

MEMORANDUM OF UNDERSTANDING

For the Administration of the Minor Home Repair Program

Adams County ("County") is qualified as an "Urban County" for purposes of requesting and receiving Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD"). The City of Brighton ("City") is considered part of that Urban County and has entered into an Intergovernmental Agreement (IGA) that indicates the County methodology for the annual allocation of CDBG funds for its Urban County members.

The purpose of this Memorandum of Understanding (MOU) is to outline the responsibilities between the County and the City for the successful administration of the Minor Home Repair (MHR) Program within the City's boundaries, when applied for and approved through the County's CDBG application process. The MHR Program provides grants to low- and moderate-income homeowners for essential home repairs to ensure decent, safe and sanitary conditions.

The County allocates funding to operate an MHR Program on an as-needed, annual basis as part of its Annual Action Plan (AAP). The AAP is approved each year by HUD and is based on the proposed activities to be completed within the Program Year (PY) with HUD's CDBG allocations. The City has the option to determine, in its sole discretion, whether to fund the MHR Program with the City's CDBG allocation, or identify the MHR program as a contingency project to receive remaining funding should their primary project(s) have funds remaining after completion. The City is not required to participate in the MHR program.

The County functionally operates and administers the MHR program. To adequately fund the cost of program administration, the City and the County have agreed that the County will retain at most 10% of the CDBG funds that the City wants to allocate to the MHR program for Activity Delivery Costs. Activity Delivery Costs are used to administer the MHR Program as outlined below.

City of Brighton

The City will:

1. Determine on an annual basis whether it desires to participate in the MHR Program, and if so, notify the County of the amount of the City's annual allocation that the City would like to assign to the MHR Program through the County's application process.
2. Promote the MHR Program to its residents.
3. Serve as a secondary resource for potential MHR Program grant applicants in the City.

Adams County

The County will:

1. Notify the City of its annual allocation of CDBG funds and the CDBG application cycle.

2. Process CDBG applications, MOUs, and AAPs related to the City's annual CDBG allocation.
3. Serve as the primary resource for potential MHR Program applicants in the City.
4. Accept and review MHR Program applications from residents for completeness. For an application to be considered complete, the following shall be required, but not limited to:
 - a. Completed, signed, and dated application form;
 - b. All documents necessary to verify income including, as applicable, prior years' income tax return for all working household members (18 years of age and older), current paycheck stubs, and other income information, benefit award letters, etc.;
 - c. Recent bank statements for all savings and checking accounts;
 - d. Mortgage documents and/or verification of home ownership;
 - e. Proof that property taxes are paid and current; and
 - f. Scope of proposed repairs.
5. Determine the eligibility of the applicant/property for the MHR Program. A determination of eligibility shall be granted if all the following criteria are met, but not limited to:
 - a. The property is an owner-occupied housing unit;
 - b. The property is located within the legal boundaries of the City to which the CDBG funds are allocated;
 - c. The total household gross income does not exceed 80% of the area median income (AMI) as provided by HUD on an annual basis;
 - d. An occupant has a clear title to the home;
 - e. The property taxes are paid in full;
 - f. The applicant has not participated in other MHR Programs funded by CDBG dollars awarded to the County in the past five (5) years, unless extenuating circumstances exist.
6. Upon receipt of an eligible MHR Program application, the County shall conduct the remainder of the necessary procedures to implement the program and complete each request for the administration of the program, including, as applicable:
 - a. Contractor walkthrough;
 - b. Environmental review record;
 - c. Determine eligible repairs and create a work write up;
 - d. Bid process;
 - e. Award repairs to selected, eligible contractor;
 - f. Provide the Notice to Proceed;
 - g. Review and approval of supporting documentation of work completed;
 - h. Payment to contractor;
 - i. Quarterly reporting to City;
 - j. Final reporting to HUD;

7. The County shall be responsible for the acts and omissions of its agents, employees, consultants and subcontractors; and
8. The County shall be responsible for coordinating all of the duties required to complete the work write up, including all work to be performed by contractors.
9. If a determination of ineligibility is made, the County shall provide written notice of its determination to the applicant. Similarly, if an eligible applicant is not served by the MHR Program due to conflicts with the policies of the MHR Program, the County shall provide written notice of the decision not to serve. The County will provide all documentation associated with these actions to the City, as requested.
10. The County shall retain a copy of all relevant, non-protected documents received or created in conjunction with the administration of the MHR Program in accordance to the County's record retention policy.

This MOU is intended to contain the understanding of the parties regarding their responsibilities in administering the MHR Program and the responsibilities outlined herein may not be modified or amended except by an agreement in writing signed by the parties.

Termination and Damages:

1. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
2. Upon termination, the County shall be entitled to deduct the cost of any services actually performed on any project undertaken with the MHR Program from the City's CDBG allocation for that PY, and shall provide the City with a cost breakdown of those cost deductions.
3. Upon termination and in accordance with the terms of the CDBG IGA, the remaining allocated balance of funds may, at the City's request, be reallocated to another program or project with the County's consent, which consent shall not be unreasonably withheld.

Effective Date:

This MOU shall be effective from the date of execution by the Board of County Commissioners.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed as of the day and year hereinabove set forth.

ATTEST:

ADAMS COUNTY

BY: _____
ADAMS COUNTY, CO

BY: _____
CHAIR

DATE: _____

APPROVED AS TO FORM:

BY: _____
COUNTY ATTORNEY'S OFFICE

ATTEST:

CITY OF BRIGHTON

BY: _____
CITY CLERK

BY: _____
CITY MANAGER

DATE: _____

APPROVED AS TO FORM:

BY: _____
CITY ATTORNEY'S OFFICE