

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE HOUSING
AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO
AND THE CITY AND COUNTY OF DENVER**

This Intergovernmental Agreement (this “IGA”) is made and entered into by and between the **HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, COLORADO**, a public body corporate and politic (“DHA”) with its principal place of business located at 1035 Osage Street, Denver, Colorado 80204 and the **CITY AND COUNTY OF DENVER**, Colorado, a municipal corporation of the State of Colorado whose address is 1437 Bannock, Denver, CO 80202 (“City”) together DHA and the City are sometimes referred to herein as the “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, pursuant to the FY2016 HUD Choice Neighborhood Implementation Grant, DHA is redeveloping Sun Valley, a district-scale redevelopment of the entire Sun Valley neighborhood, including owner-occupied and rental housing, youth and education facilities and programs, international food and micro-business services; and parks and open space; and

WHEREAS, the City desires to support the redevelopment of Sun Valley, particularly by advancing the reconstruction of 13th Avenue and other improvements as specified in this IGA to connect Sun Valley to Downtown and surrounding neighborhoods, provide safe and convenient routes/facilities for all modes, support community vitality, enhance 13th Avenue and Holden Place as green connections to parks and trails, support economic development, and allow for the timely completion of DHA’s revitalization/reconstruction of the neighborhood.

WHEREAS, the City intends to allocate an amount not to exceed \$16,700,000 of the proceeds (the “Allocated Proceeds”) of its general obligation bonds, approved by the qualified and registered voters of the City on November 7, 2017 to DHA to install and then acquire the Improvements, as further described herein; and

WHEREAS, the City will use the Allocated Proceeds to fund the construction of the Improvements, which will be conveyed to the City upon final completion, as defined herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, DHA and City agree as follows:

ARTICLE 1: CONSTRUCTION OF AND PAYMENT FOR IMPROVEMENTS

Section 1.01 Nature and Scope of the Improvements

The 13th Avenue, Holden Place and Bryant Street improvements to be installed by DHA shall meet City specifications and requirements necessary to then be acquired or transferred to the City (collectively the “Improvements”) as further shown on the Scope of Work, Typical Sections and Plan View attached as **Exhibit A**, and shall include the following:

- a. Construct improvements to align the intersection at Decatur Street and West Holden Place, as approved by the City Traffic Engineer (such as a mini-roundabout or alternative intersection improvements);
- b. Design and construction of right-of-way improvements along W. 13th Avenue from Decatur Street to the W. 13th Avenue bridge over the Platte River;
- c. Construction of Bryant Street from West 12th Avenue to West 13th Avenue;
- d. Improvements on West Holden Place from Federal Avenue to Decatur Street;
- e. Improvements on West Holden Place from Decatur Street to Bryant Street;
- f. Construct stormwater drainage infrastructure, water quality, and green infrastructure associated with the construction of items (a)-(e) above in this Section 1.01, all pursuant to Typical Sections for each item above and the approvals required in Section 2 below;
- g. Public Art in conformance with City requirements through the Denver Arts & Venues Public Art program;
- h. Acquisition of real property interests as required for the right-of-way improvements described above, including those required for construction, which may include fee-simple interests, permanent easements, and temporary easements, as needed, but excluding any real property acquired for the Improvements that will not be transferred to the City;
- i. Comply with the City and County of Denver Standard Materials Management Plan; comply with all applicable environmental laws and demonstrate that soils meet the industrial standards set forth in the “EPA Regional Screening Level (RSL) Summary Table ((TR=1E-06, HQ=1)” dated November 2019, as periodically updated or superseded (<https://semspub.epa.gov/work/HQ/199626.pdf>), or for arsenic, demonstrate that soils meet the average background concentration of 11 mg/kg as set forth in the “Colorado Department of Public Health & Environment’s Risk Management Guidance for Evaluating” dated July 2014 (<https://environmentalrecords.colorado.gov/HPRMWebDrawerHM/Recordview/403417>);
- j. Permitting and traffic control to construct the Improvements.

Where any discrepancy exists between the Improvements as outlined above in this IGA and as outlined and shown in Exhibit A, the requirements in Exhibit A take precedence. Construction of and all activities related to the Improvements is the “Project.”

Section 1.02 Acquisition and Construction Obligations

DHA shall be solely responsible for the acquisition and installation of the Improvements.

- a. DHA anticipates completion of the Improvements by December 31, 2021. DHA agrees to complete the Improvements within three (3) years of the date of the first draw of Allocated Proceeds by the DHA, in accordance with the terms and conditions of this IGA. The Improvements installed hereunder shall be and will remain the sole and exclusive property of the City upon completion of installation and acceptance by the City pursuant to Section 2 below.

- b. DHA shall be solely responsible for assuring that all phases of the Scope of Work are properly contracted and performed and that the work done and the materials used are in conformance with all applicable laws (local, state, and federal) that govern the performance of the Scope of Work, including the requirements of the federal Americans with Disabilities Act and any other federal or state laws requiring access for the disabled to public accommodations.
- c. In addition to compliance with the above-mentioned laws, all work by DHA required to complete the Scope of Work shall be governed and controlled by all limitations and provisions that are imposed on the City Department of Transportation and Infrastructure by the Charter or ordinances of the City. Specifically, such work shall be performed in compliance with the provisions:
- for competitive procurement set forth in the Denver City Charter at 2.3.3(A)(i) and Section 20-56 of the Denver Revised Municipal Code (“DRMC”);
 - for payment of prevailing wages set forth in Sections 20-76 through 20-79, DRMC;
 - for public art in Sections 20-85 through 28-90, DRMC;
 - and for small business enterprise, equal employment opportunity, and minority and women business enterprise participation that are contained, respectively, in Sections 28-31 through 28-91, DRMC,

as the same may be amended or re-codified from time to time. **DHA shall demonstrate to the City’s reasonable satisfaction that construction contracts entered into by DHA have appropriately satisfied these Charter and ordinance requirements.**

- d. DHA shall at all reasonable hours ensure right of entry to any City inspector or other authorized agent of the City to the work site to conduct tests and evaluations to determine that the work performed and materials used are of good quality and in conformance with the approved design plans and specifications for the Improvements. If the City determines that the work related to the Improvements is not otherwise being performed in accordance with this IGA, the Manager, defined in Section 2.01(A) below, shall give written notice of such default to DHA prior to material action being taken, and if DHA does not correct the issue, order that DHA cease to conduct the work until there is satisfactory evidence that the work will be performed in accordance with this IGA.
- e. DHA shall provide to the Manager a public communication plan for approval and will continue to coordinate and partner its public outreach efforts with the Manager. At a minimum, during the design phase, the communication plan will include periodic public outreach, public education, and community outreach and communication. The plan must particularly address the community regarding the intersection improvement ultimately selected for Holden and Decatur, more specifically described in 1.01(a) and the Scope of Work attached as Exhibit A. During the construction phase, the communication plan and public information should focus on minimizing inconvenience and disruption. As this project is funded by the Elevate Denver Bond Program, DHA or its contractor shall be required to post, at selected locations adjacent to the work site, Elevate Denver signage to notify the public that this is an Elevate Denver funded project. DHA shall coordinate with the City to determine the appropriate location for the signage and at the City’s

direction shall install the signs at no additional charge to the City. The City will provide the signage to the contractor at no charge.

- f. DHA or its contractors shall obtain a bond or bonds or other financial guarantee acceptable to the City Attorney, conditioned (1) that DHA and its contractors shall promptly make payment of all amounts lawfully due to all contractors, subcontractors, and persons or entities furnishing labor or materials used in the prosecution of the work on any phase of the Project, and (2) guaranteeing performance of DHA of its obligation to complete the Project. The dollar amount of such bonds shall be modified to reflect any change orders that modify the total value of the Project or part of the Project.
- g. DHA and its contractors and subcontractors shall pay all applicable taxes, which may include sales and use taxes and occupational privilege taxes, levied by the State and the City on any tangible property built into or incorporated into the work. Upon request by the City, DHA shall request from the selected Contractor and provide to the City an itemized and certified statement which shall include the names and addresses of the suppliers, the amount of such taxes owed or paid, and the dates of payment.
- h. Insurance Requirements.
 - i. **Insurance:** At all times during the term of this IGA, including any renewals or extensions, DHA shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the IGA. This obligation shall survive the termination of this IGA.
 - ii. **Subcontractors and Subconsultants:** DHA shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall ensure that all such subcontractors and subconsultants maintain the required coverages. DHA agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City. The insurance coverages specified in this IGA are the minimum requirements, and these requirements do not lessen or limit the liability of the Subcontractor. The Subcontractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this IGA.
 - iii. **Additional Insureds:** For Commercial General Liability and Auto Liability, Subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.
 - iv. **Workers' Compensation/Employer's Liability Insurance:** Subcontractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 per occurrence for each bodily injury claim, \$100,000 per occurrence for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.
 - v. **Commercial General Liability:** Subcontractor shall maintain a Commercial General Liability insurance policy with limits of \$1,000,000 for each occurrence, \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate.

- vi. **Business Automobile Liability:** Subcontractor shall maintain Business Automobile Liability with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this IGA.
- i. DHA shall submit to the Manager DHA’s HUD Choice Neighborhoods Implementation Grant Quarterly Resident Relocation Report regarding its Sun Valley Choice Neighborhood HUD grant progress. The Manager will make such report available to City Agencies and City Council.

Section 1.03 Payment for Acquisition of Improvements

a. The total acquisition and installation price for the Improvements shall not exceed \$16,700,000. All other expenditures required to complete the Improvements or other costs associated with the Scope of Work are solely the responsibility of DHA and shall be paid by DHA. DHA will affect the acquisition and construction of the Improvements. The City will pay to DHA for acquisition of the Improvements the actual cost of acquisition approved by the City pursuant to Section 2.02(b) of this IGA and installation of the Improvements as described in Section 1.01, and as further defined in the Scope of Work attached as Exhibit A, except the City shall not pay for the improvements that shall be transferred to its ownership described in Section 1.01(d), which shall be funded solely by DHA. Expenses eligible for City payment include design, construction, contracted services, acquisition of right-of-way and construction-related easements, environmental materials management and permit fees, all as related to the Scope of Work attached as Exhibit A.

- b. The procedure for payment made by the City to DHA for the Improvements shall be as follows:
 - i. DHA shall submit quarterly draw requests (the “Draw Request”) with supporting documentation required by the City that anticipate the Allocated Proceeds needed for the upcoming quarter and reconcile previous requests with invoices paid. With each draw request, DHA shall provide (1) a schedule of values; (2) a cash flow and a detailed report of actual expenditures-to-date, anticipated/projected future expenditures for the next quarter, and anticipated expenditures for the entire Scope of Work, which shall include projected and actual expenditures compared to the budget for the Allocated Proceeds of the Scope of Work and any funds in addition to the Allocated Proceeds anticipated for the Scope of Work, (3) a detailed reconciliation of the previous draw’s expenditures and all past actual expenditures, including all proof of payment(s) for the Allocated Proceeds; (4) a project schedule for the Improvements through construction completion and final acceptance and conveyance; and (5) a report of any interest earned on Allocated Proceeds. The City reserves the right to request at any time additional supporting documentation regarding the Improvements, Allocated Proceeds, and draw requests. Failure to provide such documents as requested may result in a delay by City of providing Proceeds requested in the draw request.
 - ii. The City shall promptly review the draw request and, if the submission is satisfactory to the City, pay to DHA 100% of the amount(s) described therein until the total cumulative draw request amount reaches the lesser of 95% of the total Allocated Proceeds amount (\$15,865,000), or (if the EAC projection is lower than the total Allocated Proceeds amount of \$16,700,000) 95% of the current

draw's total Estimate-at-Completion (EAC) projection for the project. The total maximum amount the City will pay until final acceptance is 95% of the Allocated Proceeds. The City will pay the final payment when a) the City accepts that the supporting documentation substantiates the expenditures in the final draw request and b) DHA obtains from the City a Letter of Acceptance, as referenced in Section 2 below, that confirms final acceptance of the Improvements as described in the Scope of Work in Exhibit A.

- iii. DHA is precluded from using the Allocated Proceeds for operating or working capital or to advance completion of project elements other than those within the Scope of Work.
- iv. The parties agree that the obligation of the City for all or any part of its payment obligation hereunder, whether direct or indirect, shall extend only to the payment of the Allocated Proceeds that are issued and available and duly and lawfully appropriated by the City Council for the purpose of this IGA. As of the date of this IGA, not all of the bonds to raise the Allocated Proceeds have been issued.

Section 1.04 Use of Allocated Proceeds

DHA acknowledges that the City is using the Allocated Proceeds, which are proceeds of the City's tax-exempt general obligation bonds, to pay the costs of acquiring and installing the Improvements. To assist the City in maintaining the tax-exempt status of such bonds, DHA shall provide any information regarding this Scope of Work, including regarding cost of acquisition, construction, or installation of the Improvements to the City. DHA agrees that any Allocated Proceeds received from the City may not be invested, if at all, at a rate greater than the rate to be provided by the City's Finance Department at the time of disbursement of the Allocated Proceeds to DHA. DHA agrees to provide evidence of compliance with this responsibility at the time the investment, if any, occurs. DHA agrees to monitor the deposit and any investment of Allocated Proceeds pending disbursement to a third party and provide the City with copies of all bank statements relating to the investment and expenditure of such amounts.

ARTICLE 2: APPROVAL PROCESS FOR IMPROVEMENTS

Section 2.01 Coordination and Liaison

a. The City's Program Implementation Manager (the "Manager") is vested with the authority to act on behalf of the City in performing the City's obligations under this IGA. The Manager may designate someone to act on the Manager's behalf as the authorized representative. The City may change its authorized representative at any time by providing written notice to DHA of such change.

b. Ismael Guerrero of DHA, is DHA's authorized representative under this IGA and, as such, is responsible for overseeing the satisfactory completion of the Project, in accordance with the terms and conditions of this IGA. DHA may change its authorized representative at any time by providing written notice to the City of such change. DHA's authorized representative shall devote reasonable time and good faith efforts to such responsibility and in connection therewith shall not have personal liability with respect to the Project in the absence of the authorized representative's gross negligence and willful neglect.

- c. The Parties agree to work in partnership to complete the Improvements.

Section 2.02 Design process

- a. Design requirements. DHA shall plan, design, and construct the Improvements in accordance with the City's standards, guidance, specifications, and all policies, criteria, and guidelines that may apply to the Improvements. This includes, but is not limited to, Denver Public Works Transportation Standards for Right-of-Way Construction, the Ultra Urban Green Infrastructure Guidelines, Denver Moves, Street Light Standards, and the City and County of Denver Standard Materials Management Plan. Plans for Right-of-Way construction shall be in accordance with Denver Public Works' Transportation Engineering Plan (TEP) Review Submittal Requirements and per Right of Way Services' Survey Control for Design of City Projects Guidelines. Variance requests shall be submitted by DHA to the City for any design elements that vary from the City's standards, including street cross sections and alignments. If applicable, variance requests will be reviewed after the completion of the Mobility Study. DHA must also follow the requirements contained in Senate Bill 18-167 for Subsurface Utility Engineering.

- b. Design approval. At least five (5) business days prior to design plans or design options for the Improvements being shared publicly, DHA shall submit such plans or options to the Manager and the City's Real Estate Director for review and approval, which includes review and approval of design options that include proposed real property interest acquisition impacts, pursuant to the communications plan required by Section 1.02 (e) of this IGA. DHA shall submit plans for the Improvements in accordance with the Denver Development Services E-permits process for review and approval by the City, which may include additional design plan submittals at the discretion of the City. The City will incorporate relevant and critical City personnel as necessary for review and approval, including environmental, transportation, real estate, and other review in addition to the regulatory process. Any design plan submittals that consider real estate transaction(s) also require approval from the City's Real Estate Director before being approved through the Denver Development Services E-permits process. Required submissions shall include submittals pursuant to request by Development Services, final plan submittals, and other requested submittals or supporting documentation as reasonably requested by the City.

- c. Permits and approvals. DHA shall obtain the necessary approvals and permits from appropriate City entities, including the City's Department of Community Planning and Development, Right-of-Way Services, and the City Traffic Engineer.

Section 2.03 Construction process

DHA shall conduct regular meetings to which at a minimum Development Services, Right-of-Way Services, and the Elevate Denver Bond Office shall be invited to review construction progress, modifications to plans, and spend down progress. The Manager or his or her designee will work with DHA to ensure the meetings include relevant City staff. Upon written notification by DHA that the Improvements are complete and the Scope of Work has been accomplished, the City shall inspect the Improvements and (at the City's discretion) may refer areas of new public improvements constructed in newly dedicated, or to-be dedicated, public Rights-of-Way to additional City personnel for review, and then notify DHA whether the City agrees that the Improvements are complete and the Scope of Work has been accomplished in whole or whether there are items to be addressed before the City agrees that the Improvements are complete and

the Scope of Work has been accomplished. If the Improvements are completed consistent with the approved plans and the Scope of Work has been accomplished, the City shall issue a Letter of Final Acceptance to DHA.

Section 2.04 Project Completion, Acceptance, and Conveyance

Upon Final Completion of the Improvements as required in Exhibit A, DHA shall provide a Project Closeout Report, documenting the scope, schedule, final accounting of project costs and expenditures of Allocated Proceeds, and photos of the Improvements' area before, during, and post-construction. DHA shall provide a Phase I Environmental Site Assessment (less than 6 months old at the time of transfer) showing that no Recognized Environmental Conditions (RECs) exist on the property, or if RECs exist, they have been investigated through a Phase II Environmental Site Assessment. DHA shall ensure that its contractors shall provide to the City a one-year warranty of the Improvements. Pursuant to the City's road acceptance process, DHA shall cooperate with the City to transfer the Improvements to the City after Final Completion either pursuant to a permanent easement in the form attached as Exhibit B or fee simple transfer pursuant to a deed in the form attached as Exhibit C to the City, in the City's sole discretion. After acceptance of the Improvements eligible to be reimbursed by the Allocated Proceeds, the City shall be solely responsible for operations and maintenance of those Improvements, including dedication as right-of-way, of the Improvements, except as provided in Denver Revised Municipal Code section 49-551.1, which provides, in part, that the owner, occupant or lessee of any real property abutting a constructed right-of-way must provide for the continuing care, maintenance, repair and replacement of all improvements installed in any right-of-way area between their property line and the curb line adjoining their property.

ARTICLE 3 GENERAL PROVISIONS

Section 3.01 Annual Appropriation

The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of this IGA. The City does not by this IGA irrevocably pledge present cash reserves for payment or performance in future fiscal years. This IGA does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

Section 3.02 Electronic Signatures

DHA consents to the use of electronic signatures by the City. This IGA, and any other documents requiring a signature under this IGA, may be signed electronically by the City in the manner specified by the City, or by DHA in the manner specified by DHA. The Parties agree not to deny the legal effect or enforceability of the IGA solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the IGA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 3.03 Term

The term of this IGA shall commence on the date above first written and shall terminate upon the completion of the Project, as indicated by the City's issuance to DHA of a Letter of Acceptance.

Section 3.04 No Discrimination in Employment

In connection with the performance of work under this contract, DHA may not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, gender identity or gender expression, marital status, or physical or mental disability. DHA shall insert the foregoing provision in all subcontracts.

Section 3.05 Inspection of Records Reporting & Audits

a. DHA shall provide, or cause its contractors to provide, to the City Auditor documentation of expenditures of the Allocated Proceeds for the Project, in form and detail sufficient to enable the Auditor to perform his responsibilities under the Charter and ordinances of the City. Such documentation shall include periodic invoices evidencing the work performed and the payroll reporting requirements contained in DRMC Section 20-76(d) and pertaining solely to the activities included in Exhibit A.

b. DHA agrees that any duly authorized representative of the City shall, until the expiration of three (3) years after completion of the Project, have access to and the right to examine any directly pertinent books, documents, papers and records of the DHA involving transactions related to this IGA, including expenditure data and investment of Proceeds, if any, required by the City's Department of Finance.

c. DHA agrees to maintain its files relating to the Allocated Proceeds and expenditures thereof for the life of the bonds issued, including any financing, plus three (3) years to make the Allocated Proceeds available for the Scope of Work and to make such files available to the City if the City is audited by the Internal Revenue Service and requests such files in order to respond to such an audit.

Section 3.06 Enforcement

The Parties agree this IGA may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and attorney fees as may be available according to the laws and statutes of the state of Colorado; provided, however, the Parties hereby release any claims for incidental, consequential economic or punitive damages. It is specifically understood that, by executing this IGA, each Party commits itself to perform pursuant to these terms and conditions contained in this IGA, and that any failure to comply which results in any recoverable damages shall not cause the termination of any rights or obligations under this IGA.

Section 3.07 Governing Law; Venue

This IGA shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Charter, Revised Municipal Code, ordinances,

Department of Finance
Lisa Lumley, Division of Real Estate
Dept. 1010
201 W. Colfax Ave.
Denver, CO 80202

Department of Finance
Theresa (Tree) Brauer, Capital Financials Administrator
Dept 1010
201 W Colfax Ave.
Denver, CO 80202

Department of Transportation and Infrastructure (DOTI)
Dept. 608
201 W Colfax Ave.
Denver, CO 80202

With a copy to: Office of the City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, CO 80202

The number of persons or addresses set forth above may be changed any time by written notice in the manner provided herein.

Section 3.11 IGA as Complete Integration; Amendments

This IGA is intended as the complete integration of all understandings between the parties, and no prior or contemporaneous addition, deletion or other amendment shall have any force or effect, unless embodied herein in writing. Amendments to this IGA will become effective only when approved by both parties and executed in the same manner as this IGA.

Section 3.12 No Joint Venture

This IGA is not intended nor shall this IGA be construed to establish or constitute a joint venture between the Parties.

Section 3.13 No Assignment

No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. DHA may, however, contract and/or subcontract the acquisition and installation of the Improvements as provided in this IGA.

Section 3.14 Severability

Should any one or more provisions of this IGA be determined to be illegal or unenforceable all other provisions nevertheless remain if effective; provided however, the Parties shall forthwith

enter into good faith negotiations and proceed with due diligence to draft terms or conditions that will legally achieve the original intent and purposes of the Parties hereunder.

Section 3.15 Headings for Convenience

Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the proper scope or intent of any provision of this IGA.

Section 3.16 Authority

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this IGA on behalf of the Party and to bind the Party to its terms. The persons executing this IGA on behalf of each Party warrant that he/'s she/they have full authorization to execute this IGA.

Section 3.17 Insurance

Each Party may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this IGA. The cost of any such insurance shall be borne exclusively by the Party obtaining such insurance and each Party shall determine what coverage if any is required.

Section 3.18 Colorado Governmental Immunity Act

The Parties agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 3.19 No Construction Against Drafting Party

DHA and the City acknowledge that each of them and their respective counsel have had the opportunity to review this IGA and that this IGA shall not be construed against any Party merely because this IGA or any of its provisions, have been prepared by a particular Party.

Section 3.20 Execution of IGA

This IGA shall not be or become effective or binding until it has been fully executed by all signatories of City and DHA.

Section 3.21 Use, Possession or Sale of Alcohol or Drugs

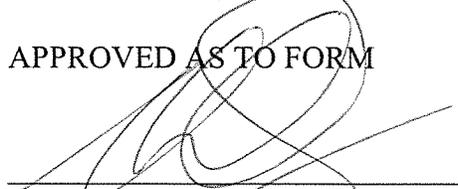
DHA shall cooperate and comply with the provisions of City Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER



Ismael Guerrero, Executive Director

APPROVED AS TO FORM



Joshua Crawley, Agency Counsel

ATTEST:

CITY & COUNTY OF DENVER

By: _____

By: _____

APPROVED AS TO FORM:
Attorney for City & County of Denver

REGISTERED & COUNTERSIGNED:

By: _____

By: _____
Manager of Finance

REGISTERED & COUNTERSIGNED

By: _____
Auditor

EXHIBIT A

Scope of Work
[Attached]

EXHIBIT B
FORM OF PERMANENT EASEMENT

After Recording Return to:
Division of Real Estate |
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

PERMANENT EASEMENT FOR RIGHT-OF-WAY AREA

THIS PERMANENT EASEMENT, made this _____ day of _____, _____, between the HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, a Colorado quasi-municipal corporation (“Grantor”) and the CITY AND COUNTY OF DENVER, a Colorado municipal corporation and a home rule city (“Grantee”);

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor has this day bargained and sold and by these presents does bargain and sell and convey and transfer and deliver unto the Grantee a permanent easement, including the perpetual right to enter upon the lands hereinafter described at all times to construct, reconstruct, maintain, service, operate, use, and repair a right-of-way, traffic control devices, street lights, landscaping, utilities, sidewalks and any necessary appurtenances thereto and to the right-of-way (“Improvements”), upon, over, through and across the lands hereinafter described, together with the right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction, use, and maintenance of said Improvements. Nothing herein shall require the City to construct, reconstruct, maintain, service or repair such Improvements.

The permanent easement granted herein is located in the City and County of Denver, State of Colorado, and is over, across, under, below and through the land described as follows (the “Property”):

SEE EXHIBIT A

ATTACHED HERETO AND INCORPORATED HEREIN

To have and hold such easement unto the Grantee and unto its successors and assigns forever, or until fee title to alternative right-of-way is conveyed to Grantee by Grantor.

The Grantor does hereby covenant with the Grantee that it is lawfully seized and possessed of the Property, and that it has a good and lawful right to grant this Permanent Easement in the Property. Grantor further covenants and agrees that no building, structure, or other above or below ground obstruction that may interfere with the purposes for which this Easement is granted may be placed, erected, installed or permitted upon the Property. Grantor further agrees that in the event the terms of this Easement are violated, such violation shall immediately be corrected by the Grantor upon receipt of written notice from the City, or the City may itself elect to correct or eliminate such violation at the Grantor's expense. The Grantor shall promptly reimburse the City for any reasonable costs or expenses incurred by the City in enforcing the terms of this paragraph.

Grantor further understands and agrees that with respect to the Property, all laws, ordinances, and regulations pertaining to streets, sidewalks, and public places shall apply so that the public use of the Improvements and the Property is consistent with the use and enjoyment of any dedicated public right-of-way.

The Grantor further grants to the Grantee the right of ingress to and egress over and across adjacent lands owned by Grantor by such route or routes as shall occasion the least practical damage and inconvenience to the Grantor, for the purpose of constructing, repairing, maintaining and operating the Improvements.

Each and every term, condition, or covenant herein is subject to and shall be construed in accordance with the provisions of Colorado law, any applicable State or federal law, the Charter of the City and County of Denver and the ordinances, regulations, and Executive Orders enacted and/or promulgated pursuant thereto. Such applicable law, together with the Charter, Revised Municipal Code and regulations of the City and County of Denver, as the same may be amended from time to time, is hereby expressly incorporated into this IGA as if fully set out herein by this reference. Venue for any action arising hereunder shall be in the Denver District Court in the City and County of Denver, Colorado.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto and all covenants herein shall apply to and run with the land.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and official seals on this _____ day of _____, _____.

INSERT NAME OF GRANTOR HERE,

[insert type of entity here]

By: _____

Name: _____

Title: _____

STATE OF COLORADO)
) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, _____ by _____, as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT C
(Form of Special Warranty Deed)

After recording, return to:
Division of Real Estate
City and County of Denver
201 West Colfax Avenue, Dept. 1010
Denver, Colorado 80202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (“Deed”), made as of this _____ day of _____, 2020, by the HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER, a Colorado quasi-municipal corporation, whose address is 1035 Osage Street, Denver, Colorado 80204 (“Grantor”) to the CITY AND COUNTY OF DENVER, a Colorado municipal corporation of the State of Colorado and home rule city, whose address is 1437 Bannock Street, Denver, Colorado 80202 (“Grantee”).

WITNESSETH, that the Grantor, for and in consideration of the sum of _____ Dollars (\$) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and by these presents does hereby grant, bargain, sell, convey and confirm, unto the Grantee, and its successors and assigns forever, the real property described below, together with all improvements thereon, owned by the Grantor situate, lying and being in the City and County of Denver, State of Colorado, and being more particularly described on Exhibit A attached hereto and incorporated herein (“Property”);

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all of the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in, and to the above-bargained Property, together with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the Property above bargained and described with the appurtenances, unto the Grantee, and its successors and assigns forever. The Grantor, for itself and its successors and assigns does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained Property in the quiet and peaceable possession of the Grantee, and its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor.

No separate bill of sale with respect to improvements on the Property will be executed.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

ATTEST:

By: _____ a _____ Colorado