

FIRST AMENDMENT TO AMENDED AND RESTATED INTERGOVERNMENTAL
AGREEMENT REGARDING THE COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FOR FISCAL YEAR 2006
ADMINISTERED BY THE U.S. DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

THIS FIRST AMENDMENT, dated for reference purposes only this 7th day of July, 2015, by and between the Board of County Commissioners of the County of Douglas, State of Colorado (“County”), and the Town of Castle Rock (“Town”), located in Douglas County, State of Colorado.

RECITALS

WHEREAS, the parties entered into the Amended and Restated Intergovernmental Agreement Regarding the Community Development Block Grant Program for Fiscal Year 2006 Administered by the U.S. Department of Housing and Urban Development dated January 17, 2006 (the “Agreement”); and

WHEREAS, the County and the Town have agreed that entering into an Intergovernmental Agreement qualifies the County as an Urban County entitling the County and Town to receive Community Development Block Grant (“CDBG”) funds to conduct and administer housing and community development activities and projects; and

WHEREAS, the United States Office of Management and Budget issued new final guidance on administrative requirements, cost principles, and audit requirements which is codified in 2 C.F.R. Part 200; and

WHEREAS, the United States Department of Housing and Urban Development (“HUD”) revised the requirements for cooperation agreements and a new requirement was added in the Transportation, Housing and Urban Development, and related Agencies Appropriations Act, 2014, Pub. L. 113-76; and

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein, the parties hereby agree to amend the Agreement as follows:

1. The second paragraph in Section III.A. “Federal Compliance” shall be amended and restated as follows:

“More specifically, the Town and the County agree to take all required actions to comply with all applicable federal laws and regulations, as amended from time to time, including but not limited to: the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, Title VI of the Civil Rights Act of 1964, Uniform Federal Accessibility Standards, Residential Lead-Based Paint Hazard Reduction Act of 1992, 24 C.F.R. Part 85 of HUD’s Uniform Administrative

Requirement for Grants and Cooperative Agreements, 24 C.F.R. Part 570, Subpart K, Lead-Based Paint Regulations (24 C.F.R. Part 35, 24 C.F.R. § 570.608, 24 C.F.R. § 982.401), 2 C.F.R. Part 2400, and 2 C.F.R. Part 200. Additionally, in accordance with the regulations, no employee, official, agent, or consultant of the Town shall exercise any function or responsibility in which a conflict of interest, real or apparent, would arise.”

2. A second paragraph shall be added to Section III. D. “Fair “Housing” of the Agreement which states:

“The County and the Town shall take all actions necessary to assure compliance with the urban county's certification under section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. The County and Town shall comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975 and all other applicable laws. Urban county funding shall not be used for activities in, or in support of, the City if such entity does not affirmatively further fair housing within its own jurisdiction or the City impedes the county's actions to comply with the county's fair housing certification.”

3. A new Section III. G. shall be added to the Agreement which states:

“A unit of general local government may not sell, trade, or otherwise transfer all or any portion of any CDBG funds to a metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other 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.”

4. All other terms and conditions of the Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the 7th day of July, 2015.

[Signature Pages Follow]

BOARD OF COUNTY COMMISSIONERS
COUNTY OF DOUGLAS, COLORADO

ATTEST:

Jill E. Repella, Chair

Melissa Pelletier, Deputy Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

Douglas J. DeBord
County Manager

Meredith P. Van Horn
Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

TOWN OF CASTLE ROCK

By: _____
Paul Donahue, Mayor

ATTEST:

Sally Misare, Town Clerk

APPROVED AS TO FORM:

Robert J. Slentz, Town Attorney