

Date: 6/5/2024

WHEREAS, the County of Huerfano has approved an application to the Colorado Department of Local Affairs/Division of Housing for funds for CDBG Funded Single Family Owner Occupied Housing Rehabilitation; and

WHEREAS, the County of Huerfano certifies by

- Board Resolution   
  Bylaws   
  Policy   
  Other: Subrecipient Agreement  
 (please attach backup documentation)

that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the County of Huerfano

John Galusha Name of Authorized Signatory  
Chairman, Board of County Commissioners  
 Title  
 \_\_\_\_\_ Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Brian Blasi, Executive Director, an agent of Huerfano Las Animas Area Council of Governments dba South Central Council of Governments for the purpose of authorizing and signing:

X	Payment Requests
X	Quarterly Financial Status Reports
X	Quarterly Project Performance Reports
X	Monitoring Documents
X	Other

*DOH Asset Manager will complete the following*

The above designation will commence on the date of this statement and will apply for the duration of the Contract(s):

Contract Encumbrance Number or Reference
•
•
•

Date: 6/5/2024

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that the person named below has full signatory authority in regard to all contracts and corresponding documents associated with agreements entered into by the County of Huerfano

John Galusha Name of Authorized Signatory  
Chairman, Board of County Commissioners  
 Title  
 \_\_\_\_\_ Signature

Furthermore, if applicable, this statement certifies and hereafter delegates Brenda Poe, Housing Director, an agent of Huerfano Las Animas Area Council of Governments dba South Central Council of Governments for the purpose of authorizing and signing:

X	Payment Requests
X	Quarterly Financial Status Reports
X	Quarterly Project Performance Reports
X	Monitoring Documents
X	Other

*DOH Asset Manager will complete the following*

The above designation will commence on the date of this statement and will apply for the duration of the Contract(s):

Contract Encumbrance Number or Reference
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## ATTACHMENT I

### INTERGOVERNMENTAL AGREEMENT FOR COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT

THIS AGREEMENT, made this 17 day of June, 2009, by and among the following:

**Las Animas County, Colorado, acting by its Board of County Commissioners**

**Huerfano County, Colorado, acting by its Board of County Commissioners.**

**WHEREAS**, the parties to this Agreement have the authority pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et. seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually.

**WHEREAS**, the parties to this Agreement desire to cooperate in developing and carrying out Community Development Block Grant (CDBG) projects, to purpose of which are to:

- A) Provide assistance to qualified individuals/households within the bi-county area of Las Animas and Huerfano Counties, for housing rehabilitation grants, loans, and essential repairs, to low/moderate income persons in the Las Animas County and Huerfano County in accordance with rules and regulations set out by the U.S. Department of Housing & Urban Development.
- B) Provide assistance to qualified individuals/households within the bi-county area of Las Animas and Huerfano Counties, for down payment assistance to low/moderate income individuals/households in accordance with rules and regulations set out by the U.S. Department of Housing & Urban Development.

**NOW, THEREFORE**, the parties hereby mutually agree as follows:

1. Designation of Lead Party

- A. Huerfano County shall act as the lead parting in developing and carrying out the Bi-county Housing Rehabilitation Program project.

B. Las Animas County shall act as the lead party in developing and carrying out the Bi-county Down Payment Assistance Program project.

2. Responsibilities of Lead Parties.

A. Bi-county Housing Rehabilitation Program.

In its capacity as lead party, Huerfano County shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds for the Bi-county Housing Rehabilitation Program and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record-keeping and other requirements of the CDBG program contained in the Application Statement of Assurances and Certifications, and in the grant contract with the State, except those specified in paragraph 3, hereunder.

B. Bi-county Down Payment Assistance Program.

In its capacity as lead party, Las Animas County shall be the lead jurisdiction in making application to the State Department of Local Affairs (State) for CDBG funds for the Bi-county Down Payment Assistance Program and shall be the grantee of the State for such funds, if awarded. As the grantee of the State, it shall be fully and solely responsible to the other parties to this Agreement for compliance with all financial management, environmental review, labor standards, civil rights, record-keeping and other requirements of the CDBG program contained in the Application Statement of Assurances and Certifications, and in the grant contract with the State, except those specified in paragraph 3, hereunder.

3. Responsibilities of All Parties.

Each party to this Agreement shall be individually responsible for compliance with the following requirements of the CDBG program:

- a) adopting a required Citizens Participation Plan, and providing to its citizens information and opportunities to comment as required by the State in developing an application and subsequently changing project activities;

- b) identifying its community development and housing needs, including the needs of low and moderate income persons, and the activities to be undertaken to meet such needs; and
- c) adopting a required Anti-displacement and Relocation Plan which calls for replacement of demolished or converted low/moderate income housing units and provision of necessary relocation assistance; and
- d) taking actions to affirmatively further fair housing.

Furthermore, each party shall provide documentation the designated lead party demonstrating its compliance with the requirements specified in the paragraph 3, and each lead party shall retain such documentation and other required records and documents for the period of time specified by the State.

#### 4. Contracting.

Huerfano County, as lead party for the Bi-county Housing Rehabilitation Program shall contract with the South Central Council of Governments, or with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by Huerfano County under this Agreement and its grant contract with the State.

Las Animas County, as lead party for the Bi-county Down Payment Assistance Program shall contract with the South Central Council of Governments, or with other eligible individuals or entities to carry out all or any portion of the responsibilities assumed by Huerfano County under this Agreement and its grant contract with the State.

#### 5. Term of Agreement

This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing CDBG funding for said project or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in this Agreement six months after providing written notice of such termination to the other parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements for completing the project.

6. Modification and Changes.

The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first above written.

**Bi-county Housing Rehabilitation Program**

Huerfano County, Colorado  
(Lead Party)

[Signature]  
By

[Signature]  
Position

Las Animas County, Colorado  
(Party)

[Signature]  
By

Chairman  
Position

**Bi-county Down Payment Assistance Program**

Las Animas County, Colorado  
(Lead Party)

[Signature]  
By

Chairman  
Position

Huerfano County, Colorado  
(Party)

[Signature]  
By

[Signature]  
Position

**ATTACHMENT K  
SUBRECIPIENT AGREEMENT**

THIS AGREEMENT, made this 17 of June, 2009, by and among the following:

Huerfano County, as lead party of South Central Council of Governments

WHEREAS, the parties to this agreement desire to cooperate in developing and carrying out various housing projects.

NOW THEREFORE, the parties hereby mutually agree as follows:

- Responsibilities. The responsibilities of the lead party as outlined in any and all grant contracts entered into by the Huerfano County as lead party for the South Central Council of Governments shall be assumed by the South Central Council of Governments from the Huerfano County. These responsibilities include compliance with all financial management, environmental review, labor standards, civil rights, record keeping, reporting and other requirements of the entity providing the grant funds.
- Subrecipient. The South Central Council of Governments shall be designated a subrecipient of (local government agency) for grant funds under this Agreement.
- Term of Agreement. This Agreement shall remain in full force and effect for so long as the parties to this Agreement are pursuing funding for said proposed project, or, if awarded, carrying out such project activities. Any party to this Agreement may, however, terminate its participation in the Agreement six months after providing written notice of such termination to the other party of this Agreement. This Agreement may be terminated at any time by agreement by both parties to this Agreement unless a grant contract is in effect with the State. In this case, the State must approve such termination and arrangements must be made for completing the project.
- Auditing and Reporting. The South Central Council of Governments shall provide Huerfano County with an annual audit report as well as all reports submitted to grant funding sources.
- Program Income. If the program income is a result of your Homebuyer Assistance Program, per federal HOME requirements and by contractual agreement with the Colorado Division of Housing, Grantee/ Subgrantee you may only use the program income received for continuing the Homebuyer Assistance Program. These funds are also subject to the Colorado Division of Housing Revolving Loan Fund (RLF) Policies, Guidelines and Procedures Revolving Loan Fund Guidelines (5/1/99) (AGENCIES HAVING HBA RLFs) (if applicable)  
If the program income is a result of funding for a Single-Family Owner-Occupied Rehabilitation Revolving Loan Fund, the funds must be applied toward continuing existing program activities. These funds retain all the HOME Program requirements; the funds must be returned to the grantee's Revolving Loan Fund (RLF); and, are subject to the Colorado Division of Housing Revolving Loan Fund (RLF) Policies, Guidelines and Procedures Revolving Loan Fund Guidelines (5/1/99). (AGENCIES HAVING SFOO RLFs) (if applicable)
- Modifications and Changes. The terms of this Agreement may be modified or changed at any time by agreement of all parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above.

Huerfano County

By [Signature]

Position [Signature]

ATTEST: [Signature]

Huerfano Co. Clerk & Recorder

South Central Council of Governments

By [Signature]

Position Executive Director

ATTEST: [Signature]

