

**INTERGOVERNMENTAL
AGREEMENT
(Senior Living and Affordable Housing)**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made this 28th of January, 2020, by and between COUNTY OF SUMMIT, STATE OF COLORADO, a body politic and corporate (the “County”), and the SUMMIT COUNTY HOUSING AUTHORITY, a body corporate and politic, and a political subdivision of the State of Colorado (the “Authority”). The County and the Authority shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

RECITALS

A. Summit County’s continuing growth and increase in short-term rental housing stock has exacerbated Summit County’s housing crisis and the need for senior housing as well as the need for additional affordable housing.

B. The Parties desire to commit to the joint development of a senior living and affordable housing project to address these important needs on property owned by Summit County.

C. The County owns property in fee located within Summit County, Colorado, which property is generally located between CR 1000 and Bobwhite Way and described as a 6.125 acre portion of Parcel 1 of the County Commons PUD as described on Exhibit A, attached and incorporated herein (“Property”). The Property has been identified as suitable for a senior living and affordable housing project (“the Project”).

D. The Property is subject to a conservation easement recorded at Reception Number 558051 in the Office of the Summit County Clerk and Recorder. The conservation easement is a servitude currently owned by Colorado Open Lands and is an interest in the Property that prohibits certain activities and imposes certain obligations as described in the conservation easement (hereinafter collectively referred to as the “Easement Interests”). The County has attempted in good faith to negotiate the acquisition of the Easement Interests that prevent the development of the Project but has been unsuccessful to date.

E. The Parties have the authority and desire to promote the development and growth of affordable housing as well as senior housing to provide housing for persons who by virtue of age or disability have special housing needs or requirements that cannot be met by existing housing available in the County.

F. The acquisition and removal of the Easement Interests is necessary for the development of the Property as contemplated by the Authority and County and the purposes of easement and servitudes imposed by the Easement Interests are inconsistent with the desired public, governmental use of the Property for the Project.

G. The Property is a flat, clear-cut parcel well suited for residential infill development with adjacent utilities and centrally located to schools, recreation, and employment centers and

is no longer necessary for other County purposes. Additionally, the Property is across the street from the Community and Senior Center and approximately ¼ mile from the medical office complex and St. Anthony's Hospital, making it an ideal location within the County to provide much needed senior and affordable housing.

H. The Parties desire to enter into this Agreement pursuant to Title 29, Article 1, Part 2, C.R.S., as amended and Article XIV, Section 18(2)(a) of the State Constitution to collaborate and cooperate in all aspects of the Project inclusive of the planning, financing, acquisition, construction, maintenance management and operation of the Project together with the acquisition or termination of all property interests necessary therefore including but not limited to the Easement Interests, in accordance with the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein and the mutual covenants and promises set forth below, the Parties agree as follows:

A. Cooperation. The Authority and Summit County agree that they shall mutually cooperate and perform all acts necessary or appropriate to discharge all obligations contained in or contemplated by this Agreement and with respect to any other matters which may arise affecting the development of the Property and Project. The Parties agree to cooperate fully in the planning, financing, acquisition, construction, maintenance, management and operation of the Project together with the appraisal and acquisition or termination of all property interests necessary therefore including but not limited to the Easement Interests, in accordance with the terms and conditions set forth herein. Without limiting the foregoing, the Parties' efforts shall include, but are not limited to, the acquisition of all permits, easements, licenses, approvals and consents necessary or appropriate for the construction of the Project and subsequent operation of the Project. Such cooperation shall include the Parties' efforts for the efficient and expeditious planning, design and construction of the Project, and the Parties' execution and delivery of all deeds, agreements and other documents necessary or appropriate for the effectuation of this Agreement.

B. Costs.

1. The Parties shall agree upon and pay the distribution of all costs and expenses incurred in the planning and development of the Project, including preparation of and submissions to/by surveyors, engineers, attorneys, other parties and consultants, and the costs and fees regarding such services or activities.

2. The Parties further intend and agree that the County shall contribute its fee ownership in the Property to the development of the Project and the Authority shall acquire and contribute the Easement Interests in the Property.

3. County shall also provide \$50,000 to the Authority as initial financing for the Project, which funding shall come from the County's dedicated housing sales and use tax revenues.

C. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be proper only in the District Court for Summit County, Colorado.

D. Governmental Immunities. The Parties intend that nothing herein shall be deemed or construed as a waiver by either Party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, et seq.) as now or hereafter amended or otherwise available at law or equity.

E. Claims. The Parties agree that in the event any claim or suit is brought against either or both Parties by any third party as a result of the operation of this Agreement, both Parties will cooperate with each other, and with the insuring entities of each Party, in defending such claim or suit.

F. Modifications. Except as provided above, no modification of this Agreement shall be effective unless agreed to in writing by the Authority and Summit County in an amendment to this Agreement that is properly executed and approved in accordance with applicable law.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

H. Officials Not to Benefit. No member of the Authority or County government, commissioners or individual elected officers shall receive any share or part of this Agreement or any benefit that may arise therefrom.

I. Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties effective as of the date set forth above.

SUMMIT COUNTY HOUSING AUTHORITY

SUMMIT COUNTY GOVERNMENT

By: _____
Karn Stiegelmeier, Chair

By: _____
Scott Vargo, County Manager