AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM

AgendaTitle:
Ratification of County Manager's Signature; Memorandum of Agreement between Board of County Commissioners, the County of Gunnison County, Colorado and Gunnison Valley Regional Housing Authority Regarding Caddis Flats; $255,000

Action Requested: County Manager Signature

Parties to the Agreement:

Term Begins: **Term Ends:** **Grant Contract #:**

Summary:
Please see the attached agreement. The BOCC previously approved the action, but the contract was not yet available at that time. So, the current request is to for BOCC ratification of the County Manager's signature on the contract.

Fiscal Impact: $255,000

Submitted by: Katherine Haase for Matthew Birnie **Submitter's Email Address:** khaase@gunnisoncounty.org

Finance Review: (●) Required ( ) Not Required

Comments:

Workforce Impact Fund available resources have been identified for this project. $30,000 will be provided by May 15th per agreement.

Reviewed by: GUNCOUNTY1\lNienhueser Discharge Date: 5/8/2014

County Attorney Review: (●) Required ( ) Not Required

Comments:

Reviewed by: GUNCOUNTY1\atrezise Discharge Date: 5/8/2014 Certificate of Insurance Required

Yes ( ) No (●)

County Manager Review:

Comments:
This funding has been voted on previously, but I would like the BOCC to acknowledge the actual agreement on an agenda.

Reviewed by: GUNCOUNTY1\mbirnie Discharge Date: 5/8/2014

(●) Consent Agenda ( ) Regular Agenda ( ) Worksession Time Allotted:

Agenda Date: 5/20/2014 Follow Up Agenda Date:

Revised April 2013

MEMORANDUM OF AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS
THE COUNTY OF GUNNISON COUNTY, COLORADO
AND
GUNNISON VALLEY REGIONAL HOUSING AUTHORITY
REGARDING CADDIS FLATS

This Memorandum of Agreement, made this 7th day of May, 2014, by and between the Board of County Commissioners of the County of Gunnison, Gunnison, Colorado whose address is 200 E. Virginia, Gunnison, Colorado 81230 (hereinafter "Gunnison County") and Gunnison Valley Regional Housing Authority, whose address is 202 E. Georgia, Gunnison, Colorado 81230 (hereinafter "Regional Housing Authority").

RECITALS

WHEREAS, Gunnison County maintains the Workforce Impact Fund for the Regional Housing Authority; and

WHEREAS, the Regional Housing Authority has requested from Gunnison County a two-tiered allocation of $255,000 from the Workforce Impact Fund, $30,000 of which shall be released by May 15, 2014, to assist with the purchase of the property located at 513 Belleview Avenue in Crested Butte, Colorado for the development of a housing project known as "Caddis Flats" ("Caddis Flats").

AGREEMENT

NOW, THEREFORE, Gunnison County and the Regional Housing Authority agree in consideration of the mutual covenants contained herein as follows:

1) Gunnison County shall release a total of $255,000 from the Workforce Impact Fund for the purchase and development of Caddis Flats. An initial disbursement of $30,000 shall be made no later than May 15, 2014 to assist with securing the Option to develop the subject parcel. The remaining $225,000 shall be made available for the land acquisition by July 1, 2014, contingent upon grant funds being obtained by the Regional Housing Authority.

2) The term of this agreement shall begin upon signing by all parties to the agreement and end on December 31, 2014, unless extended upon written mutual consent of the parties.

3) Gunnison County has the authority to audit the Regional Housing Authority's financial records in regards to expenditure of the above-described funds, said audit to be performed by a person of Gunnison County's choice and

at the expense of the Regional Housing Authority, upon seven days' notice to the Regional Housing Authority.

4) SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.

5) AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.

6) NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be, a waiver, in whole or part, by Gunnison County of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

7) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

8) This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF GUNNISON, COLORADO

By_____
Matthew Birnie, County Manager

Attest:

_____
Deputy County Clerk

GUNNISON COUNTY SEAL COLORADO

GUNNISON VALLEY REGIONAL HOUSING AUTHORITY

By_____
Karl Fulmer, Executive Director