

INTERGOVERNMENTAL AGREEMENT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	303219
BCHA Contact Information	
Legal Entity	Boulder County
Department	Community Services
Division/Program	Strategic Initiatives
Mailing Address	P.O. Box 471, Boulder, CO 80306
IGA Contact – <i>Name, email</i>	Jim Adams-Berger, jadams-berger@bouldercounty.gov
Invoice Contact – <i>Name, email</i>	
Recipient Contact Information	
Name	City of Boulder
Mailing Address	PO Box 791, Boulder, CO 80306
Contact 1- <i>Name, title, email</i>	Eli Urken, Housing Investment Sr Project Manager, urkene@bouldercolorado.gov
Contact 2- <i>Name, title, email</i>	Elizabeth Crowe, Deputy Director of Housing & Human Services, crowee@bouldercolorado.gov
IGA Term	
Start Date	11/29/2023
Expiration Date	11/29/2024
IGA Amount	
IGA Amount	\$300,000
Project #	
Brief Description of Project	
Boulder County is providing \$300,000 to the City of Boulder for purchase and development of real property to be used for stable, transitional housing for individuals who are experiencing homelessness, or are at risk of homelessness, and in recovery from a substance-use disorder.	
IGA Documents	
Exhibit A – Use of Funds	
IGA Notes	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("**IGA**") is entered into by and between the County of Boulder, State of Colorado, a body, corporate and politic, for the benefit of the Community Services Department ("**County**") and the City of Boulder, a Colorado home rule city ("**City**"), each a "**Party**," and collectively the "**Parties**."

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

1. Incorporation into IGA: The **Details Summary** and **IGA Documents** are incorporated into this IGA by reference.
2. Use of Funds: City must use the **IGA Amount** for reimbursement of funds used for purchase of the property, and in connection with the purposes, set forth in detail on Exhibit A ("**Project**").
3. Term of IGA: The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner.
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. Information and Reports: City will (a) maintain a complete file of all records, documents, communications, financial statements, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Project ("**Project Records**"), (b) provide County with any Project Records within 10 business days of request, and (c) allow the County to access, audit, inspect, copy and transcribe any of the Project Records at any time during normal business hours upon 10 business days advance notice, in each case, for purposes of confirming compliance with the terms of this IGA.
6. Termination 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 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.
7. Remedies for Breach: If City breaches any of its material obligations under this IGA, and fails to cure such breach as provided for in Section 6, then, in addition to any remedies available elsewhere in this IGA, at law or in equity, County may require City to repay all or any part of the IGA Amount.
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.
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 or subcontracted by either Party without the prior written consent of the other.
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 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
13. No Waiver: 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. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
16. 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. § 24-72-200.1, et seq.
17. 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.
18. 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.
19. Legal Compliance: City assumes full responsibility for obtaining and maintaining any permits and licenses required to undertake and complete the Project. City is solely responsible for ensuring that its performance under this IGA, and the Project itself complies with all Federal, State, and local laws, regulations, ordinances and codes.
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.

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.

SIGNED for and on behalf of County		
Signature:		
Name:		
Title:		
Date:		
<p style="text-align: center;">↓↓<i>For Board-signed documents only</i>↓↓</p>		
Attest Signature:	<i>Initial</i>	
Attestor Name:		
Attestor Title:		

CITY OF BOULDER
a Colorado home rule city

Nuria Rivera-Vandermyde
City Manager

Date: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney's Office

**EXHIBIT A
USE OF FUNDS**

1. **USE OF FUNDS:** City will use the funds to support the purchase of residential property located at 2041 Pearl Street, Boulder, CO 80302 (the “Property”).

2. **ADDITIONAL TERMS:**
 - a. City will take all action necessary to convert the Property into, and ensure that it is used solely for, stable, transitional housing and recovery programming (“Recovery Housing”) for individuals who are (a) experiencing homelessness or are at risk of homelessness, (b) suffering from a substance-use disorder, and (c) receiving treatment through the County’s Project Recovery Program;
 - b. Funding is conditioned upon the recording on the Property of a restrictive covenant or similar legal instrument running with the land in a form, and containing terms and conditions, reasonably acceptable to the County requiring use of the Property for Recovery Housing before the Property is transferred to Tribe Recovery Homes, Inc.;
 - c. While general operation of the Program will be monitored by the County, any policy decisions or changes to the Project Recovery Program services impacting the Property’s residents will be discussed and agreed upon by the County and City representatives;
 - d. If the Property ceases to be used for Recovery Housing for a period of 90 or more consecutive days (except for reasons beyond the reasonable control of the City), City will pay to County an amount equal to 1/6 of the funds recovered by the City under the Amended and Restated Program Funding Agreement and Release of Prior Funding Agreement (Shared Equity Acquisition) in the form generally shown on Attachment A.1. and
 - e. Other than a transfer of title to Tribe Recovery Homes, Inc., City may not transfer title to the Property without County’s prior written consent.

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