

## 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 County allocates funding to operate a Minor Home Repair (MHR) Program on an annual basis as part of its Annual Action Plan (AAP). The AAP is approved annually by HUD and is based on the proposed activities to be completed within the Program Year (PY) with HUD’s CDBG allocations.

For each PY, the County will notify the City of its annual allocation and, if the City determines, in its sole discretion, to participate in the MHR Program, the City will apply for CDBG funds describing in detail how those funds will be spent within the grant cycle based on each year’s specific allotment.

The City applied, through the County’s CDBG Application, to use its CDBG allocation to fund its MHR Program, which will be administered by the County. The City and the County have agreed that the County will retain at most 20% of the CDBG allocation for Activity Delivery Costs. Activity Delivery Costs are used to administer the MHR Program as outlined below.

The MHR Program provides grants to very low to moderate income homeowners for essential home repairs to ensure decent, safe and sanitary conditions. 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 MHR Program within the City’s boundaries, when applied for and approved through the County’s CDBG application process. Under this MOU the MHR Program will be functionally operated by Adams County staff.

#### **City of Brighton**

The City will:

1. Determine on an annual basis whether it desires to participate in the MHR Program, and if so, apply for CDBG funding for that year for any proposed projects, including the MHR Program, in accordance to the County’s application process and Urban County allocations.
2. Market the MHR Program to its residents to the extent that it believes appropriate.
3. Serve as a secondary resource for potential MHR Program grant applicants in the City.

#### **Adams County**

The County will (through the Adams County Community Development Division):

1. Notify the City of its annual allocation of CDBG funds and the CDBG application cycle.
2. Process CDBG applications, MOU’s, and AAP’s 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 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 family 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 verification of mortgage;
  - e. Proof of homeowner's insurance;
  - f. Proof that real estate taxes are paid and current; and
  - g. 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. The owner has a clear title to the home;
  - e. The property taxes are paid in full;
  - f. Proof of insurance has been provided;
  - g. The homeowner has not participated in other MHR Programs funded by CDBG dollars awarded to the County in the past five (5) years;
  - h. The homeowner must be identified on the title for at least one year prior to the date of the MHR application unless special circumstances are identified and approved by ACCD; and
  - i. All manufactured and mobile homes must meet the National Manufactured Home Construction and Safety Standards as identified by the HUD certification label mounted in each unit (constructed after June 15, 1976).
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 scope of work;
  - d. Bid process;
  - e. Award repairs to selected contractor;
  - f. Notice to proceed;
  - g. Selected contractor to obtain permits (if applicable);
  - h. Review and approval of supporting documentation of work completed;
  - i. Payment to contractor;
  - j. Quarterly reporting to City;
  - k. Final MHR reporting to City;
  - l. Final reporting to HUD;
  - m. The County shall be responsible for the acts and omissions of its agents, employees, consultants and subcontractors; and
  - n. The County shall be responsible for coordinating all of the duties required to complete the scope of work, including all work to be performed by its subcontractors.

7. 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 moving, ineligible repairs, or another reason, 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.
8. The County shall retain a copy of all relevant 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:** \_\_\_\_\_

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

**DATE:** \_\_\_\_\_

**APPROVED AS TO FORM:**

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