

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CRAIG
AND
THE CRAIG URBAN RENEWAL AUTHORITY
REGARDING COORDINATION OF STAFFING AND SERVICES**

This Intergovernmental Agreement (this “IGA”) is entered into by and between the CITY OF CRAIG, COLORADO, a Colorado home-rule municipal corporation (the “City”), and the CRAIG URBAN RENEWAL AUTHORITY, a body corporate and politic (the “Authority”) (individually, a “Party” and collectively, the “Parties”) and shall be effective as of April 1st, 2021.

WHEREAS, Part 1 of Article 25 of Title 31, Colorado Revised Statutes (the “Urban Renewal Law”) provides for the creation and operation of urban renewal authorities; and

WHEREAS, the Authority is a duly constituted urban renewal authority, established and operating pursuant to Colorado law, in particular the provisions of C.R.S. § 31-25-104; and

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq.*, authorizes and encourages local governments to contract with one another to provide any function, service, or facility, and C.R.S. § 31-25-112(1)(h) provides that the City may cause funds and administrative or other services to be expended or furnished to the Authority.

AGREEMENT

1. City Staff. The Authority may, from time to time as the Authority deems necessary, employ or appoint City staff and personnel to exercise the Authority’s powers, duties, and functions authorized by the Urban Renewal Law and all other laws of the State of Colorado. In such instances, City staff and personnel shall exercise and provide such powers, duties, and functions and shall allocate reasonable time to devote to Authority matters.

2. Legal Counsel. The City may provide funds for the Authority’s legal counsel in order for the Authority to properly exercise its powers, duties and functions authorized by the Urban Renewal Law and all other laws of the State of Colorado.

3. City Expenditure of Funds for Undertakings and Activities. The City may expend funds for the purpose of aiding the Authority in its undertakings and activities, including but not limited to demolition, remediation, rehabilitation or acquisition of buildings or property located within an urban renewal area of the Authority.

4. Reimbursement to City by Authority. Upon the approval of a new urban renewal plan by the City, establishment of a reliable and consistent revenue stream for the Authority and upon formal action by the Authority, the Authority shall reimburse the City for its third party out of pocket costs incurred on behalf of the Authority (the “**Reimbursement Obligation**”); provided, however, that the Authority shall only be required to pay the Reimbursement

Obligation from City Increment Revenues (as defined below), if any, shared with the Authority pursuant to any intergovernmental agreements between the City and Authority. The Authority will not be required to pay any Reimbursement Obligation that exceeds such shared City Increment Revenues. The Reimbursement Obligation shall include but not be limited to the following: (a) any and all costs associated with administration of the Authority incurred by the City, including but not limited to publication of notices and related administrative costs, but shall not include reimbursement for City staff time, (b) third party consultants, (c) legal counsel pursuant to Section 2 of this IGA, and (d) costs associated with undertakings and activities of the Authority pursuant to Section 3 of this IGA. "**City Increment Revenues**" means, collectively, (i) the incremental sales and use tax revenues from the portion of the City's 4.0% general fund municipal sales and use tax authorized by City Council which are in excess of the base amount established in accordance with the provisions of C.R.S. § 31-25-107(9) and (ii) the incremental property tax revenues derived from the City's ad valorem property tax levies described in C.R.S. § 31-25-107(9)(a)(II).

5. Reimbursement Obligation Constitutes Indebtedness of the Authority. The reimbursement obligation set forth in this IGA shall constitute indebtedness and an obligation of the Authority pursuant to C.R.S. § 31-25-107(9).

6. Additional Provisions.

(a) Modification. This IGA may be modified, amended, changed or terminated, in whole or in part, only by an agreement in writing duly authorized by both of the respective governing bodies of each of the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

(b) Waiver. The waiver of a breach of any of the provisions of this IGA by a Party shall not constitute a continuing waiver or a waiver of any subsequent breach by the other Party of any provision of this IGA.

(c) Counterparts. This IGA may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This IGA may also be executed and delivered by facsimile or portable document format (.pdf) signature and in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Governing Law. This IGA shall be governed in accordance with the laws of the state of Colorado.

(e) No Third Party Beneficiaries. There are no express or implied third party beneficiaries of this IGA. No third party has any right to enforce this IGA.

(f) Governmental Immunity. The Parties acknowledge that each is a governmental entity and neither waives governmental immunity pursuant to the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Authority have executed this IGA effective on the date set forth above.

CITY OF CRAIG, COLORADO

Jarrod Ogden, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Counsel

CRAIG URBAN RENEWAL AUTHORITY

Peter Brixius, Executive Director

ATTEST:

Secretary

APPROVED AS TO FORM:

Counsel to the Authority