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 Pg 1 of 16, 06/27/2019 at 02:10:42 PM  
 Janice K. Vos Caudill, Pitkin County, CO

Attachment A

To City of Aspen Council's Resolution No. 060-2019 and  
 Pitkin County Board of County Commissioners  
 Resolution No. 037-2019

*Attached hereto*

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
 ASPEN AND PITKIN COUNTY ESTABLISHING THE ASPEN/PITKIN  
 COUNTY HOUSING AUTHORITY**

This **INTERGOVERNMENTAL AGREEMENT** (hereinafter referred to as "Agreement"), made and entered into this 13<sup>th</sup> day of May, 2019, by and between the CITY OF ASPEN, Colorado, a home rule municipal corporation (hereinafter referred to as "City") and the BOARD OF COUNTY COMMISSIONERS of Pitkin County, Colorado, a body corporate and politic (hereinafter referred to as "County"). This Agreement shall become effective as of the 1st day of August, 2019 ("Effective Date") regardless of the dates on which it is signed.

**RECITALS:**

**WHEREAS**, the City is authorized by Article XX, Section 6 of the Colorado Constitution and City and County are each authorized by Article XIV, Section 18 of the Colorado Constitution, Section 29-1-204.5, Colorado Revised Statutes to contract with each other to establish a multi-jurisdictional housing authority as a separate government entity; and

**WHEREAS**, the City and County entered into an *Intergovernmental Agreement* on November 8, 1982, an *Intergovernmental Agreement* on January 9, 1984, an *Amended and Restated Intergovernmental Agreement* on September 26, 1989, a *Second Amended and Restated Intergovernmental Agreement* on September 13, 1999, a *Third Amended and Restated Intergovernmental Agreement* on October 28, 2002, a *Fourth Amended and Restated Intergovernmental Agreement* on December 20, 2007, and a *Fifth Amended and Restated Intergovernmental Agreement* on December, 2013 establishing a multi-jurisdictional housing authority under the provision of C.R.S. 1973, Section 29-1-204.5 which authority is known as the Aspen/Pitkin County Housing Authority (APCHA) (hereinafter referred to as "Authority") for the purpose of providing a program and a system to assure the existence of a supply of desirable and affordable housing for permanent residents, persons employed in the City or the County, senior citizens, disabled persons and other population segments residing or needing to reside in the Roaring Fork Valley which are necessary for a balanced community; and

**WHEREAS**, the City and County desire to create an independent housing authority that has all of the powers set forth at Section 29-1-204.5, C.R.S.; and

**WHEREAS**, the City and the County desire to repeal all prior agreements and enter into a revised Agreement with the provisions contained herein.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived hereby, the City and the County hereby agree to repeal the *Intergovernmental Agreement* of November 8, 1982, the *Intergovernmental Agreement* of January 9, 1984, the *Intergovernmental Agreement* of January 9, 1984, the *Amended and Restated Intergovernmental Agreement* on September 26, 1989, the *Second Amended and Restated Intergovernmental Agreement* on September 13, 1989, the *Third Amended and Restated Intergovernmental Agreement* on October 28, 2002, the *Fourth Amended and Restated Intergovernmental Agreement* on December 20, 2007, the *Fifth Amended and Restated Intergovernmental Agreement* on December, 2013, and approve this agreement to be effective on the date first stated above (Effective Date).

## **I. MULTI-JURISDICTIONAL HOUSING AUTHORITY – PURPOSE:**

The Aspen/Pitkin County Housing Authority (hereinafter referred to as “Authority”) has been established as a multi-jurisdictional housing authority for the purpose of assisting the City and County, upon request by either party, in effecting the planning, financing, acquisition, construction, development, reconstruction or repair, maintenance, management and operation of housing projects pursuant to a multi-jurisdictional plan to provide residential facilities and dwelling accommodations at rental or sale prices within the means of families or persons of low, moderate and middle income who are employed in the City or the County, who reside or need to reside in the City or County, and who have identifiable needs for affordable housing; e.g., limited incomes, senior citizens and disabled persons, as defined by the Authority in published guidelines. The Authority shall be a political subdivision and a public corporation for the State of Colorado, separate from the City and County, and shall be a validly created and existing political subdivision and public corporation of the State of Colorado. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The provisions of Articles 10.5 (the “Public Deposit Protection Act”) of Title 11, Colorado Revised Statutes, shall apply to monies of the Authority.

The Authority shall have any and all powers, duties, rights and obligations as such are set forth herein and subject to the terms and conditions of this Agreement. In order to facilitate management oversight and to provide additional resources to the Authority, the Authority shall delegate to the City certain administrative functions as more fully described herein:

## **II. BOARD OF DIRECTORS:**

### ***A. Number, Manner of Appointment, Qualifications, etc.:***

The Authority Board shall consist of five (5) directors (hereinafter referred to as “Directors”), and three (3) alternates to be appointed as follows:

1. One (1) Director shall be a member of the City Council and shall be appointed by the City Council. One (1) Director shall be a member of the Board of County Commissioners and shall be appointed by the Board of County Commissioners.
2. One (1) Alternate Director shall be a member of the City Council and shall be appointed by the City Council. One (1) Alternate Director shall be a member of the Board of County Commissioners and shall be appointed by the Board of County Commissioners. In the event the Director from City Council or the Director from the Board of County Commissioners are not present, they may only be represented by the Alternate Director appointed from their respective elected body.
3. Three (3) Directors and one (1) Alternate Director shall be jointly appointed by the City Council and Board of County Commissioners, and shall serve staggered terms.
4. As soon as reasonable after the effective date of this Amended Agreement, the City Council and the Board of County Commissioners shall jointly appoint the Directors. All Directors shall be appointed for a four-year term. Each director will be term limited to two (2) consecutive four-year terms. A one-year absence from the Authority Board will be required before a director can reapply. Terms limits will begin with the approval of this Agreement. To initiate staggered term, the first term for each appointment shall be one (1) Director for two (2) years, one (1) Director for three (3) years, one (1) Director for four (4) years and the Alternate Director for four (4) years.

5. Directors and the Alternate Directors shall continue to serve as Directors until such time as a successor has been appointed.
6. Jointly appointed Directors and Alternate Director may be removed at the recommendation of the Authority Board with approval from City Council and County Commissioners. Upon removal of a jointly appointed Director or Alternate Director, a replacement shall be appointed for the unexpired term of the removed Director or Alternate pursuant to paragraph 2(A) 3 of this agreement.
7. Directors appointed from the City Council and Board of County Commissioners shall serve at the pleasure of their respective elected bodies.

**B. Officers.**

The officers of the Authority shall be a Chair, a Vice Chair, a Treasurer, and a Secretary.

1. Chair. The Chair shall preside at all meetings of the Authority. At each meeting, the Chair shall submit such recommendations and information as she or he may consider proper concerning the business, affairs and policies of the Authority.
2. Vice Chair. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair; and in case of the resignation or death of the Chair, the Vice Chair shall perform such duties as are imposed on the Chair until such time as the Authority shall select a new Chair.
3. Treasurer. The Treasurer shall perform the duties of the Chair in the absence or incapacity of both the Chair and the Vice Chair. With respect to expenses incurred directly by the Authority (as distinguished from expenses of either the City or County for affordable housing projects and their operations), either the Treasurer or the Secretary shall approve all orders and checks for payment of money and shall payout and disburse such monies under the direction of the City's Finance Director. The Treasurer shall serve as advisor to the Authority and the Board on financial matters.
4. Secretary. The Secretary shall ensure that the records of the Authority are properly maintained, shall act as Secretary of the meetings of the Authority and ensure that all votes are recorded, and shall ensure that a record of the proceedings of the Authority are maintained in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to his or her office.
5. Election or Appointment. The Chair, Vice Chair, Treasurer, and Secretary shall be elected at the annual meeting of the Authority from among the Directors of the Board, and shall hold office for one year or until their successors are elected and qualified.
6. Vacancies. Should the office of Chair, Vice Chair, Treasurer, or Secretary become vacant, the Board shall elect a successor from its membership at the next regular meeting and such election shall be for the unexpired term of said office.

**C. Voting Requirements:**

1. Quorum. The powers of the Authority shall be vested in the Directors of the Board in office from time to time. Three (3) Directors of the Board, with a representative from the

City Council and a representative from the County Commissioners present, shall constitute a quorum for the purpose of conducting Authority business, exercising Authority powers and for all other purposes. When a quorum is in attendance, action may be taken by the Authority upon a vote of a majority of the Directors of the Board present. Alternate Directors may be counted for purposes of determining the existence of a quorum at a meeting and may have his or her vote counted only when the Director of the body they represent is not present.

2. *Manner of Voting.* The voting on all questions coming before the Authority shall be by roll call, and the yeas and nays shall be entered upon the minutes of each meeting by name, except on the election of officers that may be by ballot.

**D. Duties of the Officers.**

The officers of the Authority shall perform the duties and functions of the Authority as prescribed herein and such other duties and functions as may from time to time be required by the Authority, the by-laws or rules and regulations of the Authority, or upon the request of the City and County.

**III. DUTIES OF THE PARTIES:**

**A. Personnel.**

1. An Executive Director of the Authority shall be employed by the City who shall report to and be supervised by the City Manager. The City Manager and County Manager shall jointly hire the Executive Director. The City Manager shall have the authority to terminate the employment of the Executive Director in accordance with City Personnel Policies and Procedures, but shall exercise this authority only after reasonable consultation with the County Manager.
2. The Executive Director and all other personnel employed to work under the supervision of the Executive Director shall be City employees, subject to the City's payroll, benefits, and personnel policies and procedures (including disciplinary procedures).
3. The Executive Director shall work under the supervision of the City Manager and shall receive work assignments from the City Manager consistent with the Strategic Plan and Annual Work Plan/Budget (see section III.C.1). The Authority Board may suggest work assignments for the Executive Director to the City Manager, but shall have no authority to directly assign work, tasks, or priorities to the Executive Director or any of his or her staff.
4. Nothing in this Agreement shall create, or is intended to create, or shall be construed to constitute a contract of employment, express or implied, between the Executive Director and the Authority, the City or the County.

**B. Finances and Accounting.**

1. The Executive Director shall annually consult and cooperatively work with the City and County Finance Directors or their representatives to prepare proposed budgets for the City and County relating to affordable housing in their respective jurisdictions. The Authority Board, upon reviewing the annual work plan and budget as presented by the

Executive Director shall make recommendation to the City and County for their adoption. The annual budgets shall include funds necessary to reimburse the City for overhead expenses for personnel, finance, administrative, legal, and asset management services consistent with fees charged to other City departments.

2. The Executive Director shall annually consult and cooperatively work with the City's Finance Director or their representative to ensure the proper care and custody of all funds of the Authority, the prompt payment of all obligations of the Authority, and the keeping of regular books of accounts showing receipts and expenditures of the Authority. The Executive Director shall render to the Authority, the City and the County, at their regular meetings, or sooner if requested, an account of Authority transactions and also of the financial condition of the Authority.
3. All accounting, payroll, and audit services for the Authority shall be performed by the Finance Department of the City.
4. The City's procurement policies, contract documents, and approval policies shall be used for all procurements of goods and services of the Authority.
5. For each fiscal year of the City, the County and the Authority (each January 1 through each December 31), the City and County shall each appropriate their prorated share of operational monies necessary to provide for any budgeted deficit arising in connection with the Authority's operations which has been approved by the City and County, provided, however, that bonds, notes or other obligations payable solely from revenues as described in Section III hereof shall never constitute an indebtedness of the City or the County. The City and County shall each pay for 50% of the normal operating expenses of the Authority. This shall include such normal operating expenses as guideline development, qualifying applicants, enforcement, property management, etc. The City and County shall pay its share of any special projects, which either party may request to be included in the Annual Work Plan.
6. The County shall pay to the City for the benefit of the Authority its share of the Authority's annual budget upon the request of the Finance Director of the City. Both the City Council and the Board of County Commissioners shall approve any increases to the expense budget.
7. On or before June 15 of each fiscal year, the actual operations for the Authority for the immediate preceding fiscal year shall be reviewed by the City and County Finance Directors with the Executive Director for the determination of any necessary final reimbursements (and, therefore, necessary supplemental appropriations of monies by the City and the County) as a result of any non-budget appropriation of Authority staff or expenditure. The City and County hereby agree to make all necessary appropriations within a reasonable time to reconcile the final appropriations of each entity.

**C. Operations.**

1. Strategic Plan and Annual Work Plan/Budget. In the first year of this agreement, the Executive Director will work with the Authority Board to create a strategic plan defining the overall mission, vision, values and key objectives of the Authority. The strategic plan shall be ratified by the City Council and Board of County Commissioners and shall be updated at a minimum every five years. Changes to the Strategic plan shall be ratified by

the City Council and Board of County Commissioners. Pursuant to the approved strategic plan the Authority Board, working with the Executive Director, shall prepare an annual work plan and budget that specifies goals, tasks, responsible employees, timelines, and required budget for the operation of the Authority. The annual work plan and budget shall include a summary detailing progress made in the implementation of objectives set forth in the Authority's strategic plan. Following the finalization of the annual work plan by the Authority Board, the Executive Director shall meet with the City and County Managers. The Annual Work Plan shall be presented in August for the following Calendar Year and shall be the basis of the Authority's funding request to the City and County.

2. **Affordable Housing Guidelines.** The Executive Director shall review the Affordable Housing Guidelines when necessary, including updates and recommendations for changes that:
  - a. Identifies category qualifications for ownership and rental housing within the City and County for the population segments identified by the Authority as required by existing agreements and land use regulations.
  - b. The Authority Board shall review the Affordable Housing Guidelines, including deletions and additions, submitted to it by the Executive Director. Final approval of Guideline changes shall be made by the Authority Board. Guideline changes shall be brought forward in a resolution that shall require two readings separated by a minimum of 10 business days and a public hearing and public comment at the second reading.
3. **The Authority Board.** The Authority Board shall meet at least monthly to conduct its business. All meetings of the Authority shall be conducted in accordance with the Colorado Open Meetings Law, Sections 24-6-401, *et seq.*, C.R.S. and the City of Aspen Municipal Code. The Authority shall be responsible for the following duties:
  - a. To act as affordable housing advocates in all of its business by representing the views and perspectives of the larger communities of the City and County and translating those views and perspectives into concrete recommendations to the City and County; and
  - b. To review and make recommendations to the City and County with respect to the Strategic Plan, Annual Work Plan/Budget, Housing Guidelines, Affordable Housing Action Plans of the Aspen Area Community Plan, and Pitkin County Comprehensive Plans and Master Plans and advise on any other affordable housing related matters referred to it by either the City or County; and
  - c. To review specific development proposals initiated by the City or County and make recommendations thereon upon the request of either the City or County; and
  - d. To assist the City, County, and Executive Director, upon request, to define the need, planning, undertaking, construction, operation, or financing of low, lower moderate, upper moderate, middle and upper middle income housing for the population segments designated here or identified by the Authority residing in or needing to reside in the City or the County; and
  - e. To assist the City, County and Executive Director, upon request, to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects pursuant to the Annual Work Plan; and

- f. To assist the City, County and Executive Director, upon request, to purchase, acquire, obtain options, hold; lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service from firms, corporations, the City, the County, other governmental entities or any other persons; and
  - g. To assist the City, County and Executive Director, upon request, to investigate housing needs within the jurisdiction of the City or the County and the means and methods for improving those conditions; and
  - h. To review growth management policy applications (or equivalent application procedures as the same are developed or established from time to time) by developers for low, lower moderate; upper moderate, middle and upper middle income housing in the City or the County as requested by the respective Community Development Departments of the City or the County for conformance with housing needs; and
  - i. To enforce all aspects of the affordable housing program, including, but not necessarily limited to, the enforcement of deed restrictions (where the beneficiary is the City of Aspen, Pitkin County, and/or the Authority), and the adoption of guidelines or regulations for the implementation of the Authority's duties pursuant to CRS 29-1-204.5 and this IGA. This includes the authority to adopt a program of civil penalties to be imposed for violations of deed restrictions and the Authority's guidelines or regulations, and to establish the position of a hearing officer for such purposes
4. *The Executive Director.* The Executive Director shall be responsible for the following duties in addition to any duties assigned to him or her by the City Manager:
- a. Working closely with the Authority Board and the County and City Managers to develop an Annual Work Plan and thereafter implementing said Work Plan under the supervision of the City Manager; and
  - b. Maintaining records of all existing rental or resale deed restricted housing, including City Accessory Dwelling Units (ADUs) and County Caretaker Dwelling Units (CDUs) for the population segments designated herein or identified by the Authority and assure that such housing is used and occupied in accordance with existing City or County development approvals, contracts, or financing requirements; and
  - c. Taking all steps reasonably necessary to assure that all deed restricted units of housing comply with City and County regulations or resolutions concerning the development and administration of rental or resale restricted housing, including but not limited to administrative review of City and County land use applications as requested by the City or County Community Development department; and
  - d. Negotiating contracts as required to provide for management of deed-restricted Authority units (as that term is defined in the Affordable Housing Guidelines as such guidelines are published, modified, amended and supplemented from time to time); and

- e. To review and recommend establishment of a computerized rental availability record system for use by the City, the County, the population segments designated herein or identified by the Authority and members of the general public; and
- f. Oversee the process for marketing and reviewing qualification of applicants for rental deed restricted or for sale affordable housing units, and for marketing, reviewing qualifications of applicants for, and arranging for transfer of title of deed restricted units; and
- g. Investigate and maintain data indicating housing needs within the jurisdiction of the City or the County for the population segments designated herein or identified by the Authority and the means and methods for improving those conditions; and
- h. To review Aspen Area Community Plan and County neighborhood and comprehensive plans and strategic initiative related to housing and recommend code changes associated with the provisions of said plans as they are modified, amended and supplemented from time to time.

**IV. BONDS, NOTES AND OTHER OBLIGATIONS:**

- A. The bonds, notes, and other obligations of the Authority shall not be the debts, liabilities, or obligations of the City or the County unless expressly assumed by the City or the County.
- B. The City and the County may provide for payment to the Authority of funds from proprietary revenues for services rendered or facilities provided by the Authority, from proprietary revenues or other public funds as contributions to defray the cost of any purpose set forth herein, and from proprietary revenues or other public funds as advances for any purpose subject to repayment by the Authority.
- C. To carry out the purposes for which the Authority was established, the Authority is authorized to issue bonds, notes, or other obligations payable solely from the revenues derived or to be derived from the function, service, or facilities of the Authority or from any other available funds of the Authority. The terms, conditions, and details of said bonds, notes, and other obligations, the procedures related thereto, and the refunding thereof shall be set forth in the resolution authorizing said bonds, notes, or other obligations and shall, as nearly as may be practicable, be substantially the same as those provided by law for any of the contracting parties to this Intergovernmental Agreement; except that bonds, notes, or other obligations so issued shall not constitute an indebtedness of the Authority, the City or the County within the meaning of any constitutional, home rule charter or statutory limitation or other provision unless expressly assumed by the City or the County. Each bond, note, or other obligation issued under this subsection shall recite in substance that said bond, note, or other obligation, including the interest thereon, is payable solely from the revenues and other available funds of the Authority pledged for the payment thereof unless expressly assumed by the City or the County and that said bond, note, or other obligation does not constitute a debt of the Authority, the City or the County or within the meaning of any constitutional, home rule charter or statutory limitations or provisions unless expressly assumed by the City or the County. Notwithstanding anything in this Section IV to the contrary, such bonds, notes, and other obligations may be issued to mature at such times not beyond forty (40) years from their respective issue dates, shall bear interest at such rates, and shall be sold at such prices at, above or below the principal amount thereof, as shall be determined by the Board.



**D.** The resolution, trust indenture, or other security agreement under which any bonds, notes, or other obligations are issued shall constitute a contract with the holders thereof, and it may contain such provisions as shall be determined by the Board to be appropriate and necessary in connection with the issuance thereof and to provide security for the payment thereof, including, without limitation, any mortgage or other security interest in any revenues, funds, rights, or properties of the Authority. The bonds, notes and other obligations of the Authority and the income therefrom are exempt from taxation, except inheritance, estate, and transfer taxes pursuant to the Colorado Revised Statutes.

**V. LEGAL ASSISTANCE:**

The Authority Board may retain independent legal counsel, as needed, for day-to-day consultation and legal advice. The City Attorney shall review all contract documents that purport to legally obligate the City in any fashion. The County Attorney shall review all contract documents that purport to legally obligate the County in any fashion.

**VI. DISPOSITION OF ASSETS UPON TERMINATION:**

In the event of the termination of this Intergovernmental Agreement, which termination may only occur in accordance with the requirements and limitations of Section VII hereof, and the resulting dissolution of the Authority, the assets of the Authority shall be distributed as follows:

- A.** All assets acquired from contributions from the City or the County shall be returned to the contributing party if said assets are still in existence.
- B.** If assets contributed to the Authority are not in existence, the contributing party shall have the option of receiving the fair market value of the asset at the time of disposal by the Authority in either cash or assets of the Authority.
- C.** All remaining assets acquired by the Authority after the date of this Intergovernmental Agreement from funds provided by the parties shall be distributed to the parties on the basis of the appraised value of said assets at the time of termination and in the same proportion as the respective contributions of funds by the parties for acquisition of the asset.
- D.** The City and the County may agree to dispose of any assets of the Authority in any other acceptable manner.
- E.** If the City and the County cannot agree on the disposition of any assets of the Authority within sixty (60) days after termination, said assets shall be subject to an independent appraisal and shall be sold at public auction as soon as practicable with the proceeds allocated to the City and the County in the same proportion as the total contribution of funds by the respective parties for acquisition of the asset.

**VII. ANNUAL RENEWAL AND TERMINATION:**

The term of this Intergovernmental Agreement shall be from the effective date hereof through \_\_\_\_\_, and shall automatically be renewed for successive one-year periods thereafter. Either party hereto may terminate this Intergovernmental Agreement for any reason upon ninety (90) days' written notice, provided, however, that this Intergovernmental Agreement may not be terminated or rescinded so long as the Authority has bonds, notes, or other obligations outstanding.

unless provision for full payment of such obligations, by escrow or otherwise, has been made pursuant to the terms of such obligations; provided, however, that if full payment has been provided by escrow, such termination or rescission shall not occur unless nationally recognized bond counsel has delivered an opinion to the effect that such termination or rescission, in and of itself, will not adversely affect the tax status of the interest on such escrowed obligations. Furthermore, this Intergovernmental Agreement may not be terminated if the Authority has obligations to the U.S. Department of Housing and Urban Development under any Low Rent Public Housing Program, or other similar program, unless those obligations are assumed by the City or the County.

**VIII. ASSIGNABILITY:**

This agreement is not assignable by either party.

**IX. MODIFICATION OF THIS AGREEMENT:**

This Agreement may be changed or modified only in writing by an agreement approved by the City Council and Board of County Commissioners, acting separate and signed by authorized officers.

**X. ENTIRE AGREEMENT:**

This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.

**XI. SEVERABILITY:**

Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.

**XII. NOTICE:**

Any notice required or permitted under this Agreement shall be in writing and shall be provided by electronic delivery to the e-mail addresses set forth below and by one of the following methods 1) hand-delivery or 2) registered or certified mail, postage pre-paid to the mailing addresses set forth below. Each party by notice sent under this paragraph may change the address to which future notices should be sent. Electronic delivery of notices shall be considered delivered upon receipt of confirmation of delivery on the part of the sender. Nothing contained herein shall be construed to preclude personal service of any notice in the manner prescribed for personal service of a summons or other legal process.

**To: City of Aspen  
Aspen City Council  
c/o City Manager  
130 South Galena Street  
Aspen, Colorado 81611**

**With copies to:  
Aspen City Attorney  
130 South Galena Street  
Aspen, Colorado 81611**

**To: Pitkin County  
Board of County Commissioners  
c/o County Manager  
530 East Main Street, Suite 302  
Aspen, Colorado 81611  
jon.peacock@pitkincounty.com**

**With Copies to:  
Pitkin County Attorney's Office  
530 E Main Street, Suite 301  
Aspen, Colorado 81611  
[attorney@pitkincounty.com](mailto:attorney@pitkincounty.com)**

**To: Aspen/Pitkin County Housing Authority  
c/o Executive Director  
210 E. Hyman Ave., Suite 202  
Aspen, CO 81611**

**XIII. GOVERNMENT IMMUNITY:**

The parties agree and understand that both parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.

**XIV. CURRENT YEAR OBLIGATIONS.**

The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of either or both parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of either parties' bonds or any obligations payable from any class or source of each individual party's money.

**XV. BINDING RIGHTS AND OBLIGATIONS.**

The rights and obligations of the parties under this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**XVI. AGREEMENT MADE IN COLORADO.**

This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Pitkin County, Colorado.

**XVII. ATTORNEY FEES.**

In the event that legal action is necessary to enforce any of the provisions of this Agreement, the substantially prevailing party, whether by final judgment or out of court settlement, shall recover from the other party all costs and expenses of such action or suit including reasonable attorney fees.

**XVIII. NO WAIVER.**

The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

**XIX. AUTHORITY.**

Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

The foregoing Agreement is approved by City of Aspen at its regular meeting held on the 13<sup>th</sup> day of May, 2019.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement on the day and year first above written.

ATTEST:

By: [Signature]  
Linda Manning, Town Clerk

CITY COUNCIL OF ASPEN, COLORADO  
By: [Signature]  
Steven Skadron, Mayor

APPROVED AS TO FORM:

By: [Signature]  
James True, City Attorney

BOARD OF COUNTY COMMISSIONERS OF  
PITKIN COUNTY, COLORADO

APPROVED AS TO FORM:

By: [Signature]  
Greg Poschman, Chair

By: [Signature]  
John Elg, County Attorney

Manager Approval:

By: [Signature]  
Jon Peacock, County Manager

**RESOLUTION #60**

**(Series of 2019)**

**A RESOLUTION OF THE CITY OF ASPEN REPEALING THE PRIOR INTERGOVERNMENTAL AGREEMENT AND ITS AMENDMENTS CREATING THE ASPEN/PITKIN COUNTY HOUSING AUTHORITY IN THEIR ENTIRETY AND REPLACING SUCH AGREEMENT AND ITS AMENDMENTS WITH AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ASPEN AND PITKIN COUNTY ESTABLISHING THE ASPEN/PITKIN COUNTY HOUSING AUTHORITY**

**WHEREAS**, there has been submitted to the City Council an intergovernmental agreement between the City of Aspen, Colorado, and the Board of County Commissioners of Pitkin County, a copy of which agreement is annexed hereto and made a part thereof, and

**WHEREAS**, The City of Aspen and Pitkin County entered into an Intergovernmental Agreement (IGA) on November 8, 1982 establishing a Joint City/County Housing Authority and entered into an IGA on January 9, 1984, a First Amended and Restated IGA on September 26, 1989, a Second Amended and Restated IGA on September 13, 1999, a Third Amended and Restated IGA on October 28, 2002, a Fourth Amended and Restated IGA on December 20, 2007, and a Fifth Amended and Restated IGA on December 18, 2013, establishing a multi-jurisdictional housing authority (the Authority) as a separate government entity, and

**WHEREAS**, the City and County desire to continue to support an independent housing authority that has all of the powers set forth at Section 29-1-204.5, C.R.S., and

**WHEREAS**, the City and the County desire to repeal and replace the Intergovernmental Agreements listed above, and

**WHEREAS**, the City Council finds that it is in the best interests of the citizens of the City of Aspen County to approve this Resolution.

**NOW, THEREFORE BE IT RESOLVED** that the City Council hereby repeals the previous Intergovernmental Agreement and its amendments set forth above in their entirety and approves the Intergovernmental Agreement, attached hereto as Exhibit A, between the City of Aspen and Pitkin County establishing the Aspen/Pitkin County Housing Authority and authorizes the Mayor to sign this Resolution and upon the satisfaction of the City Manager and City Attorney to sign such Intergovernmental Agreement.

**FINALLY, adopted, passed and approved by the City Council of the City of Aspen on the 13<sup>th</sup> day of May 2019.**

  
\_\_\_\_\_  
Steven Skadron, Mayor

**I, Linda Manning, duly appointed and acting City Clerk do certify that the foregoing is a true and accurate copy of that resolution adopted by the City Council of the City of Aspen, Colorado, at a meeting held on the day hereinabove stated.**

  
\_\_\_\_\_  
Linda Manning, City Clerk

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
("BOCC") OF PITKIN COUNTY, COLORADO REPEALING  
RESOLUTION NO'S 131-1982, 003-1984,008-1989, 179-1999, 132-2002,  
105-2007 AND 092-2013 IN THEIR ENTIRETY AND ADOPTING, A  
RESOLUTION APPROVING AN INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF ASPEN AND PITKIN  
COUNTY ESTABLISHING THE ASPEN/PITKIN COUNTY HOUSING  
AUTHORITY**

**RESOLUTION NO. 037, 2019**

**RECITALS**

**WHEREAS**, Pursuant to Section 2.8.3 (Actions) of the Pitkin County Home Rule Charter ("HRC") official action by formal resolution shall be required for all actions of the Board not requiring ordinance power on matters of significant importance affecting citizens, and

**WHEREAS**, The City of Aspen and Pitkin County entered into an Intergovernmental Agreement (IGA) on November 8, 1982 establishing a Joint City/County Housing Authority and entered into an IGA on January 9, 1984, a First Amended and Restated IGA on September 26, 1989, a Second Amended and Restated IGA on September 13, 1999, a Third Amended and Restated IGA on October 28, 2002, and a Fourth Amended and Restated IGA on December 20, 2007, establishing a multi-jurisdictional housing authority (the Authority) as a separate government entity, and

**WHEREAS**, the City and County desire to continue to support an independent housing authority that has all of the powers set forth at Section 29-1-204.5, C.R.S., and

**WHEREAS**, the City and the County desire to repeal and replace the Intergovernmental Agreements listed above, and

**WHEREAS**, the BOCC finds that it is in the best interests of the citizens of Pitkin County to approve this Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Pitkin County, Colorado that it hereby adopts a RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ("BOCC") OF PITKIN COUNTY, COLORADO REPEALING RESOLUTION NO'S 131-1982, 003-1984,008-1989, 179-1999, 132-2002, 105-2007 AND 092-2013 IN THEIR ENTIRETY AND ADOPTING, A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ASPEN AND PITKIN COUNTY ESTABLISHING THE ASPEN/PITKIN COUNTY HOUSING AUTHORITY and authorizes the Chair to sign the Resolution and upon the satisfaction of the County Attorney as to form, execute any other associated documents necessary to complete this matter.

INTRODUCED AND FIRST READ ON THE 5th DAY OF May, 2019  
AND SET FOR SECOND READING AND PUBLIC HEARING ON THE 22nd DAY  
OF May 2019.

NOTICE OF PUBLIC HEARING AND TITLE AND SHORT SUMMARY OF THE  
RESOLUTION PUBLISHED IN THE ASPEN TIMES WEEKLY ON THE 9th DAY  
OF May, 2019.

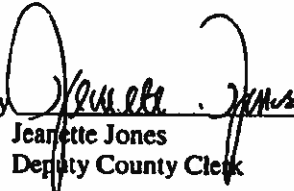
NOTICE OF PUBLIC HEARING AND THE FULL TEXT OF THE RESOLUTION  
POSTED ON THE OFFICIAL PITKIN COUNTY WEBSITE ([www.pitkincounty.com](http://www.pitkincounty.com))  
ON THE 9th DAY OF May 2019.

ADOPTED AFTER FINAL READING AND PUBLIC HEARING ON THE 22nd  
DAY OF May 2019.

PUBLISHED BY TITLE AND SHORT SUMMARY, AFTER ADOPTION, IN THE  
ASPEN TIMES WEEKLY ON THE 30th DAY OF May, 2019.

POSTED BY TITLE AND SHORT SUMMARY ON THE OFFICIAL PITKIN COUNTY  
WEBSITE ([www.pitkincounty.com](http://www.pitkincounty.com)) ON THE 23rd DAY OF May 2019.

ATTEST:

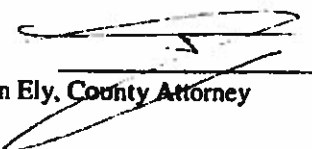
By:   
Jeanette Jones  
Deputy County Clerk

BOARD OF COUNTY COMMISSIONERS

By:   
Greg Paschman, Chair

Date: 5/20/19

APPROVED AS TO FORM:

  
John Ely, County Attorney

MANAGER APPROVAL

  
Jon Peacock, County Manager