

**RECIPIENT CONTRACT FOR CITY OF FORT COLLINS
AFFORDABLE HOUSING FUND MONIES**

THIS RECIPIENT CONTRACT ("Contract") is entered into by and between THE CITY OF FORT COLLINS, COLORADO, a municipal corporation (hereinafter referred to as "the City") and **TURNING POINT CENTER FOR YOUTH AND FAMILY DEVELOPMENT, INC.**, a Colorado nonprofit corporation, (hereinafter referred to as "the Recipient"), and shall be effective on the date last signed below.

WITNESSETH:

WHEREAS, the City, through its Affordable Housing Fund, desires to be a financial partner with developers of local affordable housing, where feasible; and

WHEREAS, the City desires to also assist local non-profit agencies providing other forms of shelter or temporary housing, such as Turning Point's residential treatment facilities for youth; and

WHEREAS, the City desires to use funding opportunities to help bring related properties and amenities into ADA compliance, whenever possible; and

WHEREAS, the City wishes to engage the Recipient to assist the City in utilizing such funds.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

1. Scope of Services/Performance Monitoring.

- A. The Recipient will purchase and install an outdoor wheelchair lift (the "Project") at 614 Mathews Street (the "Project Property") as described in **Exhibit A**. The Scope of Services to be rendered by the Recipient as a condition of receiving funds for the Project pursuant to this Contract is attached as **Exhibit A** hereto and made a part of this Contract. Recipient agrees to perform the work described in **Exhibit A**, Scope of Services, in compliance with all provisions of this Contract. Recipient warrants and represents that it has the requisite authority and capacity to perform all of Recipient's obligations hereunder.
- B. The City will monitor the performance of the Recipient against goals and performance standards required herein. Substandard performance as determined by the City will constitute non-compliance with this Contract. If the Recipient does not take action to correct such substandard performance is not taken by the Recipient within a reasonable period of time after being notified by the City, the City may initiate contract suspension or termination procedures.

2. Time of Performance/Term of Contract.

The Project shall commence upon the full and proper execution of this Contract and shall be completed on or before October 31, 2014. However, the Project time of Performance may be extended

by letter, subject to mutual agreement of the City and the Recipient. To initiate this process, the Recipient shall submit a written request to the City at least sixty (60) days prior to October 31, 2014 and shall include a full justification for the extension request. Except as provided in Section 22 below, this Contract shall be in effect until the loan is repaid or forgiven in accordance with the terms of the Promissory Note required by this Contract. The City's obligation to provide funding under this Contract shall be from August 1, 2014 to October 31, 2014 and shall be contingent upon full compliance by Recipient with all terms and conditions set forth herein.

3. Payment/Repayment of Funds.

If the Recipient is not in default hereunder, and the Contract and Scope of Services are eligible expenditures of Affordable Housing Fund monies, the City will pay the Recipient Affordable Housing Fund monies of **EIGHT THOUSAND DOLLARS (\$8,000)** upon presentation of invoices which Recipient certified are true and correct copies of payments due on behalf of the Recipient, for an activity covered by this Contract and made in accordance and compliance with the Scope of Services. In no event shall the City's obligation to make payment to the Recipient hereunder exceed **EIGHT THOUSAND DOLLARS (\$8,000)**. Payments may be made once a month in cases covering reimbursement for operation costs, otherwise upon presentation of vouchers accompanied by invoices or receipts showing date paid. Payment may be suspended by the City in the event of a default by Recipient.

The funds provided under this Contract shall constitute a loan to the Recipient that will be due in full, along with five percent simple interest on the principal, in any of the following circumstances: (a) the City determines that the Recipient or a subrecipient committed fraud, deceit or misrepresentation in obtaining funding; (b) in the event of a default by the Recipient under this Contract, or (c) if the Recipient sells or transfers the Project Property in less than five years from the date of the Promissory Note required under this Contract

4. Environmental Conditions.

When applicable, no funds shall be obligated or expended until an Environmental Review is completed and submitted to the City of Fort Collins for review and the City has notified Recipient that the City concurs with the Environmental Review. The Recipient agrees to comply with all environmental or public health related laws or regulations, insofar as they apply to the performance of this Contract, including but not limited to: the Clear Air Act, 42 U.S.C., 1857, et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; the Environmental Protection Agency (EPA) regulations pursuant to 40 CFR, Part 50, as amended; the National Environmental Policy Act of 1969; and the Flood Disaster Protection Act of 1973.

6. Notices.

Notices required to be given under this Contract shall be hand delivered or sent by U.S. Mail or overnight commercial courier and addressed as follows:

If to the City:

Funding Allocation Process
Social Sustainability Department
City of Fort Collins
P.O. Box 580
Fort Collins, CO 80522-0580

If to the Recipient:

Executive Director
Turning Point Center for Youth and Family
Development, Inc.
1644 South College Avenue
Fort Collins, CO 80525

7. Compliance with Laws.

The Recipient, in performance of this Contract, agrees to comply with all applicable Federal, State and local laws and ordinances, and other policies, regulations and guidelines established for the City of Fort Collins. Recipient agrees to comply with all provisions of the Americans with Disabilities Act and all regulations interpreting or enforcing such act.

8. Proof of Lawful Presence

Recipient acknowledges that the City's Affordable Housing Funds are a "public benefit" within the meaning of C.R.S. § 24-76.5-102. As such, the Recipient shall ensure compliance with C.R.S. § 24-76.5-103 of State statute by performing the required verifications. Specifically, when required the Recipient shall ensure that:

a. if the public benefit provided by the funds flows directly to a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity) 18 years of age or older, he/she must do the following:

i) complete the affidavit attached to this Contract as **Exhibit D**.

(ii) attach a photocopy of the front and back of one of the following forms of identification: a valid Colorado driver's license or Colorado identification card; a United States military card or military dependent's identification card; a United States Coast Guard Merchant Mariner identification card; or a Native American tribal document.

b. If an individual applying for the benefits identified herein executes the affidavit stating that he/she is an alien lawfully present in the United States, Recipient shall verify his/her lawful presence through the federal systematic alien verification or entitlement program, known as the "SAVE Program," operated by the U.S. Department of Homeland Security or a successor program designated by said department. In the event Recipient determines through such verification process that the individual is not an alien lawfully present in the United States, the Recipient shall not provide benefits to such individual with the City's Affordable Housing Funds.

The City acknowledges that the Scope of Services provided by Recipient herein may fall within several exceptions to the verification requirements of C.R.S. § 24-76.5-103 for non-profits. For example, certain programs, services, or assistance such as, but not limited to, soup kitchens, crisis counseling and intervention, short-term shelter or prenatal care are not subject to the verification requirements of C.R.S. § 24-76.5-103.

9. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

This paragraph applies to all recipients whose performance of work under this Contract does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work. In compliance with C.R.S. § 8-17.5-101, Recipient represents and agrees that:

(a) As of the date of this Contract, Recipient does not knowingly employ or contract with an illegal alien who will perform work under this Contract; and Recipient will participate in the electronic employment verification program created in Public Law 104-208, as amended, and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program (the "E-Verify" Program), in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Recipient shall not knowingly employ or contract with an illegal alien to perform work under this Contract or knowingly enter into a contract with a subcontractor that fails to certify to Recipient that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(c) Recipient has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through either the E-Verify Program or the employment verification program established by the State of Colorado pursuant to Section 8-17.5-102(5)(c), C.R.S. (the "department program").

(d) Recipient is prohibited from using either the E-Verify Program or the department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(e) If Recipient obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Recipient shall:

(i) Notify such subcontractor and the City within three days that Recipient has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this Section the subcontractor does not cease employing or contracting with the illegal alien; except that Recipient shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(f) Recipient shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the

Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.

(g) If Recipient violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Contract. If this Contract is so terminated, Recipient shall be liable for actual and consequential damages to the City arising out of Contractor's violation of Subsection 8-17.5-102, C.R.S.

(h) The City will notify the Office of the Secretary of State if Recipient violates this provision of this Contract and the City terminates the Contract for such breach.

10. Independent Contractor.

Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an independent contractor with respect to the services to be performed under this Contract. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance as the Recipient is an independent contractor.

11. Liability.

As to the City, Recipient agrees to assume the risk of all personal injuries, including death resulting therefrom, to persons, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in connection with or arising out of the performance or nonperformance of this Contract by Recipient or by the conditions created thereby. Recipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Contract or out of any violation by Recipient of any statute, ordinance, rule or regulation.

12. Insurance and Bonding.

The Recipient shall carry sufficient insurance coverage to protect Contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase blanket fidelity bond covering all of Recipient's employees in an amount equal to cash advances from the City. Specifically, the Recipient will protect the City's investment by providing Property Insurance, Workers Compensation and Employer's Liability Insurance, if applicable, Commercial General Liability Insurance and All Risk Property Damage Insurance.

13. Grantor Recognition.

The Recipient shall ensure recognition of the role of the City in providing services through this Contract. All activities, facilities and items utilized pursuant to this Contract shall be prominently labeled as to funding source. In addition, the Recipient will include a reference to the support provided

herein in all publications made possible with funds made available under this Contract. Such labeling and/or reference shall generally state the following: "This project is partially supported by funding from the City of Fort Collins."

14. Documentation and Record-keeping.

A. Records to be Maintained.

The Recipient shall maintain all records that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- (i) Records providing a full description of each activity undertaken including the location of the Project, the form of assistance provided and the per-unit subsidy;
- (ii). Records required to determine the eligibility of activities, including minimum and maximum per-unit subsidy limits, household income, and lease requirements and tenant protections for each household;
- (iii). Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with City Affordable Housing fund assistance;

The Recipient shall use reasonable and appropriate accounting systems in maintaining the records required hereunder.

B. Retention.

The Recipient shall retain all records pertinent to expenditures incurred under this Contract for a period of five (5) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for five (5) years after final disposition of such property. The Recipient shall maintain all eligibility documentation on the occupants of the Project that supports the low-income benefit criteria for such occupants throughout the period of affordability for the Project as defined in the Scope of Work.

C. Client Data.

The Recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to: client name, address, income level or other basis for determining eligibility, and description of service provided, racial and ethnic data and single head of household data. In addition, data will be retained for affordability and income targeting for each household. Such information shall be made available to City monitors or their designees for review upon request.

D. Property Records.

The Recipient shall maintain real property inventory records which clearly identify Project properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria.

E. Audits and Inspections.

All records with respect to any matters covered by this Contract shall be made available to the City at any time during normal business hours, as often as the City deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the City within thirty (30) days after receipt by the City. Failure of the Recipient to comply with the above requirements will constitute a violation of this contract and may result in the withholding of future payments.

F. Suspension and Debarment.

By executing this Contract, Recipient verifies and affirms that it has not been suspended or debarred from participating in or receiving federal government contracts, subcontracts, loans, grants or other assistance programs.

15. Reporting and Payment Procedures.

A. Budgets.

The specific use of the funds provided to Recipient under this and other City funding programs, is included in **Exhibit A** (Scope of Services), and a detailed contract budget for the Project is attached as **Exhibit C** and incorporated herein by this reference. The City and the Recipient may revise the budget from time to time in accordance with existing City policies, by amendment of this Contract.

B. Program Income.

The Recipient shall report to the City yearly all program income, as defined at 24 CFR 570.500(a) generated by activities carried out with funds made available under this Contract, including, but not limited to, any rental income or income derived from the sale of the Project Property. The Recipient may use such income during the Contract period for activities described in the attached Scope of Services and shall reduce requests for additional funds by the amount of any such program income balances on hand. All program income not used in accordance with this Section shall be returned to the City at the end of the Contract period.

C. Indirect Costs.

If indirect costs are charged, the Recipient will develop an indirect cost allocation plan for determining the appropriate City share of administrative costs and shall submit such

plan to the City for approval prior to submission of requests for any payments for the same.

D. **Payment Procedures.**

The City will pay to the Recipient funds available under this Contract based upon information submitted by the Recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Recipient accounts. In addition, the City reserves the right to liquidate funds available under this Contract for costs incurred by the City on behalf of the Recipient.

E. **Progress Reports.**

The Recipient shall submit regular Progress Reports to the City on a quarterly basis until Project completion and on a yearly basis thereafter or as required by the Scope of Services. Quarterly reports shall include a narrative description of progress, percentage of work completed, funds expended, and any issues or problems. During any required period of affordability, the recipient will submit a yearly occupancy report and the City may require submission of a yearly audit.

16. Monitoring and Evaluation.

The City reserves the right to monitor and evaluate the progress and performance of the Recipient to assure that the terms of this Contract are being satisfactorily met in accordance with City and other applicable monitoring and evaluating criteria and standards. Recipient shall cooperate with City relating to such monitoring and evaluation, and make available to the City any documents or other information requested by the City or relevant to the City's monitoring and evaluation.

17. Property Acquired With Program Funds.

- A. Recipient agrees to use all personal assets and all real property, acquired or improved, in whole or in part, with Affordable Housing Fund monies, as set forth in **Exhibit A**. In the event Recipient ceases to use a personal asset or real property acquired or improved with Affordable Housing Fund monies in accordance with **Exhibit A**, the Recipient shall return the personal asset or real property to the City, or pay to the City a sum equal to its fair market value, less any portion of the value attributable to expenditures of non-Affordable Housing Fund monies for the acquisition of, or improvement to, the asset or property. The Recipient shall transfer to the City any Affordable Housing Fund monies on hand at the time of expiration of this Contract and any accounts receivable of Affordable Housing Fund monies.
- B. Recipient agrees to promptly provide to the City, through an appropriate lien, deed of trust, or other security instrument, such security interest in any personal or real property acquired using funds provided under this Contract as the City may deem

appropriate, based upon the nature of the property, the Scope of Services, the potential term of the security interest, and such other reasonable considerations as the City may deem appropriate in protecting its interest in the funds provided hereunder. Recipient further agrees that in addition to, or in lieu of the above, the City may require the execution and recordation of Restrictive Covenants on real property purchased in connection herewith, in order to protect the City's interest in the funds provided hereunder.

18. Civil Rights.

A. Compliance.

The Recipient agrees to comply with Chapter 13, Article II, of the City Code and Title 24, Article 34, Parts 3 through 7, C.R.S., and with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 104(b) and Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans With Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478 and 12086.

B. Employment Nondiscrimination.

The Recipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or other handicap, age, actual or perceived sexual orientation, gender identity, marital status, or status with regard to public assistance in accordance with federal, state and local laws. The Recipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. The Recipient will serve all eligible beneficiaries without regard to religion and may not restrict housing to people of a particular religion or by reason of their participation (or lack thereof) in religious activities.

C. Land Covenants.

This Contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570 Part 1. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Contract, the Recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Recipient is a beneficiary of and entitled to enforce such covenants. The Recipient, in undertaking its obligation to carry the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

D. Fair Housing.

All housing (for sale or rent) assisted with funding through the City must be made available without discrimination based on race, color, national origin, age, sex, religion, familial status or disability according to Title VIII of the Civil Rights Act of 1968, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Executive Orders 11063 and 12259 – Equal Opportunity in Housing, Section 504, Title II of the Americans with Disabilities Act; and without discrimination based on disability, race, creed, color, sex, sexual orientation, marital status, familial status, religion, national origin, or ancestry according to Part 5 of Article 34 of Title 24, C.R.S.

19. Prohibited Activity.

The Recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, lobbying, political patronage or nepotism activities. Funds provided under this Contract must not be used for religious activities, to promote religious interests, or for the benefit of a religious organization. The recipient cannot require a beneficiary to participate in inherently religious activities; however, a faith-based organization may retain its independence to carry out its mission, including allowing a Board of Directors to be selected based on religious practice.

20. Conflict of Interest.

The Recipient covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Recipient further covenants that in the performance of this Contract, no person having such a financial interest shall be employed or retained by the Recipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer or elected official or appointed official of the City, or of any designated public agencies or Recipients which are receiving Affordable Housing Fund monies.

21. Subcontracts.

The Recipient shall not enter into any subcontracts with any agency or individual in the performance of this Contract without the written consent of the City prior to the execution of such contract. The Recipient will monitor all subcontracted services on a regular basis to assure compliance with both this Contract and the applicable subcontract. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance. The Recipient shall cause all of the provisions of this Contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Contract. The Recipient shall undertake to ensure that all subcontracts let in the performance of this Contract shall be awarded in a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City, along with documentation concerning the selection process.

22. Suspension or Termination and Default.

- A. Recipient may terminate this Contract at any time by giving written notice to the City of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the Scope of Service may only be undertaken with the prior written approval of City. If the Recipient terminates this Contract prior to completion of the Scope of Services, including any required period of affordability, all funds previously paid to Recipient by the City pursuant to this Contract must be repaid to the City upon such termination.
- B. The City may also suspend or terminate this Contract, in whole or in part, if Recipient materially fails to comply with any term of this Contract, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Recipient ineligible for any further participation, through the Competitive Process, in City affordable housing, public facility or human services contracts, from any City funding source, in addition to other remedies as provided by law or in equity. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable laws, rules, or regulations, the City may withhold up to one hundred (100) percent of said Contract funds until such time as the Recipient is found to be in compliance by the City or is otherwise adjudicated to be in compliance, or exercise the City's rights under any security interest of the City arising hereunder.
- C. In the event of any termination pursuant to this section, the Recipient shall remit to the City all monies previously paid by the City to the Recipient under this Contract, and all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Recipient under this Contract shall, at the option of the City, become the property of the City, provided, however, that Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
- D. This Contract, and the City's obligations under it, will automatically terminate in the event of suspension or non-appropriation of funds by the City.

23. Amendments.

The parties may amend this Contract at any time, provided that such amendments make specific reference to this Contract and are executed in writing, signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Contract, nor relieve or release the City or Recipient from its obligations under this Contract, except as expressly provided therein.

24. Assignability.

This Contract has been awarded based on the specific qualifications and representations of the Recipient. Therefore, the Recipient shall not assign or transfer: (a) any interest in this Contract; (b) any of its rights or obligations under this Contract, or (c) its interest in any property obtained using the funds provided under this Contract (including but not limited to the Project Property as described in **Exhibit**

A), without the prior **written** consent of the City; provided, however, that claims for money due or to become due to the Recipient from the City under this Contract may be assigned to a bank, trust company or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City. For assignments and transfers requiring City consent, the Recipient must give the City no less than thirty (30) days advance notice of the proposed assignment or transfer.

25. Entire Agreement/Governing Law.

This Contract including all attachments; the applicant's corresponding application for the City's Competitive Process, the applicant's verbal presentation before the CDBG Commission, the Promissory Note(s), the Deed(s) of Trust, the Agreement of Restrictive Covenants for Real Property and any other applicable legal documents, constitute the entire agreement between the parties hereto and no statement, promise, conditions, understanding, inducement or representation, oral or written, express or implied, which is not contained herein shall be binding or valid. This contract shall be binding upon the parties, their agents, representatives, successors and assigns. This Contract shall be governed under the laws of the State of Colorado.

26. Authority to Sign

The persons executing this Contract on behalf of the Recipient represent that one or both of them has the authority to execute this Contract and to bind the Recipient to its terms.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date of the most recent signatory.

THE CITY OF FORT COLLINS, COLORADO
A Municipal Corporation

By: [Signature] Date 8/12/14
Darin A. Atteberry, City Manager

ATTEST:

Wanda Nebo
City Clerk



APPROVED AS TO FORM:

[Signature]
Sec. Asst. City Attorney

TURNING POINT CENTER FOR YOUTH AND FAMILY
DEVELOPMENT, INC.
A Colorado nonprofit corporation

By: [Signature] Date 8/12/14
Title: Board president

By: [Signature] Date 8/12/14
Executive Director

Fed. I.D. Number: 74-2400627

ATTEST:

[Signature]
Board Secretary
(Corporate Seal)



EXHIBIT A SCOPE OF SERVICES

1. Project Description and Objectives: Purchase and installation of an outdoor wheelchair lift at 614 Mathews Street, Fort Collins, CO 80524

2. Amount of award, source of funding: \$8,000 Affordable Housing Fund (AHF)

3. Terms of the Loan: Terms of the Loan: Interest accumulates at the rate of 0% per annum, with 5% simple interest of \$400 on the Principal, for a total of \$8,400. The loan shall be due and payable at once, upon the occurrence of the first of the following events within five years of the date of the Promissory Note: (1) sale or transfer of any interest in the Project Property, except in the event of foreclosure or as is otherwise allowed pursuant to the Deed of Trust which secures this Promissory Note; (2) Recipient fails to utilize the Project Property as a same/similar use owned by Recipient, providing a direct service to a client population consisting of at least fifty-one percent (51%) extremely low-, very low-, and/or low-income persons; (3) equity is removed from the Project Property; or (4) Recipient defaults in a material respect under the terms of this Contract, and fails to cure such default in a reasonable time. If none of these events have occurred within five years from the date of the Promissory Note, the loan will be deemed forgiven and Recipient shall have no further obligation to the City.

4. Project Property Address: 614 Mathews Street, Fort Collins, CO 80524

5. Legal Description of Project Property: Lot 8, BLK 146, FTC, A/K/A WEST 190 FT LOT 8, BLK 146, FTC

6. Low and Moderate Income Benefit. Recipient shall utilize the real property secured by the Deed of Trust as a same/similar use owned by Recipient, providing a direct service to a client population consisting of at least fifty-one percent (51%) extremely low-, very low-, and/or low-income persons. Income limits are attached to this document as **Exhibit B** and may be amended as necessary. The Recipient shall determine annual income of the Project beneficiaries by using Section 8 Housing Program income definitions as per 24 CFR Part 813.

EXHIBIT B
2014 Income Limits

Income Limits (effective date 12/18/2013)
2013 Median Income for a Family of 4: **\$73,500**
(Fort Collins/Loveland Metropolitan Statistical Area)
City of Fort Collins

Household Members

Income	1	2	3	4	5	6	7	8
100% of AMI	51,500	58,800	66,200	73,500	79,400	85,300	91,200	97,100
80% of AMI	41,200	47,050	52,950	58,800	63,550	68,250	72,950	77,650
60% of AMI	30,900	35,250	39,700	44,100	47,600	51,150	54,700	58,250
50% of AMI	25,750	29,400	33,100	36,750	39,700	42,650	45,600	48,550
30% of AMI	15,450	17,650	19,850	22,050	23,850	25,600	27,350	29,150

AMI = Area Median Income

51-80%: Low Income

31-50%: Very Low Income

0-30%: Extremely Low Income

EXHIBIT C PROJECT BUDGET

Funding Available: \$8,000 Affordable Housing Fund (AHF)

The recipient is responsible for securing any additional funds to complete the project.

Eligible Costs: Purchase and installation of wheelchair lift

EXHIBIT D
Proof of Legal Residency
Pursuant to Section 24-76.5-103(4)(b), C.R.S.

ONE COPY AND VERIFICATION REQUIRED FOR EACH ADULT AGE 19 AND OLDER

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

_____ I am a United States citizen, or

_____ I am a legal Permanent Resident of the United States, or

_____ I am otherwise lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received. If I checked the second or third option above, I understand that my lawful presence in the United States will be verified through the federal Systematic Alien Verification of Entitlement (SAVE) Program.

Signature

Date

The above affidavit must be accompanied by a copy of one of the following four types of identification.

_____ A valid Colorado Driver's License or a Colorado Identification Card, issued pursuant to Article 2 of Title 42, C.R.S.; or

_____ A United States military card or a military dependent's identification card; or

_____ A United States Coast Guard Merchant Mariner card; or

_____ A Native American Tribal document.