



**CITY OF BOULDER  
CITY COUNCIL AGENDA ITEM**

**MEETING DATE: September 5, 2024**

**AGENDA TITLE**

Consideration of a motion to adopt Resolution 1353 amending the HOME Consortium Intergovernmental Agreement for the distribution of HOME funds.

**PRESENTER(S)**

Nuria Rivera-Vandermyde, City Manager  
Mark Woulf, Assistant City Manager  
Kurt Firnhaber, Housing and Human Services Director  
Erin Poe, Deputy City Attorney  
Roberto Ramirez, Deputy City Attorney  
Vicki Ebner, HHS Operations and Homelessness Strategy Sr. Manager  
Shelly Conley, Housing Senior Compliance Manager

**EXECUTIVE SUMMARY**

Since 2004, staff from the City of Boulder, Boulder County, City of Longmont, and the City/County of Broomfield have worked cooperatively with the U.S Department of Housing and Urban Development (HUD) to develop a Regional Home Investment Partnerships Grant (HOME) Consortium. This was accomplished in June of 2006 with the HOME Consortium Intergovernmental Agreement (IGA).

HUD is requesting that an amended and restated HOME Consortium Intergovernmental Agreement be executed to address:

1. Resolution of Support for the Amended & Restated HOME Consortium Intergovernmental Agreement (Attachment B); and

2. Amended & Restated HOME Consortium Intergovernmental Agreement (Attachment C).

These two documents must be submitted to HUD by September 16, 2024.

Participation in the Boulder-Broomfield Regional HOME Consortium (HOME Consortium) enhances regional cooperation between jurisdictions and maximizes the use of resources available to local governments to affect housing-related problems of lower-income people.

### **STAFF RECOMMENDATION**

#### **Suggested Motion Language:**

Staff requests council's consideration of this matter and action in the form of the following motion:

Motion to adopt Resolution 1353 authorizing the city manager to sign the Amended and Restated HOME Consortium Intergovernmental Agreement in substantially the same form shown in Attachment C.

### **COMMUNITY SUSTAINABILITY ASSESSMENTS AND IMPACTS**

- **Economic** – The availability of workforce housing serves as a community asset that enhances employers' ability to attract and retain employees.
- **Environmental** – Providing more affordable housing options in the region may allow employees and current commuters to live closer to where they work, thereby mitigating traffic, congestion, pollution, and urban sprawl.
- **Social** – The Boulder-Broomfield Regional HOME Consortium expands and enhances the affordability of housing in the region for its residents and workers through regional cooperation.

### **OTHER IMPACTS**

- **Fiscal** – While the City of Boulder, as a HUD entitlement community, will not see any impact to the allocation of funds it receives as part of this process, the Consortium as a whole will see a reduction in funding received. This is related to the amounts allocated to the smaller member jurisdictions who have not provided resolutions authorizing the Consortium to act on their behalf. This amount is estimated to be \$142,000.

**Staff time** - The City of Boulder will receive \$101,261 of 2024 HOME funds to administer the Regional HOME Consortium. This work is included in the Department of Housing and Human Services 2024-2025 workplan.

**RESPONSES TO QUESTIONS FROM COUNCIL AGENDA COMMITTEE**

None

**BOARD AND COMMISSION FEEDBACK**

While not an official Board or Commission of the city, the Technical Review Group (TRG) reviewed and discussed the formation of the Regional HOME Consortium in 2006. The TRG recognized the importance of working in partnership with other communities in the region in support of more regional planning and coordination efforts, and the TRG supported staff’s recommendation to form the Consortium.

**PUBLIC FEEDBACK**

None

**BACKGROUND**

HUD allocates Community Development Block Grant (CDBG) and Home Investment Partnerships Grant (HOME) funds to local communities, based on Congressional Appropriations and use of a formula. With HOME funds, communities are allowed to combine their allocations and form a Consortium. The City of Boulder is considered an entitlement community because its allocation is over a certain threshold and, therefore, the City of Boulder is entitled to receive these funds.

The formation of a Consortium is subject to certain requirements, one of which is the execution of an IGA by all communities involved with the Consortium. One community, in this case the City of Boulder due, to its entitlement status, is considered the Participating Jurisdiction, or Consortium lead agency. The larger communities – City of Longmont, Boulder County, and City/County of Broomfield are considered participants, and the smaller communities are considered members. It is in the interest of the participants and member communities to work within a Consortium, as they would not receive individual allocations that would justify the administrative lift of managing these funds.

Generally, the Boulder-Broomfield Regional HOME Consortium is structured as to allow the pooling of funding, with Boulder providing administrative work on behalf of the group. The allocation of the pooled funds, after subtracting administrative funding and reserved funds for Community Housing Development Organizations (CHDOs), is based on population. During a four-year period, Boulder receives the funds for two of the years, Boulder County receives one year’s allocation, and the City of Longmont also receives one year’s allocation. The City/County of Broomfield opted for an annual allocation of

funding to support its Tenant Based Rental Assistance program rather than taking a pooled allocation. Boulder County's share is based on the population of unincorporated areas and that of the other member communities. As such, Boulder County uses its share of funding to support the needs of the member communities.

HUD requires that the IGA be renewed every three years. By statute, and therefore not alterable, a consortium IGA must be in place and approved by HUD by September 30 of a given year to ensure that non-entitlement funds can be allocated to the communities. The most recent HOME Consortium IGA was executed on May 13, 2019, and the IGA was accepted by HUD (Attachment A). On June 30, 2021, the HOME Consortia IGA was automatically renewed. On February 15, 2024, the Department of Housing and Human Services (HHS), acting in its role as the Participating Jurisdiction for the HOME Consortium, submitted a letter to HUD to request an automatic renewal as allowed by the IGA.

In July 2024, HUD informed HHS that in order to be in compliance with HUD requirements, the Boulder-Broomfield Regional HOME Consortium would need to amend the IGA and include the following documents:

- State of Colorado Certification
- City of Boulder Legal Opinion
- Resolutions from all Consortium Members
- Signatures from smaller towns/cities which include Lafayette, Louisville, Superior, Erie, Nederland, Lyons, Jamestown and Ward

## **ANALYSIS**

The City of Boulder has committed to be a participant in the Boulder-Broomfield Regional HOME Consortium for program years 2024 – 2027. HHS and City Attorney's Office staff have worked with the local HUD Community Planning and Development office and representatives from other jurisdictions to comply with the HUD-federal request. The amount of 2024 HOME funds received by the Consortium will be \$1,142,089. The HOME Consortium intends to submit a new IGA in 2025.

## **NEXT STEPS**

The City/County of Broomfield, Boulder County, and City of Longmont are also requesting that their governing bodies approve resolutions of support and authorize the amended and restated IGA. Once signed by the participating communities, and upon authorization by the Boulder City Council, the Consortium will submit the amended IGA and all resolutions of support prior to the statutory deadline.

## **ATTACHMENTS**

Attachment A: 2019 HOME Consortium Intergovernmental Agreement

- Attachment B: Proposed Resolution Authorizing the Amended and Restated HOME Consortium Intergovernmental Agreement
- Attachment C: 2024 Amended and Restated HOME Consortium Intergovernmental Agreement

## HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT

**THIS AGREEMENT** (“Agreement”) is made and entered into this 13 day of May, 2019, by and between the City and County of Broomfield, Boulder County (acting on behalf of all incorporated and unincorporated areas of the County except for the areas which are the cities of Boulder and Longmont), the Cities of Longmont, Lafayette and Louisville, the towns of Lyons, Superior, Jamestown, Nederland, Ward and Erie (collectively the “Participating Jurisdictions”), and the City of Boulder, a Colorado home rule city, (the “Lead Agency”).

### RECITALS

**WHEREAS**, the United States Government, through the National Affordable Housing Act of 1930, has established the HOME Investment Partnerships Act Program (“HOME” or “HOME Program”) and has designated the Lead Agency as a Participating Jurisdiction to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

**WHEREAS**, Section 216 (2) of the Act, 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by the United States Department of Housing and Urban Development that the Participating Jurisdictions and Lead Agency are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

**WHEREAS**, the Participating Jurisdictions and the Lead Agency recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower-income persons and families and the homeless in Boulder and Broomfield Counties and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and

**WHEREAS**, the Lead Agency desires to enter into an intergovernmental agreement with the Participating Jurisdictions to participate in a consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

**WHEREAS**, the Lead Agency has elected to administer such federal funds for itself and the Participating Jurisdictions through its Division of Housing; and

**WHEREAS**, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County entered into a HOME Consortium Intergovernmental Agreement dated June 27, 2006, to bring additional funds to the region for the purpose of

expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

**WHEREAS**, the HOME Consortium Intergovernmental Agreement was amended by Amendment No. 1 to HOME Consortium Intergovernmental Agreement, dated as of July 20, 2007, which added the cities of Lafayette and Louisville and the towns of Lyons, Superior, Jamestown, Nederland, Ward and Erie, and subsequently amended by the Second Amendment to Home Consortium Intergovernmental Agreement, dated as of June 29, 2012; and

**WHEREAS**, participation in the HOME Consortium enhances cooperation between jurisdictions and maximizes the use of resources available to local governments to affect the housing-related problems of lower-income people; and

**WHEREAS**, the Participating Jurisdictions and Lead Agency are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV § 18, and § 29-1-203, C.R.S.

**WHEREAS**, the Participating Jurisdictions and Lead Agency desire to enter into a new Intergovernmental Agreement to continue the HOME Consortium.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

## I. DEFINITIONS

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

“Act” means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 *et seq.*

“Consolidated Plan” is a HUD required document. It serves as a planning document for the Consortium and a funding application under the Community Planning and Development formula grant programs (Community Development Block Grant (“CDBG”), HOME, Emergency Shelter Grant (“ESG”) and Housing Opportunities for Persons with Aids (“HOPWA”).

“HUD” means the United States Department of Housing and Urban Development.

“Lead Agency” means the one-member unit of general local government designated to act in a representative capacity for itself and the Participating Jurisdictions for the purposes of implementing the HOME regulations. The Lead Agency shall assume overall responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the requirements of 24 CFR part 92.101, including requirements concerning a Consolidated Plan. The lead agency for the Consortium shall be the City of Boulder.

“Participating Jurisdictions” means the City of Boulder as Lead Agency, City and County of Broomfield, Boulder County (acting on behalf of all incorporated and unincorporated areas of

the County except for the areas which are the cities of Boulder and Longmont), and the City of Longmont.

“Regulations” means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Parts 91 and 92, as amended.

## II. PURPOSE

The purpose of this Agreement is to form a Consortium of units of general local government for designation as a Participating Jurisdiction under the Act, said Participating Jurisdiction to be known and hereinafter referred to as the Boulder County/Broomfield County Consortium (the “Consortium”).

## III. AGREEMENT

**A. Term.** The term of this Agreement commences October 1, 2015 and runs through September 30, 2021. This Agreement shall remain in effect during the period necessary to complete all eligible activities funded during Federal Fiscal years 2016, 2017, 2018, 2019, 2020, and 2021. These six federal fiscal years comprise the Consortium’s qualification period, and the Consortium members are prohibited from withdrawing from the Agreement during this period. Pursuant to 24 CFR 92.101(e), no member of the Consortium may withdraw from this Agreement while this Agreement remains in effect.

This Agreement shall automatically be renewed for the Consortium’s participation in successive qualification periods of three Federal fiscal years each. No later than the date specified by HUD’s consortia designation notice or HOME consortia web page, the Lead Agency shall notify each Participating Jurisdiction in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Agency shall send a copy of each notification to the HUD Field Office. If a Participating Jurisdiction decides not to participate in the Consortium for the next qualification period, the Participating Jurisdiction shall notify the Lead Agency, and the Lead Agency shall notify the HUD Field Office, before the beginning of the new qualification period. Before the beginning of each new qualification period, the Lead Agency shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium’s membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods. The automatic renewal of the Agreement will be void if: the Lead Agency fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or the Lead Agency fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

The Lead Agency shall provide a minimum of 30 days advance written notice to each Participating Jurisdiction of the program requirements to be in effect for subsequent Federal fiscal years or qualifying periods. Notice shall be sent by the Lead Agency to the following:



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| Director<br>Boulder County Housing Division<br>P.O. Box 471<br>Boulder, CO 80306   |
| Housing and Community Investment Manager<br>Civic Center Complex<br>350 Kimbark Street<br>Longmont, CO 80501                     |
| Housing Program Manager<br>City and County of Broomfield<br>City Manager’s Office<br>One DesCombes Drive<br>Broomfield, CO 80020 |

**B. Termination.** This Agreement shall terminate if: (1) any one of the Participating Jurisdictions or the Lead Agency provides written notice of their decision not to participate in a subsequent three-year qualification period, or (2) the Lead Agency fails to adopt, and submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet “Cooperation Agreement Requirements” as prescribed by HUD in the Consortia Qualification Notice that is applicable to any subsequent qualification period beyond the original three-year term. The Lead Agency shall, by the date specified in HUD’s Consortia Qualification Notice for the next qualification period, notify the Participating Jurisdictions in writing of their right not to participate in the Consortium. All Participating Jurisdictions that are members of the Consortium will be on the same program year (January 1 to December 31) for the CDBG, HOME, ESG and HOPWA grant programs. Notices to the Participating Jurisdictions shall be sent to the addresses above in Section III A. Notices to the Lead Agency shall be sent to: Deputy Director of Housing, City of Boulder Housing and Human Services, 1300 Canyon Blvd., PO Box 791, Boulder, CO, 80306. In the event this Agreement is terminated its provisions must remain in effect until the HOME funds from each of the Federal Fiscal Years of the qualification period are expended on eligible activities.

**C. Termination Notices.** Termination notices, if any, shall be sent by any non-renewing Participating Jurisdiction to the Lead Agency.

**D. Execution.** This Agreement shall be executed by the appropriate officers of each Participating Jurisdiction and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly at the offices of the Lead Agency.

**E. Lead Agency.** Subject to the provisions of this Agreement, the Lead Agency is authorized to act in a representative capacity for all of the Participating Jurisdictions for the purpose of the Act, and the Lead Agency assumes overall responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the Act including requirements concerning a Consolidated Plan.

**F. Consolidated Plan.** The Lead Agency and Participating Jurisdictions shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing funds proportionately to the annual funding percentage break down in Section III G of this Agreement for the development of the Consolidated Plan, by providing input to the Consolidated Plan, and by holding any required public meetings during the preparation of the Consolidated Plan. Each Participating Jurisdiction must fully approve each Consolidated Plan for such Consolidated Plan to be considered to be approved and ready for submission to HUD.

**G. Allocating HOME Program Funding.** The intention of the Consortium is to provide the majority of the annual HOME fund allocation to support a single project where possible. This annual allocation does not include the funds required to be set aside to support Community Housing Development Organization (“CHDO”) development activities (15 percent), the program administration portion (10 percent), or Broomfield’s annual allocation (9 percent). Funds will rotate to a different Participating Jurisdiction each year with the exception of the City of Boulder which will receive allocations for two consecutive years. The proposed multi-year rotation cycle is intended to be comparable to the HOME Consortium shares set forth in the HUD HOME Consortium Builder or other HUD estimating tool. The estimated annual funding will be adjusted according to actual funding allocated by HUD.

Funds will generally rotate according to the following schedule:

| Participating Jurisdiction     | Year 1<br>and 5 | Year 2<br>and 6 | Year 3 | Year 4 |
|--------------------------------|-----------------|-----------------|--------|--------|
| City of Boulder                |                 |                 | X      | X      |
| City of Longmont               | X               |                 |        |        |
| Boulder County                 |                 | X               |        |        |
| City and County of Broomfield* | X               | X               | X      | X      |
| CHDO                           | X               | X               | X      | X      |

\*Broomfield is electing to maintain its annual allocation to support its ongoing TBRA program.

Funding priority will be guided by the agreed upon schedule. Each Participating Jurisdiction is in line to receive an allocation.

There is an exception to having a fixed position in the fund rotation if a Participating Jurisdiction elects to receive an annual program allocation. While this election excludes the Participating Jurisdiction from a fixed position in the rotation, it does not eliminate the possibility of this Participating Jurisdiction being considered for the allocation when another project is not identified.

Provided that the goal of the annual rotation is to maximize the use of HOME funds, the intention is for the annual rotation to support one project. The identification of an eligible project will be determined by the Participating Jurisdiction scheduled to receive the funds. In the case where the Participating Jurisdiction is unable to identify a singular viable and eligible project within 12 months of execution of the HOME Agreement and has not committed all of its allocated HOME funds for a program year on the Integrated Disbursement Information System

(“IDIS”), each Participating Jurisdiction will identify eligible HOME projects within their own jurisdictions that will be reviewed by the Participating Jurisdictions with the funds disbursed using a competitive process. This funding scenario includes the caveat that the Participating Jurisdiction(s) to which the funds are allocated can assure that it can commit the HOME funds on IDIS prior to the recapture of the HOME funds by HUD and can meet the matching requirements. If the other Participating Jurisdictions are not able to disburse the funds to previously funded projects, the funds shall be disbursed through a competitive process to the Participating Jurisdictions and Lead Agency for HOME eligible projects. Any funds in the United States Treasury Account, established by HUD for the Consortium HOME funds, that are not committed within 24 months of the last day of the month in which HUD notifies the Lead Agency of HUD’s execution of the HOME Investment Partnership Agreement will be recaptured by HUD.

It is the intent of the Participating Jurisdictions to meet the CHDO requirements jointly in the distribution of funds. Annually, the CHDO set aside allocation will be distributed based on the location of a CHDO-eligible project. Priority will be given to a CHDO project located in the Participating Jurisdiction receiving the primary allocation in each year. If that Participating Jurisdiction cannot identify a CHDO-eligible project within their geographic boundary(ies) that will meet the HOME requirements (timeliness, set aside, etc.), it will be the responsibility of all Participating Jurisdictions to seek non-profit agencies that are eligible to receive CHDO funds.

Potential HOME projects will be presented, reviewed, prioritized and selected jointly by the Participating Jurisdictions. Following approval by the Participating Jurisdictions, if a governing body exists in the jurisdiction receiving the HOME funding, the project(s) will be presented to the governing body for local approval. The City of Longmont Housing and Community Investment staff receives funding recommendations from two advisory groups with their City Council approving projects. The Broomfield County Commissioners approve projects located in the City and County of Broomfield. Projects located within the City of Boulder and unincorporated Boulder County will be reviewed and recommended by the City Manager-appointed Technical Review Group (as Boulder County has assigned this authority to Boulder). Following local approval where applicable, as the Lead Agency assigned the fiduciary responsibility of the HOME Consortium, the City of Boulder City Manager will approve all HOME funding allocations.

**H. Matching Funds.** Each Participating Jurisdiction and the Lead Agency shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that local government. As required by law, Participating Jurisdictions and Lead Agency allocations are subject to annual federal appropriations of HOME funds. No matching funds will be required from a Participating Jurisdiction that chooses not to participate for a particular program year.

All use of matching funds by Participating Jurisdictions must be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each Federal fiscal year of this Agreement.

**I. Distribution of HOME funds.** Each Participating Jurisdiction will be responsible for deciding how to distribute its portion of HOME funds among eligible activities within its jurisdiction, subject to the HOME Program requirements for a 15 percent set aside of funds for CHDO activities. It is the intent of the Participating Jurisdictions to meet the CHDO requirements jointly in the distribution of funds. In addition, each jurisdiction may choose to allocate some or all of its portion of HOME funds for one or more projects outside its jurisdiction, but within the HOME Consortium boundaries, if the project is regional in scope and the jurisdiction determines that the project(s) benefits its residents.

If a Participating Jurisdiction has not committed all of its allocated HOME funds for a program year on the IDIS within 12 months of the last day of the month in which HUD notifies the Lead Agency of HUD's execution of the HOME Investment Partnership Agreement containing the funds, the Lead Agency shall first allow the Participating Jurisdiction to reallocate the funds to another project in its jurisdiction. If that is not possible, the Lead Agency shall then attempt to reallocate the HOME funds to projects already approved for funding by the other Participating Jurisdictions, either through a pro-rata share to the Participating Jurisdictions based on their normal funding allocation schedule set forth in Section IIIG or for one or more distinct projects as nominated and approved by the Consortium members. Any of these funding scenarios are with the caveat that the Participating Jurisdiction to which the funds are allocated can assure that it can commit the HOME funds on IDIS prior to the recapture of the HOME funds by HUD and can meet the matching requirements. If the other Participating Jurisdictions are not able to disburse the funds to previously funded projects, the funds shall be disbursed through a competitive process to the Participating Jurisdictions and Lead Agency for HOME eligible projects. Any funds in the United States Treasury Account, established by HUD for the Consortium HOME funds, that are not committed within 24 months of the last day of the month in which HUD notifies the Lead Agency of HUD's execution of the HOME Investment Partnership Agreement will be recaptured by HUD.

**J. Administrative Set Aside.** As reflected below, each Participating Jurisdiction will be entitled to a percentage of the allowable HOME administrative set aside reflective of the HUD defined HOME Consortium Share, adjusted annually by HUD. The Participating Jurisdictions agree to provide a portion of their administrative fee to the Lead Agency. All administrative fees given to the Lead Agency shall be used to pay a portion of the administrative expenses of the entire HOME Consortium. Furthermore, Participating Jurisdictions agree to provide an additional portion of their administrative fee to the Government receiving the primary allocation each year.

| Participating Jurisdiction   | HOME Consortium Share      | % of HOME Admin set aside | % of Admin Set Aside allocated to the Lead Agency |
|--|----------------------------|---------------------------|---|
| City of Boulder  | Determined Annually by HUD | Determined Annually       | n/a   |
| City of Longmont   | Determined Annually by HUD | Determined Annually       | 15%   |
| Boulder County   | Determined Annually by HUD | Determined Annually       | 100%  |
| City and County of Broomfield                                      | Determined Annually by HUD | Determined Annually       | 100%  |
| CHDO   | 15%                        | Operating Only            | -   |
| Participating Jurisdiction receiving the annual primary allocation | -                          | 10% of project costs      | -   |

**K. Affirmatively Furthering Fair Housing.** The Participating Jurisdictions certify that they will affirmatively further fair housing with all distributed HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Participating Jurisdiction will be responsible for compliance with HUD regulations and, if applicable, for its own preparation and submission to HUD of the Impediments to Fair Housing Plan. The parties agree that the Lead Agency is prohibited from funding activities in or in support of a Participating Jurisdiction that does not affirmatively further fair housing within its jurisdiction or that impedes the Lead Agency's actions to comply with the Consortium's fair housing certification. The Participating Jurisdictions acknowledge that noncompliance by the Participating Jurisdictions may constitute noncompliance by the Lead Agency which may provide cause for funding sanctions or remedial actions by HUD.

**L. Citizen Participation.** The Participating Jurisdictions certify that they will, with the Lead Agency, develop and adhere to a Citizen Participation Plan, concerning the use of HOME funds and low-income housing needs.

**M. Program Income.** Program Income as defined at 24 CFR 92.2 generated by a Participating Jurisdiction will be held by each Participating Jurisdiction in a separate account specific to the HOME Program. Program Income received by a Participating Jurisdiction shall be retained by that Participating Jurisdiction for additional eligible activities. Program income must be disbursed before that Participating Jurisdiction requests funds from the Consortium. Appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency.

#### IV. LEAD AGENCY RESPONSIBILITIES

**A. Legal Liability and Responsibilities.** The parties hereto recognize and understand that the Lead Agency will be the governmental entity required to execute all grant agreements

received from HUD pursuant to the Lead Agency's request for HOME funds. The Lead Agency will thereby become and will be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Agency will be responsible for the Consortium's annual Action Plan or Five-Year Consolidated Plan with an annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration, and performance of the HOME Program, including the HOME projects and activities to be conducted by the Participating Jurisdictions. The Lead Agency assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the program, including requirements concerning a Consolidated Plan as set forth in the HOME regulations.

**B. Eligibility Review and Compliance Monitoring.** The Lead Agency's supervisory, program and administrative obligations to the Participating Jurisdictions shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Participating Jurisdictions and to provide monitoring to various projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations. The Lead Agency shall be responsible for determining eligibility and confirming the compliance of the HOME Program projects with applicable Federal laws and regulations.

**C. Reporting Requirements.** The Participating Jurisdictions will provide the Lead Agency with an annual HOME Program activity report of HOME funded projects. The Participating Jurisdictions will also, on a semi-annual reporting cycle, provide the Lead Agency with reports that capture and identify program income derived from the HOME funded activities.

## V. PARTICIPATING JURISDICTIONS' RESPONSIBILITIES

**A. Action Plan/Consolidated Plan Submissions.** The Participating Jurisdictions shall prepare and submit to the Lead Agency their own separate annual Action Plan for the CDBG Program, if applicable. The Participating Jurisdictions will submit their Action Plan and/or Consolidated Plan and/or information on proposed annual use of HOME funds, as applicable, to the Lead Agency within a time frame established by the Lead Agency to enable the Consortium's Annual Action or Consolidated Plan to be submitted as a joint submission to HUD.

The Participating Jurisdictions shall submit reporting information called for by the Citizen Participation Plan to Lead Agency staff for inclusion into the report or plan. The Participating Jurisdictions are also responsible for informing their citizens of the impact of and proposed use of HOME funds (and/or CDBG funds) within the Participating Jurisdictions' jurisdiction.

**B. Reporting Requirements.** The Participating Jurisdictions shall prepare and submit applicable information on the use of HOME funding to the Lead Agency for consolidation into the HOME report, the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, and federal cash transaction reports. the annual HOME Consolidated Action Plan Evaluation Report (CAPER) will be a joint effort with the Participating Jurisdictions providing information on their annual use of HOME funds as

applicable. The Participating Jurisdictions will also prepare and submit any other reporting requirements required by HUD.

**C. Lead Agency and Participating Jurisdiction Cooperation.** The Lead Agency shall cooperate and work with the Participating Jurisdictions in the preparation of detailed projects and other activities to be conducted or performed within the Participating Jurisdiction during the Federal Program Years this Agreement is in effect. The Participating Jurisdictions shall cooperate with the Lead Agency.

**D. Disallowed Expenditures.** The Participating Jurisdictions assume full responsibility for payment of HOME expenditures made in their jurisdictions that are disallowed by HUD.

## VI. SPECIAL PROVISIONS

**A. Indemnification.** Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, the parties do not waive nor intend to waive the limitations on liability which are provided to the parties under the Colorado Governmental Immunity Act § 24-10-101 *et seq.*, C.R.S., as amended.

**B. Compliance with the Act.** In the event that there is a revision of the Act and/or regulations that would cause this Agreement to be out of compliance with the Act or regulations, all parties to this Agreement shall review this Agreement to reasonably and in good faith renegotiate those items necessary to bring this Agreement into compliance.

All parties understand that the refusal to renegotiate this Agreement may result in the loss of the effective use of this Agreement as of the date it is out of compliance with the Act and/or Regulations as amended.

**C. Monitoring and Accounting.** The Lead Agency shall maintain financial, project, and other records and accounts for the Consortium in accordance with the requirements of the Act and regulations.

All Participating Jurisdictions agree to make available all records and accounts pertaining to HOME funded projects covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials.

**D. Other Applicable Laws.** All projects undertaken pursuant to this Agreement shall be subject to any relevant State statutes, home rule charter provisions, assessment, planning, zoning, sanitary and building laws, ordinances and regulations applicable to each Participating Jurisdiction or smaller municipality in which a project receiving HOME funds is situated.

**E. Amendments.** This Agreement is an integration of the entire understanding of the parties, and any amendment must be signed by the authorized representatives of the parties.

**F. Severability.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

**G. Financial Obligations of the Parties.** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party.



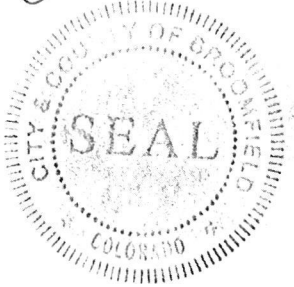
EXECUTED as of the date first set forth above.

City and County of Broomfield


  
\_\_\_\_\_  
Mayor

ATTEST:

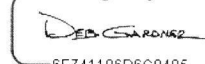
  
\_\_\_\_\_  
City and County Clerk



APPROVED AS TO FORM::

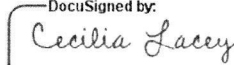
  
\_\_\_\_\_  
City and County Attorney - ASSISTANT

Boulder County Board of Commissioners

DocuSigned by:  


By: \_\_\_\_\_ Deb Gardner  
Vice Chair of the Board of County Commissioners

ATTEST:

DocuSigned by:  
  
A9048B42E8ED46B...

\_\_\_\_\_  
Clerk to the Board

03/21/2019

CITY OF LONGMONT:

[Signature]  
MAYOR



ATTEST:  
[Signature]  
CITY CLERK

4/24/19  
DATE

APPROVED AS TO FORM:

[Signature]  
ASSISTANT CITY ATTORNEY

4/12/19  
DATE

Cristi Campbell  
PROOFREAD

4/12/19  
DATE

APPROVED AS TO FORM AND SUBSTANCE:


[Signature]  
ORIGINATING DEPARTMENT

04.23.19  
DATE


CA File: 19-000178

EXECUTED as of the date first set forth above.

**CITY OF BOULDER**

  
\_\_\_\_\_  
Jane Brautigam,  
City Manager

ATTEST:

  
\_\_\_\_\_  
Lynnette Beck,  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney's Office

Date: 5-10-19

**RESOLUTION 1353**

**A RESOLUTION AUTHORIZING THE AMENDED AND RESTATED HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT; AND SETTING FORTH RELATED DETAILS**

**THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, HEREBY FINDS AND RECITES THAT:**

**WHEREAS**, the United States Government, through the National Affordable Housing Act of 1990, has established the HOME Investment Partnerships Act Program (“HOME” or “HOME Program”); and

**WHEREAS**, through the U.S. Department of Housing and Urban Development (“HUD”), the City of Boulder, the City of Longmont, Boulder County, and the City and County of Broomfield (the “Parties”) have formed a HOME Consortium to administer the HOME program as a Participating Jurisdiction; and the City of Boulder is authorized and designated as the Lead Entity of the HOME Consortium; and

**WHEREAS**, the Parties entered into a HOME Consortium Intergovernmental Agreement (“Intergovernmental Agreement”) dated May 13, 2019, to bring additional funds to the region for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

**WHEREAS**, the Parties agree to execute an Amended and Restated Boulder-Broomfield Regional HOME Intergovernmental Agreement to incorporate regulatory requirements and guidance provided by HUD and replace the Intergovernmental Agreement; and

**WHEREAS**, the Parties agree to cooperate to undertake or to assist in undertaking housing assistance activities for the HOME Program; and

**WHEREAS**, participation in the HOME Consortium will enhance cooperation between jurisdictions and will maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

**NOW THEREFORE, BASED ON THE FINDINGS MADE IN THIS RESOLUTION, ABOVE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOULDER, COLORADO, THAT:**

The City Council of Boulder, Colorado, authorizes the city manager to sign the Amended and Restated Boulder-Broomfield Regional HOME Consortium Intergovernmental Agreement and any future amendments, in substantially the same form now before the City Council.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2024.

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Aaron Brockett,  
Mayor

ATTEST:

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City Clerk

**AMENDED AND RESTATED  
BOULDER-BROOMFIELD REGIONAL  
HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT**

THIS AMENDED & RESTATED AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of September, 2024 by and between the City and County of Broomfield, Boulder County the City of Longmont, (each a “Consortium Member”, or collectively, the “Consortium Members”) and the City of Boulder, a Colorado home rule city, (the “Lead Entity”), to form a Consortium for the purpose of participating in the HOME Investment Partnerships Program (HOME) of the U.S. Department of Housing and Urban Development (HUD)

**RECITALS**

**WHEREAS**, the United States Government, through the National Affordable Housing Act of 1990, has established the HOME Investment Partnerships Act Program (“HOME” or “HOME Program”) and has designated the Boulder-Broomfield Regional HOME Consortium as a Participating Jurisdiction to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing, and to strengthen partnerships among all levels of government and the private sector; and

**WHEREAS**, Section 216 (2) of the Act, 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by the United States Department of Housing and Urban Development that the Lead Entity and Consortium Members are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

**WHEREAS**, the Lead Entity and Consortium Members recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower- income persons and families and the homeless in Boulder and Broomfield Counties and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and

**WHEREAS**, the Lead Entity desires to enter into an intergovernmental agreement with the Consortium Members to participate in a Consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

**WHEREAS**, the Lead Entity has elected to administer such federal funds for itself and the Consortium Members through its Department of Housing and Human Services; and

**WHEREAS**, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County originally entered into a HOME Consortium Intergovernmental Agreement dated June 27, 2006, to bring additional funds to the region for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

**WHEREAS**, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County most recently entered into a HOME Consortium Intergovernmental Agreement dated May 13, 2019; and

**WHEREAS**, the City of Boulder, the City of Longmont, the City and County of Broomfield, and Boulder County agree to enter into an Amended & Restated Agreement to amend and restate the HOME Consortium Intergovernmental Agreement executed May 13, 2019, to incorporate regulatory requirements and guidance provided by HUD.

**WHEREAS**, participation in the HOME Consortium enhances cooperation between jurisdictions and maximizes the use of resources available to local governments to affect the housing-related problems of lower-income people; and

**WHEREAS**, the Lead Entity and Consortium Members are authorized to enter into cooperative agreements pursuant to the Colorado Constitution, Article XIV § 18, and § 29-1-203, C.R.S.

**WHEREAS**, the Lead Entity and Consortium Members desire to enter into this Amended and Restated Intergovernmental Agreement to continue the HOME Consortium.

**NOW THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

## **I. DEFINITIONS**

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

“Act” means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 et seq.

“Consolidated Plan” is a HUD required document. It serves as a planning document for the Consortium and a funding application under the Community Planning and Development formula grant programs Community Development Block Grant (“CDBG”), and HOME Investment Partnerships Program (HOME).

“Consortium” means the Consortium Members and Lead Entity acting pursuant to this Amendment.



“Consortium Members” means the City of Longmont, the City and County of Broomfield, and Boulder County and the City of Boulder (Lead Entity).

“HUD” means the United States Department of Housing and Urban Development.

“IDIS” means the Integrated Disbursement Information System.

“Lead Entity” means the one-member unit of general local government designated to act in a representative capacity for itself and the Consortium Members for the purposes of implementing the HOME regulations. The Lead Entity shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR part 92.101, including requirements concerning a Consolidated Plan. The Lead Entity for the Consortium is the City of Boulder.

“Regulations” means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Parts 91 and 92, as amended.

## **II. PURPOSE**

The purpose of this Agreement is to form a consortium of units of general local government under the Act. The consortium of units will be known and referred to as the Boulder-Broomfield Regional HOME Consortium (the “Consortium”).

## **III. AGREEMENT**

**A. Term.** The term of this Agreement commences October 1, 2024, and ends on September 30, 2027. This Agreement shall remain in effect during the period necessary to complete all eligible activities funded during Federal Fiscal year 2025, 2026, and 2027. These three federal fiscal years comprise the Consortium’s qualification period, and the Consortium members are prohibited from withdrawing from the Agreement during this period. Pursuant to 24 CFR 92.101(e), no member of the Consortium may withdraw from this Agreement while this Agreement remains in effect.

The Lead Entity is authorized to amend the Agreement, to add new members, or to incorporate automatic renewal provisions, or for other reasons approved by HUD on behalf of the Consortium. The Lead Entity is authorized to execute future amendments to the Agreements on behalf of all Consortium Members.

This Agreement shall automatically be renewed for the Consortium’s participation in successive qualification periods of three Federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office. If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this Agreement, a copy of each amendment to this Agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this Agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods. The automatic renewal of the Agreement will be void if: the Lead Entity fails to notify a Consortium Member or the HUD field office as required under this automatic renewal provision; a new Consortium member is added for the first year of a new qualification period; or the Lead Entity fails to submit a copy of each amendment to this Agreement as required under this automatic renewal provision.

The Lead Entity shall provide a minimum of 30 days advance written notice to each Consortium Member of the program requirements to be in effect for subsequent Federal fiscal years or qualifying periods. Notice shall be sent by the Lead Entity to the following:

Director  
Boulder County Housing Division  
P.O. Box 471  
Boulder, CO 80306

Housing and Community Investment Manager  
Civic Center Complex  
350 Kimbark Street  
Longmont, CO 80501

Housing Program Manager  
City and County of Broomfield  
City Manager's Office  
One Descombes Drive  
Broomfield, CO 80020

**B. Termination.** This Agreement shall terminate if: (1) any one of the Consortium Members or the Lead Entity provides written notice of their decision not to participate in a subsequent three-year qualification period, or (2) the Lead Entity fails to adopt, and submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet "Cooperation Agreement Requirements" as prescribed by HUD in the Consortia Qualification Notice that is applicable to any subsequent qualification period beyond the original three-year term. The Lead Entity shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the Consortium Members in writing of their right not to participate in the Consortium. All Consortium Members that are members of the Consortium will be on the same program year (January 1 to December 31) for the Community Development Block Grant (CDBG), and HOME Investment Partnerships (HOME) grant programs. Notices to the Consortium Members shall be sent to the addresses above in Section III A. Notices to the Lead Entity shall be sent to: Deputy Director of Housing, City of Boulder Housing and Human Services, PO Box 791, Boulder, CO, 80306. In the event this Agreement is terminated its provisions must remain in effect until the

HOME funds from each of the Federal Fiscal Years of the qualification period are expended on eligible activities or returned to HUD.

**C. Termination Notices.** Termination notices, if any, shall be sent by any non-renewing Consortium Member to the Lead Entity.

**D. Execution.** This Agreement shall be executed by the appropriate officers of each Consortium Member and the Lead Entity pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing action and executed Agreement shall be filed promptly at the offices of the Lead Entity.

**E. Lead Entity.** Subject to the provisions of this Agreement, the Lead Entity is authorized to act in a representative capacity for all of the Consortium Members for the purpose of the Act, and the Lead Entity assumes overall responsibility for ensuring that the Consortium’s HOME Program is carried out in compliance with the Act including requirements concerning a Consolidated Plan.

**F. Consolidated Plan.** The Lead Entity and Consortium Members shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing funds proportionately to the annual funding percentage break down in Section III G of this Agreement for the development of the Consolidated Plan, by providing input to the Consolidated Plan, and by holding any required public meetings during the preparation of the Consolidated Plan. Each Consortium Member must fully approve each Consolidated Plan for such Consolidated Plan to be considered to be approved and ready for submission to HUD.

**G. Allocating HOME Program Funding.** The intention of the Consortium is to provide the majority of the annual HOME fund allocation to support a single project where possible. This annual allocation does not include the funds required to be set aside to support Community Housing Development Organization (“CHDO”) development activities (15 percent), the program administration portion (10 percent), or Broomfield’s annual allocation (13 percent). Funds will rotate to different Consortium Members each year with the exception of the City of Boulder which will receive allocations for two consecutive years. The proposed multi-year rotation cycle is intended to be comparable to the HOME Consortium shares set forth in the HUD HOME Consortium Builder or other HUD estimating tool. The estimated annual funding will be adjusted according to actual funding allocated by HUD.

Funds will generally rotate according to the following schedule:

| Consortium Members & Lead Entity | Year 1<br>and 5 | Year 2<br>and 6 | Year 3 | Year 4 |
|----------------------------------|-----------------|-----------------|--------|--------|
| City of Boulder (Lead Entity)    |                 |                 | X      | X      |
| City of Longmont                 | X               |                 |        |        |
| Boulder County                   |                 | X               |        |        |
| City and County of Broomfield*   | X               | X               | X      | X      |
| CHDO                             | X               | X               | X      | X      |

\*Broomfield is electing to maintain its annual allocation to support its ongoing Tenant Based Rental Assistance (TBRA) program.

Funding priority will be guided by the agreed upon schedule. Each Consortium Member is in line to receive an allocation.

There is an exception to having a fixed position in the fund rotation if a Consortium Member elects to receive an annual program allocation. While this election excludes the Consortium Member from a fixed position in the rotation, it does not eliminate the possibility of this Consortium Member being considered for the allocation when another project is not identified.

Provided that the goal of the annual rotation is to maximize the use of HOME funds, the intention is for the annual rotation to support one project. The identification of an eligible project will be determined by the Consortium Member scheduled to receive the funds. In the case where the Consortium Member is unable to identify a singular viable and eligible project within 12 months of execution of the HOME Agreement and has not committed all of its allocated HOME funds for a program year on the Integrated Disbursement Information System (“IDIS”), each Consortium Member will identify eligible HOME projects within their own jurisdictions that will be reviewed by the Consortium Member with the funds disbursed using a competitive process. This funding scenario includes the caveat that the Consortium Member(s) to which the funds are allocated can assure that it can commit the HOME funds on IDIS prior to the recapture of the HOME funds by HUD and can meet the matching requirements. If the other Consortium Members are not able to disburse the funds to previously funded projects, the funds shall be disbursed through a competitive process to the Consortium Members and Lead Entity for HOME eligible projects. Any funds in the United States Treasury Account, established by HUD for the Consortium HOME funds, that are not committed within 24 months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnerships Agreement will be recaptured by HUD.

It is the intent of the Consortium Members to meet the CHDO requirements jointly in the distribution of funds. Annually, the CHDO set aside allocation will be distributed based on the location of a CHOO-eligible project. Priority will be given to a CHOO project located in the Consortium Member receiving the primary allocation in each year. If that Participating Jurisdiction cannot identify a CHDO-eligible project within their geographic boundary(ies) that will meet the HOME requirements (timeliness, set aside, etc.), it will be the responsibility of all Consortium Members to seek non-profit agencies that are eligible to receive CHDO funds.

Potential HOME projects will be presented, reviewed, prioritized and selected jointly by the Consortium Members. Following approval by the Consortium Members, if a governing body exists in the jurisdiction receiving the HOME funding, the project(s) will be presented to the governing body for local approval. The City of Longmont Housing and Community Investment staff receives funding recommendations from two advisory groups with their City Council approving projects. The Broomfield County Commissioners approve projects located in the City and County of Broomfield. Projects located within the City of Boulder and unincorporated Boulder County will be reviewed and recommended by the City Manager- appointed Technical Review Group (as Boulder County has assigned this authority to Boulder). Following local approval where applicable, as the Lead Entity assigned the fiduciary responsibility of the HOME Consortium, the City of Boulder City Manager will approve all HOME funding allocations.

**H. Matching Funds.** Each Consortium Member and the Lead Entity shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that local government. As required by law, Consortium Members and Lead Entity allocations are subject to annual federal appropriations of HOME funds. No matching funds will be required from a Consortium Member that chooses not to participate for a particular program year.

All use of matching funds by Consortium Members must be reported to the Lead Entity, in a format to be determined by the Lead Entity, by the end of each Federal fiscal year of this Agreement.

**I. Distribution of HOME Funds.** Each Consortium Member will be responsible for deciding how to distribute its portion of HOME funds among eligible activities within its jurisdiction, subject to the HOME Program requirements for a 15 percent set aside of funds for CHDO activities. It is the intent of the Consortium Members to meet the CHDO requirements jointly in the distribution of funds. In addition, each jurisdiction may choose to allocate some or all of its portion of HOME funds for one or more projects outside its jurisdiction, but within the HOME Consortium boundaries, if the project is regional in scope and the jurisdiction determines that the project(s) benefits its residents.

If a Consortium Member has not committed all of its allocated HOME funds for a program year on the IDIS within 12 months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnerships Agreement containing the funds, the Lead Entity shall first allow the Consortium Member to reallocate the funds to another project in its region. If that is not possible, the Lead Entity shall then attempt to reallocate the HOME funds to projects already approved for funding by the other Consortium Members, either through a pro-rata share to the Consortium Members based on their normal funding allocation schedule set forth in Section IIIIG or for one or more distinct projects as nominated and approved by the Consortium members. Any of these funding scenarios are with the caveat that the Consortium Member to which the funds are allocated can assure that it can commit the HOME funds on IDIS prior to the recapture of the HOME funds by HUD and can meet the matching requirements. If the Consortium Members are not able to disburse the funds to previously funded projects, the funds shall be disbursed through a competitive process to the Consortium Members and Lead Entity for HOME eligible projects. Any funds in the United States Treasury Account, established by HUD for the Consortium HOME funds, that are not committed within 24 months of the last day of the month in which HUD notifies the Lead Entity of HUD's execution of the HOME Investment Partnerships Agreement will be recaptured by HUD.

**J. Administrative Set Aside.** As reflected below, each Consortium Member will be entitled to a percentage of the allowable HOME administrative set aside reflective of the HUD defined HOME Consortium Share, adjusted annually by HUD. The Consortium Members agree to provide a portion of their administrative fee to the Lead Entity. All administrative fees given to the Lead Entity shall be used to pay a portion of the administrative expenses of the entire HOME Consortium. Furthermore, each Consortium Member agrees to provide an additional portion of their administrative fee to the Government receiving the primary allocation each year.

| Consortium Members  | HOME Consortium Share      | % of HOME Admin set aside | % of Admin Set Aside allocated to the Lead Entity |
|---|----------------------------|---------------------------|---|
| City of Boulder   | Determined Annually by HUD | Determined Annually       | n/a   |
| City of Longmont  | Determined Annually by HUD | Determined Annually       | 15%   |
| Boulder County  | Determined Annually by HUD | Determined Annually       | 100%  |
| City and County of Broomfield                             | Determined Annually by HUD | Determined Annually       | 100%  |
| CHDO  | 15%                        | Operating Only            | -   |
| Consortium Member receiving the annual primary allocation | -                          | 10% of project costs      | -   |

**K. Affirmatively Furthering Fair Housing.** The Consortium Members certify that they will affirmatively further fair housing with all distributed HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Consortium Member will be responsible for compliance with HUD regulations and, if applicable, for its own preparation and submission to HUD of the Impediments to Fair Housing Plan. The parties agree that the Lead Entity is prohibited from funding activities in or in support of a Participating Jurisdiction that does not affirmatively further fair housing within its jurisdiction or that impedes the Lead Entity's actions to comply with the Consortium's fair housing certification. The Consortium Members acknowledge that noncompliance by the Consortium Members may constitute noncompliance by the Lead Entity which may provide cause for funding sanctions or remedial actions by HUD.

**L. Citizen Participation.** The Consortium Members certify that they will, with the Lead Entity, develop and adhere to a Citizen Participation Plan, concerning the use of HOME funds and low-income housing needs.

**M. Program Income.** Program Income as defined at 24 CFR 92.2 generated by a Consortium Member will be held by each Consortium Member in a separate account specific to the HOME Program. Program Income received by a Consortium Member shall be retained by that Consortium Member for additional eligible activities. Program income must be disbursed before that Consortium Member requests funds from the Consortium. Appropriate documentation of the receipt and use of program income will be provided to the Lead Entity in a format to be determined by the Lead Entity.

#### IV. LEAD ENTITY RESPONSIBILITIES

**A. Legal Liability and Responsibilities.** The parties recognize and understand that the Lead Entity will be the governmental entity required to execute all grant agreements received from HUD pursuant to the Lead Entity's request for HOME funds. The Lead Entity will be legally liable and have full responsibility for the execution of the HOME Program. The Lead Entity will be

responsible for the Consortium's annual Action Plan or Five-Year Consolidated Plan with an annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration, and performance of the HOME Program, including the HOME projects and activities to be conducted by the Consortium Members. The Lead Entity assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the program, including requirements concerning a Consolidated Plan as set forth in the HOME regulations.

**B. Eligibility Review and Compliance Monitoring.** The Lead Entity's supervisory, program and administrative obligations to the Consortium Members shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Consortium Members and to provide monitoring to various projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations. The Lead Entity shall be responsible for determining eligibility and confirming the compliance of the HOME Program projects with applicable Federal laws and regulations.

**C. Reporting Requirements.** The Consortium Members will provide the Lead Entity with an annual HOME Program activity report of HOME funded projects. The Consortium Members will also, on a quarterly reporting cycle, provide the Lead Entity with reports that capture and identify program income derived from the HOME funded activities.

## **V. CONSORTIUM MEMBERS' RESPONSIBILITIES**

**A. Action Plan/Consolidated Plan Submissions.** The Consortium Members shall prepare and submit to the Lead Entity their own separate annual Action Plan for the CDBG Program, if applicable. The Consortium Members will submit their Action Plan and/or Consolidated Plan and/or information on proposed annual use of HOME funds, as applicable, to the Lead Entity within a time frame established by the Lead Entity to enable the Consortium's Annual Action or Consolidated Plan to be submitted as a joint submission to HUD.

The Consortium Members shall submit reporting information called for by the Citizen Participation Plan to Lead Entity staff for inclusion into the report or plan. The Consortium Members are also responsible for informing their citizens of the impact of and proposed use of HOME funds (and/or CDBG funds) within the Consortium Members' jurisdiction.

**B. Reporting Requirements.** The Consortium Members shall prepare and submit applicable information on the use of HOME funding to the Lead Entity for consolidation into the HOME report, the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, and federal cash transaction reports. The annual HOME Consolidated Action Plan Evaluation Report (CAPER) will be a joint effort with the Consortium Members providing information on their annual use of HOME funds as applicable. The Consortium Members will also prepare and submit any other reporting requirements required by HUD.

**C. Lead Entity and Consortium Member Cooperation.** The Lead Entity shall cooperate and work with the Consortium Members in the preparation of detailed projects and other activities to be conducted or performed within the Consortium Member during the Federal Program Years this Agreement is in effect. The Consortium Members agree to cooperate with the Lead Entity to undertake or to assist in undertaking housing assistance activities for the HOME Program

**D. Disallowed Expenditures.** The Consortium Members assume full responsibility for payment of HOME expenditures made in their jurisdictions that are disallowed by HUD.

## **VI. SPECIAL PROVISIONS**

**A. Indemnification.** Each party assumes responsibility for the actions and omissions of its agents and its employees in the performance or failure to perform work under this Agreement. The parties agree that the liability for actions or omissions of its own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as may be amended. By agreeing to this provision, the parties do not waive nor intend to waive the limitations on liability which are provided to the parties under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S., as amended.

**B. Compliance with the Act.** In the event there is a revision of the Act and/or regulations that would cause this Agreement to be out of compliance with the Act or regulations, all parties to this Agreement shall review this Agreement to reasonably, and in good faith, renegotiate those items necessary to bring this Agreement into compliance.

All parties understand that the refusal to renegotiate this Agreement may result in the loss of the effective use of this Agreement as of the date it is out of compliance with the Act and/or Regulations as amended.

**C. Monitoring and Accounting.** The Lead Entity shall maintain financial, project, and other records and accounts for the Consortium in accordance with the requirements of the Act and regulations.

All Consortium Members agree to make available all records and accounts pertaining to HOME funded projects covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials.

**D. Other Applicable Laws.** All projects undertaken pursuant to this Agreement shall be subject to any relevant State statutes, home rule charter provisions, assessment, planning, zoning, sanitary and building laws, ordinances and regulations applicable to each Consortium Member or smaller municipality in which a project receiving HOME funds is situated.

**E. Authority to Amend Agreement.** The Lead Entity is authorized to amend the agreement, to add new members, or to incorporate automatic renewal provisions, or for other reasons approved by HUD on behalf of the entire consortium, unless otherwise specified in this agreement.



**F. Severability.** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.

**G. Financial Obligations of the Parties.** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligation, a pledge of the credit of either party, or a payment guarantee by either party to the other party.

EXECUTED as of the date first set forth above.

CITY AND COUNTY OF BROOMFIELD

\_\_\_\_\_  
Mayor

SEAL

ATTEST:

\_\_\_\_\_  
City Clerk, City and County of Broomfield

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City and County of Broomfield

Boulder County Board of Commissioners

By: \_\_\_\_\_  
Chair of the Board of County Commissioners

ATTEST:

\_\_\_\_\_  
Clerk to the Board

CITY OF LONGMONT

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
DATE

APPROVED AS TO FORM:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED AS TO FORM AND SUBSTANCE:

\_\_\_\_\_  
ORIGINATING DEPARTMENT

\_\_\_\_\_  
DATE

**CITY OF BOULDER,  
a Colorado home rule city**

\_\_\_\_\_  
Nuria Rivera-Vandermyde  
City Manager

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney's Office

Date: \_\_\_\_\_