

**GRANT SUBRECIPIENT AGREEMENT
AMERICAN RESCUE PLAN SUBRECIPIENT AWARD**

THIS AGREEMENT is made and entered into this 11th day of March, 2022 by and between Archuleta County ("County") as GRANTOR and Archuleta Housing Corp., a 501(c)3 located at 703 San Juan St. Ste. 205, Pagosa Springs, CO 81147 as SUBRECIPIENT.

WHEREAS, as allowed by the American Rescue Plan Act of 2021 (Public Law 117-2; "ARPA"), Archuleta County seeks to make grants to small businesses, non-profit organizations, and other eligible organizations directly impacted by, or to provide services to, individuals directly impacted by the effects of the COVID-19 Pandemic; and

WHEREAS, these grants are intended to address acute, short-term needs and hence are titled "Short-Term Needs Grants"; and

WHEREAS, Archuleta County implemented a process that sought applications from all entities eligible under the ARPA that judged the eligibility, public benefit, community health and economic impacts, capacity to meet the terms of the ARPA, and immediate need of the submissions; and

WHEREAS, Archuleta Housing Corp. submitted a proposal to the County for a program that complies with the terms of the American Rescue Plan, and which in the judgment of the County provides a public benefit to alleviate the impacts of the COVID-19 pandemic; and

WHEREAS, the proposal is for a project to address capital needs for \$282,050.00; and

THE PARTIES AGREE:

1. **The Sub Award.** The County will award and release to SUBRECIPIENT a sum of up to Two Hundred Eighty-Two Thousand and Fifty Dollars for Year 1 (\$282,050.00) from its ARPA Fund (the "Grant") pursuant to the payment terms in Section 4.
2. **Use of Funds.** Grant funds in the amount of up to Two Hundred Eighty-Two Thousand and Fifty Dollars (\$282,050.00) will be used by SUBRECIPIENT for the sole purpose of addressing capital needs of our residents by replacing leaking furnaces and water heaters, and installing backflow preventers at each site as described in the proposal submitted by SUBRECIPIENT, attached hereto as Exhibit A and by this reference incorporated herein.

3. **Term.** Program and expenditures must be obligated by December 31, 2024 and performed during the term of the date of execution of this agreement through December 31, 2026.

4. **Payment of Funds.**

- a. The County agrees to reimburse SUBRECIPIENT for costs actually incurred and paid by SUBRECIPIENT in accordance with the Approved Budget attached hereto as Exhibit B and for the performance of the Approved Services under this Agreement in an amount not to exceed \$282,050.00 (the "Total Agreement Funds").
- b. The amount of Total Agreement Funds, however, is subject to adjustment by County if a substantial change is made in the Approved Services that affects this Agreement or if this Agreement is terminated prior to the expiration of the Agreement as provided in Section 3 above. Program funds shall not be expended prior to the Effective Date, or following the earlier of the expiration or termination of this Agreement.
- c. Costs incurred shall only be as necessary and allowable to carry out the purposes and activities of the Approved Services and may not exceed the maximum limits set in the Approved Budget.
- d. Expenses charged against the Total Agreement Funds shall be incurred in accordance with the American Rescue Plan and the Federal Treasury's guidance (including the Interim Final Rule and Frequently Asked Questions document), Office of Budget and Management Guidance.
- e. Invoices. On or before the twentieth (20th) day of each month and in any event no later than thirty (30) days after the earlier of the expiration or termination of this Agreement, SUBRECIPIENT shall submit a summary form supplied by County, attached hereto as Exhibit C-1, with complete documentation as described below, depending on the items for which reimbursement is sought, for the most recent month ended, to County, setting forth actual expenditures of SUBRECIPIENT in accordance with this Agreement. Within ten (10) working days from the date it receives such invoice, County may disallow the requested compensation. If the compensation is so disallowed, County shall notify

SUBRECIPIENT as to the disapproval. If payment is approved, no notice will be given.

- i. Invoices for Payroll – if the SUBRECIPIENT is submitting a reimbursement request for payroll cost for employees of the SUBRECIPIENT, the documentation shall include timesheets and pay statements with personally identifiable information of the employee redacted that will include, at a minimum, dates and hours worked and total compensation paid, including benefits if such costs are requested for reimbursement by the SUBRECIPIENT.
 - ii. Invoices for Revenue Loss – If the SUBRECIPIENT is seeking grant funds to replace revenues lost due to the economic impacts of COVID-19, the documentation should include audited financial statements and/or tax forms showing a comparison of revenues between the time period in 2021 (beginning on March 3, 2021) and 2019 (before the COVID-19 pandemic). If an annual statement for 2021 is provided, the reimbursement may be prorated for the allowable timeframe in 2021 which began on March 3, 2021.
 - iii. Invoices for Materials and Services – If the SUBRECIPIENT is seeking reimbursement for the purchase of materials or services, the documentation shall include vendor invoices and proof of payment such as a cleared check, bank statement, or electronic funds transfer receipt.
- f. Any funds from the sub award not awarded during the current fiscal year ending will remain in the County’s ARPA Fund and will be available for other appropriation.

5. SUBRECIPIENT Representations.

- a. SUBRECIPIENT has familiarized itself with the nature and extent of this Agreement and with all local conditions and federal, state and local laws, ordinances, rules, and regulations that in any manner may affect SUBRECIPIENT’s performance under this Agreement. Specific Treasury Guidance attached in Exhibit D.

- b. SUBRECIPIENT is responsible for complying with all applicable terms of the American Rescue Plan, as well as all other applicable state, federal, and local law.
- c. SUBRECIPIENT represents and warrants to County that it has the experience and ability to perform its obligations under this Agreement; that it will perform said obligations in a professional, competent and timely manner and with diligence and skill; that it has the power to enter into and perform this Agreement and grant the rights granted in it; and that its performance of this Agreement shall not infringe upon or violate the rights of any third party, whether rights of copyright, trademark, privacy, publicity, libel, slander or any other rights of any nature whatsoever, or violate any federal, state and/or municipal laws. The County will not determine or exercise control as to general procedures or formats necessary for SUBRECIPIENT to meet this warranty.
- d. SUBRECIPIENT represents and warrants to County that the Grant funds are necessary to accomplish the financial requirements of the Project.
- e. SUBRECIPIENT shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements. SUBRECIPIENT shall adopt such additional financial management procedures as may from time to time be prescribed by County if required by applicable laws, regulations or guidelines from its federal and state government funding sources.
- f. SUBRECIPIENT shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement, and provide the County with the information set forth in Exhibit C. If any information within Exhibit C changes, SUBRECIPIENT shall update said information with the County within ten (10) business days.
- g. Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of County, the County's external Auditor, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the Notice of Prime Award or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT, shall become SUBRECIPIENT's liability, to be paid by SUBRECIPIENT from funds other than

those provided by County under this Agreement or any other agreements between County and SUBRECIPIENT. This provision shall survive the expiration or termination of this Agreement.

- h. In any fiscal year in which SUBRECIPIENT expends \$750,000 or more in federal awards during such fiscal year, including awards received as a subrecipient, SUBRECIPIENT must comply with the federal audit requirements contained in the Uniform Guidance, [45 CFR Part 75], including the preparation of an audit by an independent Certified Public Accountant in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501-7507, and with Generally Accepted Accounting Principles. If SUBRECIPIENT expends less than \$750,000 in federal awards in any fiscal year, it is exempt from federal audit requirements, but its records must be available for review by County and appropriate officials. SUBRECIPIENT shall provide County with a copy of SUBRECIPIENT's most recent audited financial statements, federal Single Audit report, if applicable (including financial statements, schedule of expenditures of federal awards, schedule of findings and questioned costs, summary of prior audit findings, and corrective action plan, if applicable), and management letter within thirty (30) days after execution of this Agreement and thereafter within nine (9) months following the end of SUBRECIPIENT's most recently ended fiscal year.
- i. Final payment request(s) under this Agreement must be received by County no later than thirty (30) days from the earlier of the expiration date or termination date of this Agreement. No payment request will be accepted by County after this date without authorization from County. In consideration of the execution of this Agreement by County, SUBRECIPIENT agrees that acceptance of final payment from County will constitute an agreement by SUBRECIPIENT to release and forever discharge County, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement. SUBRECIPIENT's obligations to County under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of County. Such requirements shall include, without limitation, submitting final reports to County and providing any closeout-related information requested by County by the deadlines specified by

County. This provision shall survive the expiration or termination of this Agreement.

6. Cooperation in Monitoring and Evaluation.

- a. **County Responsibilities.** County shall monitor, evaluate and provide guidance and direction to SUBRECIPIENT regarding the conduct of Approved Services performed under this Agreement. SUBRECIPIENT has the responsibility to determine whether SUBRECIPIENT has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements. County shall monitor the activities of SUBRECIPIENT and provide assistance to SUBRECIPIENT to meet such requirements. County may require SUBRECIPIENT to take corrective action if deficiencies are found.
- b. **SUBRECIPIENT Responsibilities.**
 - i. SUBRECIPIENT shall permit County to carry out monitoring and evaluation activities, including any performance measurement systems required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and SUBRECIPIENT agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
 - ii. SUBRECIPIENT shall maintain records and submit to the County related to the following:
 1. Itemized invoices paid to contractors or for goods or services that are requested for reimbursement from the County.
 2. Records of individuals served (not including personally identifiable information) using funds provided in this Agreement.
 - iii. SUBRECIPIENT shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of County, the U.S. Government Accountability Office or the Comptroller General of the United States and SUBRECIPIENT agrees to ensure to the extent possible the cooperation of its agents, employees and board members in

any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

7. **Reports/Accountability/Public Information.** SUBRECIPIENT must allow the County, its auditors, and other persons authorized by the County to inspect and copy its books and records for the purpose of verifying that monies provided to SUBRECIPIENT pursuant to this Agreement were used in compliance with this Agreement and all applicable provisions of federal, state, and local law. SUBRECIPIENT will retain such records for seven (7) years after receipt of final payment under this Agreement unless permission to destroy them is granted by the County. SUBRECIPIENT shall not issue any statements, releases or information for public dissemination without prior approval of the County.
8. **Permits and Compliance with Laws.** SUBRECIPIENT will obtain, in a timely manner, all required permits, licenses and approvals, and will meet all requirements of all local, state and federal laws, rules and regulations which must be obtained or met in connection with construction of the Project
9. **Independent Contractor Status.** The parties agree that SUBRECIPIENT, its agents, employees, contractors, or subcontractors, are independent contractors for purposes of this Agreement and are not to be considered employees or agents of the County for any purpose. SUBRECIPIENT and its agents, employees, contractors, or subcontractors, are not subject to the terms and provisions of the County's personnel policies handbook and may not be considered a County employee for workers' compensation or any other purpose. SUBRECIPIENT, its agents, employees, contractors, or subcontractors, are not authorized to represent the County or otherwise bind the County in any way.
10. **Default and Termination.** If SUBRECIPIENT fails to comply with any condition of this Agreement at the time or in the manner provided for, the County may terminate this Agreement if the default is not cured within fifteen (15) working days after written notice is provided to SUBRECIPIENT. The notice will set forth the items to be cured. If this Agreement is terminated pursuant to this Section, SUBRECIPIENT will repay to the County any Grant funds already delivered to SUBRECIPIENT for the Project. The County may terminate this agreement at any time for convenience upon 30 days written notice and may refuse reimbursement for work or services performed outside the scope and terms of the American Rescue Plan or the terms of this Agreement.
11. **Limitation on SUBRECIPIENT's Damages; Time for Asserting Claim.**

- a. In the event of a claim for damages by SUBRECIPIENT under this Agreement, SUBRECIPIENT's damages shall be limited to contract damages and SUBRECIPIENT hereby expressly waives any right to claim or recover consequential, special, punitive, lost business opportunity, lost productivity, field office overhead, general conditions costs, or lost profits damages of any nature or kind.
- b. In the event SUBRECIPIENT wants to assert a claim for damages of any kind or nature, SUBRECIPIENT must first provide County with written notice of its claim, the facts and circumstances surrounding and giving rise to the claim, and the total amount of damages sought by the claim, within ninety (90) days of the facts and circumstances giving rise to the claim. In the event SUBRECIPIENT fails to provide such notice, SUBRECIPIENT shall waive all rights to assert such claim.

12. Representatives.

- a. **County's Representative.** The County's Representative for the purpose of this Agreement shall be the County Manager, the County Finance Director and/or such other individual(s) as County designates in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, SUBRECIPIENT may direct its communication or submission to other designated County personnel or agents and may receive approvals or authorization from such persons.
- b. **SUBRECIPIENT's Representative.** SUBRECIPIENT's Representative for the purpose of this Agreement shall be Nicole Holt, Executive Director, or such other individual as SUBRECIPIENT shall designate in writing. Whenever direction to or communication with SUBRECIPIENT is required by this Agreement, such direction or communication shall be provided to SUBRECIPIENT's Representative; provided, however, that in exigent circumstances when SUBRECIPIENT's Representative is not available, County may provide its direction or communication to other designated SUBRECIPIENT personnel or agents.

13. **Indemnity/Waiver of Claims/Insurance.** To the fullest extent permitted by law, SUBRECIPIENT agrees to defend, indemnify and hold the County and its agents, representatives, employees, and officers (collectively referred to for purposes of this

Section as the County) harmless against all third party claims, demands, suits, damages, losses, and expenses, including reasonable defense attorney fees, which arise out of, relate to or result from SUBRECIPIENT's (i) negligence, or (ii) willful or reckless misconduct.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s). SUBRECIPIENT's indemnification obligations under this Section shall be without regard to and without any right to contribution from any insurance maintained by County.

Should any indemnitee described herein be required to bring an action against SUBRECIPIENT to assert its right to defense or indemnification under this Agreement or under SUBRECIPIENT's applicable insurance policies required below, the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines SUBRECIPIENT was obligated to defend the claim(s) or was obligated to indemnify the indemnitee for a claim(s) or any portion(s) thereof.

In the event of an action filed against County resulting from the County's performance under this Agreement, the County may elect to represent itself and incur all costs and expenses of suit.

SUBRECIPIENT also waives any and all claims and recourse against the County or its officers, agents or employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement.

These obligations shall survive termination of this Agreement.

In addition to and independent from the above, SUBRECIPIENT shall at SUBRECIPIENT's expense secure insurance coverage through an insurance company or companies duly licensed and authorized to conduct insurance business in Colorado which insures the liabilities and obligations specifically assumed by SUBRECIPIENT in this Section. The insurance coverage shall not contain any exclusion for liabilities specifically assumed by SUBRECIPIENT in this Section unless and to the extent coverage for such liability is not reasonably available.

The insurance shall cover and apply to all claims, demands, suits, damages, losses, and expenses that may be asserted or claimed against, recovered from, or suffered by the County without limit and without regard to the cause therefore and which is acceptable to the County and SUBRECIPIENT shall furnish to the County an accompanying certificate of insurance and accompanying endorsements in amounts not less than as follows:

- Workers' Compensation – statutory
- Employers' Liability \$1,00,000 each accident
 \$500,000 Disease-Policy Limit
 \$100,000 Disease-Each Employee
- Commercial General Liability - \$1,000,000 per occurrence; \$2,000,000 annual aggregate

Archuleta County, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on the Commercial General Liability policy. The insurance and required endorsements must be in a form suitable to County and shall include no less than a thirty (30) day notice of cancellation or non-renewal. The County must approve all insurance coverage and endorsements prior to delivery of Grant funds to SUBRECIPIENT. SUBRECIPIENT shall notify County within two (2) business days of SUBRECIPIENT's receipt of notice that any required insurance coverage will be terminated or SUBRECIPIENT's decision to terminate any required insurance coverage for any reason.

14. **Nondiscrimination and Equal Pay.** SUBRECIPIENT agrees that all hiring by SUBRECIPIENT of persons performing this Grant Agreement shall be on the basis of merit and qualifications. SUBRECIPIENT will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. SUBRECIPIENT will not refuse employment to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. SUBRECIPIENT represents it is, and for the term of this Agreement will be, in compliance with the requirements of the Equal Pay Act of 1963 and Section 39-3-104, MCA (the Colorado Equal Pay Act).

SUBRECIPIENT must report to the County any violations of the Colorado Equal Pay Act that Contractor has been found guilty of within sixty (60) days of such finding for violations occurring during the term of this Agreement.

SUBRECIPIENT shall require these nondiscrimination terms of its subcontractors providing services under this Grant Agreement.

15. **Public Meetings and Access to Public Records.** Meetings of SUBRECIPIENT that pertain to the receipt or expenditure of Grant funds from the County are subject to the open meeting requirements of Colorado law and the Colorado Open Records Act.
16. **Integration and Modification.** This document contains the entire agreement between the parties and no statements, promises or inducements made by either party or agents of either party not contained in this written Agreement may be considered valid or binding. This Agreement may not be modified except by written agreement signed by both parties.
17. **No Assignment.** SUBRECIPIENT may not subcontract or assign SUBRECIPIENT's rights, including the right to Grant payments, or any other rights or duties arising hereunder, without the prior written consent of County.
18. **No Third Party Beneficiary.** The terms and provisions of this Agreement are intended solely for the benefit of each party and their respective successors and assigns. It is not the parties' intent to confer third party beneficiary rights upon any other person or entity.
19. **Choice of Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado without regard to conflict of law provisions.
20. **Non-Waiver.** A waiver by either party of any default or breach by the other party of any terms or conditions of this Agreement does not limit the other party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.
21. **Severability.** If any portion of this Agreement is held to be void or unenforceable, the balance of the Agreement shall continue in effect.
22. **Counterparts.** This Agreement may be executed in counterparts, which together constitute one instrument.

23. **Fund Availability.** Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. If funds are not appropriated, budgeted or made available, this Agreement shall immediately terminate without further obligation on the part of County. See also C.R.S. 30-25-103
24. **Governmental Immunity.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, notice requirements or other provisions, of the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq. as applicable now or hereafter amended. There is no intent to waive or restrict governmental immunity.
25. **Employment Eligibility.** SUBRECIPIENT certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment directly or indirectly related to this Agreement through participation in the E-Verify Program, SUBRECIPIENT shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. SUBRECIPIENT shall:
- a. Use E-Verify Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed,
 - b. Notify the subcontractor and the County within three (3) days if SUBRECIPIENT has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement,
 - c. Terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice, and
 - d. Comply with reasonable requests made in the course of an investigation undertaken by the Colorado Department of Labor and Employment or the County. If SUBRECIPIENT fails to comply with any requirement of this provision, the County may terminate this Agreement for breach and, if so terminated, SUBRECIPIENT shall be liable for damages.
26. **Prohibition of Pledging Credit and No Aid to Corporations.** Pursuant to Colorado Constitution Article XI, Sections 1 and 2 and Article X, section 20, the County shall not

indemnify or hold harmless SUBRECIPIENT or any party related or operating under this Agreement. No provision in the Agreement shall limit or set the amount of damages available to the County to any amount other than the actual direct and indirect damages to the County, regardless of the theory or basis for such damages. Any provision included or incorporated herein by reference which purports to negate this provision in whole or in part shall not be valid or enforceable or available in any action at law or equity, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by this provision shall not invalidate the remainder of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year indicated below.

BOARD OF COUNTY COMMISSIONERS OF
ARCHULETA COUNTY, COLORADO

By: _____

Name: _____

Title: Chairman

Date: _____

SUBRECIPIENT

By: 

Name: Nicole Holt

Title: Executive Director

Date: March 11, 2022

Approved as to form:

_____ Date: _____

County Attorney
Archuleta County

Exhibit A
Program Proposal



Exhibit A Program Proposal

Quality of Life

Self-sufficiency

Community

P.O. Box 355
703 San Juan St., Suite 205
Pagosa Springs CO 81147

970-398-1860
970-279-3066
Nicole.ArchHouse@gmail.com

April 16, 2021

Dear County Commissioners,

Archuleta Housing Corporation is celebrating our 50th year of operation housing 64 low-income families and senior households, totalling 178 residents in our community. Our multifamily housing units were built in 1973 and are badly in need of capital improvements including, new furnaces at an estimated cost of \$265,000, water heaters at an estimated cost of \$200,000, updated insulation estimated at \$70,000 and PAWSD compliant backflow preventers at all nine buildings with a estimated cost of \$30,000. In addition to capital improvements, we have experienced a substantial loss of income due to COVID-19 restrictions placed on us by HUD and the CDC, preventing us from charging late fees, and placing a moratorium on evictions for non-payment of rent. Unfortunately, we are not in a position to take out new loans because we still have a loan with HUD. Therefore, we are requesting \$565,000 from the County to be earmarked from the \$2.5 million to be received from the federal COVID-19 pandemic relief bill recently passed. This money can be used to support affordable housing efforts, and would enable Archuleta Housing Corp to make necessary health and safety repairs to our buildings, protect our residents, and preserve our existing affordable housing units. If we do not receive these funds, we could lose 52 units of subsidized housing in our community, our residents could face displacement and homelessness, and our Section 8 contract with HUD that has been in place for 50 years and is invaluable to this community, could be lost.

Archuleta Housing provides affordable housing to 52 low income families, and 13 low income elderly residents, all living under 50% AMI, totaling 178 residents of Pagosa Springs and Archuleta Country. Through the use of federally funded and subsidized HUD/Section 8 project vouchers, we provide subsidized rents at 30% of our residents' income, which includes all utilities paid for by Archuleta Housing, which helps our residents keep their bills low, and their heat and lights on.

Our residents are members of this community who work at a number of local businesses including; Beehive, Pagosa Brewery, Pagosa Bar, Subway, Mastercorp, the Humane Society, Everyday gas station, Archuleta County, the School District, Walmart, Cornerstone Accounting, Riff Raff, City Market, The Malt Shop, The Buck Stop, Mountain Pizza and Tap Room, J&J Enterprises, American Auto Care, Jicarilla Police Dept, The Wildlife Park, Fireside Cabins, The Hot Springs Resort, PASCO Home Health and many of them also clean short term rentals to make ends meet and keep our economy thriving.

In addition to our residents who are a vital workforce in our community, Archuleta Housing also spends over \$500,000/year in this community on utilities and at local small businesses including; Ponderosa Lumber, Terry's Ace Hardware, Village Interiors, Peak to Peak Electric, Doors & More, A-1 Services, Advance Auto Parts, American Family Insurance, Archuleta County Solid Waste, At your Disposal, Blue Mountain Accounting,

DC Construction, George T. Sanders, Graphic Assassin, Guardian Pest Control, James Garrett Attorney at Law, Just Click Printing, Lucero Tire, Pagosa Glass, Pagosa Rooter, PBS Heating, Peak Performance Fire & Safety Solutions, Perfect Computing, Put Hill Customs, Raymond Rent a Nerd, Sears, and Tractor Supply, among others. We always choose to buy local and never purchase online when we can support our local businesses right here in Pagosa.

As you can see, our residents are vital members of the workforce community and our federal funding provides local businesses and utilities with capital to run their businesses. Archuleta Housing also employs six members of our community. Therefore, it is crucial that we continue to provide housing to the workforce and address capital needs issues that are affecting the health and safety of our residents. In addition to reaching out for financial support from the Town & Country, we will be applying for rebates from Energy Outreach Colorado, and grants from LPEA. With the multitude of challenges we face, we are in need of leadership from our Town & County officials to provide us with needed resources and help us continue to run our organization and keep it thriving. I know addressing affordable workforce housing issues is a priority for Town & County officials, and I commend you for taking a stance and voicing your desires to address this issue in our community. In helping Archuleta Housing Corporation raise needed funds for capital improvements, you can have an important impact in our community by supporting the affordable housing sector at this critical time.

Yours truly,



Nicole Holt,
Executive Director

Giuseppe Margiotta,
Chairman of the Board of Directors

Exhibit B - Award Budget
Archuleta Housing Corporation

Expenditures						
Description	Quantity	Material	Labor	Invoice Total	Vendor	
Removal and disposal of 20 existing early 1980's model, 78% AFUE, 75,000 btu natural draft Whirlpool forced air furnaces in the lower level of site B and C. Installation of 95% AFUE RHEEM 60,000 btu high efficiency small cabinet furnaces, venting, concentric vent wall kits, framed and drywall finished encapsulation of polypropylene venting on the interior of the living space.	20	\$3,646.64	\$2,100.00	\$114,932.80	Energy Resource Center	
Removal and disposal of 32 existing early 1980's model, 78% AFUE, 75,000 btu natural draft Whirlpool forced air furnaces in the upper level of site B, C as well as the single level ranch style builds at site A and B. Installation of 95% AFUE RHEEM 60 btu high efficiency small cabinet furnaces, venting, boots and caps.	32	\$2,473.94	\$2,100.00	\$146,366.08	Energy Resource Center	
Sealed Domestic Water Heaters						
Installation of a R60 of cellulose insulation in 8 buildings attics totaling 23,441 sq ft.	38	\$2,500.00	\$2,500.00	\$190,000.00	Energy Resource Center	
Installation of (3) Wilkins 975XL Reduced Pressure Backflow Preventers and heated box to prevent freezing, including excavation & installation of Aqua Shield enclosures (Site B) [this does not include electrical work]	8	\$44,894.18	\$24,960.00	\$69,854.18	Energy Resource Center	
Installation of (3) Wilkins 975XL Reduced Pressure Backflow Preventers and heated box to prevent freezing, including excavation & installation of Aqua Shield enclosures (Site B) [this does not include electrical work]	3	\$11,250.00	\$0.00	\$11,250.00	Rio Blanco Backflow	
Installation of (3) Wilkins 975XL Reduced Pressure Backflow Preventers and heated box to prevent freezing, including excavation & installation of Aqua Shield enclosures (Site C) [this does not include electrical work]	3	\$9,750.00	\$0.00	\$9,750.00	Rio Blanco Backflow	
Installation of (2) 1" Wilkins 975XL Reduced Pressure Backflow Preventers and heated box to prevent freezing, including excavation & installation of Aqua Shield enclosures (Site A)	2	\$5,500.00	\$0.00	\$5,500.00	Rio Blanco Backflow	
SUBTOTAL		\$80,014.76	\$31,660.00	\$547,653.06		

Exhibit B - Award Budget
Archuleta Housing Corporation

Funding Sources					Amount
Description					
Archuleta County ARPA Grant					\$282,050.00
Energy Outreach Colorado rebates (known)					\$172,822.21
Archuleta Housing Corporation / additional grants needed					\$92,780.85
SUBTOTAL					\$547,653.06

Exhibit C
Reporting Information

1. Subrecipient identifying and demographic information (e.g., DUNS number and location): Archuleta Housing Corporation, DUNS number: 832287960, 703 San Juan St., Suite 205 Pagosa Springs, CO 81147.
2. Award number: 2021-03
3. Award date, type, amount, and description: March 9, 2022, Capital Needs Project, \$282,050, for the sole purpose of replacing leaking furnaces and water heaters, insulation and installing backflow preventers as described in Exhibit A.
4. Award payment method (reimbursable or lump sum payment(s)): reimbursable.
5. Primary place of performance: Site A: 189 N 7th Street; Site B: 375 N. 5th Street, and Site C: 302 S. 9th Street Pagosa Springs, CO 81147
6. Related project name(s): Capital Needs Project
7. Related project identification number(s): n/a
8. Period of performance start date: January 1, 2021
9. Period of performance end date: Dec 31, 2026
10. Quarterly obligation amount:
11. Quarterly obligation amount:
12. Annual obligation amount:
13. Annual expenditure amount:

EXHIBIT C-1
MONTHLY INVOICE SUMMARY SHEET

Subrecipient Name: _____

Project Status: _____ Project Not Started
 _____ Project Completed Less than 50%
 _____ Project Completed 50% or more
 _____ Project Fully Completed

For Month Ending: _____

INVOICE DATE	INVOICE NUMBER	MONTH WHEN SERVICES WERE RENDERED	PAYEE	AMOUNT	DESCRIPTION OF SERVICES PERFORMED

TOTAL AMOUNT OF INVOICES SUBMITTED: \$ _____

Invoice copies and proof of payment (cleared check, bank statement, ETF receipt) must be attached.

I hereby certify that the invoices being submitted comply with the terms and conditions of the Grant Subrecipient Agreement dated _____.

Signature: _____
 Print Name: _____
 Date: _____

Exhibit D
Treasury Guidance

By signing this Agreement, Subrecipient acknowledges that he/she has read, understands and will comply with the Federal Treasury's guidance (including the Final Rule and Frequently Asked Questions document), Office of Budget and Management Guidance, which can all be viewed at the following websites:

Department of the Treasury – Interim Final Rule (effective May 10, 2021 until April 1, 2022):

<https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf>

Department of the Treasury – Interim Final Rule: Frequently Asked Questions (as of January 2022):

<https://home.treasury.gov/system/files/136/SLFRPFAQ.pdf>

Department of the Treasury – Final Rule (effective April 1, 2022):

<https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>

Department of the Treasury – Recipient Compliance and Reporting Responsibilities:

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>