

**CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 6
SERIES OF 2022**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LEADVILLE AND LAKE COUNTY CONCERNING
A DOLA PLANNING GRANT STRATEGIC PLAN**

WHEREAS, the City of Leadville, Colorado (“City”) is authorized to enter into contracts for the performance of general municipal governance and services; and

WHEREAS, Lake County, Colorado (“County”) and the City are government entities authorized to enter into intergovernmental agreements pursuant to C.R.S. § 29-1-203 to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting units; and

WHEREAS, the County and City jointly applied for a Department of Local Affairs (DOLA) planning grant to obtain assistance in adopting policy and regulatory strategies to qualify for the Affordable Housing Development Incentives Grant Program and desire to enter into an intergovernmental agreement setting forth each party’s role and responsibilities related to such planning grant activities (“Agreement”); and

WHEREAS, the City Council finds it is in the best interests of the City to approve and enter into the Agreement with the County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEADVILLE, COLORADO, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein by reference as findings and determinations of City Council.

Section 2. The City Council hereby: (a) approves the Intergovernmental Agreement (“Agreement”) in substantially the form attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the Mayor, to make any non-substantive changes to the Agreement that do not increase the financial obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City once in final form.

Section 3. **Severability.** If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

Section 4. **Effective Date.** This Resolution shall take effect upon its adoption by the City Council.

ADOPTED this 25th day of January 2022 by a vote of 7 in favor, 0 against,
0 abstaining, and 0 absent.

CITY OF LEADVILLE, COLORADO:



Greg Labbe, Mayor

ATTEST:



Deputy City Clerk



**INTERGOVERNMENTAL AGREEMENT
DOLA PLANNING GRANT STRATEGIC PLAN**

THIS AGREEMENT is made and entered into effective this 25 day of January, 2022, by and between Lake County, Colorado, a political subdivision of the state of Colorado with offices at 505 Harrison Ave, Leadville, Colorado, hereinafter referred to as "County" and the City of Leadville, a municipal corporation with offices at 800 Harrison Ave, Leadville, Colorado, hereinafter referred to as "City" both of which are hereinafter referred to as "Parties."

RECITALS:

A. Section 18(2)(a) and (b) of Article XIV of the Constitution of the State of Colorado and the Colorado Intergovernmental Relationships Statute, C.R.S. § 29-1-201, *et seq.*, authorizes political subdivisions to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units, including the sharing of costs, if such contract sets forth fully the purposes, powers, rights, obligations, and responsibilities, financial or otherwise, of the contracting parties.

B. The County and City jointly applied for a Department of Local Affairs (DOLA) planning grant to adopt policy and regulatory strategies to qualify for the Affordable Housing Development Incentives Grant Program.

E. The County and City desires to cooperate and enter into an Intergovernmental Agreement setting forth the term and conditions for said project.

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the foregoing and the mutual promises, covenants, terms and conditions contained herein, City and County agree as follows:

DESCRIPTION OF THE PROJECT

1. **Project Scope.** Development of a Regional Housing Authority and implementation of land use code/policy updates in the County and City's respective codes to incentivize and/or reduce barriers to affordable housing development in Lake County and the City of Leadville.

2. **Date of Commencement and Substantial Completion.** Commencement of work under this Agreement shall begin upon execution of the DOLA Grant Contract, attached hereto as Exhibit A, and this Agreement by the Parties. It is the intent of the Parties that the project will be completed by November 30, 2022.

3. **Project Cost.** Total cost for the project shall not exceed \$65,000.00, including state and local funding, unless either the County or City elects to exceed that amount and receives DOLA approval and amends this agreement.

4. Technical Assistance. Through a joint Request for Proposal (RFP) process and selection of a contractor provide technical to assistance with carrying out the responsibilities and activities under the DOLA Grant Contract.

OBLIGATIONS OF CITY

As consideration for the performance of the County hereunder, the City agrees to undertake the following obligations during the term of this Agreement:

1. Agree to work in good faith and willingness in collaboration with the County of Lake, selected contractor(s), and stakeholders to ensure an inclusive, community engaged process.
2. To reimburse the County \$8,125.00 for the City's portion of matching DOLA grant funds and authorize the County to act as the fiduciary agent and grant Administrator for grant reporting to DOLA.
3. To authorize the County to execute contract(s) with the agreed upon contractor(s) from the RFP process.

OBLIGATIONS OF COUNTY

As consideration for the performance of the City hereunder, the County agrees to undertake the following obligations during the term of this Agreement:

1. Function as the Administrator under the DOLA Grant Contract and promptly disburse the County's and City's portions of the DOLA match funding in the total amount of \$16,250.00 upon receipt of qualifying invoices.
2. Agree to work in good faith and willingness in collaboration with the City of Leadville, selected contractor(s), and stakeholders and execute a contract with the selected contractor to ensure an inclusive, community engaged process.
3. Advertise a request for proposal to obtain technical assistant with the scope of work and deliverables as outlined within the DOLA grant. Participate with the selection process for the said contractor(s).
4. Maintain and make available to the City upon request detailed financial records including work performed, invoices and approved pay requests and payments made to the contractors.

OTHER PROVISIONS:

The parties agree that their performance under this Agreement shall be subject to the following provisions:

5. **Term.** The term of this Agreement shall commence on the date first set forth above and shall end on November 30, 2022.

6. **Liability Exposure.** Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, by City or County.

7. **Complete Agreement.** This Agreement constitutes the complete Agreement on the subject hereof and supersedes and replaces all prior oral and written understandings and/or agreements of the parties on the subject hereof.

8. **Governing Law.** This Agreement and the rights and duties of the parties shall be construed and interpreted and enforced in accordance within the laws of the State of Colorado.

9. **Modifications.** This Agreement may not be modified or amended in any manner by either or both of the parties unless the same is set forth in a written agreement making reference to this Agreement and signed by the parties hereto. No waiver of any of this Agreement's provision or conditions shall be binding unless made in writing and signed by the Chair of the Board of County Commissioners and the Mayor of the City of Leadville.

10. **Binding Agreement.** When executed by the parties, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns. Any delegation or assignment of this Agreement or any of the obligations set forth herein by either party without the prior written consent of the other party shall be void and of no force and effect.

11. **Severable.** If any provision of this Agreement shall be determined invalid, illegal or without force by a Court of Law or rendered so by legislative act, the remaining provisions shall remain in full force and effect.

12. **Waiver.** Failure to exercise any remedy which either party may have under this Agreement or any other acquiescence by one party, shall not constitute a waiver of any obligation of the defaulting party hereunder.

13. **Notices:** All notices required under this Agreement shall be sent in writing by certified or registered mail, return receipt requested, to the following address:

Lake County Board of Commissioners
C/O: County Manager
505 Harrison Ave, PO Box 513

Leadville, CO 80461
City of Leadville
Attn: Greg Labbe, Mayor
800 Harrison Ave
Leadville, CO 80461

14. **Captions.** Captions and headings used in this Agreement are for identification only and shall be disregarded in any construction or interpretation of the provisions of this Agreement.

15. **Appropriations of Funds.** This Agreement is expressly made subject to the annual appropriation of funds by City and County for its performance and upon failure of City or County to appropriate funds for this Agreement, said Agreement shall be terminated without liability to either party.

16. **No Third Party Beneficiary.** Enforcement of the terms and conditions of this Agreement shall be strictly reserved to the City and County and nothing contained in this Agreement shall give or allow any claim or right of action by any other party or third person.

17. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective the date first above written.

ATTEST:

LAKE COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Patricia Berger*
Clerk to Board

By: *Sarah Mudge*
Sarah Mudge, Chair

ATTEST:

CITY OF LEADVILLE

By: *Dorena Schmitz*
Deputy City Clerk

By: *Greg Labbe*
Greg Labbe, Mayor