

INTERGOVERNMENTAL AGREEMENT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	301530-2
OSCAR Contact Information	
Organization	Boulder County
Division/Program	Office of Sustainability, Climate and Resilience
Mailing Address	PO Box 471 Boulder CO 80306
IGA Contact – <i>Name, email</i>	Susie Strife sstrife@bouldercounty.org
Invoice Contact – <i>Name, email</i>	Elizabeth Bradford: bbradford@bouldercounty.org
Organization Contact Information	
Organization Name	Boulder County Housing Authority
Organization Mailing Address	2525 13 th St, Boulder CO 80304
Contact 1- <i>Name, email</i>	Kelly Stapleton: kstapleton@bouldercounty.org
Contact 2- <i>Name, email</i>	
IGA Term	
Start Date	3/19/2022
Expiration Date	3/18/2023
IGA Amount	
IGA Amount	\$458,000
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
LOW INCOME ENERGY SERVICES OPERATING: \$458,000	
Boulder County Housing Authority services very low-income to moderate-income households not eligible for DOE Weatherization services. This funding will go toward residents that never qualified under weatherization and residents most in need. Solar and workforce development will also be a part of this package. BCHA will provide the funds for labor, while the sustainability funds will support the 'green upgrades' per unit.	
IGA Documents	
a. Scope of Work & Reporting Requirements, attached as Exhibit A (the "Scope of Work") b. Budget, attached as Exhibit B (the "Budget")	
IGA Notes	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between County of Boulder, State of Colorado, a public body, corporate and politic, on behalf of the Office of Sustainability, Climate and Resilience ("County") and the Housing Authority of County of Boulder, State of Colorado, a public body, corporate and politic ("BCHA" or "Organization").

County and Organization are each a “Party,” and collectively the “Parties.”

RECITALS

WHEREAS, the Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. §§ 29-1-201, et seq., provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units.

WHEREAS, County has authority to enter into this Interdepartmental Agreement pursuant to Board of County Commissioners’ Resolution No. 2016-79 and 2016 County Ballot Issue 1C.

WHEREAS, on November 8, 2016, the Boulder County electorate adopted County Issue 1C, Countywide Sustainability Sales and Use Tax Extension, which authorizes 0.125% sales and use tax for a period of fifteen (15) years for the purpose of funding sustainability infrastructure and programs effective January 1, 2020 (the “Sustainability Tax”). Authorized uses of sustainability tax revenues and earnings (the “Sustainability Tax Funds”) include, but are not limited to:

- i. programs to conserve Boulder County water resources by helping farmers, residents and businesses reduce their water use;
- ii. recycling and composting services and facilities for Boulder County residents and business owners to help reduce waste;
- iii. energy efficiency and renewable energy services such as EnergySmart programs for homes and businesses and home weatherization for low-income households;
- iv. assistance to local farmers to grow more local and organic food for Boulder County residents; and
- v. programs to increase transportation choices by making it easier to use public transit, providing affordable transportation options for low-income residents and students, and promoting electric vehicles and charging stations.

WHEREAS, the purpose of the Sustainability Tax is to promote natural resource conservation and environmental sustainability by increasing infrastructure and programs that will ensure the environmental, social and economic well-being of Boulder County and its natural and human resources for present and future generations. The Sustainability Tax is intended to be utilized to combat major environmental issues, such as climate change, resource depletion, ecosystem degradation, pollution, waste management, and access to healthy and sustainable food sources.

WHEREAS, through use of Sustainability Tax Funds, Boulder County will expand upon current, successful sustainability programs as well as implement new countywide projects and services to reduce greenhouse gas emissions, conserve natural resources, support the local economy, and protect the health of residents and ecosystems.

AGREEMENT

NOW, THEREFORE, 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** and **Recitals** are incorporated into this IGA. The **IGA Documents** are incorporated into this IGA by reference.
2. Work to be Performed: Organization will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **IGA Documents** (the "Work"). Organization will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the IGA.
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **IGA Term**. The **IGA Term** may only be extended upon mutual written agreement of the Parties.
4. Payment for Work Performed: In consideration of the Work performed by Organization, and subject to conditions contained in this IGA, County will pay an amount not-to-exceed the **IGA Amount** to Organization in accordance with the **IGA Documents**.
 - a. Organization shall use the funds provided by County under this IGA (the "Sustainability Tax Funds") solely for the purposes authorized by this IGA. Organization's use of the Sustainability Tax Funds shall strictly comply with the terms of this IGA and the **IGA Documents**.
 - b. This IGA does not entitle Organization to any Sustainability Tax Funds in subsequent years. The maximum amount payable to Organization by County under this IGA is the **IGA Amount** set forth above.
 - c. Organization shall spend Sustainability Tax Funds on the direct costs of performing the Work. Organization is prohibited from spending Sustainability Tax Funds on any indirect costs.
 - d. Organization shall strictly comply with all Boulder County procurement policies and procedures when expending Sustainability Tax Funds.
5. Reporting: Upon County's request, Organization shall provide to County a report summarizing all expenditures of Sustainability Tax Funds within thirty (30) days. Organization shall update the report as requested by County. Organization will be required to report on an annual basis per the reporting requirements outlined in Exhibit A.
6. Organization Records: Organization shall make, keep, maintain, and allow inspection and monitoring by County of records as follows:
 - a. Maintenance: Organization shall make, keep, maintain and allow inspection and monitoring by County of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this IGA. Organization shall maintain such records for a period of five (5) years following expiration or termination of this IGA.

b. Inspection and Monitoring: Organization shall permit County to audit, inspect, examine, excerpt, copy, and transcribe Organization's records related to this IGA to assure compliance with the terms hereof or to evaluate Organization's performance hereunder. Organization will allow County to access its records at any time during normal business hours upon reasonable advance notice, where 48 hours advance notice shall be presumed reasonable. Such records shall include, but are not limited to, financial statements.

7. 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.

8. Remedies for Non-Performance: If Organization fails to perform any of its obligations under this IGA, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this IGA:

a. Suspend Performance: County may require that Organization suspend performance of all or any portion of the Work pending necessary corrective action specified by County and without entitling Organization to an increase in compensation. Organization must promptly stop performance and incurring costs upon delivery of a notice of suspension by County.

b. Withhold Payment Pending Corrections: County may permit Organization to correct any rejected Work at County's discretion. Upon County's request, Organization must correct rejected work at Organization's sole expense within the time frame established by County. Upon completion of the corrections satisfactory to County, County will remit payment to Organization.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the IGA or that Organization otherwise fails to provide or complete, as determined by County in its sole discretion.

d. Repayment: County may demand prompt repayment of Sustainability Tax Funds from Organization where County determines, in its sole discretion, that Organization failed to spend the Sustainability Tax Funds in accordance with this IGA and the **IGA Documents**. Upon County's request, Organization will promptly refund any amounts prepaid by County with respect to such non-compliant Work.

9. 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. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, 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. In the event that County terminates this IGA before its expiration, Organization shall be entitled to receive payment only for Work satisfactorily executed and actual costs incurred prior to delivery of the notice to terminate.

10. Termination for Non-Appropriation: The other provisions of this IGA notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Organization beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **IGA Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this IGA without penalty by providing seven (7) days' written notice to Organization.

11. Reserved.

12. 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.

13. 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.

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

15. Nondiscrimination: Organization will comply with the letter and spirit of 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. County 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. Organization must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

16. Reserved.

17. No 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.

18. Colorado Open Records Act: Either Party may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

19. 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.

20. 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.

21. Legal Compliance: Organization assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Organization's performance under this IGA and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

22. Tax Exemption: Both Parties are exempt from payment of Federal, State, and local government taxes.

23. 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 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

24. 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.

25. Sustainability: Organization shall consider the procurement and use of environmentally preferable products and services while performing services under this IGA. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Organization to incorporate the following actions into Organization's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

[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.

SIGNED for and on behalf of County	SIGNED for and on behalf of Organization
Signature:	Signature:
Name: Marta Loachamin	Name: Norrie Boyd
Title: Chair BOCC	Title: Executive Director of BCHA
Date:	Date:

↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	

Scope of Work & Reporting: Exhibit A

LOW INCOME ENERGY SERVICES BACKGROUND

Boulder County Housing Authority (BCHA) services very low-income to moderate-income households not eligible for DOE Weatherization services. Formerly the Colorado Energy Office (CEO) funded Long Peak Energy Conservation at \$1.6 for all weatherization services across the state, but there have been significant declines in funding and the CEO contract was not renewed. While some Boulder County homes are still served by state weatherization, this funding will go toward residents that never qualified under weatherization and residents most in need. Solar and workforce development will also be a part of this package. BCHA will provide the funds for labor, while the sustainability funds will support the ‘green upgrades’ per unit.

Boulder County Housing Authority will be utilizing the allocated sustainability funds for increasing the energy efficiency of heating, ventilation and air conditioning (HVAC) systems, increasing lighting efficiency, and improving the thermal envelopes of thirteen low-income housing properties. BCHA is also pursuing solar gardens and installing new and/or upgrading existing solar PV systems to reduce electricity load. These target properties contain 124 units that house our most vulnerable families with limited resources. Energy benefits will be seen in reduced utility cost that is a major benefit to families living on fixed incomes and limited resources, as well as increased comfort for households. Scopes of work vary from; upgraded furnaces and repairs to cracked heat exchangers, failing boilers, replacement of inefficient windows, removal of inefficient insulation and upgrades to building envelop closures, replacement of inefficient lighting fixtures, solar PV repairs and/or new solar systems.

BCHA will provide the Office of Sustainability, Climate Action and Resilience the following list of program metrics for the annual sustainability tax public presentation by early December of 2020.

- The number of properties served, and type of upgrades installed;
- The calculated energy savings and greenhouse gas emissions reduced by these measures;
- The reduced energy cost metrics associated with these measures; and
- Any collective qualitative information or visuals of the service to share the ‘story’ of this special service.

This scope of work will be conducted by both BCHA staff and contractor labor. BCHA staff with technical skills (under the leadership of Doug Dolan, BCHA HVAC Supervisor, Michelle, Alexander, Program Project Management, and Ocean, Maintenance Manager) will manage and provide technical assistance to support the engineering and construction contractors. In some cases, BCHA HVAC staff will provide portions of the scope of work.

Budget: Exhibit B

LOW INCOME ENERGY SERVICES		
Operating	\$458,000	Focus on BCHA properties not eligible for weatherization that serve low-income households, seniors and people with disabilities.

Total	\$458,000	
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