

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the City Council on behalf of the City of Craig, State of Colorado, a body corporate and politic ("City") and the Craig Housing Authority, State of Colorado, a public body, corporate and politic ("CCHA"). City and CCHA are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA. The **IGA Documents** are incorporated into this IGA by reference.
2. Use of Funds: CCHA will use the funds in strict accordance with the IGA and during the IGA Term, which begins on the Start Date and expires on the Expiration Date, unless terminated sooner.
3. Payment of Funds: Subject to conditions contained in this IGA, City will pay to CCHA an amount not to exceed the IGA Amount to CCHA in accordance with the IGA Documents. City will transfer the IGA Amount to CCHA promptly following execution of this IGA or as otherwise agreed between the Parties.
4. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
5. Nondiscrimination: CCHA will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. City prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. CCHA must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
6. Information and Reports: CCHA will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. CCHA will permit access to such representatives to CCHA's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than CCHA, CCHA must so certify to the City and explain what efforts it has made to obtain the information.
7. Termination for Breach: Either Party's failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against CCHA, or the appointment of a receiver or similar officer for CCHA or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.
8. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after

the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

9. Statutory Requirements: This IGA is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or sub-CCHA of CCHA upon notice of final settlement (required for public works IGAs that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

10. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This IGA may be amended only by a written agreement signed by both Parties.

11. Assignment/Subcontractors: This IGA may not be assigned by CCHA without the prior written consent of the City. If CCHA subcontracts any of its obligations under this IGA, CCHA will remain liable to the City for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this IGA.

12. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 14<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

13. Breach: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.

14. Severability: If any provision of this IGA becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.

15. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA.

16. Conflict of Provisions: If there is any conflict between the terms of the main body of this IGA and the terms of any of the **IGA Documents**, the terms of the main body of the IGA will control.

17. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

18. Litigation Reporting: CCHA is not currently involved in any action before a court or other administrative decision-making body that could affect CCHA's ability to perform the Work. CCHA will promptly notify the City if CCHA is served with a pleading or other document in connection with any such action.

19. Delegation of Authority: The Parties acknowledge that the City Council has delegated authority to the City Manager and his designees to act on behalf of the City under the terms of this IGA, including but not limited to the authority to terminate this IGA. The City Council also delegates authority to the City Manager and his designees to complete the ARPA Addenda attached to this IGA.

20. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

21. Limitation of Liability: NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. CITY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CCHA.

22. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this IGA. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this IGA.

23. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

<b>SIGNED for and on behalf of City of Craig</b>		<b>SIGNED for and on behalf of CCHA</b>
Signature:		Signature:
Name:		Name:
Title:		Title:
Date:		Date:
<div> <div>↓↓ For Council-signed documents only ↓↓</div> </div>		
Attest Signature:	Initial	
Attestor Name:		
Attestor Title:		

## **EXHIBIT A**

### **PROJECT DETAILS & SCOPE OF WORK**

#### **1. AFFORDABLE HOUSING PROJECTS**

The City is allocating this funding to Craig Housing Authority to be used for (a) affordable housing development projects that are currently underway but in need of additional funding to reach completion and (b) administration of CCHA's affordable housing portfolio. The primary objective is to quickly increase the inventory of permanently affordable housing units available in the City of Craig for rental and/or sale and to provide economically challenged individuals, families, elders, and our workforce, with safe, stable, high-quality affordable homes.

##### **A. 785 Russell Street - \$833,471.88**

785 Russell Street is a new construction project to create a neighborhood of diverse housing options that will help the City of Craig reach important goals for addressing the lack of housing affordability currently and in the years ahead. 785 Russell Street will serve generations of families and individuals, elders, and our workforce, who need safe, stable, high-quality affordable homes.

The project will include 20 permanently affordable and community amenity spaces. The planned housing site is a 1.55 acre parcel located on the 700 block of Russell Street in Craig, Colorado. The land parcel sits in an ideal location near important services and the Craig town center.

The funds will be used primarily for the pre-development and design costs, as well as items detailed in Item #2 as incurred in connection with the project and will be expended in the first year of construction, which is expected to begin in 2023.

## 2. EXPENSE DETAILS

### 785 Russell Street

Contractor	Services	Total Spending	ARPA Amount	Timeline
EV Studio	A&E	\$135,000	TBD	2023
Fading West	Unit Constructions Deposit	\$400,000	TBD	2023
TBD	Horizontal infrastructure buildout	\$1,500,000	TBD	2023

## 3. TIMELINE

CCHA will exhaust or obligate the funding between January, 2023 and December, 2024.

**EXHIBIT B**

**FEE SCHEDULE**

**Proposed Fee Schedule**

Balance of all funds (\$833,471.88.00) to be deposited to the Craig Housing Authority no later than February 17, 2023. Upon execution of this IGA. CCHA Accounting Supervisor will invoice City of Craig for the full amount and CCHA will submit check request.

ARPA COVER PAGE FOR FEDERAL AWARD ADDENDA

ARPA-funded contract?

X Yes (if "Yes," complete the below table)

No If this Contract is ARPA-funded, as identified above, this Cover Page is incorporated into the Contract.

The ADDENDUM following this Cover Page is incorporated into the Contract by reference whether or not the Contract is ARPA-funded.

Name/Type of Federal Award	On March 11, 2021, the American Rescue Plan Act was signed into law, and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Funds, which together make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program.
Recipient name	City of Craig, Colorado
City of Craig DUNS number	
Federal Award Identification Number (FAIN)	
Federal Award Date (Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency)	
Federal Award Identification Number (FAIN)	
Federal Award Date (Federal award date means the date when the Federal award is signed by the authorized official of the Federal awarding agency)	
Subrecipient/Contractor name	Craig Housing Authority
Subrecipient/Contractor DUNS number	
Subrecipient/Contractor sam.gov number	
Contract Period of Performance Start Date	
Contract Period of Performance End Date	
Amount of Federal Funds Obligated by this action	\$833,471.88
Total Amount of Federal Funds Obligated to the subrecipient	\$833,471.88
Total Amount of SLFRF funds awarded to CCHA	\$833,471.88
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the "Act"), Pub. L. No. 117-2 (Mar. 11, 2021) authorizes the Coronavirus State Fiscal Recovery Fund (CSFRF) and Coronavirus Local Fiscal Recovery Fund (CLFRF) respectively (referred to as the "Coronavirus State and Local Fiscal Recovery Funds" or "SLFRF"), which provides \$350 billion in total funding to Treasury to make payments

	<p>generally to States (defined to include the District of Columbia), U.S. Territories (defined to include, Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), Tribes, Metropolitan cities, Counties, and Nonentitlement units of local government to respond to the COVID-19 public health emergency or its negative economic impacts, including to provide assistance to households, small business, nonprofits, and impacted industries, such as tourism, travel, and hospitality; respond to workers performing essential work during the COVID-19 pandemic by providing premium pay to eligible workers of the State, territory, tribal government, metropolitan city, county, or nonentitlement units of local government performing essential work or by providing grants to eligible employers that have eligible workers; provide government services, to the extent of the reduction of revenue due to COVID-19 relative to revenue collected in the most recent full fiscal year of the State, territory, tribal government, metropolitan city, county, or nonentitlement units of local government; or make necessary investments in water, sewer, or broadband infrastructure. Section 602(b) of the Act prescribes that \$219.8 billion must be allocated as follows: (1) \$4.5 billion reserved for making payments to the U.S. Territories; (2) \$20 billion reserved for making payments to Tribal governments; and (3) \$195.3 billion reserved for making payments to the 50 States and the District of Columbia. Section 603(b) of the Act prescribes that \$130.2 billion must be allocated as follows: (1) \$45.57 billion reserved for making payments to Metropolitan cities; (2) \$19.53 billion</p>
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	reserved for making payments to States for distribution to Nonentitlement units of local government; and (3) \$65.1 billion reserved for making payments to States for distribution to Nonentitlement units of local government; and (3) \$65.1 billion reserved for making payments to Counties.
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	<ul style="list-style-type: none"> <li>• Federal Awarding Agency – U.S. Department of Treasury</li> <li>• Pass-Through Entity – City of Craig</li> <li>• Contact information for City of Craig ARPA Administrator – Peter Brixius, pbrixius@ci.craig.co.us</li> </ul>
Assistance Listing(s) (formerly known as the CFDA) number and Title	In <a href="https://www.sam.gov">SAM.gov</a> under assistance listing number 21.027
No indirect cost rate has been negotiated for the Federal award, so the de minimis rate of 10% of modified total direct costs will be used	De minimus rate of 10% modified total direct costs