

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. “Fast Track” or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, tracking and documentation of Prop 123 goals, and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of hiring a Housing Planner to meet the goals of Proposition 123, implement a system to expedite the development review process for affordable housing projects, and generally advancing affordable housing goals in Commerce City, Colorado.

2.2. Work Description. The City of Commerce City (Grantee) will hire a qualified applicant for the full time position of Housing Planner whose responsibilities include but are not limited to streamlining land development codes, creating strategies or incentives for affordable housing goals, serving as a liaison with developers during development review and construction, preparing development agreements or contracts, implementing affordable housing incentives and strategies, pursue and manage funding for affordable housing projects, and tracking/reporting of Prop 123-related efforts. The Project funds 80% of the salary and benefits of this position for approximately two (2) years after the Effective Date of this Agreement. The Grantee may decide to increase the percentage of Matching/Other Funds per **§6.1** and **§6.2** after year one, depending on City Council budget decisions. During the Agreement period and prior to Project Closeout, the Grantee will provide DOLA with plans for maintaining the position into the future. Grantee will conduct targeted stakeholder engagement, as applicable. Grantee will complete monthly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee’s approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee’s Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee’s affordable housing efforts; and 7) any lessons learned.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: program-specific allowable salary and benefits costs.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to,: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-

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development costs, lobbying, food, entertainment, or other items typically not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs to defend.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. “Personnel Services Costs” means program-specific allowable salary and benefits costs.

3.2. “Substantial Completion” means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is implementation of a system to expedite the development review process for affordable housing projects, the provision of approximately two (2) years of funding salary and benefits for the full time Housing Planner position, a plan to retain the position into the future, submission of any reports or work product funded by this Grant and documentation of efforts to achieve Proposition 123 requirements in Commerce City, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Commerce City, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with baseline data on pre-grant estimated development review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA a copy of the hired Housing Planner’s Job Description.	At least 7 days before employee begins grant-related activities.
Submit documentation of new policy adoption, and/or efforts to explore, adopt, or implement policies that expedite review of affordable housing.	Within 30 days after the Policy adoption.
Submit draft of expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Monthly Pay Requests	See §4.5.2 below
Submit Monthly Status Reports	See §4.5.2 below
Submit Project Final Report	January 29, 2028

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Monthly Pay Request and Status Reports. Beginning 30 days after the end of the first month following execution of this Grant and for each month thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay

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the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the month but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For months in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following month, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Month	Year	Due Date	Pay Request Due	Status Report Due
December	2024	January 30, 2025	Yes	Yes
January	2025	March 2, 2025	Yes	Yes
February	2025	March 30, 2025	Yes	Yes
March	2025	April 30, 2025	Yes	Yes
April	2025	May 30, 2025	Yes	Yes
May	2025	June 30, 2025	Yes	Yes
June	2025	JULY 15, 2025*	Yes	Yes
July	2025	August 30, 2025	Yes	Yes
August	2025	September 30, 2025	Yes	Yes
September	2025	October 30, 2025	Yes	Yes
October	2025	November 30, 2025	Yes	Yes
November	2025	December 30, 2025	Yes	Yes
December	2025	January 30, 2026	Yes	Yes
January	2026	March 2, 2026	Yes	Yes
February	2026	March 30, 2026	Yes	Yes
March	2026	April 30, 2026	Yes	Yes
April	2026	May 30, 2026	Yes	Yes
May	2026	June 30, 2026	Yes	Yes
June	2026	JULY 15, 2026*	Yes	Yes
July	2026	August 30, 2026	Yes	Yes
August	2026	September 30, 2026	Yes	Yes
September	2026	October 30, 2026	Yes	Yes
October	2026	November 30, 2026	Yes	Yes
November	2026	December 30, 2024	Yes	Yes
December	2026	January 30, 2027	Yes	Yes
January	2027	March 2, 2027	Yes	Yes
February	2027	March 30, 2027	Yes	Yes
March	2027	April 30, 2027	Yes	Yes
April	2027	May 30, 2027	Yes	Yes

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May	2027	June 30, 2027	Yes	Yes
June	2027	JULY 15, 2027*	Yes	Yes
July	2027	August 30, 2027	Yes	Yes
August	2027	September 30, 2027	Yes	Yes
September	2027	October 30, 2027	Yes	Yes
October	2027	November 30, 2027	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee’s performance hereunder shall be under the direct supervision of **Jenny Penoncello, Grant and Special Projects Manager, (grants@c3gov.com)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Heather Vidlock, Planning Manager, (hvidlock@c3gov.com)**. Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Program Manager: **Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)**

5.5. DLG Program Assistant: **Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 20%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Personnel Services Costs	\$252,378	\$201,902	\$50,476	Grantee
	Total	\$252,378	\$201,902	\$50,476	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to

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such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$191,807	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$10,095	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$201,902	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Monthly Pay Request and Status Reports. Monthly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

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- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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