submission of affidavits required of Subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

ASSIGNABILITY.
Subrecipients shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City, provided that claims for money due or to become due to Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

CHANGES.
The City may, from time to time, request changes in the scope of the services of Subrecipient to be performed under this contract. Such changes, including any increase or decrease in the amount of the Subrecipient’s compensation which are mutually agreed upon by and between the City and the Subrecipient, shall be incorporated in written and executed amendments to this Contract.

LOBBYING (Contracts over $100,000).
Subrecipient certifies, to the best of its knowledge and belief that:

A. No Federally appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

POLITICAL ACTIVITY.
Subrecipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits the political activity of employees.

COMPLIANCE WITH THE OFFICE OF MANAGEMENT AND BUDGET.
The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, and A-54, as they relate to the use of Federal funds under this contract.

SBE/MBE/WBE CONTRACTING.
Subrecipient shall take all necessary affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible in the performance of this contract. Affirmative steps shall include any of those identified in 24 CFR 570.506-7; 2 CFR 200.321 and 509.

BOOKKEEPING, ACCOUNTING AND PROCUREMENT REQUIREMENTS.
All Subcontractor procurement and all costs under the Agreement are governed by the Office of Management and Budget (OMB) Super Circular and 2 CFR 200, as applicable. All costs incurred by the Subrecipient using monies under this Agreement must be reasonable and related clearly to the specific purposes and end product of the Agreement. To be eligible for reimbursement, expenditures Must: (A) Be fully documented; (B) Be necessary and reasonable for proper and efficient performance of the contractual requirements and in accordance with the approved budget; (C) Be no more liberal than policies, procedures and practices applied uniformly to activities of the City, both Federally assisted and non-Federally assisted; (D) Not be allocable to, or included as a cost of any other Federally financed program; (E) Be net of all applicable credits, such as purchase discounts, rebates or allowances, sales of publications or Materials, or other income or refunds.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED.
Each and every provision of law and clause required by law to be inserted in this contract (whether set forth in law, regulation, rule, or executive order) shall be deemed to be inserted in this contract and the contract shall be read and enforced as though it were included in this contract, and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon request of either party the contract shall be amended to make such insertion or correction.
RECORD KEEPING

The Subrecipient shall follow the Agreement stipulations for record keeping. In addition to these requirements, please see the CDBG Guide to National Objective and Eligible Activities for Entitlement Communities for a list of the records to be maintained for each project. This document can be found online at:


For projects that must fulfill the national objective of low-to-moderate income activities, HUD national objective (24CFR 570.208), the Subrecipient must collect data on recipients of the grant funds showing they are low-to-moderate income households. The income limitations are set by HUD annually and the City will be responsible for updating the income eligibility criteria and providing it to the Subrecipient.
## Responsibility Allocation Table

### City and ACW

<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Responsible Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Commerce City</td>
</tr>
<tr>
<td>1</td>
<td>Prepare Tier 1 Environmental Review for the ACW Project.</td>
<td>X</td>
</tr>
<tr>
<td>2</td>
<td>Create and update (as necessary) program guidelines, applications, and supporting documentation.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Identify potential qualified homeowners.</td>
<td>X X</td>
</tr>
<tr>
<td>4</td>
<td>Conduct public outreach to inform City residents and service providers about the availability of ACW funding.</td>
<td>X X</td>
</tr>
<tr>
<td>5</td>
<td>Accommodate the needs of non-English speaking applicants, applicants with disabilities, and ensuring equal access to services and written materials.</td>
<td>X X</td>
</tr>
<tr>
<td>6</td>
<td>Conduct public outreach to inform City residents about the availability of other non-ACW home repair programs.</td>
<td>X X</td>
</tr>
<tr>
<td>7</td>
<td>Maintain all necessary individual ACW project files as required by the CDBG program.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Receive ACW applications from the public and through the City's HRP application process.</td>
<td>X X</td>
</tr>
<tr>
<td>9</td>
<td>Receive complete applications from the City, double-check them for completeness and determine their ACW eligibility;</td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Responsible Entity</td>
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<tr>
<td></td>
<td>and/or use the verified and approved applications by the City’s MHRP program through BRI.</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Submit timely recommendations to the City regarding the viability of each submitted ACW application, after its eligibility review.</td>
<td>X</td>
</tr>
<tr>
<td>11</td>
<td>Send approval or denial notifications to each of the ACW applicants.</td>
<td>X</td>
</tr>
</tbody>
</table>
| 12 | Coordinates with other rehabilitation, remediation and/or installation service providers receiving other City CDBG home repair funds from the City including:  
• Commerce City Minor Home Repair Program run by Brothers Redevelopment, Inc.  
• Brothers Redevelopment Inc.’s Paint – a – Thon Program | X                   |
| 13 | Cooperates with other possible rehabilitation, remediation and/or installation service providers including:  
• Medicaid  
• Tri-county Health  
• GRID Alternatives  
• Rebuilding Together Metro Denver  
• Volunteers of America  
• United Way | X                   |
<p>| 14 | Complies with Section 3, MBE &amp; WBE hiring regulations as applicable.                                                                                                                                        | X   X               |
| 15 | Arranges for the home energy tests, assessments, and improvement measures; coordinating with other organizations involved with each ACW Project.                                                             | X                   |
| 16 | Determine whether energy efficiency improvements are within the project’s parameters.                                                                                                                     | X                   |
| 17 | Recommends to the City if the site-specific project should proceed.                                                                                                                                         | X                   |
| 18 | Intentionally left blank.                                                                                                                                                                                   |                     |</p>
<table>
<thead>
<tr>
<th>#</th>
<th>Description</th>
<th>Responsible Entity</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Submit proposed work write-ups to the City including materials to be used, standards to be met, cost estimates, and time estimates. Each work write-up must have a signed Homeowner Approval Form.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>20</td>
<td>Provide before and after pictures of each project in each home – with identifying features.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>21</td>
<td>Provide the City with on site Tier 2 environmental review documentation (photos, site observations/inspections, and/or video) for each approved ACW Project.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>22</td>
<td>Prepare Tier 2 environmental review for each approved Project.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>23</td>
<td>Provide a Notice to Proceed, or Notice of Decision Not to Proceed, to ACW for each Project.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>24</td>
<td>Ensure a Notice to Proceed is obtained from the City prior to obligating any Project funding, this includes all Subcontractor contracts, material purchases, equipment rental, etc.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>25</td>
<td>Assigns/Hires, with documented CDBG compliance, the Subcontractors who will perform each of the ACW project.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>26</td>
<td>Ensure and document, prior to hiring, all Subcontractors have an active registration in the System of Award Management (SAM), and are not currently debarred from receiving Federal funds. Make this dated documentation available to the City.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>27</td>
<td>Ensure and document all hired Subcontractors have the applicable licenses to work in the City. Make this documentation available to the City for review.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>28</td>
<td>Coordinate each approved project with the City’s HRP programs, homeowners, Subcontractors, utility providers, and other relevant services providers.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>29</td>
<td>With each approved project, ensure and document all required permits, reports, licensing, tax payments, insurance, and property owner permissions are obtained.</td>
<td>Sub-recipient</td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Responsible Entity</td>
</tr>
<tr>
<td>----</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>30</td>
<td>Ensure and document all Subcontractors have the applicable licenses and insurance to work in the City. Make this documentation available to the City for review.</td>
<td>X</td>
</tr>
<tr>
<td>31</td>
<td>Obtain all necessary materials and equipment for use in each ACW project.</td>
<td>X</td>
</tr>
<tr>
<td>32</td>
<td>For all homes constructed prior to 1978, ensure compliance with 40 CFR Part 745, Subpart E-Residential Property Renovation for projects disturbing lead-based paint.</td>
<td>X</td>
</tr>
<tr>
<td>33</td>
<td>Intentionally left blank</td>
<td></td>
</tr>
<tr>
<td>34</td>
<td>Conduct (or contract for), supervise, and complete all approved ACW projects in accordance with applicable regulations, City approved work write-ups, and approved funding.</td>
<td>X</td>
</tr>
<tr>
<td>35</td>
<td>Supervise and/or perform the clean-up work performed on each ACW project site, including the work performed by any Subcontractors. The clean-up work must encompass the interior and exterior property of the home, and any impacted neighboring properties, alleys, streets, curbs and gutters.</td>
<td>X</td>
</tr>
<tr>
<td>36</td>
<td>Obtain a Signed Homeowner Approval Form (page 2).</td>
<td>X</td>
</tr>
<tr>
<td>37</td>
<td>Submit to the City all invoices for reimbursement of each ACW project including any Subcontractors, materials, hours and other associated fees. All reimbursement requests must comply with CDBG accounting and records regulations.</td>
<td>X</td>
</tr>
<tr>
<td>38</td>
<td>Use and submit the approved City reporting and reimbursement process and forms.</td>
<td>X</td>
</tr>
<tr>
<td>39</td>
<td>Intentionally left blank.</td>
<td></td>
</tr>
<tr>
<td>40</td>
<td>Reviews and approves, as appropriate, the submitted reimbursement requests by ACW.</td>
<td>X</td>
</tr>
<tr>
<td>#</td>
<td>Description</td>
<td>Responsible Entity</td>
</tr>
<tr>
<td>----</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>41</td>
<td>Receive, track, and respond to all applicant complaints/concerns in a timely, courteous, and professional manner, consulting with the City’s CDBG Office as needed.</td>
<td>X</td>
</tr>
<tr>
<td>42</td>
<td>Arranges for and attends the City’s inspection of completed work to satisfy the building permit(s), as needed.</td>
<td>X</td>
</tr>
<tr>
<td>43</td>
<td>Upon each ACW project completion, meet with homeowner(s) to sign an ACW Homeowner Approval Form and submit it to the City for payment of the final invoices.</td>
<td>X</td>
</tr>
<tr>
<td>44</td>
<td>Provide all of the required data, documentation, forms, pictures, invoices, and administration records for the Subrecipient and Subcontractors to the City, as stated in the Agreement.</td>
<td>X</td>
</tr>
<tr>
<td>45</td>
<td>Participate in scheduled on-site monitoring visits, conducted by the City, to review ACW project and program performance, financial performance, and regulatory compliance. The City will require a minimum of one on-site monitoring visits during the first 12-months of each ACW program year.</td>
<td>X</td>
</tr>
<tr>
<td>46</td>
<td>Remain current on all related CDBG regulations and requirements.</td>
<td>X</td>
</tr>
<tr>
<td>47</td>
<td>Provide project close-out report to HUD.</td>
<td>X</td>
</tr>
<tr>
<td>48</td>
<td>Provide ongoing and periodic review of the ACW projects to ensure its continued compliance with the City’s goals and CDBG program regulations.</td>
<td>X</td>
</tr>
<tr>
<td>49</td>
<td>Provide regular updates to the City on each project’s progress and difficulties encountered; and meet with the City’s CDBG Coordinator and other organizations as needed.</td>
<td>X</td>
</tr>
<tr>
<td>50</td>
<td>House and store all of the completed ACW Project and Program files.</td>
<td>X</td>
</tr>
<tr>
<td>51</td>
<td>Prepare and execute the Consolidated Annual Performance Evaluation Report (CAPER) to inform City residents, City Council &amp; HUD of the progress of the ACW.</td>
<td>X</td>
</tr>
</tbody>
</table>
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

CDBG Reporting Schedule
Contractors, Subrecipients and Interdepartmental Agreements

<table>
<thead>
<tr>
<th>Program Year Quarter</th>
<th>Reporting Period</th>
<th>Reports Due By</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Quarter</td>
<td>10/01 - 12/31</td>
<td>January 15th</td>
</tr>
<tr>
<td>2nd Quarter</td>
<td>1/01 - 3/31</td>
<td>April 15th</td>
</tr>
<tr>
<td>3rd Quarter</td>
<td>4/01 - 7/31</td>
<td>August 15th</td>
</tr>
<tr>
<td>4th Quarter</td>
<td>7/01 - 9/30</td>
<td>October 15th</td>
</tr>
</tbody>
</table>

As Needed:
- Program Income Report, if applicable
- Reimbursement Request, as needed

Due Quarterly:
- Reimbursement Request/Financial Status Report
- Quarterly Report
- Program Income Report, if applicable

Due Annually:
- Annual Narrative, due for multi-year projects and project granted time extensions

Project Close-out Report/Completion Report/Final Reimbursement Request, due once all grant funds have been expended or grant
Quarterly Progress Report Form
AC WX’S Energy Efficiency Project (ACW)

2018 AAP Program Year
Amount Funded - $70,000

Today’s Date: _______________________
Form Completed by: _______________________________________________________
Progress Report’s Date Range: From_________________   To: ___________________

During this Reporting Period:
Amount of CDBG Funds obligated:  $________________
Number of residents receiving CDBG Assistance:  ___________
Number of people under 18 that received assistance?  ___________

To Date:
Amount of CDBG Funds obligated:  $________________
Number of residents receiving CDBG Assistance:  ___________
Number of people under 18 that received assistance?  ___________

During this Progress Report’s date range, please fill in the data below:
Number of female head of household?  _______ of ________
Number of people assisted with a disability?  _______ of ________
Number of people assisted that are 62 or older?  _______ of ________

During this Progress Report’s date range, please fill in the data below:
Number of Hispanic or Latinos assisted?  _______
Number of Non-Hispanic or Latinos assisted?  _______

During this Progress Report’s date range, please fill in the data below:
Number of Whites assisted?  _______
Number of Black/African Americans assisted?  _______
Asians assisted?  _______
Asian & Whites assisted? ___________________ 
Black/African American & Whites assisted? ___________________
American Indian/Alaskan Natives assisted? ___________________
Native Hawaiian/Other Pacific Islanders assisted? ___________________
American Indian/Alaskan Native & Whites assisted? ___________________
American Indian/Alaskan Native & Black/African Americans assisted? ___________________
Other Multi-racial persons assisted? ___________________

Notes:

Return this form to:
Cheryl Steinberg, CDBG Office 
Community Development Department 
7887 East 60th Avenue 
Commerce City, CO 80022 
303-289-6168 
Email: csteinberg@c3gov.com
# Project Close-out Report

AC WX’s Energy Efficiency Project  
2018 AAP Program Year

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name:</td>
</tr>
<tr>
<td>Total Grant Funds Received:</td>
</tr>
<tr>
<td>Contact Person:</td>
</tr>
<tr>
<td>E-mail:</td>
</tr>
</tbody>
</table>

You may attach documents if additional space is needed.

1. Project description:

2. Accomplishments

   A. Describe in detail **actual, unduplicated** accomplishments:

   B. How do these compare to the proposed accomplishments?
C. Describe the outcome of this project (who benefited and how):

D. Were 2017 Annual Action Plan goals met (see Scope of Services) If not please explain. What were the impacts to the community?

E. Are there any remaining actions? If yes, please explain what remains to be done and supply the anticipated date of completion.

3. National Objective:
   Check which National objective was served:
   - Benefit to low and/or moderate-income persons
   - Prevention or elimination of slum/blight, or
   - Urgent need

4. Were the project timelines met? If not please explain:
   Planned Start: ____________    Planned Completion: ____________
   Actual Start Date: ____________    Completion Date: ____________

5. Race/Ethnicity:
   Summary of benefits to minority persons (indicate the number of beneficiaries in each group).
### Summary of Persons Benefiting:

**Number of persons benefiting:**
- Hispanic _________
- Non-Hispanic _________

### Summary of Persons Benefiting:

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of persons benefiting:</td>
<td>______</td>
<td>100%</td>
</tr>
<tr>
<td>White:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Black/African American:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Asian:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>American Indian/Alaskan Native:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Native Hawaiian/ Other Pacific Islander:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Black/African American &amp; White:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Asian &amp; White:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; White:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Native Hawaiian/Pacific Islander &amp; White:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>American Indian/Alaskan Native &amp; Black:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Other Multi-Racial:</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

### 6. Other Required Data

**Summary of Persons Benefiting:**

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>% of Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total number of persons benefiting:</td>
<td>______</td>
<td>100%</td>
</tr>
<tr>
<td>At Risk of Homeless:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Female-Headed Households:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Children Exposed to Domestic Abuse:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Elderly (62+):</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Persons with Physical Disabilities:</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>Large Families (5 or more members):</td>
<td>______</td>
<td>______</td>
</tr>
</tbody>
</table>

**Unit Summary Information**

<table>
<thead>
<tr>
<th></th>
<th>Number</th>
<th>% of Total</th>
</tr>
</thead>
</table>
Units Moved from Substandard to Standard
(HQS or Local Code)  
Section 504 Accessible Units  
Units qualified as Energy Star

7. Lead-based Paint:

Applicable Lead Paint Requirement:
- Housing constructed before 1978:  
- Exempt: housing constructed 1978 or later  
- Exempt: Hard costs <= $5,000  
- Otherwise exempt:  

Lead Hazard Remediation Actions: (For rehabilitation only)
- Lead Safe Work Practices
  (24 CFR 35.930(b)) (Hard costs <= $5,000)  
- Interim Controls or Standard Practices
  (24 CFR 35.930(c)) (Hard costs $5,000 - $25,000)  
- Abatement
  24 CFR 35.930(d)) (Hard costs >$25,000)  
  Total

Number of units brought into compliance with Lead Safety Rules (24 CFR Part 35)  

46
8. Income Summaries
   Fill in each cell’s blank lines with total numbers of individuals assisted.

<table>
<thead>
<tr>
<th># in Your Household</th>
<th>Income Range $</th>
<th>Income Range $</th>
<th>Income Range $</th>
<th>Income Range $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>0 – 19,500</td>
<td>19,501 – 32,500</td>
<td>32,501 – 52,000</td>
<td>52,001+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>2</td>
<td>0 – 22,300</td>
<td>22,301 – 37,150</td>
<td>37,151 – 59,400</td>
<td>59,401+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>3</td>
<td>0 – 25,100</td>
<td>25,101 – 41,800</td>
<td>41,801 – 66,850</td>
<td>66,851+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>4</td>
<td>0 – 27,850</td>
<td>27,851 – 46,400</td>
<td>46,401 – 74,250</td>
<td>74,251+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>5</td>
<td>0 – 30,170</td>
<td>30,171 – 50,150</td>
<td>50,151 – 80,200</td>
<td>80,201+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>6</td>
<td>0 – 34,590</td>
<td>34,591 – 53,850</td>
<td>53,851 – 86,150</td>
<td>86,151+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>7</td>
<td>0 – 39,010</td>
<td>39,011 – 57,550</td>
<td>57,551 – 92,100</td>
<td>92,101+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
<tr>
<td>8</td>
<td>0 – 43,430</td>
<td>43,431 – 61,250</td>
<td>61,251 – 98,050</td>
<td>98,051+ Not Eligible</td>
</tr>
<tr>
<td></td>
<td>____</td>
<td>____</td>
<td>____</td>
<td>____</td>
</tr>
</tbody>
</table>

9. Activity Budget:

   Total CDBG Allocation: $__________
   Other Funds Allocated: $__________

   **ACTIVITY TOTAL**
   $__________

   Total Expenditures Made: $__________
   Remaining Balance**: $__________

   **Remaining Balances revert back to the CDBG Office and are not carried forward except as specified in written agreement.
10. Please provide a description, documentation, and the dollar amount of leveraged funds (including in-kind) expended during the project timeframe.

11. If applicable, please provide a description and the dollar amount of program income received to-date; this does not include grant reimbursements.

12. Please discuss your efforts to encourage fair housing, equal employment, and/or business opportunities for minority and women owned businesses through the expenditure of CDBG dollars.

13. Feel free to attach photographs, press releases, news stories or other information pertaining to this project.
SUBRECIPIENT CERTIFICATIONS:

As the Subrecipient Designee, I certify that:

1. All project activities (including all related construction/rehabilitation activities) have been completed, except for certain required administrative activities;
2. The results/objectives specified in the Agreement have been achieved;
3. All costs to be paid with CDBG funds have been incurred with the exception of any administrative costs related to project close-out (including any audit costs) and any unsettled third party claims;
4. The information contained in this report is accurate to the best of my knowledge;
5. All records related to grant activities are available on request and will be available for five (5) years after project close-out; and,
6. CDBG funds were not used to reduce the level of local financial support for the activities specified in the Agreement.

______________________________
Signature                              Title

______________________________
Please Print Name                    Date
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

On-Site Monitoring Checklist
AC WX’S Energy Efficiency Project (ACW)

Subrecipient
Project Name/Agreement Date
Program Administration Director
ACW Project Manager
In-house review and general oversight conducted on
On-site monitoring visit conducted on
Monitoring letter sent on
Follow-up monitoring visit conducted/letter sent on

A. National Objective and Eligibility

1. Which National Objective does this project meet (CFR 570.208)?
   - Benefit to Low- and Moderate-Income Persons
   - Low/Mod Area Benefit
   - Limited Clientele Benefit
   - Low/Mod Housing Benefit
   - Job Creation or Retention

   Aid in the Prevention or Elimination of Slums or Blight
   - On an Area Basis
   - On a Spot Basis

   An Urgent Need
   - Needs having a Particular Urgency
2. Which eligibility category does the project meet? (570.201-6)?

B. Conformance to the Agreement

- **Contract Scope of Services** – Is the full scope of services listed in the Agreement being undertaken? List any deviation.

- **Levels of Accomplishments** –

  Compare actual accomplishments at the point of monitoring with planned accomplishments. Is the project achieving the expected levels of performance (number of persons served, number of units rehabbed, etc.) and reaching the intended client group? Explain any problem the subrecipient may be experiencing. **Acknowledge major accomplishments.**

- **Time of Performance**

  Is the work being performed in a timely manner (i.e., meeting the schedule as shown in the Agreement)? Explain.

- **Budget**

  Compare actual expenditures versus planned expenditures. Note any discrepancies or possible deviations.

- **Requests for Payment**

  Are requests for payment being submitted in a timely manner and are they consistent with the level of work accomplished? Is program income properly accounted for and recorded? Explain.

- **Progress Reports**

  Have progress reports been submitted with payment requests (where required) on time and were they complete and accurate?

- **Special Conditions**

  Does the project conform to any special terms and conditions included in the Agreement? Explain.
C. Record-Keeping Systems (CFR 570.506)

Records should demonstrate that each activity undertaken meets the criteria for National Objectives compliance. Such records should be found in both the City’s project file and the subrecipient file.

- **Filing System**
  
  Are the Subrecipient’s files orderly, comprehensive, secured for confidentiality where necessary, and up-to-date? Note any areas of deficiency.

- **Documentation (activities, costs and beneficiaries)**
  
  Do the HCD project file and subrecipient records have the necessary documentation supporting the National Objective being met, eligibility, and program costs as they relate to 570.506?

- **CAPER**
  
  Do the project files support the data the subrecipient has provided for the CAPER?

- **Record Retention**
  
  Is there a process for determining which records need to be retained and for how long?

- **Site Visit (where applicable)**
  
  Is the information revealed by a site visit consistent with the records maintained by the subrecipient and with data previously provided to the City? Explain any discrepancies.

- **Project Management**
  
  Is the project manager located on-site and running the day-to-day operations? Do the staff seem fully informed about program requirements and project expectations? Explain.

- **Accomplishments**
  
  Is the project accomplishing what it was designed to do? Explain any problems.
### D. Case File Reviews

<table>
<thead>
<tr>
<th>Unit Information</th>
<th>Unit 1</th>
<th>Unit 2</th>
<th>Unit 3</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Unit?</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Family</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Modular/Manufactures/Mobile Home</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Condo/Townhome</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were other home service organizations utilized this project?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>How was the ownership of the unit verified?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Did the homeowner receive a lead-based paint informational brochure?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>What were the total CDBG funds spent on the unit?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were any other funds spent on the project?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How many people live in the unit?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What was the total household income?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How was the total household income verified?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>How did they hear about the ACW program?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>What were the needs of the unit?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Health Safety</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Access</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Energy Eff.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the work write-up approved by the homeowner(s)?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Was the homeowner notified of the rehabilitation schedule?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Were the appropriate permits pulled?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Did ACW take before &amp; after photos?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Was a lead inspection report necessary?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>If so was lead detected?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Explain the resulting actions:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Were there other tests for hazardous materials?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>If Yes, explain...</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was any relocation necessary?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>If Yes, were the proper benefits provided?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Was the work completed according to the work write-up?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Did the Project Performance Report get submitted?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Did the Reimbursement Form get submitted?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Did the owner sign-off on the completion of the project?</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
</tr>
</tbody>
</table>
E. Financial Management Systems [2 CFR 200 Subpart D]

- **Systems for Internal Control** – Are systems in compliance with accounting policies and procedures for cash, real and personal property, equipment and other assets?

- **Components of a Financial Management System** – Review the chart of accounts, journals, ledgers, reconciliation, data processing, and reporting system. Note any discrepancies.

- **Accounting** – Compare the latest performance report, drawdown requests, bank records, payroll records, receipts/disbursements, etc. Note any discrepancies.

- **Eligible, Allocable, and Reasonable Costs** – See OMB Circulars A-87, A-122. Pay particular attention to the time distribution records where the subrecipient has employees who work on both CDBG and non-CDBG funded activities. Note any discrepancies.

  
  Has all cash been promptly drawn down and deposited? Are all drawdowns of Federal funds properly recorded? Note any discrepancies.

- **Management of Program Income** – If the subrecipient generates program income, refer to 570.504 and the Agreement about its use. Note any discrepancies.

- **IPA Audit Reports/Follow-up** – (2 CFR 200 Subpart F)
  
  Determine if the subrecipient has expended $500,000 or more in Federal funds for the subject program year.

  IPA Audit Required  Yes______No_______ Date Conducted

  Any findings related to CDBG activity? Status? Explain.

- **Maintenance of Source Documentation** – (2 CFR 200 Subpart F)
  
  Note any discrepancies in sample records, invoices, vouchers and time records traced through the system.

- **Budget Control** – Do actual expenditures match the line item budget? Refer to 2 CFR 200.302. Note any discrepancies.
F. Insurance

- Has the subrecipient submitted a current copy of its Certificate of Insurance?
- Is the City named as an additional insured?

G. Procurement

- Procurement Procedures – Did the procedures the Subrecipient used for subrecipient procurement of goods and services meet CDBG requirements? Review a sample number of procurements.
- Conflict of Interest – How does the subrecipient assure there was no conflict of interest, real or apparent? Review the process and comment.

H. Non-Discrimination and Actions to Further Fair Housing

- Section 3 – Opportunities for Training and Employment for Local Residents – Refer to 570.506(g)(5) and 570.607(a) (affirmative action). Note any deficiencies.
- Fair Housing Compliance – Refer to 570.904 and 570.601(b). Note any deficiencies.
- Requirements for Disabled Persons – Refer to 24 CFR 570.904. Note any concerns.
- Women and Minority Business Enterprises – Refer to 570.506(g), 5.36(e), and 2 CFR 200.321, affirmative steps documentation. Note any concerns.
I. Conclusion and Follow-up

- Is ACW meeting the terms of the Agreement and HUD regulations? Discuss both positive conclusions and any weaknesses identified.

- Identify any follow-up measures to be taken by the City and/or the subrecipient as a result of this monitoring review.
  
  o List the required schedule for implementing corrective actions or making improvements.
  
  o List the schedule for any needed technical assistance or training and identify when and who will provide the training.

Commerce City Project Monitor  Date
Sample
City of Commerce City, Colorado
Community Development Block Grant
Reimbursement Request & Progress Report

Activity Reimbursement Request Number: 1

Subgrantee: Arapahoe County Weatherization Division
Activity Name: Energy Efficiency Project
Contact Person: Regina Bosma
Date of Request: ___________________________  P/Y: 2018

For Commerce City’s CDBG Office Use Only:
HUD Matrix Code __________

Summary of items included in this Reimbursement Request:

<table>
<thead>
<tr>
<th>Date of Expenditure</th>
<th>Description</th>
<th>Amount</th>
<th>Invoice # / Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total Activity Expenditures: $ -

Please attach all invoices and all evidence of payment. In certain cases you may be asked to provide additional source documentation.
<table>
<thead>
<tr>
<th>Budget Description</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line 1: Original Activity Budget</td>
<td>$ 70,000.00</td>
</tr>
<tr>
<td>Line 2: Net Budget Amendments</td>
<td>$ -</td>
</tr>
<tr>
<td>Line 3: Amended Budget (Line 1 + 2)</td>
<td>$ 70,000.00</td>
</tr>
<tr>
<td>Line 4: Previous Expenditures to date</td>
<td></td>
</tr>
<tr>
<td>Line 5: Amount Available for Draw Down (Line 3 - 4)</td>
<td>$ 70,000.00</td>
</tr>
<tr>
<td>Line 6: Amount of Draw Down Request</td>
<td>$ -</td>
</tr>
<tr>
<td>Line 7: Total Expenditures to date after Draw Down (Line 4 + 6)</td>
<td>$ -</td>
</tr>
<tr>
<td>Line 8: Activity Balance (Line 3 - Line 7)</td>
<td>$ 70,000.00</td>
</tr>
</tbody>
</table>

**Description of Project Status and Accomplishments:**

*Note: This cell will expand as you type in your information.*

By signing and submitting this Reimbursement Request, I certify the above information is correct and the amount requested is not in excess of current expenses. Furthermore, the amount requested is in compliance with allowable expenses as stated in 2 CFR Part 200 Subparts B and E, as applicable.

X

<table>
<thead>
<tr>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
</table>

**For Commerce City CDBG Staff Use Only:**

- These expenses are approved in project's line item budget
- Sub's and City’s balances match
- **ALL** source documentation is attached
- Calculations are accurate
- Reports are current
- Expenditures are in compliance with 2 CFR 200

Approved for payment: __________________________ Date: ____________
Commerce City LMI Guidelines
2019

In 2019, the Denver Area’s Medium Family Income was $92,800 for a family of four. The Community Development Block Grant (CDBG) program focuses on assisting low- and moderate-income (LMI) persons and households.

The following table provides the current income limits for Commerce City households to be served by the CDBG program.

<table>
<thead>
<tr>
<th>April 2019</th>
<th>Persons in Household</th>
</tr>
</thead>
<tbody>
<tr>
<td>LMI</td>
<td>1</td>
</tr>
<tr>
<td>Moderate</td>
<td>52,000</td>
</tr>
<tr>
<td>Low</td>
<td>32,500</td>
</tr>
<tr>
<td>Very Low</td>
<td>19,500</td>
</tr>
</tbody>
</table>

2019 Denver-Aurora-Lakewood, CO Denver Metro Service Area
HUD Exchange – April 24, 2019
## COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

### Home Repair Projects

**Site Specific Environmental Review Checklist (Tier 2)**

*Last Revised May 2, 2019*

<table>
<thead>
<tr>
<th>Date of Tier 2 Site Specific Review</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner’s Name(s)</td>
<td></td>
</tr>
<tr>
<td>Project Address</td>
<td>Commerce City, CO</td>
</tr>
<tr>
<td>HUD CDBG Grant Number (Check one)</td>
<td>B-17-MC-08-0016 (2017 AAP)</td>
</tr>
<tr>
<td></td>
<td>B-18-MC-08-0016 (2018 AAP)</td>
</tr>
<tr>
<td>Grantee Name</td>
<td>City of Commerce City, CO</td>
</tr>
<tr>
<td>Program</td>
<td>C3 Minor Home Repair Program, Paint-a-Thon - BRI, Arapahoe County Weatherization</td>
</tr>
<tr>
<td>General Program Description</td>
<td>Minor Home Repairs, Energy Efficiency Measures, Exterior House Painting and/or Area Clean-up</td>
</tr>
<tr>
<td>Estimated CDBG Funding for Project</td>
<td>$7,500 Labor and Materials</td>
</tr>
<tr>
<td></td>
<td>$769 Admin</td>
</tr>
<tr>
<td></td>
<td>$153 Permit</td>
</tr>
<tr>
<td></td>
<td>$203 User Tax</td>
</tr>
<tr>
<td></td>
<td>$100 Plan Check =</td>
</tr>
<tr>
<td></td>
<td>$8,725 Max Total CDBG</td>
</tr>
<tr>
<td>Year Built Per County Records</td>
<td></td>
</tr>
<tr>
<td>Date of Tier 1 ER: 2/12/19</td>
<td>Home Repair Programs (HRPs)</td>
</tr>
<tr>
<td>Previously Cleared Environmental Classifications at the Tier 1 Level</td>
<td>Airport Hazards, Coastal Barrier Resources, Air Quality, Coastal Zone Management, Endangered Species, Explosive and Flammable Hazards, Farmland Protection, Noise Abatement and Control, Sole Source Aquifers, Wetland Protection, Wild and Scenic Rivers</td>
</tr>
</tbody>
</table>
Detailed Description of Project (Site) Activities

Floodplain Management and Flood Insurance
(E.O. 11988 and 24 CFR Part 55)

Is any part of the property within a 100-year floodplain?

- [ ] Yes
- [ ] No

If “No,” FEMA Map Panel Number: ________________________________
Date of Panel? _______________________

Compliance with this section is complete

If “Yes,” provide proof of flood insurance. Flood Insurance with the National Flood Insurance Program must be obtained. If HUD assistance is provided as a grant, insurance must be maintained for the economic life of the project and in the amount of the total project cost (or up to the maximum allowable coverage, whichever is less). A copy of the flood insurance policy declaration must be kept on file in the ERR. The project may not proceed without proof of flood insurance.

Compliance with this section is complete

ATTACH SUPPORTING MAPS AND DOCUMENTS

Historic Preservation
(36 CFR Part 800)

Per the City’s Programmatic Agreement with SHPO, is the project exempt from SHPO/THPO consultation?

- [ ] Yes
- [ ] No

If “Yes,” indicate all exemptions for each HRP project activity:
(Per 2019 Programmatic Agreement with the SHPO)

General: (pg. 4)
- [ ] Building is less than 50 years old
- [ ] Projects on buildings fifty years or older but that have been determined by the SHPO within the past five years (as of the date listed above) as not eligible for the National Register of Historic Places

City of Commerce City, CO
HRP Site Specific Checklist
Projects not affecting the exterior of a building or site work located in listed or determined National Register-eligible historic districts will follow consultation stipulated in 36 CFR 800.

Site work - Cite all the appropriate exemptions from the Programmatic Agreement (pp. 4-7)

- A.2. ________
- A.2. ________
- A.2. ________
- A.2. ________
- A.2. ________

Exterior Rehabilitation - Cite all the appropriate exemptions from the Programmatic Agreement (pp. 7-9)

- A.3. ________
- A.3. ________
- A.3. ________
- A.3. ________
- A.3. ________
- A.3. ________

Interior Rehabilitation - Cite all the appropriate exemptions from the Programmatic Agreement (pp. 9-10)

- A.4. ________
- A.4. ________
- A.4. ________
- A.4. ________
- A.4. ________
- A.4. ________
- A.4. ________
- A.4. ________
- A.4. ________
Compliance with this section is complete

If the project is not exempt, the City must request consultation with the SHPO. The consultation materials must include the following:

- Architectural Inventory Form (OAHP 1403)
- Attach a site specific review with a locational map and exterior photographs of the building and neighborhood (street elevations)
- Send a letter to SHPO with project summary. Sent: ________________
- Allow 30 days for SHPO to respond. 30 days ends on: ________________
  - Response received on: ________________

Did the preparation of the Architectural Inventory Form result in a Determination of ‘No Historic Properties Effected’?  
- Yes  
- No

Did the SHPO concur with the determination?
- Yes  
- No

Date of concurrence (attach documentation):

Compliance with this section is complete
If “No,” provide a summary of any mitigation required to resolve potentially adverse effects below:

Per HUD Notice CPD 12-006, projects requiring SHPO consultation do not necessarily require Tribal consultation. Refer to HUD’s checklist “When to Consult with Tribes under Section 106.”

Is Tribal consultation required?  
- Yes  
- No

If “Yes,” consult with the City’s CDBG Office.

ATTACH SUPPORTING MAPS AND DOCUMENTS
Contamination and Toxic Substances:

Are all of the project’s activities classified as a Maintenance Activity per **Notice CPD-16-02 Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58.**

- Yes  - No

If “Yes,” the project does not affect the environment and does not require compliance and is exempt from this section of review.

**Compliance with this section is complete**

If “No” prepare a study of the project site using the EPA’s NEPAssist tool located at the following link: [http://nepassisttool.epa.gov/nepassist/entry.aspx](http://nepassisttool.epa.gov/nepassist/entry.aspx)

Is the project within **3,000 feet** of any sites listed in the following EPA databases?

- Hazardous Waste (RCRAInfo)  - Yes  - No
- Superfund Locations (NPL)  - Yes  - No
- Brownfields (ACRES)  - Yes  - No
- Leaking Underground Storage Tank (LUST)  - Yes  - No

(Link to: [https://www.colorado.gov/pacific/ops/PetroleumMaps](https://www.colorado.gov/pacific/ops/PetroleumMaps))

If “Yes,” print the NEPAssist report and review the Enforcement and Compliance History Online (ECHO) reports for each facility.

Are all facilities currently in compliance?  - Yes  - No

If “Yes,” include the NEPAssist map and ECHO report in the project file.

**Compliance with this section is complete**

If “No,” print the applicable ECHO reports and consult with the city’s CDBG Office for additional Environmental Review.

**ATTACH SUPPORTING MAPS AND DOCUMENTS**
Environmental Justice

Were any adverse environmental impacts identified in any other compliance review sections of this HRP project’s environmental review?  □ Yes  □ No

If “No” include the evidence proving the site has no adverse impacts.

Compliance with this section is complete

If “Yes”, describe what adverse environmental impact will take place:

If “Yes”, are these adverse environmental impacts disproportionately high to low income & minority persons?  □ Yes  □ No

If “No” include evidence the project is not in an environmental justice community of concern (demographics, income, etc.) and/or evidence that the project does not disproportionately affect a low-income or minority population.

Compliance with this section is complete

If “Yes,” indicate which community will be disproportionately impacted:

□ Low Income (60% AMI)
□ Racial Minority ____________________________

If “Yes”, can the adverse impacts be mitigated?  □ Yes  □ No

If “Yes”, the adverse impacts should be mitigated. Contact the City’s CDBG Office for mitigation requirements and meaningful involvement of homeowners and other appropriate interested parties in the community.

If “No”, the project cannot proceed.
For the City:

If “Yes”, explain how and when the adverse impacts will be mitigated to comply with the environmental requirements.

<table>
<thead>
<tr>
<th>Preparer’s Name/Title:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparer’s Signature:</td>
<td></td>
</tr>
<tr>
<td>Preparer’s Phone Number:</td>
<td></td>
</tr>
<tr>
<td>Date Completed:</td>
<td></td>
</tr>
</tbody>
</table>

Enter into ER Log for SHPO

Summary of Follow-up Mitigation Required:

<table>
<thead>
<tr>
<th>Date Mitigation Completed:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Reviewer’s Name/Title:</td>
<td>City of Commerce City, CO Cheryl Steinberg, CDBG Coordinator</td>
</tr>
<tr>
<td>Date Reviewed:</td>
<td></td>
</tr>
<tr>
<td>Reviewer’s Signature:</td>
<td></td>
</tr>
</tbody>
</table>
Supporting Documentation
List all attached supporting documentation below

1. NEPAssist Report dated:

2. FIRMette dated: or FEMA Map Panel #:

3. ECHO Detailed Facility Report dated:

4. ECHO Detailed Facility Report dated:

5. Leaking Underground Storage Tank - Petroleum Event Map/Open Event Report

6. Property Data from City/County

7.

8.

9.