

## Weld County CDBG Program Guidelines 2025

### Introduction

The Community Development Block Grant (CDBG) Program is authorized under Title I of the Housing and Community Development Act of 1974, as amended. The CDBG program was enacted in 1974 under the Housing and Community Development Act. The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, is the development of viable urban communities. These viable communities are achieved by providing the following principally for persons of low- and moderate-income:

- Decent housing;
- A suitable living environment; and
- Expanded economic opportunities.

**Federal law requires that at least 70% of these Community Development Block Grant funds be used to primarily benefit low and moderate-income persons;** funds may also be used to help prevent or eliminate slums or blight or for projects that meet urgent needs.

The Weld County Board of County Commissioners have set the priorities for the Weld CDBG Program to be:

- Public Improvements including adequate public infrastructure,
- Housing Preservation, and
- Access to Public Services

To achieve these goals, participating jurisdictions are encouraged to discuss their potential proposed projects with Weld CDBG staff. Projects that show a benefit to at least 70% low- and moderate-income persons and are able to leverage the Weld CDBG funds with other funds will be competitive.

We anticipate receiving funds mid-September 2025. The approved grantees must sign a subrecipient agreement before proceeding with the project. Funding is dependent upon receiving money from HUD and the Commissioner's decision to allocate funding.

Applications are due by end of day **December 31, 2024**. All applicants should be notified of award status by June 30, 2025, pending congressional process and disbursement, awarded funds should be made available late September 2025.

The 2025 program year will run from April 1, 2025, to March 31, 2026. Proposed projects should be designed to be completed and the funding expended within 18 months of receiving the grant.

It is strongly recommended to hold public hearing prior to application submittal and, if awarded a grant, after project close out. Public participation provides local residents (or clientele in the case of non-profits) an opportunity to express needs and concerns regarding the proposed Weld County CDBG-funded project. After project close-out, the subrecipient can gain valuable feedback on the efficacy of the project.

Eligible applicants are participating jurisdictions (municipalities that have signed Cooperative Intergovernmental Agreements (IGAs) with the county) and the county. Eligible applicants may apply on behalf of nonprofits serving low- and moderate-income persons.

The CDBG statute and regulations set forth eligible activities and the national objectives that each activity must meet. As recipients of CDBG funds, grantees are charged with ensuring that these requirements are met. The Subrecipient should download “Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems” available at:

<https://files.hudexchange.info/resources/documents/Playing-By-the-Rules-a-Handbook-for-CDBG-Subrecipients-On-Administrative-Systems.pdf>

CDBG funds may be used for activities which include, but are not limited to:

- Acquisition of real property;
- Relocation and demolition;
- Rehabilitation of residential and non-residential structures;
- Construction of public facilities and improvements, such as water and sewer facilities, streets, neighborhood centers, and the conversion of school buildings for eligible purposes;
- Public services, within certain limits;
- Activities relating to energy conservation and renewable energy resources and;
- Providing assistance to profit-motivated businesses to carry out economic development and job creation/retention activities.

Generally, the following types of activities are ineligible:

- Acquisition, construction, or reconstruction of buildings for the general conduct of government;
- Political activities;
- Certain income payments and
- Construction of new housing by units of general local government.

**Information on Low- and Moderate-Income**

As mentioned in previous sections, at least 70% of the grant funds must benefit low- and moderate-income persons. Families with reported income no greater than 80% of the County’s Median Family Income (MFI) are considered low-to-moderate income (LMI). See tables below.

**2024 Income Limits - Area Median Income for Weld County (provided by HUD)**

**80% Annual Median Income**

Household	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8 -person
Income Maximum	\$64,150	\$73,300	\$82,450	\$91,600	\$98,950	\$106,300	\$113,600	\$120,950

**50% Annual Median Income**

Household	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
Income Maximum	\$40,100	\$45,800	\$51,550	\$57,250	\$61,850	\$66,450	\$71,000	\$75,600

**30% Annual Median Income**

Household	1-person	2-person	3-person	4-person	5-person	6-person	7-person	8-person
Income maximum	\$24,050	\$27,500	\$30,950	\$34,350	\$37,100	\$39,850	\$42,600	\$45,350

When meeting the HUD National Objective of serving low to moderate-income (LMI) persons, it is necessary to consider the persons served by a proposed activity. The proposed activity may benefit all LMI persons in a certain area or be designed to benefit for exclusive use by a segment of the population presumed to be LMI.

### **LMI Area**

The following records will demonstrate compliance under this national objective benefit category.

- Boundaries of service area;
- Percentage of LMI persons that reside in the service area; and
- The data used for determining percentage of LMI persons.

### **LMI Limited Clientele**

Under this benefit category, one of the following five types of records must be kept:

1. Documentation showing that the activity is designed for exclusive use by a segment of the population presumed by HUD to be LMI persons; or
2. Documentation describing how the nature and the location of the activity establishes that it will be used predominantly by LMI persons; or
3. Data showing the family size and annual income of each person receiving the benefit; or
4. Data showing that barriers to mobility or accessibility have been removed and how the barrier removal was restricted to the extent feasible to one of the particular cases authorized under this category; or
5. Documentation showing that the activity qualifies under the special conditions regarding job services where less than 51 percent of the persons benefiting are LMI persons.

All projects must comply with federal regulations applicable to individual projects. Subrecipients share joint responsibility for carrying out permitted activities in conformance with applicable Federal requirements. These regulations include but are not limited to: Davis-Bacon labor standards, Uniform Relocation Act, Copeland Act (Anti-kickback), Fair Housing and Equal Opportunity regulations, federal procurement standards, federal fiscal/audit standards and conflict of interest standards.

All HUD- assisted projects are required to undergo an environmental review, performed by the County, to evaluate environmental impacts. The analysis includes both how the project can affect the environment and how the environment can affect the project, site, and end users. Under the applicable regulations for any project receiving CDBG assistance, an environmental review must be performed before any funds, regardless of source, are committed to a project. The environmental review will need to be completed prior to receiving a notice to proceed with the project.

### **Subrecipient Agreement**

All applicants that receive an award letter must agree to sign a subrecipient agreement which is used as a management tool while the project is in effect. The subrecipient agreement contains:

1. A description of work to be completed and budget;
2. The reports to be submitted
3. Uniform requirements, standards, and conditions; and
4. Set timelines, monitoring, and termination elements.

See **Sample Subrecipient Agreement (Exhibit A)**.

The subrecipients' administrative requirements including financial management, record keeping, reporting and payment procedures, procurement and use and reversion of assets are discussed below followed by a listing of federal regulations that apply to subrecipients.

**Financial Management**

**Accounting Standards.** The Subrecipient agrees to comply with 2 CFR 200 and adhere to the accounting principles and procedures required therein, utilize adequate internal controls and maintain necessary source documentation for all costs incurred.

**Cost Principles.** The Subrecipient shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred, both direct and indirect.

Direct costs are those that can be identified specifically with a particular final cost objective. Typical direct costs chargeable to Federal awards are a. Compensation of employees for the time devoted and identified specifically to the performance of those awards. b. Cost of materials acquired, consumed, or expended specifically for the purpose of those awards. c. Equipment and other approved capital expenditures. d. Travel expenses incurred specifically to carry out the award.

Indirect costs are those incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted. Indirect costs include costs which are frequently referred to as overhead expenses (for example, rent and utilities) and general and administrative expenses.

No indirect costs may be applied by local government subrecipients to the Weld County CDBG program.

Subrecipients of CDBG funds must have financial management systems in place that comply with the following standards:

- Provide effective control over and accountability for all funds, property and other assets.
- Identify the source and application of funds for federally sponsored activities, including records and reports that:
  - Verify the “reasonableness, allowability and allocability” of costs; and
  - Verify that funds have not been used in violation of any of the restrictions or prohibitions that apply to the federal assistance (using budget controls and adequate accounting records).
- Permit the accurate, complete and timely disclosure of financial results in accordance with HUD reporting requirements or, for subrecipients, grantee reporting requirements.
- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the subrecipient.

The subrecipients financial management system should have both internal controls and project budget controls in place.

**Internal Controls**

The basic elements of an internal control system should include:

- An organizational chart setting forth the actual lines of responsibility of personnel involved in financial transactions;
- An accounting policy and procedures;

- A chart of accounts;
- Adequate separation of duties; and
- Periodic comparisons of financial records.

### **Project Budget Controls**

Subrecipients of CDBG funds must have procedures in place to compare and control expenditures against approved budgets for CDBG-funded activities which should:

- Periodically compare actual obligations and expenditures to date against planned obligations and expenditures, and against projected accomplishments for such outlays;
- Report deviations from budget and program plans, and request approval for budget and program plan revisions; and
- Have accounting records that sufficiently identify the source and application of CDBG funds provided to them.

Subrecipients are required to have procedures in place to minimize the amount of time that elapses between receipt of CDBG funds and the actual disbursement of those funds.

Any interest income must be remitted to the U.S. Treasury.

### **Payments for CDBG projects are on a reimbursement basis.**

### **Audits**

CDBG grantees and subrecipients that expend \$750,000 or more in a year in Federal awards must have a single audit conducted in accordance with OMB Circular A-133 except when they elect to have a program-specific audit conducted.

- A single audit is an audit that includes both an entity's financial statements and its federal awards (from all applicable federal programs).
- A program audit is an audit of one federal program (such as CDBG). A program-specific audit is allowed when the grantee or subrecipient expends federal awards under only one federal program.

Audits performed for grantees and subrecipients of federal funds must be performed by an independent auditor in accordance with Government Auditing Standards and must be conducted in accordance with 2 CFR 200 Subpart F. Each subrecipient is required to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

### **Change of Use**

The standards described in this section apply to real property within the unit of general local government's control (including activities undertaken by subrecipients) that was acquired or improved, in whole or in part, using CDBG funds in excess of \$250,000. These standards shall apply from the date CDBG funds are first spent for the property until five years after final close-out of the grant from which assistance to the property was provided. See 24 CFR 570.489(j).

A unit of general local government (UGLG) may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement

was made, unless the state and UGLG provide affected citizens with reasonable notice of and opportunity to comment on any proposed change, and either:

- The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of government; or
- If the UGLG determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify as meeting a National Objective, it may retain or dispose of the property for the changed use if the state’s CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non- CDBG funds for acquisition of, and improvements to, the property.
- Following the reimbursement of the CDBG program, the property no longer will be subject to any CDBG requirements.

## **Procurement**

It is the Subrecipient’s responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient should refer to Chapter 3 Procurement and Contracting of “Playing by the Rules: A Handbook for CDBG Subrecipients on Administrative Systems” at <https://www.hudexchange.info/sites/onecpd/assets/File/Playing-by-the-Rules-Handbook-CDBG-Subrecipients-Administrative-Systems-Chapter-3.pdf>

### Cost Analysis

The Subrecipient shall be responsible for performing an independent cost analysis of the activity prior to bidding the activity to assist in determining the reasonableness of activity bids. Subrecipient may perform the analysis in-house if its staff has the knowledge, have it performed by the project’s architect or other professional, or request assistance.

Procurement under grants shall be made by one of the following methods:

#### **1. MICROPURCHASES**

This procedure allows recipients to acquire supplies or services totaling no more than \$10,000 without publishing a formal request for proposals or invitations for bids. The recipient must distribute purchases equitably among qualified suppliers.

#### **2. SMALL PURCHASE PROCEDURES**

The small purchase procedures allow recipients to acquire goods and services totaling no more than \$250,000 without publishing a formal request for proposals or invitation for bids. This method of procurement is typically used to purchase commodities such as equipment or other materials. In the event that a grantee is purchasing materials that will exceed \$250,000, they must use the sealed bid process. Appropriate documentation must be maintained.

#### **3. COMPETITIVE SEALED BIDS (Formal Advertising)**

Sealed bids are publicly solicited, and a firm-fixed contract, lump sum or unit price is awarded to the lowest responsive, responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids.

Sealed bids (Formal Advertising) should be used for all construction contracts or for goods costing more than \$250,000.

In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:

- Invitation for solicitations must be publicly advertised. Sufficient time must be allowed to receive an adequate number of bids from known suppliers prior to the date for opening of bids;
- The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation;
- All bids shall be opened publicly at the time and place stated in the invitation;
- A firm fixed-price contract award shall be made by written notice to the responsible bidder whose bid, conforming to the invitation for bids, is the lowest. Where specified in the bidding documents factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the grantee indicates that such discounts are generally taken;
- Any or all bids may be rejected when there are sound documented business reasons for doing so, that are in the best interest of the program;
- When acquiring architectural or engineering services, either an RFP or a RFQ may be used. Note that if an architectural or an engineering firm is being hired to provide a non-architectural/engineering service that service must be procured using either the small purchases process or an RFP. For example, some engineering firms also provide construction and grants management services. In that situation, a RFQ cannot be used and either the small purchases (if it is less than \$250,000) or an RFP must be used.

#### **4. COMPETITIVE NEGOTIATION**

Using this method, proposals are requested from a number of sources and the request for proposals is publicized. Negotiations are normally conducted with more than one of the sources submitting offers; either a fixed price or cost reimbursable type contract is awarded, as appropriate. If competitive negotiation is used for procurement under a grant, the following requirements shall apply:

- Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The "Request for Proposal" shall be publicized and reasonable requests by other sources to compete shall be honored to the maximum extent practicable;
- The "Request for Proposal" shall identify all significant evaluation factors including price or cost where required and their relative importance;
- Subrecipient shall provide mechanisms for technical evaluation of proposals received, determinations of responsible proposers for the purpose of written or oral discussions, and selection for contract award;
- Award may be made to the responsible proposal that will be most advantageous to the procuring party, price and other factors considered. Unsuccessful proposals should be notified promptly;
- Subrecipient may utilize competitive negotiation procedures for procurement of professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation.

#### **5. NONCOMPETITIVE NEGOTIATION (Sole Source)**

This method is referred to as "sole source" procurement. This procurement method is by solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures.

Circumstances under which a contract may be awarded by noncompetitive negotiation are limited to the following upon written authorization of the County CDBG program:

- The item is available only from a single source; or
- Public emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation; or
- After solicitation of a number of sources, competition is determined inadequate.

All contracts and subgrants for construction or repair shall include a provision for compliance with the Federal Copeland "Anti-Kickback Act" (18 USC 874 et. Seq.) as supplemented in Department of Labor Regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee shall be prohibited from including, by any means, any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he/she would otherwise be entitled. The subrecipient shall report all suspected or reported violations to the US Department of Labor and the Weld County CDBG office.

Grantees and subrecipients must not make any award (subgrant or contract) to any organization which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension." This applies to any CDBG assisted contract at any tier in the process. To learn more about this requirement, go to: <https://www.ecfr.gov/current/title-22/chapter-V/part-513/subpart-A>

## Record Keeping

Accurate record keeping and reporting are crucial to the successful management of your CDBG-funded activities. There are three (3) types of files the subrecipient must maintain: Administrative, Financial and Project. The records/files must be maintained for four (4) years.

### "Project Files Checklist."

- |   |  |
|---|--|
| A. Sub-Recipient Agreement                | E. Civil Rights                                |
| B. Project Start-up                       | F. Labor Standards (if applicable)             |
| C. Financial Management and Reporting     | G. Acquisition and Replacement (if applicable) |
| D. Environmental (provided by the County) | H. Relocation (if applicable)                  |

The Subrecipient shall maintain all records required by the Federal regulations specified 24 CFR 570.506 that are pertinent to the activity(ies) to be funded with CDBG funds including all necessary information relative to the other program requirements specified in Subpart K of 24 CFR Part 570 which includes **labor standards; national flood insurance; employment and contracting opportunities; lead-based paint; use of debarred, suspended, or ineligible contractors or subrecipients; and conflict of interest.**

Each project or case file should include documentation of the **National Objective** being met, **characteristics and location of beneficiaries, eligibility of the activity, compliance with special program requirements, allowability of the costs, and status of the case/project.**



Each project/activity file should include the following documentation:

- Eligibility of the activity;
- Evidence of having met a national objective;
- Subrecipient agreement;
- Any bids or contracts;
- Characteristics and location of the beneficiaries;
- Compliance with special program requirements;
- Budget and expenditure information (including draw requests);
- The status of the project/activity; and
- Detail the subrecipient's **fair housing** activities and **equal opportunity** compliance.

It should be noted that subrecipients **are not responsible for providing documentation for the initial environmental review of an activity** because they cannot assume the grantee's environmental responsibilities (24 CFR 570.503(b)(5)). However, actions that a subrecipient provides to the grantee in order for it to carry out these responsibilities and other actions the subrecipient takes to abate or address environmental findings must be documented.

Representatives of the grantee, HUD, the Comptroller General of the United States, or of other authorized governmental agencies have the right of access to any pertinent records of a subrecipient to make audits, examinations, excerpts, and transcripts.

Consistent with applicable state and local laws regarding privacy and obligations of confidentiality, the subrecipient also must provide citizens with reasonable access to records on the past use of CDBG funds.

## **Reporting and Payment Procedures**

### Drawdown Request

As part of a subrecipient's periodic drawdown requests, provide information on the financial status of operations, which should include (for each activity) the amount of:

- Funds budgeted;
- Funds received in drawdowns to date;
- Funds obligated in most recent period and to date;
- Funds expended in most recent period and to date;
- Cash on hand (including program income identified as such); and
- Previous drawdowns requested but not yet received.

All draw requests must be accompanied by a progress inspection report detailing what the requested funds were used for.

Regular **progress reports are required** from subrecipients. These reports will be required quarterly and will **track actual project accomplishments, obligations, and spending patterns against planned operations and accomplishments** as specified in the project schedule and budget portions of the Subrecipient Agreement.

See **Exhibits B & C**.

## Monitoring

Each project will be monitored by the CDBG program staff. The monitoring may take place at various stages of the project. Monitoring will include compliance with the subrecipient agreement as well as with federal guidelines to include the below.

**Title VI of the Civil Rights Act of 1964 (Public Law 88-352 implemented in 24 CFR Part 1):** This law states that 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.

**Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (Public Law 90-234):** The Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, and national origin. The Fair Housing Act was amended in 1988 to provide protections from discrimination in any aspect of the sale or rental of housing for families with children and persons with disabilities. The Fair Housing Act also establishes requirements for the design and construction of new rental or for-sale multi-family housing to ensure a minimum level of accessibility for persons with disabilities.

**Executive Order 11063, as amended by Executive Order 12259 (implemented in 24 CFR Part 107):** This order and its implementing regulations require HUD to take all actions necessary to prevent discrimination because of race, color, religion, sex, or national origin in the use, occupancy, sale, leasing, rental, or other disposition of residential property assisted with Federal loans, advances, grants, or contributions.

**Section 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et. seq., particularly 42 U.S.C. 6101 et. seq., and 29 U.S.C. 794):** This law mandates that no person on the grounds of race, color, national origin, sex, or religion shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination under any activity funded in whole or part with CDBG funds.

**Section 3 of the Housing and Community Development Act of 1968 (12 U.S.C. 1701u):** This section implemented at 24 CFR Part 75 requires that, to the greatest extent feasible, a subrecipient must:

- Ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income residents within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.
- Award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

**Section 504 of the Rehabilitation Act of 1973, as amended:** This section specifies that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal assistance. Part 8 requires that recipients ensure that their programs are accessible to and usable by persons with disabilities. Part 8 also prohibits recipients from employment discrimination based upon disability.

**The Americans with Disabilities Act (ADA) of 1990:** This law prohibits discrimination on the basis of disability in employment by state and local governments and in places of public accommodation and commercial facilities. The ADA also requires that facilities that are newly constructed or altered, by, on behalf of, or for use of a public entity, be designed and constructed in a manner that makes the facility readily accessible to and usable by persons with disabilities. The Act defines the range of conditions that qualify as disabilities and the reasonable accommodations that must be made to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for persons with disabilities.

**The Age Discrimination Act of 1975, as amended:** This law provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal assistance.

**Executive Order 11246 (as amended by Executive Orders 11375 and 12086) — Equal Opportunity Under HUD Contracts and HUD-assisted Construction Contracts:** This order requires that grantees and subrecipients and their contractors and subcontractors agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

**The Architectural Barriers Act of 1968:** The Architectural Barriers Act (ABA) of 1968 (ABA) (42 U.S.C. 4151-4157) requires that certain buildings financed with Federal funds must be designed, constructed, or altered in accordance with standards that ensure accessibility for persons with physical disabilities. The ABA covers any building or facility financed in whole or in part with Federal funds, except privately owned residential structures. Covered buildings and facilities designed, constructed, or altered with CDBG funds are subject to the ABA and must comply with the Uniform Federal Accessibility Standards.

#### **Labor Standards (24 CFR 570.603)**

**All laborers and mechanics** employed by contractors or subcontractors on **construction work** in excess of \$2,000 and financed in whole or in part with CDBG funds must be **paid “prevailing wages”** that have been determined in accordance with the **Davis-Bacon Act** as amended (40 U.S.C. 3141-3144 and 3146-3148). The Contract Work Hours and Safety Standards Act (40 U.S.C. 327–333) also applies to such activities.

**These labor standards shall apply only to the rehabilitation of residential property if the property contains not less than eight (8) units.**

Subrecipients are strongly encouraged to consult closely with their grantee during the planning of any construction or rehabilitation projects to assure that all the requisite labor standards will be properly observed. Grantees and subrecipients should pay particular attention to the technical complexities entailed in:

- Determining whether a project might be subject to Davis-Bacon requirements.

- Obtaining the appropriate prevailing wage rates and inserting the wage determination and the appropriate labor standards provisions in the contract.
- Requesting additional wage rate classifications that may not appear on a wage decision.
- Conducting an adequate pre-construction conference.
- Monitoring the worksite and contractor/subcontractor payrolls to document compliance

### **Historic Preservation**

Subrecipients must be careful not to violate provisions of the Historic Preservation Act and related laws and Executive Orders. Before commitments are made to make any physical improvements or alterations or to demolish any building, a subrecipient should receive assurances from the grantee that the grantee is in compliance with the Act. Part of the grantee responsibility requires it to consult with the State Historic

Preservation Officer as to whether the property: (1) is or could be declared a historic property; (2) is located in a historic district or an area which could be declared a historic district; and (3) involves proposed changes that could adversely affect historic properties or neighborhoods or properties or neighborhoods which could be declared historic. If historic properties could be adversely affected, an agreement must be reached on appropriate mitigating measures with all parties identified in 36 CFR Part 800.

### **National Flood Insurance Program (24 CFR 570.605)**

If a community has had notice for more than a year that an area has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, CDBG funds cannot be spent for acquisition or construction purposes in the area unless the community is participating in the National Flood Insurance Program and such insurance has been purchased for the properties in question. Note that there is a statutory prohibition against providing Federal assistance to a person who had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance and the person failed to obtain and maintain such insurance. (24 CFR 58.6(b)).

### **Floodplain Management**

Subrecipients should select sites that are located outside of special flood hazard areas for projects proposing new construction or substantial improvement of existing buildings. Executive Order 11988, Floodplain Management, directs agencies “to avoid direct or indirect support of floodplain development wherever there is a practicable alternative” (24 CFR Part 55). Note that the guidance relating to environmental requirements is available on the HUD Web site at: <https://www.ecfr.gov/current/title-24/subtitle-A/part-55>

### **Relocation, Real Property Acquisition, and One-for-One Housing Replacement (24 CFR 570.606 (b) and (c))**

A subrecipient must comply with (1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 570.606(b), and 49 CFR Part 24; and (2) the requirements of 24 CFR 570.606(c) and 24 CFR Part 42 governing the Residential Anti-displacement and Relocation Assistance Plan (Plan) under Section 104(d) of the HCD Act.

Under the URA and the Plan, the subrecipient must provide relocation assistance to persons (families, individuals, businesses, non-profit organizations, and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. All property occupants

must be issued certain notices on a timely basis. (Failure to issue timely notices may result in unnecessary expenses.)

The Plan also requires the one-for-one replacement of any occupied or vacant occupiable low/moderate-income housing that is demolished or converted to another use in connection with a CDBG-assisted project. Finally, the Plan requires the identification of the steps that will be taken to minimize displacement.

Real property acquisition requirements are described in 49 CFR 24 Subpart B.

### **Lead-Based Paint (24 CFR 570.608 and Part 35)**

CDBG-funded activities, such as the acquisition, construction, or rehabilitation of residential structures, may not use lead-based paint.

Certain requirements apply to the use of CDBG funds for the rehabilitation of a residential property that was constructed before 1978. At a minimum, grantees are required to: (a) notify a purchaser or lessee of the presence of any known lead-based paint and/or lead-based paint hazards; (b) paint test surfaces to be disturbed or removed during rehabilitation for the presence of lead-based paint, or presume lead-based paint and notify the occupants of the results within 15 days of when the evaluation report is received or the presumption is made; (c) provide each occupied dwelling unit discussed in (a) and (b) in the preceding section with the EPA-approved lead hazard information pamphlet *Protect Your Family From Lead in Your*

*Home* or EPA-approved equivalent; (d) reduce lead hazards as required by the applicable subparts of 24 CFR Part 35; and (e) perform clearance testing, including dust testing, before re-occupancy after all but minimal (“de minimis”) amounts of paint disturbances. (See the following section for details.)

The CDBG regulation at 24 CFR 570.608 states that the following subparts of 24 CFR Part 35 apply to the use of CDBG funds in pre-1978 housing:

- A - Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property;
- B - General Lead-Based Paint Requirements and Definitions for All Programs;
- J – Rehabilitation;
- K - Acquisition, Leasing, Support Services, or Operation; and
- R - Methods and Standards for Lead-Based Paint Hazard Evaluation and Hazard Reduction Activities.

24 CFR Part 35, Subpart A, is called the Lead Disclosure Rule; and 24 CFR Part 35, Subparts B and R, are called the Lead Safe Housing Rule.

Certain properties are exempt from the requirements of the Lead Safe Housing Rule.

They include:

- Housing built on or after January 1, 1978;
- Zero-bedroom dwellings, including efficiency apartments, single-room occupancy housing, dormitories, or military barracks;
- Housing exclusively for the elderly or people with disabilities, unless a child under age 6 resides or is expected to reside there;

- Units that have been found to be free of lead-based paint by a certified lead-based paint inspector;
- Units where all lead-based paint has been removed;
- Unoccupied housing that will remain vacant until it is demolished;
- Non-residential portions of mixed-use buildings, except that spaces serving both residential and non-residential uses are covered by the rule;
- Units that are to be rehabilitated without disturbing a painted surface; and
- Units that are subject to emergency repair action needed to safeguard against imminent danger to human life, health or safety, or to protect the property from further structural damage.

For properties that are covered by the Lead Safe Housing Rule, the lead-based paint requirements for rehabilitation depend on the amount of Federal rehabilitation assistance provided. The amount of Federal rehabilitation assistance is the average per unit amount of Federal funds for the hard costs of rehabilitation, excluding lead-based paint hazard evaluation and hazard reduction activities. In calculating this assistance amount, you must consider both the total amount of Federal assistance to be used (including CDBG and other funds) and the hard costs of rehabilitation (including Federal and non-Federal funds). Whenever these two amounts are not the same, the smaller of the two determines the type and level of lead-based paint requirement. For a structure with more than one dwelling unit, the thresholds are applied against the average amount of Federal assistance per unit or the average hard cost of rehabilitation per unit, whichever is lower.

The following is a general overview of the requirements based on dollar thresholds per year per assisted housing unit:

- Up to and including \$5,000 — notice, provision of pamphlet, paint testing of surfaces to be disturbed or presumption of lead-based paint, safe work practices as part of rehabilitation (except for minimal amounts of paint disturbances), repair any paint that is disturbed, and clearance after the work and before re-occupancy.
- \$5,001–\$25,000— notice, provision of pamphlet, paint testing or presumption, risk assessment to identify lead-based paint hazards, interim control or standard treatment of lead-based paint hazards, and clearance.
- Over \$25,000— notice, provision of pamphlet, paint testing or presumption, risk assessment, abatement of lead-based paint hazards, ongoing lead-based paint maintenance, and clearance.
- Minimal (“de minimis”) amounts— Safe work practices and clearance are not required when maintenance or hazard reduction activities do not disturb painted surfaces that total more than: 20 square feet on exterior surfaces; 2 square feet in any one interior room or space, or 10 percent of the total surface area on an interior or exterior type of component type with a small surface area (e.g., window sills, baseboards, and trim).
- Pamphlet — The Protect Your Family From Lead in Your Home pamphlet can be downloaded in English and Spanish from [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead) or [www.epa.gov/lead](http://www.epa.gov/lead), and single paper copies can be obtained from the National Lead Information Clearinghouse at 1-800-424-LEAD. Persons with hearing or speech impediments may access this telephone number via TTY by calling the toll-free Federal Information Relay Service at 1-800-877-8339.

*The preceding section description is intended to provide basic information on lead-based paint requirements. Consult the applicable portions of 24 CFR Part 35 (see [www.hud.gov/offices/lead](http://www.hud.gov/offices/lead)) and/or contact the HUD field office for greater detail if you are completing an activity subject to these requirements.*

**Political Activity (24 CFR 570.207(a)(3))**

A subrecipient is prohibited from using CDBG funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as sponsoring candidate forums, distributing brochures, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold meetings, candidate forums, or voter registration, provided that all parties and organizations have access to the facility on an equal basis and are assessed equal rent or use charges, if any.

**Conflict of Interest (24 CFR 570.611; 24 CFR 85.36; and 24 CFR 84.42)**

There are two sets of conflict-of-interest provisions applicable to activities carried out with CDBG funding. The first set, applicable to the procurement of goods and services by subrecipients, is the procurement regulations located at 24 CFR 84.42 and 85.36. (See 24 CFR 570.611(a)(1).) The second set of provisions is located at 24 CFR 570.611(a)(2). These provisions cover situations not covered by parts 84 and 85.

With respect to procurement activities, the subrecipient must maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. At a minimum, these standards must:

- Require that no employee, officer, or agent may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm selected for an award:
  - an employee, officer, or agent of the subrecipient;
  - any member of an employee's, officer's, or agent's immediate family;
  - an employee's, agent's, or officer's partner; or
  - an organization which employs or is about to employ any of the in the preceding section.
- Require that employees, agents, and officers of the subrecipient neither solicit nor accept gratuities, favors, or anything of value from contractors, or parties to sub-agreements. However, subrecipients may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value.
- Provide for disciplinary actions to be applied for any violations of such standards by employees, agents, or officers of the subrecipient.

With respect to all other CDBG-assisted activities, the general standard is that no employee, agent, or officer of the subrecipient, who exercises decision-making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract, or agreement regarding those activities or in the proceeds of the activities. Specific provisions include that:

- This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, a designated public agency, or a subrecipient, and to their immediate family members, and business partner(s).
- The requirement applies for such persons during their tenure and for a period of 1 year after leaving the grantee or subrecipient organization.
- Upon written request, exceptions may be granted by HUD on a case-by-case basis, after consideration of the cumulative effect of various factors listed at 24 CFR 570.611(d), and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

### **Program Monitoring (24 CFR 570.501(b), 24 CFR 85.40(a) and (e)).**

A grantee is responsible for ensuring that all CDBG funds under its oversight are used in accordance with all program requirements, and for determining the adequacy of its subrecipients' performance. Accordingly, the grantee is empowered to make site visits and review program files as necessary to fulfill these responsibilities.

### **Suspension and Termination (24 CFR 570.503(b)(6))**

When problems arise in the performance of a subrecipient, the grantee is responsible for taking appropriate actions for correcting these deficiencies, including suspending or terminating the CDBG activities being carried out by the subrecipient (24 CFR 570.501(b)). Consistent with 24 CFR 570.503(b)(6), the written agreement between the grantee and the subrecipient must specify that suspension or termination may occur if the subrecipient materially fails to comply with any term of the CDBG award, and that the agreement may also be terminated for convenience.

### **Audits**

The U.S. Government Accountability Office (GAO) has stated that, as a subrecipient of the CDBG Entitlement program, you share a joint responsibility with your grantee to ensure that Federal program resources are applied "efficiently, economically and effectively to achieve the purposes for which the resources were furnished." The financial and performance audits discussed in this chapter are designed to assure that grantees and subrecipient agencies meet this mutual responsibility and are accountable to the public. In particular:

1. **Financial audits** are designed to provide an independent opinion on whether your agency's financial statements present in a fair manner actual operating results in accordance with accepted standards, and whether your agency has complied with specific financial requirements in terms of systems and procedures.
2. **Performance audits** provide an independent point of view on the extent to which your agency has faithfully, efficiently and effectively carried out its operations, and achieved the intended results or benefits of its programs.



## Exhibit A

### SUBRECIPIENT AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

THIS AGREEMENT entered this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , by and between the Weld County Community Development Block Program (herein called the "Grantee") and (Municipality/Weld County Department) (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

WHEREAS, the Grantee and Subrecipient have an executed Cooperation Agreement;

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **I. SCOPE OF SERVICE**

##### **A. Activities**

The Subrecipient will be responsible to provide the following activity(ies): (describe the activity(ies)) to meet the (list the specific National Objective(s)). The Subrecipient will be responsible for administering the Community Development Block Grant funds in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds.

##### **Program Delivery**

Activity #1 *[Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]*

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

##### **General Administration**

*[Add description of general administrative services to be performed in support of activities noted above]*

##### **B. National Objectives**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity(ies) carried out under this Agreement will meet (indicate which National Objective). (Briefly describe how this National Objective will be met).

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Activity #1	[# of Units]	[# of Units]
Activity #2	[# of Units]	[# of Units]
Activity #3	[# of Units]	[# of Units]
[Add other activities as necessary]		

[NOTE: Provide definition of Units of Service here.]

D. Staffing

[Provide list of staff and time commitments to be allocated to each activity specified in I.A. above.]

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the Grantee.

E. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time (30 days) after being notified by the Grantee, contract suspension or termination procedures will be initiated.

**II. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the \_\_ day of \_\_, 20\_\_ and end on the \_\_ day of \_\_ 20\_\_. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

**III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
Salaries	\$
Fringe	
Office Space (Program only)	
Utilities	

Communications  
Reproduction/Printing  
Supplies and Materials  
Audit  
Other (Specify)

TOTAL \$

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee 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 Grantee. Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed \$\_\_\_\_. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line-item budgets specified in Paragraph III and in accordance with performance.

For construction activities: Draw requests can be submitted no more frequently than at the following points in the work: 25% draw request when work is 35% complete; 50% draw request when work is 60% complete; 75% draw request when work is 85% complete; to reach 90% draw when work is 100% complete; remaining 10% when all lien waivers and completion reports have been submitted as required. Lien waivers are required before the final payment and certified payrolls are required at every stage of the draw schedule, if Davis Bacon requirements are in force.

Payments may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 2 CFR 200.302

**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 aforesaid 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 contract shall be directed to the following contract representatives:

Grantee	Subrecipient
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

## **VI. SPECIAL CONDITIONS**

All projects regardless of scope, require an environmental review. Reviews will be completed by the County prior to issuing a notice to proceed.

If the subrecipient wishes to extend the time given for project completion, they will need to notify the Weld County CDBG Program in writing forty-five (45) days in advance unless due to unforeseen circumstances. Weld County CDBG staff may extend the time of performance of this subrecipient agreement up to 90 days without prior approval from the Weld County Board of Commissioners.

Progress reports will be due quarterly April 30<sup>th</sup>, July 31<sup>st</sup>, October 31<sup>st</sup> and January 31<sup>st</sup> for the preceding quarter. In addition, a progress report must accompany each draw request detailing the progress made/activities completed with the funds being requested for reimbursement.

*[This section of the Agreement can be used by Grantee to include special conditions specific to the particular activity or individual Subrecipient.]*

## **VII. GENERAL CONDITIONS**

(Note: Links to the Code of Federal Regulations [CFR] may be accessed through links provided in the agreement, provided as a convenience to the Subrecipient. It is, however, the Subrecipient's responsibility to ensure the links are the most current one available)

### **Code of Federal Regulations**

<https://www.govinfo.gov/app/collection/cfr/>

#### **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, 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. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

#### **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 Grantee 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. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

### D. Workers' Compensation

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

### E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2CFR 200

### F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

### G. Amendments

The Grantee or 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 by the Grantee's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee 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 Grantee and Subrecipient.

### H. Suspension or Termination

In accordance with 2 CFR 200, the Grantee 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 Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the Grantee 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 Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

## **VIII. ADMINISTRATIVE REQUIREMENTS**

### **A. Financial Management**

#### **1. Accounting Standards**

The Subrecipient agrees to comply with 2 CFR 200 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 Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **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 activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine 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; a
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

## 3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this contract, 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.

## 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. 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, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

## 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, 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 contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200.

## C. Reporting and Payment Procedures

### 1. Program Income

The Subrecipient shall report monthly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

### 2. Indirect Costs

No indirect costs can be charged to this project.

### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this agreement based on information submitted by the Subrecipient and Grantee policy concerning payments. Payments will be made for eligible expenses actually incurred and paid for by the Subrecipient. Requests for payment by the Subrecipient must include copies of invoices for which reimbursement is being requested, and a copy(ies) of Subrecipient's check for payment of the invoices. Additionally, the Progress/Inspection Report should be submitted with activity progress noted for the period for which reimbursement is being requested. In addition, the Grantee reserves the right to liquidate funds available under this contract for costs incurred by the Grantee on behalf of the Subrecipient.

### 4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

## D. Procurement

### 1. Compliance

The Subrecipient shall comply with the procedures delineated at 2 CFR 200.317-327 when procuring all materials, property, and/or services (including the purchase of equipment)



under this agreement. It is the Subrecipient's responsibility to be familiar with the procedures for each level of procurement and to request technical assistance. The Subrecipient 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, etc.) shall revert to the Grantee upon termination of this Agreement.

Subrecipient shall, to the greatest extent feasible, reach out through advertising, phone or email notice, or other means, and solicit bids from, Section 3 business concerns, women-owned businesses, and minority-owned businesses.

## 2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

## 3. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the metropolitan area with funds provided under this Agreement.

## E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment).

Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

## **IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT**

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

## **X. PERSONNEL & PARTICIPANT CONDITIONS**

### A. Civil Rights

#### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected

thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

#### 4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Affirmative Action Policy

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Subrecipient shall follow Grantee's Affirmative Action Policy.

#### 2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

#### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

#### 2. Labor Standards

The Subrecipient agrees 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 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers;

provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. “Section 3” Clause

#### a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public

construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract 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.

c. Content

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

d. Selection Process

The Subrecipient shall undertake to ensure 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 forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.317-327 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. 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 supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. 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 Grantee, the Subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of 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 Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

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

## 6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce,



publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

#### 7. 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.

### **XI. ENVIRONMENTAL CONDITIONS**

#### A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

#### B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

#### C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

#### D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

**XII. 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.

**XIII. 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.

**XIV. WAIVER**

The Grantee'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 Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XV. ENTIRE AGREEMENT**

This agreement constitutes the entire agreement between the Grantee 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 Grantee and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, County and Municipality have duly executed this Agreement, which shall become effective as of the latest date written below.

ATTEST: \_\_\_\_\_, COLORADO

By: \_\_\_\_\_

Clerk

By: \_\_\_\_\_

Mayor

ATTEST:

BOARD OF COUNTY COMMISSIONERS

Weld County Clerk to the Board

WELD COUNTY, COLORADO

BY: \_\_\_\_\_

Deputy Clerk to the Board

\_\_\_\_\_

Kevin D. Ross, Chair

**Exhibit B**

**CDBG SUBRECIPIENT DRAW REQUEST**

All requests for draws against a CDBG award must be made on this form and submitted, per the directions below to: Weld County CDBG Program, 1111 H Street, Greeley, CO 80632 or email to [cmartin@weldgov.com](mailto:cmartin@weldgov.com) (Shaded areas will be completed by Weld CDBG staff.)

<b>Subrecipient:</b>			<b>IDIS Activity #TBD</b>
<b>Activity Name:</b>		<b>Activity Address:</b>	
<b>Contact Name:</b>		<b>Phone #:</b>	
<b>Email:</b>		<b>Fax #:</b>	
<b>Contract dates:</b>	Start	End	<b>Grant Amount:</b>

**Weld CDBG Staff:** Cynthia Martin, Sr. CDBG Analyst, [cmartin@weldgov.com](mailto:cmartin@weldgov.com), 970 573-1769

**DRAW INFORMATION**      **Draw #:** \_\_\_\_\_      **Draw Request Date:** \_\_\_\_\_  
**Weld CDBG Approval:** \_\_\_\_\_

Budget Amount	Adjustment	Revised Budget	Drawn to Date	Requested Draw	Balance
\$	\$	\$	\$	\$	\$
\$	\$	\$	\$	\$	\$

**REQUIRED DOCUMENTATION FOR ACTIVITY DRAWS**

- Progress Inspection Report
- Draw Request (signed by appropriate Subrecipient recipient)
- Contractor's billing is consistent with his/her Statement of Work and Contract
- Copy of ***itemized*** invoice from Contractor and cancelled check for payment.
- Copy of Subrecipient's payment to the Contractor for interim billings

**IS THIS THE FINAL DRAW REQUEST?**     Yes  No    If so, submit/perform the following:

- Construction is 100% complete. (10% retainage may be held until all required reports have been received by Weld County CDBG Staff)
- Final Inspection Report
- After photos of work performed
- Draw Request (signed by appropriate Subrecipient recipient)
- Copy of ***itemized*** invoice from Contractor

- Copy of Subrecipient's payment to the Contractor for final billing
- Lien waiver signed.
- Beneficiary report completed.

\*\*\*\*\*

**SUBRECIPIENT CERTIFICATION:** I hereby certify that the data above is correct, that this request is in accordance with the terms and conditions of the above referenced grant, and that the amount requested is not in excess of current needs.

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

**FOR Weld CDBG USE ONLY:**

- Confirm dates are contractual or amend contract
- All documentation/reporting received
- Verify final draw
- IDIS funding-increase/decrease as necessary

**CDBG SUBRECIPIENT PROGRESS/INSPECTION REPORT**

Submit this report with draw requests. No draw request will be processed without this report. (Shaded areas will be completed by Weld CDBG staff.)

<b>Subrecipient:</b>			<b>IDIS Activity #</b>	
<b>Activity Name:</b>			<b>Activity Address:</b>	
<b>Contact Name:</b>			<b>Phone #:</b>	
<b>Email:</b>			<b>Fax #:</b>	
<b>Contract dates:</b>	Start	End	<b>Grant Amount:</b>	

**Weld CDBG CONTACTS:** Cynthia Martin [cmartin@weldgov.com](mailto:cmartin@weldgov.com) 970 573-1769

**ACTIVITY DESCRIPTION**

**INSPECTION DATE:** \_\_\_\_\_ **INSPECTED BY:** \_\_\_\_\_

**PROGRESS/INSPECTION REPORT:**

**INSPECTOR SIGNATURE:** By signature above, I certify that I have inspected the work performed at the above referenced address and that the completed work has been performed satisfactorily and in accordance with the Statement of Work.

**Exhibit C**

**Weld County CDBG Program**

Quarterly Progress Report

Complete and email this form every quarter to [cmartin@weldgov.com](mailto:cmartin@weldgov.com)  
*Reports are due within 30 days of end of quarter.*

**Q1** Jan-March      **Q2** April-June      **Q3** July-Sept      **Q4** Oct-Dec

Subrecipient Name: \_\_\_\_\_ Date: \_\_\_\_\_

Project Title: \_\_\_\_\_ Project Number: \_\_\_\_\_

- I. Summarize this quarter's activity inc. progress toward goals, schedule and budget outlined in Sec. I (C) & Sec. II of the subrecipient agreement for this project. If applicable, explain any deviations and actions to correct these.
  
- II. Is the project anticipated to be completed within the time of performance established in Sec. II of the subrecipient agreement?
  
- III. How many unique beneficiaries were served this quarter by this project? If any, please complete and submit Attachment A Race/Ethnicity Report along with this progress report. If this is an infrastructure project, only count beneficiaries in the quarter project was completed.

IV, Fiscal Information

Quarterly CDBG Expenditures: \$\_\_\_\_\_ Total CBDG Expenditures: \$\_\_\_\_\_

Quarterly Total Project Exp.: \$\_\_\_\_\_ Total Project Cost Expenditures: \$\_\_\_\_\_

IV. Anticipated progress next quarter and any additional comments

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

\_\_\_\_\_  
*Project Manager's Signature*      *Project Manager Name*      *Title*      *Date*

