

**INTERGOVERNMENTAL JOINT COOPERATION AGREEMENT
AND HOME CONSORTIUM AGREEMENT
BETWEEN ARAPAHOE COUNTY,
COLORADO AND
THE CITIES OF CENTENNIAL,
ENGLEWOOD, LITTLETON,
SHERIDAN, AND THE TOWN OF
DEER TRAIL, COLORADO
RELATING TO THE CONDUCT
OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
HOME INVESTMENT PARTNERSHIPS PROGRAM
FOR FEDERAL FISCAL YEARS 2025 THROUGH 2027**

THIS AGREEMENT is entered into and shall be effective as of October 1, 2024, by and between the Board of County Commissioners of Arapahoe County, Colorado (the "County"), a body corporate and politic of the State of Colorado, and the Cities of Centennial, Englewood, Littleton, Sheridan, and the Town of Deer Trail (collectively the "Municipalities" and individually the "Municipality"), municipal corporations of the State of Colorado located in Arapahoe County.

RECITALS

- A. In 1974 the U.S. Congress enacted the Housing and Community Development Act of 1974, as since amended (42 U.S.C. 5301 et seq.) ("HCDA"), permitting and providing for the participation of the United States government in a wide range of local housing and community development activities and programs under Title I of HCDA which activities and programs are administered by the U.S. Department of Housing and Urban Development ("HUD"); and the Home Investment Partnerships Program ("HOME") was enacted under Title II (42 U.S.C. 12701-12839) of the Cranston-Gonzalez National Affordable Housing Act ("NAHA") which activities and programs are administered by HUD;
- B. The primary objective of Title I of HCDA is the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income, and the primary objective of the HOME program is to expand the supply of decent, safe, sanitary and affordable housing for low- and moderate-income Americans. These objectives are to be accomplished by the federal government providing financial assistance pursuant to HCDA and NAHA in the form of Community Development Block Grant ("CDBG") funds and HOME funds to the state and local governments to be used in the conduct and administration of housing and community development activities and projects as contemplated by the primary objectives of the CDBG and HOME Programs;
- C. To implement the policies, objectives and other provision of HCDA and NAHA, HUD has issued rules and regulations governing the conduct of CDBG programs, published in 24 Code of Federal Regulations (CFR), Part 570, which regulations provide that a county may qualify

as an "Urban County", as defined in Section 570.3 of the regulations, and thereby become eligible to receive entitlement grants from HUD for the conduct of CDBG and HOME Programs as an Urban County and also in 24 CFR, Part 92, governing the HOME program, which regulations provide that an Urban County may form a consortium with a metropolitan city within the county, as outlined in Section 92.101, and that a metropolitan city that qualifies for a separate entitlement grant may be included as a part of the Urban County and HOME consortium by entering into a cooperation and consortium agreement with the Urban County in accordance with the requirements of 24 CFR Parts 92 and 570 (the "Regulations");

- D. The County has heretofore qualified under the Regulations as an "Urban County" and will receive CDBG and HOME funds from HUD by annual grant agreements, and the Municipalities located in the County will be included as a part of the County in its CDBG Programs and through the consortium will be able to participate in the HOME program;
- E. The City of Centennial is classified as a metropolitan city and qualifies for a separate entitlement grant that may be included as a part of the Urban County and HOME consortium by entering into a cooperation and consortium agreement with the Urban County in accordance with the requirements of the Regulations. The City of Centennial has been a part of the Urban County and HOME consortium for over ten years;
- F. In 1981, and again since then, HUD amended the Regulations, pursuant to amendments of HCDA, revising the qualification period for urban counties by providing that the qualifications by HUD of an Urban County and/or HOME consortium shall remain effective for three successive Federal fiscal years regardless of changes in its population during that period, except for failure of an Urban County to receive a grant during any year of that period, and also providing that during the three year period of qualification, no included city or other unit of general local government may withdraw or be removed from the Urban County or HOME consortium for HUD's grant computation purposes, but a non-participating city or other unit of general local government may be added to the Urban County during the second and third years of the three-year period; also, the HOME consortium may add members during the three year qualification period at the discretion of the lead entity through the execution of a consortium agreement;
- G. In 2024, the County now submit to HUD the required documentation to qualify as an Urban County, including the Consolidated Plan and the One Year Action Plan, pursuant to Section 570.307 of the regulations, so as to become eligible to receive annual CDBG and HOME funds for the next three Program Years from Federal Fiscal Years 2025, 2026, and 2027 appropriations, and if the Municipalities approve and authorize this agreement, an executed copy thereof will be included in the documentation for this ensuing period of qualification and, if the County qualifies, the Municipalities will thereby be included as a part of the Urban County and HOME consortium and be eligible to participate in the County's CDBG and HOME Programs for the next three Program Years;
- H. The County recognizes and understands that it does not have independent legal authority to conduct community development and housing assistance activities within the boundaries of the Municipalities and therefore, its ability to conduct the CDBG and HOME Program in the Municipalities is limited by the requirement that it must obtain permission from the Municipalities to perform activities therein, and accordingly, in order for the Municipalities to be considered a part of the Urban County and HOME consortium and be included in the

County's annual request to HUD for CDBG and HOME funds, it is required by the Regulations that the Municipalities and the County enter into a cooperation agreement (the "CDBG Agreements") whereby the Municipalities authorize the County to undertake or to assist in undertaking essential community renewal and lower-income housing assistance activities, as approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan within the Municipalities as may be specified in the "Consolidated Plan" to be submitted to HUD annually by the County to receive its annual CDBG and HOME entitlement grant;

- I. Under general provisions of Colorado law governing contracting between governmental entities and by virtue of specific authority granted in Part 2 of Article I of Title 29, C.R.S., any two or more political subdivisions of the state may enter into agreements with one another for joint cooperative action and any one or more political subdivisions may contract with another or with a legal or administrative entity created pursuant to that act to perform any governmental service, activity or undertaking which each political subdivision entering into the contract is authorized by law to perform; and
- J. Accordingly, the Parties hereto have determined that it will be mutually beneficial and in the public interest of all Parties to enter into this intergovernmental agreement regarding the conduct of the County's CDBG and HOME Programs.

THEREFORE, in consideration of the premises and cooperative actions contemplated hereunder, the Parties agree as follows:

1. By entering into this intergovernmental joint cooperation agreement with the County, the Municipalities shall be included as a part of Arapahoe County's CDBG urban county and HOME consortium for qualification and grant calculation purposes upon the qualification by HUD of the County to receive CDBG and HOME Program entitlements as an Urban County and HOME consortium for the next three successive Federal fiscal years: October 1, 2024 through September 30, 2025, October 1, 2025 through September 30, 2026, and October 1, 2026 through September 30, 2027.
2. As required by the Consolidated Plan final rule, 24 CFR part 91, the HOME consortium is on the same program year as the Urban County CDBG program, October 1 through September 30. As provided in Section 570.307 of the Regulations, the qualification of the County as an urban county shall remain effective for the next three successive Federal fiscal years, regardless of changes in its population during that period of time and the Parties agree that the Municipalities may not withdraw from nor be removed from inclusion in the Urban County for HUD's grant computation purposes during the period of qualification. As provided in Section 92.101 of the Regulations, the qualification of the County as a HOME consortium shall remain effective for three successive Federal fiscal years, regardless of changes in its population during that period of time and the Parties agree that the Municipalities may not withdraw from nor be removed from inclusion in the HOME consortium during the period of qualification.
3. A fully executed copy of this cooperation agreement, together with the approving resolutions of both the Municipalities and the County, shall be submitted to HUD by the County as part of its qualification documentation and the Municipalities do hereby give the County the

authority to carry out CDBG and HOME Program activities and projects which will be funded from annual CDBG and HOME funds from Federal fiscal years 2025, 2026, and 2027 appropriations and from any Program income generated from the expenditures of those funds.

4. The Municipalities and the County agree to, and shall cooperate in, the preparation of detailed CDBG and HOME Program activities and projects to be conducted or performed in the Municipalities during each of the three program years covered by the Agreement and these finalized activities and projects will be included in the County's Consolidated Plan and requests for funds for those program years. The Municipalities understand and agree, however, that the County shall have final responsibility for selecting the program activities and projects to be included in each annual grant request and project grant request and for filing the Consolidated Plan with HUD on an annual basis.
5. The Parties recognize and understand that the County, as a qualified HOME recipient and Urban County, will be the lead entity required to execute all grant agreements received from HUD pursuant to the County's annual request for CDBG and HOME Program funds and that as the lead entity it assumes overall responsibility for ensuring that the consortium's CDBG and HOME Program is carried out in compliance with the requirements of the CDBG and HOME program, including requirements concerning the Consolidated Plan. Further, the County, as lead entity, will to the extent required by HUD, be the responsible entity under such grant agreements for the overall administration and performance of the CDBG and HOME programs, including the projects and activities conducted within the Municipalities. Accordingly, the Municipalities agree that as to all projects and activities performed or conducted in the Municipalities under any HOME or CDBG grant agreement, which includes the Municipalities, that the County shall have the ultimate supervisory and administrative control.
6. The Municipalities shall cooperate fully with the County in all CDBG and HOME Program efforts planned and performed hereunder and does hereby allow and permit the County to undertake or assist in undertaking essential community development and housing assistance activities within the Municipalities as may be approved and authorized in the County's Agreements, including the Consolidated Plan. The Municipalities and the County also agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities, as approved and authorized between the parties in the CDBG and HOME Program Agreements, including the Consolidated Plan, as they may be planned and specified in the County's Consolidated Plan submitted annually to HUD for the three Program years specified herein and for such additional time as may be required for the expenditure of CDBG and HOME funds granted by the County for such activities.
7. The County, as the lead entity, is authorized to act in a representative capacity as the lead entity for all members of the consortium for the purposes of administering the HOME Program. The County will accept project recommendations for all HOME consortium members but reserves the right to make final funding decisions. No project within the boundaries of the Municipality will be considered for inclusion in the Consolidated Plan unless first approved by the Municipality.
8. The HOME funds may be accessed by the Municipalities in two ways; the Municipality may approve a project or activity, carried out by a third entity, as appropriate for the needs of the Municipality, and endorse the application, or the Municipality may originate a grant or loan

request on its own behalf for an eligible project or activity. If a Municipality applies for HOME funds itself, then the provisions in Paragraph 9 apply. For example, if a Municipality opts to create an eligible homeowner rehabilitation program, the Municipality would be subject to the same requirements as a subrecipient, including a written agreement. If a Municipality approves or endorses a third-party application, then the Municipality's continuing participation in the project or activity is not required.

9. Pursuant to 24 CFR 570.501(b) and 24 CFR 92.504, the Municipalities are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as set forth in 24 CFR 570.503 and 24 CFR 92.504.
10. The Municipalities understand that pursuant to Section 570.503 and Section 92.504 of the Regulations, it will be necessary for the Municipalities to enter into separate project agreements or sub-grants in writing with the County with respect to the actual conduct of the projects and activities approved for performance in the Municipalities for the three HOME and CDBG Program years covered by the cooperation agreement and that the funds designated in the County's Consolidated Plan for those projects and activities will also be funded to the Municipalities under those separate project agreements or sub-grants. Subject to the provisions of Paragraph 5 above, the Municipalities will administer and control the performance of the projects and activities specified in those separate project agreements, and will be responsible for the expenditure of the funds allocated for each such project or activity and will conduct and perform the projects and activities in compliance with the Regulations and all other applicable federal laws and requirements relating to the CDBG and/or HOME Programs. The Municipalities also understand and agree that they shall also comply with the requirements of Section 570.503 prior to disbursing any CDBG funds to any subrecipient of the Municipality.
11. All HOME and/or CDBG Program funds that are approved by HUD for expenditure under the County's grant agreements for the three Program years covered by this Agreement, including those that are identified for projects and activities in the Municipalities, will be budgeted and allocated to the specific projects and activities described and listed in the County's Consolidated Plan and One Year Action Plan to the Consolidated Plan submitted annually to HUD and those allocated funds shall be used and expended only for the projects or activities to which the funds are identified. No project or activity nor the amount allocated therefore may be changed, modified, substituted or deleted by the Municipalities with respect to any project of activity without the prior written approval of the County and the approval of HUD when that approval is required by the regulations.
12. The County is prohibited from funding activities that do not comply with HUD's policies and regulations concerning fair housing. The Municipalities agree not to take any actions pursuant to funding they receive under this Agreement that would result in the County being in noncompliance with its Fair Housing Certification. The Municipalities acknowledge that noncompliance by the Municipalities may constitute noncompliance by the County, which may provide cause for funding sanctions or other remedial actions by HUD. Urban County funding shall not be used for activities in, or in support of, any locality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's Fair Housing Certification. Each consortium member agrees to affirmatively further fair housing within its own jurisdiction.

13. During the period of performance of this Agreement, as provided in Paragraph 19 below, the Municipalities shall:
 - (a) Inform the County of any income generated by the expenditure of CDBG and/or HOME Program funds received by the Municipality;
 - (b) Pay over to the County any Program Income received by the Municipality, or retain and use that Program Income subject to, and in accordance with, the requirements and provisions of the separate HOME or CDBG project agreements that will be entered into between the Municipality and the County for the actual conduct of the HOME and/or CDBG Programs;
 - (c) Use any Program Income the Municipality is authorized by the County to retain only for eligible activities in accordance with all HOME and CDBG Program requirements as may then apply and as will be specifically provided for in the separate project agreements between the Municipality and the County;
 - (d) Keep appropriate records regarding the receipt of, use of, or disposition of all Program Income and make reports therein to the County as will be required under the separate project agreements between the Municipality and the County, and
 - (e) Pay over to the County any Program Income that may be on hand in the event of close-out or change in status of the Municipality of that may be received subsequent to the close-out or change in status as will be provided for in the separate project agreements mentioned above.

14. The separate project agreements or sub-grants that will be entered into between the County and the Municipalities for the conduct of the CDBG and HOME Programs, as mentioned and referred to elsewhere in this agreement, shall include provisions setting forth the standards which shall apply to any real property acquired or improved by the Municipalities, in whole or in part, using CDBG and HOME Program Funds. These standards will require the Municipalities to:
 - (a) Notify the County in a timely manner of any modification or change in the use of that property from that which was planned at the time of acquisition or improvement and this notice requirement shall include any disposition of such property.
 - (b) Reimburse the County in an amount equal to the current fair market value of property acquired or improved with CDBG or HOME funds (less any portion thereof attributable to expenditures of non-CDBG or HOME funds) that is sold or transferred for a use which does not qualify under the Regulations, and
 - (c) Pay over to the County any Program Income that is generated from the disposition or transfer of property either prior to, or subsequent to, any close-

out, change of status or termination of this cooperation agreement that is applicable.

15. The Municipalities, by execution of this agreement understand and agree that they may not apply for grants under the small cities or the State CDBG Programs for appropriations for fiscal years during the period in which they are participating in the Urban County's CDBG Program; and may not participate in a HOME consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation. The Municipalities (excluding Centennial) may only receive formula-allocated funds under the HOME program from the Urban County. The Municipality may, however, apply for State HOME funds. The County further understands that it may not seek CDBG funding from the State's CDBG program while participating in the Urban County's CDBG Program.
16. The City of Centennial joins the Urban County as a metropolitan city and, as such, agrees to the following special considerations:
 - (a) The grant amount shall be the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.
 - (b) A metropolitan city in a joint agreement with an urban county is treated the same way as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it may form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it may either form a HOME consortium with the county, or it may administer its HOME program on its own. The City of Centennial has chosen to form a HOME consortium with the County instead of administering its own HOME program.
 - (c) A metropolitan city and an urban county that each receives an allocation under ESG and are located within a geographic area that is covered by a single Continuum of Care (CoC) may jointly request the Secretary of HUD to permit the urban county or metropolitan city, as agreed to by such county and city, to receive and administer their combined allocations under a single grant.
17. The County may, in accordance with the applicable requirements of 24 C.F.R. Part 570, collect an administrative fee for the performance of its duties administering the CDBG program, pursuant to this agreement. In no event shall the administrative fee exceed twenty percent (20%) of the overall annual Municipality's CDBG allocation. The City of Centennial shall pay no more than eighteen percent (18%) as an administrative fee. In the event that the County's total actual administrative costs are less than 20% of the annual Municipality's CDBG allocation or 18 % in the case of the City of Centennial, the County shall notify the Municipality of the amount of any unused administrative fee, and the Municipality shall decide how to allocate or apply the unused administrative fees. The County may provide recommendations to the Municipality regarding the use of such unused administrative fees.

18. The County may, in accordance with the applicable requirements of 24 CFR Part 92, collect an administrative fee for the performance of its duties administering the HOME program, pursuant to this agreement.
19. The period of performance of this Agreement shall cover three HOME and CDBG Program years consisting of the County's 1st, 2nd, and 3rd Program years from this Agreement, beginning October 1, 2025, and ending September 30, 2028. The HOME and CDBG program years are the same, as is required. As stated herein, however, the Agreement is intended to cover activities to be carried out with annual CDBG and HOME funds from grant year 2025, 2026, and 2027 appropriations and shall be and remain in full force and effect for the three (3) year program period of Federal Fiscal Years 2025, 2026, and 2027, and until funds granted and program income received during the three (3) year program period are expended and the funded activities completed or the funds are returned to HUD. Neither the County nor the Municipalities may terminate, withdraw or be removed from the program during the three (3) year program period. During the three (3) Program years for which the County has qualified, the parties agree not to veto or otherwise obstruct the implementation of the approved Consolidated Plan during that three-year period and for such additional time as may be required for the expenditure of funds granted for that period.
20. The Agreement will renew automatically for participation in successive three-year Urban County qualification periods, unless a Municipality or the County provide written notice to the other party that it elects not to participate in a new qualification period. The terminating party shall send a copy of the notice of termination to the HUD field office by the date specified in HUD's Urban County Qualification Notice. The County will notify the Municipality in writing of the Municipality's right to make this election. A copy of the County's notification must be sent to the HUD field office by the date specified in the Urban County Qualification Notice. The County must notify the other party in writing of the election of its right not to participate. A copy of the notification must be sent to both the other party and the HUD Region 8 field office by the party electing not to participate. Notices and responses must be sent according to the schedule specified in HUD's HOME consortia qualification notice and the Urban County qualification notice for the next qualification period.
21. The County and Municipalities agree to adopt amendment(s) to the Agreement as may be required by HUD to meet any new Urban County Qualification requirement(s) for subsequent qualification cycles, when applicable. Failure by the Parties to adopt any such amendment, and to submit such amendment to HUD, will void the automatic renewal of such qualification period.
22. The County and Municipalities will comply with all federal laws and regulations specified in HUD's Urban County Notice. Pursuant to the provisions of 24 C.F.R. § 91.225 the County and the Municipalities shall take all actions necessary to comply with the Urban County's certification (under Section 104(b) of Title 1 of the Housing and Community Development Act of 1974, as amended) and the grant will be conducted and administered in conformity with:
 - Title VI of the Civil Rights Act of 1964 (and the implementing regulations at 24 CFR part 1)
 - The Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and implementing regulations at 24 CFR part 100, and the duty to affirmatively further fair housing

- (AFFH); and
- Section 109 of Title I of the Housing and Community Development Act of 1974, and the implementing regulations at 24 CFR part 6 which incorporates:
 - Section 504 of the Rehabilitation Act of 1973, and the implementing regulations at 24 CFR part 8
 - Title II of the American with Disabilities Act, and the implementing regulations at 24 CFR part 35;
 - The Age Discrimination Act of 1975, and the implementing regulations at 24 CFR part 146; and
 - Section 3 of the Housing and Urban Development Act of 1968
- Other applicable laws

Use of Urban County funds for activities in, or in support of, any cooperating Municipality that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's Fair Housing Certification shall be prohibited. Pursuant to 24 CFR 570.501(b), the Municipalities are subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

23. Because the Municipalities will be included as part of the Urban County and HOME consortium for the three Program/Federal fiscal Years covered by this Cooperation Agreement, they will do all things that are appropriate and required of them to comply with the applicable provisions of the grant agreements received by the County from HUD in which the Municipalities are included, and with the provisions of HCDA and NAHA and all Rules and Regulations, guidelines, circulars, and other requisites promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG and HOME Programs.
24. The County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, essential community renewal and lower-income housing assistance activities, as approved and authorized between the Parties in the CDBG Agreements, including the Consolidated Plan. *Parties to this Agreement understand and agree that they may not sell, trade, or otherwise transfer all or any portion of CDBG funds to a Metropolitan City, Urban County, unit of general local government, or insular area that directly or indirectly receives CDBG funds in exchange for any funds, credits or non-Federal considerations, but must use such funds for activities eligible under Title I of the Housing and Community Development Act of 1974, as amended.*
25. Pursuant to the provisions of 24 C.F.R. § 91.225 the Municipalities have adopted and are enforcing the following policies:
 - (a) *Prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations, and;*
 - (b) *Enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction.*

26. Any changes and modifications to this Agreement shall be made in writing and shall be executed by all Parties prior to the performance of any work or activity involved in the change and be approved by HUD, if necessary, to comply with the Regulations.
27. This Agreement may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.
28. The signatories represent that they are authorized to execute this Agreement on behalf of their governmental entity.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly authorized and executed by each on the date specified as follows:

BOARD OF COUNTY COMMISSIONERS OF
ARAPAHOE COUNTY, COLORADO

By: _____
Katherine Smith, Community Resources Director, on behalf of the Board of County Commissioners
Pursuant to Resolution No. 24-077

CITY OF CENTENNIAL, COLORADO

By: _____
City of Centennial

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk or Deputy City Clerk

TOWN OF DEER TRAIL, COLORADO

By: _____
Town of Deer Trail

Approved as to Form: _____
Town Attorney

Attest: _____
Town Clerk or Deputy Town Clerk

CITY OF ENGLEWOOD, COLORADO

By: _____
City of Englewood

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk or Deputy City Clerk

CITY OF LITTLETON, COLORADO

By: _____
City of Littleton

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk or Deputy City Clerk

CITY OF SHERIDAN, COLORADO

By: _____
City of Sheridan

Approved as to Form: _____
City Attorney

Attest: _____
City Clerk or Deputy City Clerk