

INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF COMMERCE CITY AND
COMMERCE CITY HOUSING AUTHORITY

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") effective November __, 2024 is made between the COMMERCE CITY HOUSING AUTHORITY ("CCHA" or the "Authority"), a public body corporate and politic duly organized and existing as a housing authority under the laws of the State of Colorado, and the CITY OF COMMERCE CITY, COLORADO (the "City"), a municipal corporation duly organized and existing as a home rule municipality under the constitution and laws of the State of Colorado, and the City charter.

WHEREAS, after public hearing on August 20, 1979, the Commerce City Housing Authority was created by the City pursuant to the Housing Authorities Law of the State of Colorado (C.R.S. § 29-4-201, *et seq.*); and

WHEREAS, the Authority was established and empowered to operate by a separate and independent Housing Authority Board of Commissioners, each member appointed by the mayor and approved by City Council, vesting the governing power and authority of the Authority in the Housing Authority Board of Commissioners, to operate and carry out all functions of the Housing Authority separate and apart from City; and

WHEREAS, the Housing Authority has regularly received certain financial support from the City for Authority operations and administration, as well as other assistance in the areas of Human Resources, Finance, Office and Business Equipment, Information Technology ("IT"), and Insurance; and

WHEREAS, on July 12, 2024, the Authority authorized, by formal resolution, for its Board and staff to proceed with all efforts to maximize agency independence from the City, and to move forward to negotiate with the City for means of promoting the Authority's self-sufficiency and self-sustainability, and the City is agreeable to such action on certain terms and provisions as may be agreed to in writing; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by, among others, C.R.S. § 29-1- 203, as amended, and other sections of the C.R.S.; and

WHEREAS, the City and the Authority desire, by this IGA, to agree to such terms and provisions that will maximize the financial and operational independence of the Authority, while assisting the Authority in continuing to maintain a high level and quality of competent and professional administration; and

WHEREAS, the City and the Authority desire to reach certain understandings with respect to the matters addressed herein.

NOW, THEREFORE, in consideration of the above and foregoing and the promises, covenants, and terms and conditions hereinafter set forth, the City and Authority agree as follows:

Section I. Financial Assistance to Authority through the end of 2024.

The City shall continue to fund the Authority's operations to the extent already accounted for in the City's 2024 budget through December 31, 2024. This financial assistance includes the following:

1. The City has paid the Authority a total of \$60,000 during the 2024 fiscal year to defray the Authority's administrative expenses, including the expenses associated with the services provided by contractors performing accounting work on behalf of the Authority.
2. The Authority has no employees of its own. In order for the Authority to operate on a daily basis, City employees have been performing work for the Authority utilizing housing-related job titles as set forth in Section 3 below, and the City and the Authority have been sharing total employee costs for such individuals pursuant to specific City/Authority reimbursement arrangements.
3. Under this IGA, the City will continue to fund the total employee costs of the following City employee positions (hereinafter referred to, for purposes of this IGA only, as "Authority Positions" for ease of reference, meaning reference to City employees currently performing work for the Authority, and not to denote, be construed as, or otherwise be deemed in any way as reference to any actual employees of the Authority), subject to reimbursements and offsets as comport with the above-referenced arrangements and past practices of the parties, through December 31, 2024, in the manner set forth below:
 - a. Housing and Resident Services Manager
 - b. Housing Specialist II
 - c. Housing Specialist I
 - d. Housing and Grants Financial Coordinator¹

As of December 16, 2024, the Authority will engage its own employees as its very first employee hires in its history, on the terms and conditions and with the titles/positions and duties as the Authority shall determine in its discretion as employer and shall be solely responsible for the total employee costs for its employees from that point forward. On and after this date, no City employees will serve or be employed in any Authority Position. Except for the above Authority Positions listed as (a) through (d), no other positions or employees shall be considered as Authority Positions under this IGA. While Authority Positions, except for the Housing and Grants Financial Coordinator who is not a City employee, will receive a cashout of any remaining general leave hours in their banks in accordance with City policy, Authority Positions will not be eligible to receive any part of City employee 2025 leave banks.

On December 16, 2024, except for the Housing and Grants Financial Coordinator who is not currently a City employee, the City employees currently serving in Authority Positions will either

¹ This position is currently held by a contract employee who is employed by Robert Half. Regardless of the invoiced amounts from Robert Half, the City intends only to pay the amount of salary for this position that was budgeted for the 2024 year.

receive their last paycheck from the City or their pay will be directly deposited to their personal accounts on file.

4. Following December 16, 2024, the City will make payment directly to the Authority for the gross total employee costs of these positions for the period December 16, 2024 through December 31, 2024 at the rates of pay (prorated if applicable) for these positions in effect with the City as of December 15, 2024, which is the same rate that the City would have incurred had the same City employees continued in such positions through the end of fiscal year 2024. For clarification purposes, the gross total employee costs for each of these positions during this period is the gross pay (not net pay) for the applicable period, it being understood that, after December 15, 2024, the City will no longer be required to withhold, match or pay out any withholdings or other potential taxes or benefit payments for such individuals.
5. **Conter Estates Program Assistant.** The City currently employs a Conter Estates Program Assistant on a part-time basis to provide services to seniors who reside at the Conter Estates property. Conter Estates is a CCHA affiliated property. The City shall retain this position as a part-time employee position. The CCHA agrees to reimburse the City for time dedicated to work performed by this City employee in service to Conter Seniors, in an amount not to exceed \$12,000 annually until January 1, 2027, after which time the City will consider the rise in salary or employee costs and raise the not to exceed amount to reflect that rise. If the City does not contact the CCHA prior to January 1, 2027, the not to exceed amount will remain \$12,000 for the 2027 fiscal year, and the City may reevaluate and notify the CCHA prior to January 1 of any following year of an increase. The services provided by this City employee position shall continue for as long as the Conter senior services program continues, unless the program or the services are terminated by either the CCHA or the City. The program and the services provided by this City employee that are performed on a CCHA affiliated property can be terminated at any time by CCHA or the City for any reason or no reason, with sixty (60) days advance written notice to the City's Human Resources Director or the CCHA, as applicable.
6. **Reimbursements and Off-Sets.** Regarding reimbursements and off-sets of total employee costs as between the parties, the City has notified the Authority that the Authority has paid to the City amounts in excess of the agreed upon portion of total employee costs for certain of the Authority Positions listed as (a) and (b) in Section 3 above as well as for the Conter Estates Program Assistant described in Section 4 above. The City agrees to allow the Authority to off-set all such amounts overpaid to the City against any other shared total employee costs to be paid for by the Authority in accordance with City/Authority reimbursement arrangements and past practices in order that such proportionate costs can be balanced out and reconciled through December 31, 2024.

Section II. Services to Authority.

The City agrees to continue to provide the Authority with the following equipment and services through December 31, 2024, unless another date is specified below:

1. Office Space/Furnishings. The Authority has its own leased office space, occupied now for 1-2 years, at The Landing at Greyhound Park, Commerce City, CO under lease with a Greyhound/Delwest affiliate. The Authority is solely responsible for office rent and related sums,

and the City has no obligation whatsoever in connection with this lease. Additionally, all Furnishings in the Authority's office space belong to the Authority.

2. The City agrees to continue to provide:

a. Business equipment, including computer, telephones, and copier, and associated maintenance services (including Management Information Services).

b. In-office facilities to store the records and files of the Authority, and off- site storage facilities as needed for the storage of furnishings and equipment of the Authority, all of which have been emptied and vacated, and possession of same returned to the City.

3. Hardware. The Authority shall keep the laptop and desktop computers currently in regular use by the Authority, as well as the telephones, scanners, printers, and audio-visual equipment in Authority offices. All retained equipment by the Authority including laptops and desktops will be completely wiped of all City software and licensing including Microsoft Windows by January 1, 2025, such work to be coordinated and scheduled at a date and time mutually agreeable to the parties. It will be the responsibility of the Authority to procure technology services and licensing for retained equipment from a technology services provider. Other than the hardware referenced herein that the Authority is authorized to retain, by January 1, 2025, the Authority shall return all other City property to the City, which shall include wireless access points, UPS, devices, all network switches, and firewall materials. The City shall return to the Authority any sets of key fobs and sets of keys for the network cabinet or other building access at The Landing, together with any copies of such access keys that may have been made. As of the effective date of the Agreement, the list of hardware in use by the Authority includes: 7 laptop computers, one desktop, 5 scanners, 1 network printer, AV equipment located at the Landing at 6230 Glencoe Street including the monitor, a firewall system, a network switch, a UPS, and two wireless access points. With respect to all business equipment, computers, printers, scanners, copiers, telephones and cords, the AV equipment located at The Landing including the monitor, etc. currently in the possession of the Authority, the City conveys all right, title and interest in and to such equipment to the Authority in an "AS-IS" condition as part of the consideration under this IGA, to have and to hold forever by the Authority alone.

4. Network Internet and Voice Services: Unless these accounts and services are billed to the Authority's account prior to December 31, 2024, the City will continue to pay the Authority's monthly internet and voice service charges for its Facility located at 6230 Glencoe St. at the Landing at the Mile High Greyhound Park through December 31, 2024. After that date, the Authority will be responsible for procuring and paying for its network and voice services. The City will also discontinue all software licensing and other licensing on the Authority's hardware and for all Authority related user accounts, as well as access to C3gov domain accounts.

5. Human Resources (HR) Services: Except for the Housing and Grants Financial Coordinator who is not a City employee, the individuals serving in the Authority positions referenced in Section I.3 above are City employees and will remain so through December 15, 2024, which is the last full pay period of the 2024 payroll year. The City will pay out any unused General Leave in accordance with current City Employee Policy. The City does not provide HR Services or benefits to contract

employees. HR will work with the Authority to transfer personnel files to the Authority to the extent necessary and only upon receipt of executed consent forms from all relevant employees.

6. Eligible City Employees serving in Authority Positions, except for the Housing and Grants Financial Coordinator who is not a City employee, will remain covered by City sponsored medical, dental and vision insurance benefits that were in force in 2024 through December 31, 2024. They will be offered the opportunity to continue their benefits on a self-paid basis through COBRA following the termination of those benefits per City Policy. Other city-paid benefits, such as short-term and long-term disability, basic life insurance, accidental death and dismemberment insurance, and employee assistance program, will terminate on December 31, 2024. Some of these plans may provide an option to continue coverage beyond that date if the premiums are paid by the employee. Flexible spending accounts, health savings accounts, 401a and 457 accounts may be transferred to a comparable plan or continue after December 31, 2024, but additional funds will not be added by the City after that date.
7. Information Technology (IT) Services: The City's IT Department will continue to provide services to the Authority through the end of the fiscal year of 2024. The City's IT Department will also continue to provide support for the Authority's facility located at 6230 Glencoe St. at the Landing at the Mile High Greyhound Park, which includes network monitoring and help-desk services through the end of the fiscal year of 2024. On date(s) and time(s) mutually convenient to the parties and agreed-upon in advance, the City's IT Department will assist the Authority in transferring the Authority's data and documents located on City servers or within City licensed software to the Authority by January 1, 2025. If the data is not successfully transferred by January 1, 2025, the Authority shall not maintain access to such data. The City and the Authority will schedule a date within a week of January 1, 2025, to clear all retained devices of any data and City software or operating systems. The City will also schedule a time with the Authority to obtain a final inventory of any retained hardware, which shall be signed by an Authority representative, and to perform a factory reset of all such devices.
8. Finance Services: The City's Finance Department will continue to support the Authority through the end of the 2024 fiscal year. The Finance Department will continue to process invoices and expenses incurred during the 2024 fiscal year through February 28, 2025. The Authority will need to begin processing all invoices and financial transactions related to 2025 fiscal year activity via a new system operated and maintained by the Authority outside of the City's financial system. Any invoices for Authority expenses incurred from and after January 1, 2025, which the City may receive will be promptly forwarded to the attention of the Executive Director at the Authority.

Section III. Insurance Coverage for Authority.

1. The City agrees to continue to provide for property, general and public officials liability, crime, and auto insurance coverage for the Authority and its real and personal property, through the City's membership in Colorado Intergovernmental Risk Sharing Agency (CIRSA) through December 31, 2024. Following that date, the Authority shall be responsible to obtain, procure, and fund its own property, general and public officials' liability, crime, and auto insurance coverage for the Authority and its real and personal property. Specifically, the list of properties associated with the Authority that are insured under the City's insurance policy with CIRSA as of the effective date of this Agreement include:

Location	Address
Pinecrest1	5651-5653 Olive Street
Pinecrest2	5655-5657 Olive Street
Pinecrest3	5663-5665 Olive Street
Pinecrest4	5667-5669 Olive Street
Pinecrest5	5671-5673 Olive Street
Pinecrest6	5675-5677 Olive Street
Pinecrest7	5659 Olive Street
Pinecrest8	5661 Olive Street
Residential	6084 Conter Ave.
Residential	6569 Conter Ave.
Residential	6579 Conter Ave.
Residential	6559 Conter Ave.

2. The City will cooperate with the Authority and execute any required documentation indicating the City's permission or sponsorship for the Authority's separate CIRSA or other relevant insurance account.
3. The parties acknowledge that the CCHA properties listed above have suffered some hail damage. The City agrees to repair the existing hail damage at its expense with insurance proceeds received from CIRSA for this purpose and with other City sources as may be needed, and CCHA grants to the City and its authorized contractors a license to enter the property(ies) to accomplish such repairs pursuant to the terms of the License Agreement, attached as Exhibit A or one in substantially similar form.

Section IV. Audits.

The annual financial and any single or other special audits of the Authority shall be performed by an independent auditor selected and paid for by the Authority. The City and the Authority shall continue to cooperate through future audit periods, and ensure each respective entity has access to any records or information that is necessary to complete the parties' respective audits. The Authority shall continue to provide required financial and single audit information that is necessary to be included in the City's Annual Comprehensive Financial Report, so long as the Authority is deemed a component unit of the City (per Government Accounting Standards Board criteria).

Section V. Authority Bank Accounts and Pooled Investments

1. The parties acknowledge that the City holds CCHA funds in its pooled investments as accounted for in specific General Ledger (“GL”) accounts designated by the City, with the identification of such accounts set forth in the list below.
2. The parties agree that the funds in the GL accounts identified below will be provided, to the extent they have not already been provided, to the Authority upon invoice to the City for same, and all funds from these accounts will be delivered to the Authority, plus proportional accrued interest for any period such funds have been invested, EXCEPT THAT the sum of \$350,000.00 of CCHA funds shall be retained with the City in GL account no. 577-111-000 until February 28, 2025 so that such Authority funds continue to be available to the City for all final reimbursements (and offsets, if any) as between the City and the Authority as well as for City audit purposes, at which time any balance remaining shall be promptly provided by the City to the Authority with an accounting for same.

577-111-000
578-111-000
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Section VI. Term of Agreement.

The Term of this Agreement shall be from the Effective Date, and shall continue until March 3, 2025, unless terminated earlier in accordance with the provisions of Section IX hereof. However, Sections III-VII shall survive termination. Notwithstanding the foregoing sentence, the Parties may also extend this Agreement by a writing as provided in Section VIII hereof.

Section VII. City and Authority Separate.

Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the City nor the Authority shall be deemed or constitute a partner, joint venture or agent of the other. Any actions taken by the parties pursuant to this Agreement shall be deemed actions as an independent entity of the other.

Section VIII. Amendments.

This Agreement may not be modified or amended except by written agreement of the parties. Any such amendments shall be in writing and signed by the City Manager of the City and the Chairman of the Board of Commissioners of the Authority.

Section IX. Termination.

Either party may terminate this Agreement, with or without cause, upon thirty (30) days prior written notice.

Section X. Other Documents.

The parties agree to execute other instruments and documents necessary to effectuate the terms and provisions of this Agreement.

Section XI. Severability.

In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section XII. No Third-Party Beneficiaries.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties. It is the express intention of the parties that any person other than the City and the Authority shall be deemed to be only an incidental beneficiary under this Agreement.

Section XIII. TABOR/Appropriation.

This Agreement will neither constitute nor be deemed a multiple fiscal-year debt or financial obligation of the City based on the City's ability to terminate this Agreement. The Authority acknowledges that the City has made no promise to continue to budget funds beyond the current fiscal year and that the City has and will pledge adequate cash reserves on a fiscal-year by fiscal-year basis.

Section XIV. Counterparts; Digital Execution.

This Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

Section XV. Supersedes Prior Agreements

This Agreement supersedes any prior agreements between the City and the Authority with respect to the same subject matters referenced herein. To the extent necessary, any prior agreements between the parties are hereby terminated with the execution of this Agreement.

CITY OF COMMERCE CITY

Steven Douglas, Mayor

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Sarah Geiger, Senior Counsel

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**COMMERCE CITY HOUSING AUTHORITY SIGNATURE PAGE TO FOLLOW ON
NEXT PAGE**

ATTEST:

COMMERCE CITY HOUSING AUTHORITY

Shelby Chapman, Secretary

Stephanie Butler, Chairperson
Board of Commissioners

EXHIBIT A: LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____, 2024 (the “**Effective Date**”), by and between the COMMERCE CITY HOUSING AUTHORITY (“**Authority**”), whose address is the Landing at Greyhound Park, 6230 Glencoe St, Office Suite 200, Commerce City, CO 80022, and the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado 80022 (“**City**”) or (“**Licensee**”).

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. The Authority grants to the Licensee, its authorized contractors and subcontractors, its successors and assigns, a revocable license for the non-exclusive right to access and perform roof replacement work on each of the properties owned by the Authority listed and described in **Exhibit A** (collectively, the “**Property**”), which exhibit is attached and incorporated into this Agreement, for the sole purpose of replacing hail damaged roofs on the Property (the “**Roof Replacement Work**”).

2. The Term of this Agreement shall be two years from the Effective Date written above unless extended by written agreement of the parties.

3. The Licensee shall engage qualified, licensed and bonded roofing contractors to replace all roofs on the Property including all labor, materials, tools, equipment, permits and services to properly complete the Roof Replacement Work in a safe and workmanlike manner.

4. The Licensee shall be responsible for all activities of such roofing contractors and shall assure the following terms and conditions are strictly complied with, together with the terms and provisions of this Agreement, during all aspects of the Roof Replacement Work on the Property:

- a. All material and equipment furnished for the Roof Replacement Work shall be of good quality and new, and if requested by the Authority, satisfactory evidence of the kind and quality of materials and equipment shall be furnished;
- b. All Roof Replacement Work shall be free from defects and shall conform to all applicable building code requirements as well as to the contract terms, provisions, plans and specifications of Licensee’s contract for such Roof Replacement Work;
- c. All contractors engaged by Licensee for Roof Replacement Work shall furnish certificates of insurance showing that the following minimum insurance is in full force and effect, and will insure all operations related in any way to the Roof Replacement Work:
 - i. Workers’ Compensation – In accordance with Colorado Workers’ Compensation laws; and
 - ii. Commercial General Liability – Combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and
- d. Contractors’ certificates of insurance shall show the Authority as additional loss payee, copies of which shall be provided to the Authority prior to commencement of work. Contractors shall not allow insurance coverage to lapse during Roof Replacement Work.

5. Licensee shall repair damages caused on the Property or adjoining lands caused by Licensee while exercising its rights or obligations under this Agreement.

6. The Licensee shall pay or cause to be paid all costs for work done by or on behalf of the Licensee or any of its designees, contractors, or assigns occupying or doing work on or adjacent to the Property arising from or otherwise relating

to the Roof Replacement Work. The Licensee shall keep the Property free and clear of any mechanic's liens and other liens on account of work done or performed on behalf of the Licensee.

7. The Licensee and its contractors shall comply with all applicable laws, ordinances and regulations, including but not limited to all applicable regulatory, environmental and safety requirements at Licensee's sole cost and expense. Once work is commenced hereunder on the Property, it shall be diligently pursued to completion to the extent reasonably practicable.

8. The Licensee shall cause all contractors and subcontractors performing work on or about the Property to take all necessary safety measures with respect to the construction and repair/replacement activities. The Licensee shall provide the Authority with the identity and contact information of the individual(s) whom the Licensee has designated as its authorized representative and primary contact for all purposes under this Agreement and throughout the duration of the Roof Replacement Work.

9. The Licensee shall assign all written warranties on all the Roofing Replacement Work to the Authority.

10. The Property is comprised of residential housing rented to individuals who occupy the Property as their homes. Residents of the Property park their vehicles on the Property, and travel to and from the Property throughout the day for school, work, errands, grocery shopping, and other typical residential activities. The Licensee and its contractors agree to mutually confer in good faith to resolve any dispute, issue or concern raised by the Authority which is or which may be impacting the use, quiet enjoyment or safety of the Property by such residents.

11. The Authority retains the right to the undisturbed full use and occupancy of the Property insofar as such use and occupancy is consistent with and does not impair the Licensee's use of the License except as authorized by this Agreement. The Authority reserves the right to grant easements and additional licenses within the Property, to conduct the day-to-day business of residential rental housing with minimal disruption and to perform any acts it deems necessary or desirable within the Property so long as such acts are not inconsistent with and do not unreasonably interfere with this License or Licensee's use of the License, subject to the terms of this Agreement.

12. No phase of the Roof Replacement Work on the Property shall begin without the Licensee first securing:

- a. Prior written approval from the Authority of the scope of work for each Property listed in Exhibit A hereto, assuming such approval is not unreasonably withheld and is related to the hail damage repair at issue; and
- b. Prior written consent from Newcastle Properties (concerning the Pinecrest properties) and from the Authority (with respect to the Conter homes) regarding date, time of commencement and anticipated completion date of the Roof Replacement Work on the Property.

13. The License and this Agreement will terminate by the Authority's provision of written notice by US Mail to the Licensee. If the License is terminated prior to the completion of the Repairs, the Licensee shall not be responsible to finish the repairs or restore the property.

14. This License may not be transferred or assigned to any other party without the express prior written permission of the Authority, accompanied by a signed amendment to this License Agreement.

15. The Authority is an express third-party beneficiary of Licensee's contract(s) with all contractors engaged by Licensee to perform the work hereunder on Authority Property, entitled to enforce the provisions thereof as if it were a party thereto. Licensee shall ensure that all contracts it enters into for performance of the Roof Replacement Work on Authority Property contain the following paragraph:

“Commerce City Housing Authority is an express third-party beneficiary of this Agreement and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.”

16. Any remedy set forth herein for breach of this Agreement or the License shall be in addition to any other remedy available to the Authority in law or in equity.

17. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed by this Agreement. Any oral representations or modifications concerning this Agreement, or its subject matter shall be of no force or effect except in a subsequent modification in writing, signed by the party to be charged.

19. This Agreement shall be construed in accordance with the laws of the State of Colorado.

(Remainder of page blank. Signatures contained on next pages.)

IN WITNESS WHEREOF, the undersigned have set their hands effective the day and year first above written.

CITY OF COMMERCE CITY, a Colorado home rule municipality

Jason Rogers, City Manager

ATTEST:

Dylan Gibson, City Clerk

APPROVED AS TO FORM:

Sarah L. Geiger, Senior Counsel

STATE OF COLORADO)

) ss.

COUNTY OF ADAMS)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Jason Rogers, City Manager of and for the City of Commerce City.

Notary Public

My commission expires: _____

Commerce City Housing Authority,

By: _____

Name: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The above and foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____ as _____ of and for the Commerce City Housing Authority.

Notary Public

My commission expires: _____

EXHIBIT A

This License Agreement grants the Licensee the right to access the property described below for the purpose of making repairs to hail damaged property including complete roof replacements and related work. Before commencing Roof Replacement Work on the Property, the Licensee shall obtain approvals from the Authority for scope of work specific to each separately-listed property set forth below in written form, and other consents or approvals or arrangements as set forth in this License Agreement, at least one week in advance of the proposed date it will commence Roof Replacement Work.

Authority Properties Impacted by Hail

Location	Address
Pinecrest1	5651-5653 Olive Street
Pinecrest2	5655-5657 Olive Street
Pinecrest3	5663-5665 Olive Street
Pinecrest4	5667-5669 Olive Street
Pinecrest5	5671-5673 Olive Street
Pinecrest6	5675-5677 Olive Street
Pinecrest7	5659 Olive Street
Pinecrest8	5661 Olive Street
Residential	6084 Conter Ave.
Residential	6569 Conter Ave.
Residential	6579 Conter Ave.
Residential	6559 Conter Ave.

