

RESOLUTION NO. 54

SERIES 2017

RESOLUTIONS OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT ESTABLISHING THE GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

WHEREAS, the Town of Crested Butte, Colorado ("**Town**") is a home rule municipality duly and regularly organized and now validly existing as a body corporate and public under and by virtue of the Colorado Constitution and laws of the State of Colorado; and

WHEREAS, the provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-203, allow Colorado local governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each local government; and

WHEREAS, the provisions of C.R.S. § 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority; and

WHEREAS, Section 14.5 of the Town Charter permits the Town Council, by resolution, to enter into agreements with special districts for furnishing or receiving services; and

WHEREAS, a multijurisdictional housing authority established pursuant to C.R.S. § 29-1-204.5 may be used by the contracting local governments to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects of programs pursuant to a multijurisdictional plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; and (b) affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, Gunnison County, Gunnison, Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together on affordable housing projects and programs for local low- to moderate-income families and for employees of local employers, and therefore formed the Gunnison Valley Regional Housing Authority (the "**GVRHA**") in 2012 through an intergovernmental agreement establishing the GVRHA; and

WHEREAS, the GVRHA adopted a strategic plan on March 8, 2017 containing strategic priorities and results including certain member commitments reflected in the First Amendment to the Intergovernmental Agreement Establishing the GVRHA (the "**amended IGA**"); and

WHEREAS, the Town Council passed Resolution 44, Series 2017 and this resolution replaces the previous approved amended IGA;

WHEREAS, the Town Council hereby finds that entering into the amended IGA as reflected in this resolution is in the best interest of the general health, safety and welfare of Crested Butte, its residents and visitors alike.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE

TOWN OF CRESTED BUTTE, COLORADO, THAT,

1. The Town Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

2. The Town Council hereby authorizes the Mayor to enter into the First Amendment to the Intergovernmental Agreement Establishing the Gunnison Valley Regional Housing Authority.

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 21st DAY OF AUGUST, 2017.

TOWN OF CRESTED BUTTE, COLORADO

By: Glenn Michel
Glenn Michel, Mayor

ATTEST:

Lynelle Stanford
Lynelle Stanford, Town Clerk



**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY**

THIS FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT (this “First Amendment”) is entered into as of August 15, 2017, by and among the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GUNNISON, COLORADO, whose address is 200 E. Virginia, Gunnison, CO 81230 (“Gunnison County”), the CITY OF GUNNISON, whose address is P.O. Box 239, Gunnison, CO 81230 (“Gunnison”), the TOWN OF CRESTED BUTTE, whose address is P.O. Box 39, Crested Butte, CO 81224 (“Crested Butte”), and the TOWN OF MT. CRESTED BUTTE, whose address is P.O. Box 5800, Mt. Crested Butte, CO 81225 (“Mt. Crested Butte”); (collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to the provisions of Section 18 of the Colorado Constitution and Section 29-1-203, Colorado Revised Statutes, in 2012 the parties entered into an Intergovernmental Agreement (the “Agreement”) establishing the Gunnison Valley Regional Housing Authority (the “Authority”); and

WHEREAS, the Parties have determined that due to changed circumstances and needs of the entities benefitting from the services provided by the Authority, it is in the best interest of the Parties and the community benefitting from the services to amend certain provisions of the Agreement; and

WHEREAS, except as otherwise provided herein, the provisions of the Agreement are hereby ratified and confirmed, and remain in full force and effect.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and obligations herein set forth, the parties hereby mutually agree as follows:

Section 1. Section 1.3 of the Agreement, “Functions or Services”, is hereby amended to add items (p) through (s) as shown below:

Section 1.3 Functions or Services. The functions and services of the Authority include, but are not necessarily limited to the following:

- a. Advise local governments of the practical applications of local housing policy and infrastructure needs;
- b. Review development proposals and participate as appropriate;
- c. Facilitate partnerships to create housing;

- d. Allocate funds for eligible housing projects;
- e. Facilitate the establishment of a housing land trust;
- f. Identify and facilitate the acquisition of vacant land that may be developed for affordable housing;
- g. Identify financing opportunities;
- h. Propose ballot initiatives;
- i. Acquire existing housing or other real estate to assure retention of or conversion to affordable housing stock;
- j. Acquire land and obtain development approvals. Issue request for proposals for private sector and non-profit entities to build;
- k. Develop new for-sale and rental affordable housing;
- l. Rehabilitate existing housing;
- m. Manage affordable housing properties;
- n. Administer housing voucher programs;
- o. Construct infrastructure to serve affordable housing;
- p. Qualify applicants for affordable housing home ownership or Authority rental properties;
- q. Conduct lotteries for the sale or rental of affordable housing properties;
- r. Provide assistance for deed restriction enforcement and interpretations;
- s. Provide office hours at the facilities of Authority parties.

Section 2. Section 4.6, “Renewed Commitments from Parties”, is added to Article IV, Sources of Revenue, as follows:

Section 4.6 Renewed Commitments from Parties. The Parties agree that the success of the Authority is of paramount importance to the communities they represent. Additionally, the Parties agree that the success of the Authority is equally important to each of the jurisdictional bodies. To ensure the continued and growing success of the Authority, the Parties to this Agreement acknowledge and agree that continued and sustainable operational funding is needed. The Parties agree to provide funding to the Authority in the amounts shown in (a) below. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

- a. *Shares of Funding*. The Parties agree that the responsibility for funding the Authority should be divided amongst them and that currently the funding is not equally split. To ensure the affordability of each entity to meet the funding obligations hereunder, the Parties agree to the funding schedule as follows, with the exception that the County will continue funding at its current level:

<u>Party</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
County	\$93,500	\$93,500	\$93,500	\$93,500	\$93,500
City of Gunnison	\$53,000	\$58,750	\$58,750	\$58,750	\$58,750
Crested Butte	\$58,750	\$58,750	\$58,750	\$58,750	\$58,750
Mt. Crested Butte	\$43,500	\$48,500	\$53,500	\$58,750	\$58,750

b. *Payment Dates.* The Parties shall pay their respective sums due to the Authority on a quarterly basis each year. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose subject to repayment by the Authority.

Section 3. A new Article VII, Commitments From Jurisdictional Parties, is added as shown below. The former Article VII, General Provisions, is re-numbered as “Article VIII” and each of the respective Sections are re-numbered.

ARTICLE VII COMMITMENTS FROM JURISDICTIONAL PARTIES

Section 7.1 Multijurisdictional Plan. The parties to this Agreement agree to assist the Authority in developing and implementing multijurisdictional housing plan to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low- or moderate-income; (b) affordable housing projects or programs for employees of employers located within the boundaries of the Authority; (c) senior housing facilities; and mixed income or mixed use properties that facilitate the purposes of (a), (b) or (c). The parties will assist in developing a pipeline of projects derived from the multijurisdictional housing plan based on key findings and recommendations of the most recent housing needs assessment for the Gunnison Valley.

Section 7.2 Contract with the Authority. When deemed appropriate and reasonable by the relevant party, the jurisdictional parties agree to contract with the Authority for the provision of property management and project services.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 8.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

Section 8.3 No Third-Party Beneficiaries. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

Section 8.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

Section 8.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 8.6 Severability. If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete therefrom the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby.

Section 8.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

Section 8.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

Section 4. If any section, paragraph, clause or provision of this First Amendment shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this First Amendment.

Section 5. Except as amended hereby, the provisions of the Agreement are hereby ratified, approved and confirmed.

Section 6. The Effective Date of this First Amendment shall be the date of the last party to sign.

Section 7. The parties to this First Amendment do not intend to benefit any person not a party to this First Amendment. No person or entity, other than the parties to this First Amendment, shall have any right, legal or equitable, to enforce any provision of this First Amendment.

Section 8. Each person signing this First Amendment in a representative capacity, expressly represents the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this First Amendment. Each party expressly represents that except as to the approval specifically required by this First Amendment, such party does not require any third party's consent to enter into this First Amendment.

Section 9. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original First Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year set forth below.

GUNNISON COUNTY, COLORADO

Chairperson, Board of County
Commissioners, Gunnison County,
Colorado

(SEAL)

ATTEST:

Date: _____

County Clerk

Approved as to Form:

County Attorney

CITY OF GUNNISON, COLORADO

Mayor

(SEAL)

ATTEST:

Date: _____

City Clerk

Approved as to Form:

City Attorney

TOWN OF CRESTED BUTTE,
COLORADO



(SEAL)

The Mills
Mayor

ATTEST:

Date: August 22, 2017

[Signature]
Town Clerk

Approved as to Form:

Barbara Green
Town Attorney

TOWN OF MT. CRESTED BUTTE,
COLORADO

Mayor

(SEAL)

ATTEST:

Date: _____

Town Clerk

Approved as to Form:

Town Attorney

