



CITY OF LEADVILLE

Tuesday, January 25th, 2022 – 6:00 P.M. CITY COUNCIL SPECIAL MEETING AGENDA 800 HARRISON AVE, LEADVILLE, CO.

<https://leadville-co-gov.zoom.us/j/83111814072?pwd=RHppaHJJWjFTakpXSDhF...>

Meeting ID: 831 1181 4072

Passcode: 80461

Dial by your location

+1 346 248 7799 US (Houston)

6:00 p.m.	1.	Call to order of Special Meeting of City Council
	2.	Roll Call
6:05 p.m.	3.	Approval of Agenda
		Agenda Revisions:
6:10 p.m.	5.	Housekeeping Matters
	6.	Public comments about items not on the agenda
		Citizens wishing to speak to council on issues <u>not</u> on the agenda are requested to send a message in the chat section or raise your hand in the participants section of Zoom or in person. Staff will call on public in order. Comment is limited to three (3) minutes (not including council questions). Action, if required, will be assigned to city staff. For matters <u>on the agenda</u> public input will be heard prior to a vote being taken on the matter.
6:30 p.m.	7.	Resolutions and Ordinances A. Resolution No. 6, Series of 2022 – Approving IGA City/County DOLA grant B. Intergovernmental Agreement DOLA Planning Grant Strategic Plan
7:00 p.m.	9.	Parking – Parking Program
8:30 p.m.	14.	Adjournment

* These items may not have briefs or may have additional briefs Tuesday before the Council meeting.

**INTERGOVERNMENTAL AGREEMENT
DOLA PLANNING GRANT STRATEGIC PLAN**

THIS AGREEMENT is made and entered into effective this ____ day of _____, 2022, by and between Lake County, Colorado, a political subdivision of the state of Colorado with offices at 505 Harrison Ave, Leadville, Colorado, hereinafter referred to as "County" and the City of Leadville, a municipal corporation with offices at 800 Harrison Ave, Leadville, Colorado, hereinafter referred to as "City" both of which are hereinafter referred to as "Parties."

RECITALS:

A. Section 18(2)(a) and (b) of Article XIV of the Constitution of the State of Colorado and the Colorado Intergovernmental Relationships Statute, C.R.S. § 29-1-201, *et seq.*, authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the sharing of costs, if such contract sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties.

B. The County and City jointly applied for a Department of Local Affairs (DOLA) planning grant to adopt policy and regulatory strategies to qualify for the Affordable Housing Development Incentives Grant Program.

E. The County and City desires to cooperate and enter into an Intergovernmental Agreement setting forth the term and conditions for said project.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the foregoing and the mutual promises, covenants, terms and conditions contained herein, City and County agree as follows:

DESCRIPTION OF THE PROJECT

1. **Project Scope.** Development of a Regional Housing Authority and implementation of land use code/policy updates in the County and City's respective codes to incentivize and/or reduce barriers to affordable housing development in Lake County and the City of Leadville.

2. **Date of Commencement and Substantial Completion.** Commencement of work under this Agreement shall begin upon execution of the DOLA Grant Contract, attached hereto as Exhibit A, and this Agreement by the Parties. It is the intent of the Parties that the project will be completed by November 30, 2022.

3. **Project Cost.** Total cost for the project shall not exceed \$65,000.00, including state and local funding, unless either the County or City elects to exceed that amount and receives DOLA approval and amends this agreement.

4. **Technical Assistance.** Through a joint Request for Proposal (RFP) process and selection of a contractor provide technical to assistance with carrying out the responsibilities and activities under the DOLA Grant Contract.

OBLIGATIONS OF CITY

As consideration for the performance of the County hereunder, the City agrees to undertake the following obligations during the term of this Agreement:

1. Agree to work in good faith and willingness in collaboration with the County of Lake, selected contractor(s), and stakeholders to ensure an inclusive, community engaged process.
2. To reimburse the County \$8,125.00 for the City's portion of matching DOLA grant funds and authorize the County to act as the fiduciary agent and grant Administrator for grant reporting to DOLA.
3. To authorize the County to execute contract(s) with the agreed upon contractor(s) from the RFP process.

OBLIGATIONS OF COUNTY

As consideration for the performance of the City hereunder, the County agrees to undertake the following obligations during the term of this Agreement:

1. Function as the Administrator under the DOLA Grant Contract and promptly disburse the County's and City's portions of the DOLA match funding in the total amount of \$16,250.00 upon receipt of qualifying invoices.
2. Agree to work in good faith and willingness in collaboration with the City of Leadville, selected contractor(s), and stakeholders and execute a contract with the selected contractor to ensure an inclusive, community engaged process.
3. Advertise a request for proposal to obtain technical assistant with the scope of work and deliverables as outlined within the DOLA grant. Participate with the selection process for the said contractor(s).
4. Maintain and make available to the City upon request detailed financial records including work performed, invoices and approved pay requests and payments made to the contractors.

OTHER PROVISIONS:

The parties agree that their performance under this Agreement shall be subject to the following provisions:

5. **Term.** The term of this Agreement shall commence on the date first set forth above and shall end on November 30, 2022.

6. **Liability Exposure.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, by City or County.

7. **Complete Agreement.** This Agreement constitutes the complete Agreement on the subject hereof and supersedes and replaces all prior oral and written understandings and/or agreements of the parties on the subject hereof.

8. **Governing Law.** This Agreement and the rights and duties of the parties shall be construed and interpreted and enforced in accordance within the laws of the State of Colorado.

9. **Modifications.** This Agreement may not be modified or amended in any manner by either or both of the parties unless the same is set forth in a written agreement making reference to this Agreement and signed by the parties hereto. No waiver of any of this Agreement's provision or conditions shall be binding unless made in writing and signed by the Chair of the Board of County Commissioners and the Mayor of the City of Leadville.

10. **Binding Agreement.** When executed by the parties, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Any delegation or assignment of this Agreement or any of the obligations set forth herein by either party without the prior written consent of the other party shall be void and of no force and effect.

11. **Severable.** If any provision of this Agreement shall be determined invalid, illegal or without force by a Court of Law or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

12. **Waiver.** Failure to exercise any remedy which either party may have under this Agreement or any other acquiescence by one party, shall not constitute a waiver of any obligation of the defaulting party hereunder.

13. **Notices:** All notices required under this Agreement shall be sent in writing by certified or registered mail, return receipt requested, to the following address:

Lake County Board of Commissioners
C/O: County Manager
505 Harrison Ave, PO Box 513

Leadville, CO 80461
City of Leadville
Attn: Greg Labbe, Mayor
800 Harrison Ave
Leadville, CO 80461

14. **Captions.** Captions and headings used in this Agreement are for identification only and shall be disregarded in any construction or interpretation of the provisions of this Agreement.

15. **Appropriations of Funds.** This Agreement is expressly made subject to the annual appropriation of funds by City and County for its performance and upon failure of City or County to appropriate funds for this Agreement, said Agreement shall be terminated without liability to either party.

16. **No Third Party Beneficiary.** Enforcement of the terms and conditions of this Agreement shall be strictly reserved to the City and County and nothing contained in this Agreement shall give or allow any claim or right of action by any other party or third person.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk to Board

By: _____
Sarah Mudge, Chair

ATTEST:

CITY OF LEADVILLE

By: _____
Deputy City Clerk

By: _____
Greg Labbe, Mayor

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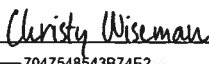

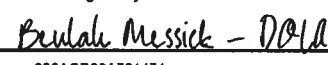
Exhibit A
DOLA Grant Contract

IHOP
CTGG1 NLAA 2022*2721

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Local Affairs	DLG Portal Number IHOP PLN011	CMS Number 172662
Grantee Lake County	Grant Award Amount \$48,750.00	Retainage Amount \$2,437.00
Project Number and Name IHOP PLN011 – Lake County and Leadville Planning Grant	Performance Start Date The later of the Effective Date or November 24, 2021	Grant Expiration Date September 30, 2023
Project Description The Project consists of developing a Regional Housing Authority and implementation of land use code/policy updates in the County and City's respective codes to incentivize and/or reduce barriers to affordable housing development in Lake County and the City of Leadville.	Program Name Innovative Housing Planning Grant Program (IHOP)	
	Funding Source STATE FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number N/A	
DOLA Regional Manager <u>Christy Doon, (719) 580-1313, (christy.doon@state.co.us)</u>		
DOLA Regional Assistant <u>Randi Snead, (719) 924-2087, (randi.snead@state.co.us)</u>	VCUST# 14267	Address Code AD002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

<p style="text-align: center;">DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER</p> <p>DocuSigned by:  7047548543B74E2</p> <p>By: Christy Wiseman, IHOP Program Manager</p> <p>Date: 12/3/2021 11:03 AM MST</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director</p> <p>DocuSigned by:  8139CF536BC34AC</p> <p>By: Rick M. Garcia, Executive Director</p> <p>Date: 12/3/2021 2:19 PM MST</p>
<p>In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "Effective Date").</p>	
<p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  090ACD88A721474</p> <p>By: Beulah Messick, Controller Delegate Department of Local Affairs</p> <p>Effective Date: 12/6/2021 5:15 PM MST</p>	

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TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

Authority to enter into this Grant Award Letter exists in the law as follows:

A. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 24-32-130 (Local Government Planning Grant Program) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been

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accomplished from and with appropriate agencies. This Grant Award Letter is funded, in whole or in part, with State funds.

B. *Reserved.*

4. **DEFINITIONS**

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. **“Exhibits”** means the following exhibits attached to this Grant Award Letter:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

E. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. **“Grant Award Letter”** or **“Grant”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. **“Grant Funds”** or **“Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

L. **“Incident”** means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. **“Initial Term”** means the time period between the Performance Start Date and the initial Grant Expiration Date.

N. *Reserved.*

O. **“Other Funds”** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.

P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.

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- Q.** “**Performance Start Date**” means the later of the Performance Start Date or the Execution Date shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.
- R.** *Reserved.*
- S.** *Reserved.*
- T.** *Reserved.*
- U.** “**Project**” means the overall project described in **Exhibit B**, which includes the Work.
- V.** “**Project Budget**” means the amounts detailed in **§6.2 of Exhibit B**.
- W.** *Reserved.*
- X.** *Reserved.*
- Y.** “**Services**” means the services performed by Grantee as set forth in this Grant Award Letter, and shall include any services rendered by Grantee in connection with the Goods.
- Z.** “**State Confidential Information**” means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA.** “**State Fiscal Rules**” means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB.** “**State Fiscal Year**” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC.** “**State Records**” means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD.** *Reserved.*
- EE.** “**Subcontractor**” means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF.** *Reserved.*
- GG.** *Reserved.*
- HH.** *Reserved.*
- II.** “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- JJ.** “**Work Product**” means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

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5. PURPOSE

The purpose of the Innovative Housing Planning Grant Program is to assist political subdivisions to assess the housing needs of its communities and promote the development of affordable housing. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Grant Award Terms and Conditions page of this Grant Award Letter.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Grant Award Letter or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Grant Award Letter, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

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D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Project Budget in **Exhibit B**.

- i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in §7.E.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

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10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

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11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C.

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Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Grant Award Letter shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Order of Precedence

In the event of a conflict or inconsistency between this Grant Award Letter and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i. Any executed Option Letter
- ii. The provisions of this Grant Award Letter.
- iii. The provisions of any exhibits to this Grant Award Letter.

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G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. *Reserved.*

L. Digital Signatures

If any signatory signs this Grant using a digital signature in accordance with the Colorado State Controller Contract, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Grant by reference.

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IHOP PLN011 – Lake County and Leadville Planning Grant

EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Innovative Housing Planning Program. The purpose of the Innovative Housing Planning Grant Program (IHOP) is to assist political subdivisions to assess the housing needs of its communities and promote the development of affordable housing.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of developing a Regional Housing Authority and implementation of land use code/policy updates in the County and City's respective codes to incentivize and/or reduce barriers to affordable housing development in Lake County and the City of Leadville.

2.2. Work Description. Lake County ("Grantee" or "County") and the City of Leadville ("City") will pursue adoption of affordable housing incentive strategies supported by existing plans and a robust community engagement process. The engagement process will ensure participation by underrepresented voices as well as all key stakeholders. They will work together on this effort under an intergovernmental agreement that will be signed December 6, 2021. The County and City will also work on the formation of a Regional Housing Authority to strengthen the region's support of variety of housing products including affordable housing (aligned with the definition of affordable housing in C.R.S 24-32-130(1)(a) as up to 80% AMI for rental housing and up to 140% AMI for home ownership opportunities). The County and City will examine opportunities for updates to internal processes and procedures that support affordable housing development and community benefits. Deliverables include the final document of the formation of the Regional Housing Authority (and other applicable studies) and land use code/zoning code text amendment language. In addition, a final informal report or memo will be submitted that reports which strategies the County and City originally proposed to pursue, the outcome of that exploration, which strategies were adopted (and links to the code sections), the community engagement process used, how the process was inclusive and addressed equity concerns, how the development of the Regional Housing Authority (and other applicable studies) informed policy decisions or approach, and any lessons learned. The Grantee will report quarterly performance metrics in a form provided by DOLA. Grantee will own all resulting documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees. Ineligible expenses include administrative costs, food, or services to support community engagement/public meetings.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

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4. DELIVERABLES

- 4.1. Outcome.** The final outcome of this Grant is the formation of a Regional Housing Authority and the formal adoption of one or more qualifying strategies either through land use code/zoning code updates, reducing barriers, and/or providing incentives for affordable housing development in Lake County and the Town of Leadville.
- 4.2. Service Area.** The performance of the Work described within this Grant shall be located in Lake County and the City of Leadville, Colorado.
- 4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Begin work/Contractor mobilization.	Within 90 days after the Effective Date of this Grant agreement.
Submit draft deliverables (i.e. regional housing authority formation, land use code updates language, and final overview memo for DOLA) for review.	Within 30 days prior to the first public hearing (e.g., Planning Committee) date.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	December 29, 2023

4.4. Budget Line Adjustments.

- 4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).
- 4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in §6.2, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in §6.2 below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.
- 4.5. Quarterly Pay Request and Status Reports.** Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.
- 4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per §6.2 of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.
- 4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
4th (Oct-Dec)	2021	January 30, 2022	Yes	Yes
1st (Jan-Mar)	2022	April 30, 2022	Yes	Yes

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2 nd (Apr-Jun)	2022	July 30, 2022	Yes	Yes
3 rd (Jul-Sep)	2022	October 30, 2022	Yes	Yes
4 th (Oct-Dec)	2022	January 30, 2023	Yes	Yes
1 st (Jan-Mar)	2023	April 30, 2023	Yes	Yes
2 nd (Apr-Jun)	2023	July 30, 2023	Yes	Yes
3 rd (Jul-Sep)	2023	October 30, 2023	Yes	Yes

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Anne Schneider, Senior Planner (aschneider@co.lake.co.us), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. Greg Labbe, Mayor, City of Leadville (lvmayor@leadville-co.gov). Such key personnel shall be updated through the process in §5.3.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager: Christy Doon, (719) 580-1313, (christy.doon@state.co.us)

5.5. DLG Regional Assistant: Randi Snead, (719) 924-2087, (randi.snead@state.co.us)

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide at least 25% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Grant Award Letter and/or Exhibit B.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$65,000	\$48,750	\$16,250	Grantee
	Total	\$65,000	\$48,750	\$16,250	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

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Payment	Amount	
Interim Payment(s)	\$46,313	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$2,437	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$48,750	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this Exhibit B.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this §8.3 may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

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- 9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.
- 9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.
- 9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.
- 9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 6
SERIES OF 2022**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY CONCERNING
A DOLA PLANNING GRANT STRATEGIC PLAN**

WHEREAS, the City of Leadville, Colorado (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, Lake County, Colorado (“County”) and the City are government entities authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203 to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, the County and City jointly applied for a Department of Local Affairs (DOLA) planning grant to obtain assistance in adopting policy and regulatory strategies to qualify for the Affordable Housing Development Incentives Grant Program and desire to enter into an intergovernmental agreement setting forth each party’s role and responsibilities related to such planning grant activities (“Agreement”); and

WHEREAS, the City Council finds it is in the best interests of the City to approve and enter into the Agreement with the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

Section 2. The City Council hereby: (a) approves the Intergovernmental Agreement (“Agreement”) in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the Mayor, to make any non-substantive changes to the Agreement that do not increase the financial obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

Section 3. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 4. **Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

ADOPTED this 25th day of January 2022 by a vote of ____ in favor, ____ against,
____ abstaining, and ____ absent.

CITY OF LEADVILLE, COLORADO:

Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

EXHIBIT 1
INTERGOVERNMENTAL AGREEMENT

(see attached)

**INTERGOVERNMENTAL AGREEMENT
DOLA PLANNING GRANT STRATEGIC PLAN**

THIS AGREEMENT is made and entered into effective this ____ day of _____, 2022, by and between Lake County, Colorado, a political subdivision of the state of Colorado with offices at 505 Harrison Ave, Leadville, Colorado , hereinafter referred to as “County” and the City of Leadville, a municipal corporation with offices at 800 Harrison Ave, Leadville, Colorado, hereinafter referred to as “City” both of which are hereinafter referred to as “Parties.”

RECITALS:

A. Section 18(2)(a) and (b) of Article XIV of the Constitution of the State of Colorado and the Colorado Intergovernmental Relationships Statute, C.R.S. § 29-1-201, *et seq.*, authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the sharing of costs, if such contract sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties.

B. The County and City jointly applied for a Department of Local Affairs (DOLA) planning grant to adopt policy and regulatory strategies to qualify for the Affordable Housing Development Incentives Grant Program.

E. The County and City desires to cooperate and enter into an Intergovernmental Agreement setting forth the term and conditions for said project.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the foregoing and the mutual promises, covenants, terms and conditions contained herein, City and County agree as follows:

DESCRIPTION OF THE PROJECT

1. **Project Scope.** Development of a Regional Housing Authority and implementation of land use code/policy updates in the County and City’s respective codes to incentivize and/or reduce barriers to affordable housing development in Lake County and the City of Leadville.

2. **Date of Commencement and Substantial Completion.** Commencement of work under this Agreement shall begin upon execution of the DOLA Grant Contract, attached hereto as Exhibit A, and this Agreement by the Parties. It is the intent of the Parties that the project will be completed by November 30, 2022.

3. **Project Cost.** Total cost for the project shall not exceed \$65,000.00, including state and local funding, unless either the County or City elects to exceed that amount and receives DOLA approval and amends this agreement.

4. **Technical Assistance.** Through a joint Request for Proposal (RFP) process and selection of a contractor provide technical to assistance with carrying out the responsibilities and activities under the DOLA Grant Contract.

OBLIGATIONS OF CITY

As consideration for the performance of the County hereunder, the City agrees to undertake the following obligations during the term of this Agreement:

1. Agree to work in good faith and willingness in collaboration with the County of Lake, selected contractor(s), and stakeholders to ensure an inclusive, community engaged process.
2. To reimburse the County \$8,125.00 for the City's portion of matching DOLA grant funds and authorize the County to act as the fiduciary agent and grant Administrator for grant reporting to DOLA.
3. To authorize the County to execute contract(s) with the agreed upon contractor(s) from the RFP process.

OBLIGATIONS OF COUNTY

As consideration for the performance of the City hereunder, the County agrees to undertake the following obligations during the term of this Agreement:

1. Function as the Administrator under the DOLA Grant Contract and promptly disburse the County's and City's portions of the DOLA match funding in the total amount of \$16,250.00 upon receipt of qualifying invoices.
2. Agree to work in good faith and willingness in collaboration with the City of Leadville, selected contractor(s), and stakeholders and execute a contract with the selected contractor to ensure an inclusive, community engaged process.
3. Advertise a request for proposal to obtain technical assistant with the scope of work and deliverables as outlined within the DOLA grant. Participate with the selection process for the said contractor(s).
4. Maintain and make available to the City upon request detailed financial records including work performed, invoices and approved pay requests and payments made to the contractors.

OTHER PROVISIONS:

The parties agree that their performance under this Agreement shall be subject to the following provisions:

5. **Term.** The term of this Agreement shall commence on the date first set forth above and shall end on November 30, 2022.

6. **Liability Exposure.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, by City or County.

7. **Complete Agreement.** This Agreement constitutes the complete Agreement on the subject hereof and supersedes and replaces all prior oral and written understandings and/or agreements of the parties on the subject hereof.

8. **Governing Law.** This Agreement and the rights and duties of the parties shall be construed and interpreted and enforced in accordance within the laws of the State of Colorado.

9. **Modifications.** This Agreement may not be modified or amended in any manner by either or both of the parties unless the same is set forth in a written agreement making reference to this Agreement and signed by the parties hereto. No waiver of any of this Agreement's provision or conditions shall be binding unless made in writing and signed by the Chair of the Board of County Commissioners and the ~~President of the City Council~~ Mayor of the City of Leadville.

10. **Binding Agreement.** When executed by the parties, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Any delegation or assignment of this Agreement or any of the obligations set forth herein by either party without the prior written consent of the other party shall be void and of no force and effect.

11. **Severable.** If any provision of this Agreement shall be determined invalid, illegal or without force by a Court of Law or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

12. **Waiver.** Failure to exercise any remedy which either party may have under this Agreement or any other acquiescence by one party, shall not constitute a waiver of any obligation of the defaulting party hereunder.

13. **Notices:** All notices required under this Agreement shall be sent in writing by certified or registered mail, return receipt requested, to the following address:

Lake County Board of Commissioners
C/O: County Manager

505 Harrison Ave, PO Box 513
Leadville, CO 80461
City of Leadville
Attn: Greg Labbe, Mayor
800 Harrison Ave
Leadville, CO 80461

14. **Captions.** Captions and headings used in this Agreement are for identification only and shall be disregarded in any construction or interpretation of the provisions of this Agreement.

15. **Appropriations of Funds.** This Agreement is expressly made subject to the annual appropriation of funds by City and County for its performance and upon failure of City or County to appropriate funds for this Agreement, said Agreement shall be terminated without liability to either party.

16. **No Third Party Beneficiary.** Enforcement of the terms and conditions of this Agreement shall be strictly reserved to the City and County and nothing contained in this Agreement shall give or allow any claim or right of action by any other party or third person.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk to Board

By: _____
Sarah Mudge, Chair

ATTEST:

CITY OF LEADVILLE

By: _____
Clerk to the City Deputy City Clerk

By: _____
Greg Labbe, Mayor

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Exhibit A
DOLA Grant Contract