

**RESOLUTION NO. 34**

**SERIES 2022**

**A RESOLUTION OF THE CRESTED BUTTE TOWN COUNCIL APPROVING THE SECOND 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, the City of Gunnison, and the towns of Crested Butte and Mt. Crested Butte recognize the benefits and advantages obtained by working together on affordable housing projects and therefore formed the Gunnison Valley Regional Housing Authority (the “GVRHA”) in 2012 through an intergovernmental agreement establishing the GVRHA (the “IGA”); and

WHEREAS, the IGA was amended in 2017 (the “First Amendment”); and

WHEREAS, the existing IGA is set to expire on December 31, 2022. Rather than allowing the current IGA to expire, the parties agree that there is a need to further evaluate and provide edits to the Agreement to better clarify the intent and purpose of the Authority. The Second Amendment to the Intergovernmental Agreement Establishing the GVRHA (the “Second Amendment”) provides a one-year extension to the Agreement and established increased partner funding shares; and

WHEREAS, the Town Council hereby finds that entering into the Second Amendment attached hereto as Exhibit A 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 approves the Second Amendment and authorizes the Mayor to execute the Second Amendment..

INTRODUCED, READ AND ADOPTED BEFORE THE TOWN COUNCIL THIS 19<sup>th</sup> DAY OF DECEMBER 2022.

TOWN OF CRESTED BUTTE, COLORADO

By:   
Ian Billick, Mayor

ATTEST:

  
Lynelle Stanford, Town Clerk

[SEAL]



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

**THIS SECOND AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT** (this "Second Amendment") is entered into as of December 19, 2022, 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 entered into a First Amendment (the "Amendment") in 2017; 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 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 and Amendment 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 4.6 of the Amendment, "Renewed Commitments from Parties" is hereby amended 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 hereby agree to fund the Authority for the next one (1) full calendar year, beginning on January 1, 2023 in the total aggregate amount of Four Hundred Nine Thousand Dollars (\$409,000). Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction.

a. *Intent of a one-year agreement.* While the Parties agree to the importance of the Authority to the communities they represent, they also agree that there is a need to further evaluate and provide edits to the current Agreement to better clarify the intent and purpose of the Authority. The Parties understand this temporary one-year agreement is intended to give the Parties an opportunity to create a new amended and restated agreement encompassing all of the terms before expiration of the Second Amendment.

b. *Proportional Shares of Funding.* The Parties agree to the funding as follows:

<b>Party</b>	<b>2023</b>
County	\$128,500
City of Gunnison	\$93,750
Crested Butte	\$93,750
Mt. Crested Butte	\$93,750

c. *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 Second Amendment, and/or as advances for any purpose subject to repayment by the Authority.

Section 2. If any section, paragraph, clause or provision of this Second 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 Second Amendment.

Section 3. Except as amended hereby, the provisions of the Agreement are hereby ratified, approved and confirmed.

Section 4. The Effective Date of this Second Amendment shall be the date of the last party to sign.

Section 5. The parties to this Second Amendment do not intend to benefit any person not a party to this Second Amendment. No person or entity, other than the parties to this Second Amendment, shall have any right, legal or equitable, to enforce any provision of this Second Amendment.

Section 6. Each person signing this Second 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 Second Amendment. Each party expressly represents that except as to the approval specifically required by this Second Amendment, such party does not require any third party's consent to enter into this Second Amendment.

**Section 7. This Second 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 Second Amendment.**

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


GUNNISON COUNTY, COLORADO



  
Chairperson

ATTEST:

Date : 12-20-2022

  
Deputy County Clerk

Approved as to Form:

  
County Attorney

GUNNISON, COLORADO



Mayor

(SEAL)

ATTEST:

Date : 12/22/2022



City Clerk

Approved as to Form:



City Attorney

CRESTED BUTTE, COLORADO



Mayor

(SEAL)



ATTEST:

Date: 12.19.2022



Town Clerk

Approved as to Form:



Town Attorney





MT. CRESTED BUTTE, COLORADO

Nicholas Kreni

Mayor

ATTEST:

Date: 12/20/22

[Signature]  
Town Clerk

Approved as to Form:

[Signature]  
Town Attorney