



CONDITIONAL

Document Routing Cover Sheet

Please print and attach to your document.

You can view the status of your contract using the [Contract Tracking Status Page](#).

Routing Number	20230126-9932		
Originating Dept	Climate Initiatives		
Routing Contact Person	Heather Sandine	Phone Number	303-441-4390
Project Manager / Contract Administrator	Carolyn Elam	Email	elamc@bouldercolorado.gov
Counter Parties	County of Boulder		
Contract Title / Type	IGA		
Number			
Description	IGA between the City and Boulder County for a multi-pronged manufactured housing wind damage assessment and efficiency performance program.		
Action Items			
Date	Note		
(1)			
(2)			
(3)			
Expiration Date	10/30/2027		
Amount	NTE \$500,000 per party	Expense Type	OUTGOING

✓ Dept. Head Signature Jonathan Koehn

NOTE; Originating Department: Identify with a check mark all areas document needs to be routed.

- Purchasing _____
- Budget _____
- Sales Tax _____

✓ CAO Laurel Witt

NOTE: City will sign first.

✓ City Manager _____

✓ Central Records Dept will provide CR with fully executed copy for Laserfiche.

A link to the electronic copy of the document(s) will arrive via e-mail to the e-mail addresses on the routing form once document has been scanned into LaserFiche.

**Intergovernmental Agreement
Between Boulder County and the City of Boulder
Concerning the Manufactured Housing Wind
Damage Repair and Efficiency Upgrade Program**

This Intergovernmental Agreement (the “Agreement”) is entered into by the County of Boulder, a body corporate and politic of the State of Colorado (“Boulder County” or “County”), and the City of Boulder, a Colorado home rule municipality (the “City”). The County and the City may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

RECITALS

A. 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.

B. The City and Boulder County are partnering in a multi-pronged manufactured housing wind damage assessment and efficiency performance program (“Program”).

C. The Parties may engage in cost-sharing to fund implementation of the Program. This Agreement memorializes each Party’s responsibilities with respect to the Program.

AGREEMENT

In consideration of the covenants set forth herein and the mutual benefits to be derived by the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. The Parties’ Obligations. The Parties’ obligations under this Agreement are set forth in **Exhibit A**, Scope of Work, attached hereto and incorporated herein. Each Party shall report on the progress of the Project on the first day of each quarter (January, April, July and October), using a mutually agreed upon format.

2. Funding. Each Party will bear the costs of performing its obligations under this Agreement except as specifically set forth in **Exhibit B**, Program Costs, attached hereto and incorporated herein, or as otherwise agreed to in writing by the Parties.

3. Term of Agreement. The term of this Agreement shall be as the date of its execution as set forth on the signature page attached to this Agreement. Subject to the annual appropriations, this Agreement shall remain in effect until the completion of the Project, as indicated in Exhibit A, or October 30, 2027, whichever is sooner.

4. Modification. This Agreement may be altered, amended, or repealed only on the mutual agreement of the Parties by a duly executed written instrument.

5. Assignment. This Agreement shall not be assigned or subcontracted by either Party without the express prior written consent of the other Party.

6. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

7. **Choice of Laws.** The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Agreement shall be initiated and pursued by the Parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

8. **Waiver of Breach.** Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

9. **Integration.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the Parties relating to the services covered by this Agreement, whether written, oral, or partly written and partly oral.

10. **Indemnification.** Neither Party indemnifies the other Party. The County and the City each assume responsibility for the actions and omissions of its own agents and employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of their own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as the same may be later amended. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act § 24-10-101 et seq., C.R.S., as amended.

11. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12. **No Third-Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

13. **Not Agent or Representative.** Neither Party is an agent or representative of the other Party and shall have no authority under this Agreement or otherwise to make representations or commitments, verbal or written, on behalf of the other Party without that Party's express prior consent.

14. **No Multiple-Fiscal Year Obligation.** To the extent any Party has financial obligations under this Agreement, those obligations are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement

constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of either Party's credit, or a payment guarantee by either Party to the other.

15. Counterparts. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals this _____ day of _____, 2023. The Parties to this Agreement have caused it to be executed by their authorized officers as of the day and year first above written. This Agreement may be executed in counterparts, each of which shall be original, but all of which together shall constitute a fully binding and executed Agreement.

BOULDER COUNTY

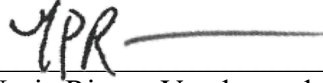
Jana Peterson, Boulder County Administrator

Attest: _____
Clerk to the Board

Date

[Further signature page follows]

THE CITY OF BOULDER



Nuria Rivera-Vandermyde, City Manager

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT A
Scope of Work

Objectives.

The objectives for this manufactured homes (MH) assistance program (the “Program”) are to reduce the energy burden of residents and enhance community resilience to climate-related events by effecting repairs and energy efficiency upgrades to MH and through education and outreach efforts, beginning with providing assistance related to repairs to MH damage caused by the December 30, 2022 Marshall straight-line wind damage. The Program leverages the respective competencies and capacities of the City and County to achieve operational efficiencies and to simplify the customer experience for MH residents benefitting from the Program. The Program will be implemented in a phased approach.

Each phase shall be initiated first as a pilot. Prior to implementation, the Parties will agree upon the scope and budget of the pilot. Upon completion of the pilot, the Parties will review lessons learned, and mutually agree upon the design and scope for full program implementation.

Phase I: Wind Damage and Energy Efficiency Assessments.

- 1) The City and/or its contractors will conclusively document the damages that occurred during the high winds associated with the December 30, 2021, Marshall Fire to MH homes within the City and in areas of unincorporated Boulder County outside of the city limits.
- 2) The City and/or its contractors will assess potential energy efficiency improvement opportunities while undertaking the wind damage assessment. For the full visual inspections to occur, a walk-through of the interior of the homes should occur.
- 3) From these assessments, a list of building materials and projected labor hours will be developed for each home to develop project scope(s) for Phase II, below.

Phase II: Wind Damage Repairs and Energy Efficiency Improvements.

- 1) The City will implement wind damage repairs and/or energy efficiency improvements for MH residents who apply for assistance, using hired contractors and/or volunteer and charitable organizations such as Mennonite Disaster Services.
 - a. The repairs and improvements made will be done at no-cost or little cost to the resident. The latter will require prior homeowner approval.
 - b. The Parties will mutually establish repair priorities based on available budget and contractor capacity.

- c. The City will administer a grant program and remit all grant payments to the resident and contractor, as applicable.
- 2) The Parties will identify and secure additional funding to support future phases of the program.

Phase III: Further Energy Efficiency/Electrification Education and Opportunities.

- 1) The Parties will develop and implement an energy efficiency and electrification program for MH residents, including education and other outreach on these issues.
 - a. The Parties will define the roles and responsibilities of the Parties for implementation of this Phase as it becomes applicable.
 - b. The Parties will utilize Phase I assessments to support program design and implementation.
 - c. The Parties will leverage other mechanisms and funding sources, such as energy audits and utility incentive programs, to provide energy efficiency and electrification services to MH communities.
 - d. The Parties will identify and secure implementation partners and contractors.
- 2) The Parties and/or their contractors will work to assist eligible residents enroll in low-income dedicated solar gardens and other bill assistance programs.
- 3) The Parties will host community events such as resource fairs, energy efficiency education, and disaster preparedness training.

Project Roles and Responsibilities.

While subject to mutual agreement upon changes or adjustments between the program managers at the County and the City, the roles in the implementation of this MH assistance program are as follows:

The City:

1. Will oversee the overall administration of all Phases of the Program.
2. Will manage and contract with the contractors hired to undertake the Phase I assessments and Phase II implementation. It is acknowledged by the County that the City alone within

their contract with each contractor has the exclusive right to manage, modify or terminate the agreements as noted in the contract language.

- a. In this capacity, the City will provide payment to the contractors for services rendered. The County for its part, will share in the costs as outlined in Exhibit B, Program Costs. The City will invoice the County for its share of the agreed upon costs.
 - b. Notwithstanding anything to the contrary elsewhere in this Agreement, to the extent the City requires pre-approved contractors to provide services and enter into construction contracts with MH homeowners in unincorporated Boulder County and for which the County is responsible for reimbursing the City for payments made to such service provider, the terms and conditions, including pricing, applicable to work in unincorporated Boulder County must be at least as favorable as any terms and condition that apply to work performed within the City's limits.
3. Will manage the contractors and volunteer organizations that will be involved with Phase II.
- a. In this capacity, the City will provide payments when needed to the contractors for services rendered.
 - b. The City will additionally provide payments to all volunteer organizations, with a prior participation agreement with the City, for any reimbursable expenses incurred as outlined by the agreement. The County for its part, will share in the costs as outlined in Exhibit B, Program Costs.
4. Will provide advance approval either through written letter or email for any reimbursable work undertaken by the County.
5. Will develop and host community events.

Boulder County:

1. Will serve as the primary liaison between other County departments and the City.
2. Will provide advance approval either through written letter or e-mail for any reimbursable work undertaken by the City.
3. Will support overall program design and implementation including, but not limited to:
 - i. Helping secure necessary contractor and financial resources;
 - ii. Identify grant, rebate or other funding opportunities; and

- iii. As applicable, leverage other County-offered programs, such as EnergySmart.

4. Will develop and host community events.

To assist in facilitating Phase I, II, or III the Parties shall obtain the help of at least one to two (1-2) community connectors, also known as cultural brokers, from each targeted MH Park or community-based organization who will act as the trusted conduit or intermediary between the City or County representatives, the contractors, and the residents being served. Unless otherwise agreed upon, the City will be responsible for providing any gifts or support to community connectors/cultural brokers supporting MH parks located within the City's limits and the County will be responsible for providing any gifts or support to the community connectors/cultural brokers supporting MH parks located in unincorporated Boulder County.

EXHIBIT B
Program Costs

To ensure funding of this Program, each Party commits an amount not to exceed \$500,000, in total, per Party, across all Phases of the Program.

The County will reimburse the City for any Program costs benefiting MH residents located outside the City's limits, including but not limited to, costs paid by the City to contractors to perform work under the Program or for materials related to such work, provided that the County approves the amount of any such Program costs in writing and in advance of the City committing those funds to use.

The City will reimburse the County for any Program costs benefiting MH residents located in the City's limits, provided that the City approves the amount of any such Program costs in writing in advance of the County committing those funds to use.

For the Finance Departments at both the County and the City to process the payments, invoices will be required along with any related receipts, bids or cost estimates associated with the work. To manage their own budgets associated with this Program, the County and the City will endeavor to keep the other informed on an on-going basis of the expenses being incurred, or to be incurred. The Parties agree that all reimbursements are subject to advance approval by each Party's designee prior to the commencement of any work.

EXHIBIT C
Authorized Representatives

City of Boulder	Boulder County
Primary: Carolyn Elam Sustainability Senior Manager (303) 441-4936 elamc@bouldercolorado.gov	Primary: Dave Hatchimonji Income-Qualified Programs Manager (720) 443-8218 dhatchimonji@bouldercounty.org
Backup: Jonathan Koehn Director, Climate Initiatives (303) 441-1915 koehnj@bouldercolorado.gov	Backup: Zac Swank Deputy Director, OSCAR (303) 441-1143 zswank@bouldercounty.org