

AID TO AGENCY GRANT AGREEMENT

This Agreement is entered on _____, 2022 by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ROUTT, STATE OF COLORADO, hereinafter referred to as the County, and the Yampa Valley Housing Authority, hereinafter referred to as the Contractor.

WHEREAS, the County provides funds for public and non-profit organizations as grant-in-aid agreements and contract-for-service agreements; and

WHEREAS, the Contractor provides necessary services which benefit the citizens of Routt County, which services are deemed necessary by the County, though not mandated by statute; and

WHEREAS, the Contractor has requested funds in accordance with the requirements of the County with regard to the budget (the "Application") and has received approval of said Application.

NOW THEREFORE, IT IS AGREED by and between the County and the Contractor as follows:

1. After Contractor completes the requirements in Paragraph No. 2 below, the County agrees to provide the Contractor the sum of One Million dollars (\$1,000,000) upon the receipt of an invoice (the "Funds").
2. Contractor shall submit the following reports/documents to the County Manager, BOCC Administration:
 - a. A financial report for the prior calendar or fiscal year, if it was not provided with the request. An audited or reviewed financial statement is the preferred presentation. Otherwise the financial report should provide information on all program revenues and all program expenditures by major cost category.
 - b. Certificate of Insurance as described below in Paragraph No. 7.
 - c. Proof of the agency's not-for-profit status.
 - d. Three signed copies of this Agreement.
 - e. An invoice for One Million dollars (\$1,000,000).
3. Contractor shall not discriminate against any employee, applicant for employment, or applicant for, or recipient of services, because of disability, race, creed, color, sex, sexual orientation, religion, age, national origin, or ancestry.
4. Contractor shall indemnify and hold harmless the County and its officers, agents and employees from and against any and all claims, damages, losses, injuries, and expenses including attorneys' fees, arising out of or in any way relating to the performance of the grant-funded services or the receipt or expenditure of the funds by the Contractor.
5. Contractor, and its officers, agents and employees, shall be considered for all purposes of this Agreement, to be independent contractors and not officers, employees or agents of the County.
6. Contractor shall only use the funds for the purposes identified in the request submitted or presented by the Contractor and accepted by the County as well as EXHIBIT A hereto. Said request and EXHIBIT are incorporated by this reference as if fully set forth herein. To the extent that any of the funds are not expended for an authorized purpose by January 31 of the year after the funds are received, or such extended time as may be approved in writing by the County, any such funds above \$5,000 shall be returned to the County.

7. The Contractor shall maintain insurance to protect the Contractor and the County against any and all claims and demands arising from injury to person or property due to any act or omission of the Contractor, its agents or employees, in the operation of the work pursuant to this Agreement. Minimum limits for public liability and property damage insurance required are as follows:

Commercial Liability

- One person \$1,000,000
- One accident \$1,000,000

Certificates of insurance must name the County as an additional insured for the work pursuant to the Agreement. The Contractor shall, prior to commencing services, deliver to the County Certificates of Insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. The requirements of this provision shall apply to the Contractor and to all subcontractors. Contractor is responsible for obtaining certificates of insurance from any subcontractors performing work for the Contractor pursuant to this Agreement.

8. The term of this Agreement shall be from _____, 2022 through December 31, 2023. Additionally, this Agreement may be terminated in writing by either party upon 30 days written notice. The Contractor shall not be relieved of liability to the County for any damages sustained by the County by virtue of any breach of this Agreement by the Contractor, and the County may withhold any payment to the Contractor for the purpose of settlement until such time as the exact amount of damage due to the County from the Contractor is determined.
9. This Agreement may be modified only in writing upon mutual agreement of the parties.
10. Contractor shall immediately notify the County of any inability by the Contractor to meet its financial obligations or to provide services or of any other special problem that may affect the terms of this Agreement.
11. Contractor understands and agrees that if any of the funds are used for a purpose that is not authorized by this Agreement, the County may require Contractor to reimburse such funds to the County.
12. Nothing in this Agreement shall give or allow any claim or rights of action whatsoever to any third party, including, but not limited to, any agents or contractors of Contractor.
13. The rights, or any parts thereof, granted to the parties by this Agreement, shall not be assigned unless with the prior written consent of the non-assigning party.
14. Pursuant to C.R.S. Section 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available.
15. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

ROUTT COUNTY

By: _____
Chair, Board of County Commissioners
(Or authorized representative)

Date: _____

CONTRACTOR

By: _____
Chair, Yampa Valley Housing Authority

Date: _____