

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LONGMONT AND THE LONGMONT HOUSING AUTHORITY FOR SUPPORT AND SERVICES

THIS AGREEMENT is made and entered into by and between the City of Longmont, Colorado, a municipal corporation (“City”), and the Longmont Housing Authority (“LHA”), (each “Party” and collectively “Parties”) and shall be effective the _____ day of _____, 2024.

RECITALS

Whereas, the LHA is a public housing authority and a quasi-governmental agency authorized by Colorado Statute. The LHA was formed in 1975 to provide housing and related services to low and moderate income families, older adults and disabled households, and to relieve the community of substandard housing in its service area of the City of Longmont; and

Whereas, LHA currently administers up to 513 Longmont Section 8 Vouchers under the Housing Choice Voucher Program, manages an affordable multi-family rental portfolio of 461 units in 9 properties, and serves more than 869 households and 1383 persons in its programs and properties to provide permanently affordable housing; and

Whereas, the City recognizes the need for housing and related services for low and moderate income families, older adults and disabled households, and LHA desires to contract with the City to undertake certain services for the benefit of the LHA; and

Whereas, the Parties agree that the City can provide efficiencies in services, thereby strengthening the long-term viability of affordable housing within Longmont; and

Whereas, it is the goal of the parties to ensure the continued provision of, and the expansion of, affordable housing for the residents of Longmont and the Parties intend to provide uninterrupted housing assistance and minimize disruption to current LHA residents during the implementation of this Agreement to the greatest extent possible; and

Whereas, C.R.S. § 29-1-201, et seq., authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, Section 18(2); and

Whereas, the functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in C.R.S. § 29-4-202, et seq., and the Longmont Home Rule Charter.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

ARTICLE I

SERVICES TO BE PROVIDED BY THE CITY

1. All services provided under to this Agreement shall be provided at the direction and request of the LHA pursuant to the LHA's internal policies and federal requirements.
2. Support/Consultant Services Provided at No Charge to LHA. In conjunction with the services to be performed by the LHA as set forth below in Article II, the City agrees to provide the LHA with the following support services. These services are provided with no charge-back or cost to the LHA.
 - A. The City shall provide the LHA with access to its Human Resources Division for consultation services and resources in areas that include, but are not limited to: recruitment, selection, performance management, salary survey and benchmarking, training, and development.
 - B. The City shall provide the LHA access to the services of its Risk Management Division as a resource for advice and assistance on purchasing of insurance, claims, safety, and other risk management issues.
 - C. The City shall provide the LHA with consultation on purchasing services, supplies, and equipment through the City's Purchasing Division. Cooperative purchasing agreements will be allowed through revised City contract language. LHA will have access to City approved vendors and contracts to support similar work efforts at the LHA and its properties. All procurement services provided under this Agreement will be conducted pursuant to the LHA's internal policies and applicable federal requirements.
 - D. The City shall provide the LHA with building maintenance consultation services on an as-needed basis, including preventative maintenance for the interior and exterior of LHA properties, work order management, training, troubleshooting, inventory control and emergency response. The City shall also assist in creating Standard Operating Procedures when needed. The City shall assist in creating a residential unit turnover plan and checklist to ensure new residents have a safe, clean, functional place to live, including upgrading each unit to the latest standards for fixtures and equipment, keys and hardware. The City shall provide maintenance staff with standardized tool sets and create checklists for hand tools provided by staff. The City shall use standardized fixtures and equipment as well as keeping an organized parts stockroom.
 - E. Support/Resource Services Oversight. The City will provide supervision and management of the LHA Resource Specialist that services older adult residents throughout LHA's portfolio.. The City will provide assistance through its Senior Services Division in outreaching to and identifying and accessing resources needed by older adult residents, including financial assistance as appropriate and available. The City will also provide resources and services through its Children, Youth and Families Division as needed to its family residents, particularly at Aspen Meadows Neighborhood and The

Suites Apartments.

F. Clinicians Services. The City will hire and provide supervision and management of two Clinician positions officing at The Suites, ranging from Clinician I to Clinician III. The City will provide assistance through its Human Services Department and Public Safety Department to create an integrated team-based approach designed to provide comprehensive community-based supports to help people remain stably housed. Through these two clinicians, the City shall provide to the LHA clinician services, which include, but are not limited to: provide counseling and clinical case management services, meet regularly with clients, participate in a multi-disciplinary team of professionals that provides wrap around services directly to clients, provide consultation and education programs for the benefit of LHA residents, perform outreach to encourage participation in support services and identify, develop, implement, and coordinate responses to issues affecting mental health and addiction, and engage as a first responder to mental health emergency calls for service utilizing de-escalation and crisis intervention tactics when needed.

3. Billed Services. The following services will be provided to LHA but will be charged back to LHA:

A. Payroll Services

All LHA employees are on the City's timesheet and payroll system (MUNIS). The costs of salary and benefits for the employees will be budgeted, expensed, and billed back to LHA based on the City's and/or HCV annual pay plan and benefit structure and built into LHA's annual budget.

B. Assistant Director

The City shall provide to the LHA an Assistant Director. The Assistant Director will be responsible for the strategic leadership, guidance, and oversight of LHA's operational activities, including property management, voucher program administration, performance management, asset management, and compliance. This position will supervise the Regional Property Manager, Housing Compliance Manager, Administrative Assistant, and other operational positions as assigned. The LHA will reimburse the City for one full-time City staff member. The cost of this staff member will be based on the City's annual pay plan and benefit structure and built into LHA's annual budget.

C. Accounting Services

The City shall provide to the LHA accounting services, which include, but are not limited to: property income and expense accounting tasks, reporting to and for investors, account receivables and payables, payroll, cash management, budget development and management, accounting and financial statements, audit preparation, Federal program accounting and compliance, internal controls, accounting system management and other general accounting tasks. The LHA will reimburse the City for three full-time City staff members to support their accounting needs, consisting of the following positions: (1)

Accounting Supervisor (2) Accountant (3) Accounting Technician. The cost of these staff members will be based on the City's annual pay plan and benefit structure and built into LHA's annual budget. All accounting services provided under this Agreement will be conducted pursuant to the LHA's internal policies and applicable federal requirements.

D. Housing Choice Voucher (HCV) Management Services

At the direction and request of the LHA, the City shall provide to the LHA HCV Compliance management services, which include, but are not limited to: supervision of HCV staff, oversight, compliance and management of all aspects of the HCV program, preparing reports, budgets and statistical analysis of the program, responding to ADA Reasonable Accommodation requests, addressing resident issues, determining lease terminations, resolving disputes and complaints and performing quality control inspections, ensuring compliance with all HUD requirements. These services also include compliance and quality assurance monitoring and reporting at the Properties for all housing programs including Fair Housing, Low Income Housing Tax Credits, HOME, City of Longmont, multi-family and other housing programs operated by the Longmont Housing Authority. All activities carried out by the City related to the HCV program shall be conducted in a manner consistent with the direction of the LHA, the LHA's internal policies including the Administrative Plan, and federal regulations. The LHA shall maintain ultimate responsibility for the HCV program. The LHA will reimburse the City for one full-time City staff member to support these needs. The cost of this staff member will be based on the City's and/or HCV annual pay plan and benefit structure and built into LHA's annual budget.

E. Information Technology Services

The City shall provide the LHA information technology services, including, but not limited to, access to the City's network via hard-wired network connection, select enterprise software, phone services and computer installation and troubleshooting. When computers have reached the end of their useful life, staff from Enterprise Technology Services (ETS) will notify the LHA of the need to budget for new ones in the next year. Once the budget is approved by the LHA, ETS staff will use LHA funds to purchase, inventory and install new computers. The LHA will pay for an additional full-time City staff member to support their IT needs. The cost of this staff member will be based on the City's annual pay plan and benefit structure and built into LHA's annual budget.

F. Legal Services

The City shall provide to the LHA general legal counsel services through the City Attorney's Office, including, but limited to, preparation and review of Board of Commissioners resolutions, contracts, and policies; consultation on personnel matters, risk management, liability and other insurance claims, conflict of interest, and fraud investigation; and ensuring compliance with federal, state, and local laws and regulations. General Counsel will streamline the interface between the City, LHA, development partners, and regulatory and/or funding agencies. The LHA will acquire special counsel in addition to the legal services provided by the City. Issues that will be addressed through special counsel obtained by LHA will include, but is not limited to, fair housing and

discrimination issues, evictions, litigation, and advising on individual development projects. The City Attorney's Office will assist the LHA in coordinating with special counsel. The cost of legal services will be built into LHA's annual budget.

G. Public Safety, Health, and Property Management Support Services

The City shall provide to the LHA general safety, health, and property management support services through the City's Crime Free Housing Program, including, but not limited to, consulting with LHA staff, tenants, contractors, and legal services regarding the general safety of LHA properties to provide a safe environment that is free from illegal drugs and crime, Crime Prevention Through Environmental Design (CPTED) and Crime Free Program compliance. Conduct training for staff (LHA and City) and LHA residents in reference to safety concerns, to include CPTED. LHA will reimburse the City for these costs as outlined in their annual budget. This is not intended to create a special relationship between the City's law enforcement and LHA.

H. Clinician Services

The City shall provide to the LHA the services of a Clinician I, which include, but are not limited to: provide counseling and clinical case management services, meet regularly with clients, participate in a multi-disciplinary team of professionals that provides wrap around services directly to clients, provide consultation and education programs for the benefit of LHA residents, and perform outreach to encourage participation in support services and identify, develop, implement, and coordinate responses to issues affecting mental health and addiction. The clinician identified in this section is separate from, and in addition to, the City provided clinicians identified in Article 1-3(F). The LHA will reimburse the City for one full-time City staff member to support clinician needs, consisting of the following positions: (1) Clinician I. The cost of this staff member will be based on the City's annual pay plan and benefit structure and built into LHA's annual budget.

I. Snow Removal Services

The City will provide additional services as needed for snow removal including sand, fuel and materials. These services will be billed by the City as costs are incurred.

J. Insurance Brokerage Services

The City may make the City's brokerage services available to the LHA to maintain insurance policies throughout LHA's portfolio. If these services are utilized, LHA will pay the brokerage fees as incurred through commission and/or flat fee services.

4. Development Services. These services will be provided by the City and reimbursed by the LHA via each project's development budget (separate from the LHA's operational budget).

A. The City shall provide development management services, project management services, relocation services, and resource services for the Village on Main Apartments Refinance and Rehabilitation Project.

- i. Development Management – The City will provide management and oversight of the Village on Main Apartments Refinance and Rehabilitation Project on behalf of, and at the direction of, the LHA for the resyndication and refinance of the property, including, but not limited to, working with Consultants to comply with requirements set by CHFA, Colorado DOH and other grant/funding sources; serving as liaison between LHA, staff, developers, attorneys, consultants, and investors.
 - ii. Project Management (Construction Oversight) – The City will oversee the architectural design and construction/rehabilitation of this project providing guidance to the contractor and architect, making decisions on changes/alternatives, managing the construction budget, reviewing and approving payments, and reconciling to the budget.
 - iii. Relocation Coordination – The City will work with the Community Manager to coordinate all aspects of the temporary relocation of or disruptions impacting the residents during the construction. The City will calculate the meal and transportation stipends for each resident’s time out of their unit and will work with City of Longmont Accounting to have checks prepared to reimburse the residents. The City will assist the LHA in coordinating and contracting for the hotel rooms needed; coordinating the movers with the residents being moved out and back in, as well as packing up common areas and resident units as needed; and will assist the LHA in arranging for storage containers to be placed on-site for the residents’ furniture that needs to be moved out of their apartments, if needed.
 - iv. Resource Services - The City will provide assistance in outreaching to and identifying and accessing resources needed by older adult residents, including financial assistance as appropriate and available.
- B. The City shall provide development management services, and project management services, for the Crisman II Apartments Project.
 - i. Development Management – The City will provide management and oversight of the Crisman II Apartments Project on behalf of the LHA by implementing the Co-Developer Agreement; working with Consultants to comply with requirements set by CHFA, Colorado DOH and other grant/funding sources; serving as liaison between LHA, staff, developers, attorneys, consultants, and investors.
 - ii. Construction Liaison – The City will act as liaison between LHA, staff, the developer, and the construction contractor to coordinate the permitting and construction of this project.

C. The City shall provide development management services and project management services for the Zinnia Permanent Supportive Housing Apartments Project developed by Element Properties.

- i. Development Management – The City will provide management and oversight of the Project on behalf of the LHA by working with Consultants to comply with requirements set by CHFA, Colorado DOH and other grant/funding sources; serving as liaison between LHA, staff, developers, attorneys, consultants, and investors.
- ii. Construction Liaison – The City will act as liaison between LHA, staff, the developer, the architect, and the construction contractor to coordinate the permitting and construction of this project.

D. The City shall provide development management services and project management services for the development of the Ascent at Hover Crossing Project.

- i. Development Management – The City will provide management and oversight of the development of this Project on behalf of the LHA and Longmont Housing Development Corporation by preparing a Co-Development Agreement; working with Consultants to submit applications to Colorado DOH and other grant/funding opportunities to ensure sufficient funds are available for the tax credit and financing of the property; reviewing all interim, closing and financing documents; reviewing and approving invoices; serving as liaison between LHA, staff, consultants, contractors and investors.
- ii. Construction Liaison – The City will act as liaison between LHA, staff, the developer, the architect, and the construction contractor to coordinate the permitting and construction of this project.

E. The City shall provide development management services and project management services for the Hover Crossing RAD Conversion Project.

- i. Development Management – The City will provide management and oversight of the Hover Crossing RAD Conversion Project on behalf of the LHA by working with Consultants and HUD to finance the exit of the Hearthstone and Lodge properties from HUD’s 202 Program; seek out CHFA, Colorado DOH and other grant/funding sources; secure loans for refinancing and rehabilitation; and serving as liaison between LHA, staff, developers, attorneys, consultants, and investors.

5. Request for Services. Requests for said services shall be made by the Executive Director of the LHA, their designee, or the Chair of the LHA Board. Requests shall be made to the appropriate City staff member responsible for the relevant service area.

6. Nothing in this IGA shall be deemed to create or affirm a partnership or joint venture between the City and LHA. The City and LHA shall continue to be separate and independent entities governed, in the instance of the City, by its City Council in accordance with its charter, ordinances, Article XX of the Colorado Constitution, and other applicable laws, and, in the instance of LHA, by its Board of Commissioners in accordance with its bylaws, Article 4 of Title 29 of the Colorado Revised Statutes, and other applicable laws. LHA employees are not employees of the City and City employees not employed by LHA.

ARTICLE II

LHA DUTIES

In addition to all statutory duties required pursuant to state and federal law, the LHA shall provide the following in support of the housing services it provides to the City of Longmont:

1. The LHA shall maintain responsibility for the administration the Housing Choice Voucher Program, including oversight and management of all activities conducted on behalf of the LHA in furtherance of the Housing Choice Voucher Program. LHA shall ensure that all activities related to the Housing Choice Voucher Program are carried out in a manner consistent with LHA direction, LHA internal policies including the Administrative Plan, and all local, state, and federal laws and regulations;
2. Manage all the affordable housing communities and other properties within their portfolio or as outlined and set in agreements including but not limited to partnership agreements, operating agreements, and management agreements. This includes but is not limited to, leasing; property maintenance; compliance; financial management; and resident relations.
3. Comply with all LHA Procurement Policies, in addition to all federally required purchasing rules and regulations. LHA contracts will be approved by the Executive Director or designee or the LHA Board as set forth in the LHA policies.
4. Do all things necessary, proper, advisable, or convenient for the accomplishment of the above purposes and to do all other things incidental thereto or connected therewith.

ARTICLE III

FINANCIAL OBLIGATIONS

1. The LHA shall pay the City for the following services performed under this contract:

Billed Services

- A. LHA shall pay the City for payroll services as outlined in Article I –3(A).

- B. LHA shall pay the City for the Assistant Director position as outlined in Article I – 3(B)
- C. LHA shall pay the City for accounting services as outlined in Article I – 3(C).
- D. LHA shall pay the City for HCV Management services as outlined in Article I – 3(D).
- E. LHA shall pay the City for information technology services as outlined in Article I – 3(E).
- F. LHA shall pay the City for legal services as outlined in Article I – 3(F).
- G. LHA shall pay the City for public safety and health services as outlined in Article I – 3 (G)
- H. LHA shall pay the City for clinician services as outlined in Article I-3(H)
- I. LHA shall pay the City for snow removal services as outlined in Article I-3(I)
- J. LHA shall pay the City for insurance brokerage services as outlined in Article I-3(J)
- K. LHA shall pay the City for consultation regarding organizational development, leadership, operational and management services as directed by the Interim Executive Director and approved in the annual LHA budget or as appropriated in the budget throughout the year.

Development Services

LHA shall pay the City for services related to any refinance and/or development project according to each project’s reviewed and approved development budget, as approved by the LHA prior to the provision of the relevant services.

Office Space Rental

A. LHA shall pay the City for the City space occupied by LHA designated employees. The rate to be paid for that space is determined by Facilities Management’s annual Civic Center square footage rate and is based on the following criteria.

- i. Facilities Maintenance Services operating expenditures per square foot

- ii. Facilities Operations Services operating expenditures per square foot
- iii. Utility expenditures per square foot - electricity
- iv. Utility expenditures per square foot - natural gas

Payments

All costs should be invoiced no less than monthly, but payroll services should preferably be invoiced on a bi-weekly basis as payrolls are generated. LHA shall pay the City based on the terms outlined on the invoices received.

Rental payments are due to the City on a quarterly basis but can be paid monthly and should be received no later than the 20th of the month.

ARTICLE IV

INSURANCE REQUIREMENTS

1. The LHA shall procure and maintain in full force and effect such insurance that will insure its obligations and liabilities under this Agreement, including General Liability with limits of at least \$1,000,000 per occurrence, cyber insurance with limits of at least \$1,000,000 per occurrence, workers' compensation; property insurance necessary to protect real and physical assets owned by the LHA such as, but not limited to, real property, business equipment, automobile liability (including, as appropriate, owned, non-owned and hired autos); and general liability. LHA shall also insure its Commissioners, officers, and employees for the purpose of indemnifying the same.
2. The LHA shall attach to this Agreement, prior to its final approval, a certificate showing it has in effect the policies required in Article IV, Section 1, of this Agreement. The certificate shall name the City as additional insured and LHA shall promptly notify the City's Risk Manager if it learns of any termination, cancellation or modification of any insurance policy.
3. LHA shall not cancel, materially change, or fail to renew insurance coverages. The LHA shall notify the City of Longmont Risk Manager, Civic Center Complex, Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits.

ARTICLE V

INDEMNITY

1. To the extent permitted by law, LHA shall indemnify and hold the City harmless from all claims, actions, suits, liability, loss, costs, expense or damages of any kind whatsoever which may occur to or be suffered by any persons (including, but not limited to the LHA),

their agents, employees, contractors, tenants, invitees, licensees, successors or assigns, arising out of or in connection with its activities undertaken pursuant to this Intergovernmental Agreement.

2. To the extent permitted by law, upon commencement of any such suit or action against the City, the LHA, upon notice given by the City, shall defend the same at its own cost and expense, and in case judgment shall be rendered against the City in such an action or suit, shall fully satisfy the judgment within ninety (90) days after the same has been finally determined.
3. Nothing herein shall be construed as a waiver by either party of any privilege, defense, or immunity provided by the Colorado Governmental Immunity Act, as it may be amended from time to time.

ARTICLE VI

TERM OF AGREEMENT

1. Notwithstanding the date of execution, this Agreement shall be for a term beginning January 1, 2024, and ending December 31, 2024, unless extended or modified by mutual written agreement between the parties. The City reserves the right to review the performance of the LHA and to renegotiate at the end of the contract period if mutually agreeable between the City and the LHA. Subject to annual appropriations by the City, this Contract may be renewed for two additional one-year terms upon written agreement of the Parties.
2. Either party may otherwise at any time terminate this Agreement by giving the other party thirty (30) days written notice. However, the City Council of the City or Board of Commissioners of the LHA shall have the authority to sooner or immediately terminate this Agreement upon a finding that the public interest requires such termination.
3. If this Agreement is terminated by either party or it expires, such termination or expiration shall not prevent implementing the terms, conditions and covenants of any agreement for assistance entered into by an applicant and the LHA prior to such termination or expiration, unless such agreement is contrary to law.

IN WITNESS WHEREOF, the City and the LHA have executed this Agreement as of the day and year written above.

CITY OF LONGMONT

MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

DATE

PROOFREAD

DATE

APPROVED AS TO FORM AND SUBSTANCE:

ORIGINATING DEPARTMENT

DATE

APPROVED AS TO INSURANCE PROVISIONS:

RISK MANAGER

DATE

CA File:24-002704

State of Colorado)
) ss:
County of Boulder)

I attest that the foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Joan Peck as the Mayor of the City of Longmont.

Witness my hand and official seal.

City Clerk, Notary Public

LONGMONT HOUSING AUTHORITY

LHA BOARD CHAIR

State of Colorado)
) ss:
County of Boulder)

The foregoing instrument was acknowledged before me by Joan Peck, as LHA Board Chair of, Longmont Housing Authority, a Colorado Housing Authority, on behalf of the Authority, this _____ day of _____, 2024.

Witness my hand and official seal.

Notary Public