

**INTERGOVERNMENTAL AGREEMENT REGARDING JOINT  
MANAGEMENT OF PROPOSITION 123 FUNDING AND  
CREDITS**

This INTERGOVERNMENTAL AGREEMENT REGARDING JOINT MANAGEMENT OF PROPOSITION 123 FUNDING AND CREDITS (“Agreement”) is made, entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between: The DOUGLAS COUNTY HOUSING PARTNERSHIP (“DCHP”), a multi-jurisdictional housing authority, DOUGLAS COUNTY, a Colorado county and political subdivision (“County”), and the following municipalities: CITY OF CASTLE PINES, a Colorado home rule municipality (“Castle Pines”), CITY OF LONE TREE, a Colorado home rule municipality (“Lone Tree”), TOWN OF PARKER, a Colorado home rule municipality (“Parker”), and TOWN OF CASTLE ROCK (“Castle Rock”), a Colorado home rule municipality, collectively referred to as the “Municipal Members.” The DCHP, the County, and Municipal Members are collectively referred to herein as “Parties”.

**RECITALS**

WHEREAS, in 2022, Colorado voters approved Proposition 123 which has been codified in §29-32-101 et seq, C.R.S.to make additional state funding available to participating local jurisdictions for affordable housing purposes; and

WHEREAS, the County and Municipal Members have a growing need for affordable housing for residents with earned income that is insufficient to secure quality housing in reasonable proximity to their workplace to include workforce housing; and

WHEREAS, the Denver metro area, which includes portions of Douglas County, is experiencing a growing homelessness crisis that will require increasing resources of affordable housing financing and support to help alleviate; and

WHEREAS, vulnerable populations within all of Douglas County including veterans, older adults, children, individuals with disabilities, among others, need a safe and affordable place to call their home; and

WHEREAS, housing needs vary widely between different families and individuals requiring a wide array of housing options from detached single family homes, to condominiums and other multifamily options; and

WHEREAS, the County and the Municipal Members have established the DCHP, a multi-jurisdictional housing authority, through that certain Amended and Restated Establishing Intergovernmental Agreement for the Douglas County Housing Authority, A Multijurisdictional Housing Authority dated December 20, 2020; and

WHEREAS, the purpose of the DCHP is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or

moderate income, to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority, and for any other purpose permitted by law; and

WHEREAS, in accordance with the requirements of §29-32-105, C.R.S., the Parties have formally committed to participate in the program for use of a state affordable housing fund (“Fund”) within the boundaries of Douglas County; and

WHEREAS, under §29-32-105, C.R.S., local governments are encouraged to enter into written agreements with each other that allow each jurisdiction to receive partial credit towards the local government's affordable housing unit growth requirement; and

WHEREAS, it would be in the best interest of all of the Parties to participate collectively in the planning, development, and financing of affordable housing projects and programs to ensure that affordable housing is available to their citizens.

NOW THEREFORE, in consideration of the terms and conditions of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the DCHP, the County, and Municipal Members agree as follows:

1. Each Municipal Member and the County has filed their respective affordable housing commitment with the Division of Housing (“Division”) in the Department of Local Affairs (“Commitment”) pursuant to C.R.S. §29-32-105 for the three year cycle 2024-2026. Each Commitment establishes a baseline number of affordable housing units within each Municipal Member’s and the County’s respective jurisdictions and specifies how the combined number of newly constructed affordable housing units and existing units converted to affordable housing, will be increased by three percent each year for a three year period over the baseline number of affordable housing units.

2. The County and Municipal Members agree that DCHP may assist third parties or apply directly to the Fund for financial support of affordable housing projects located within Douglas County, subject to prior approval of such participation by majority vote of the DCHP Board and, specifically, by those Board representatives of the Party in whose jurisdiction the affordable housing project will be located.

3. The DCHP will develop a policy for approval by the DCHP Board to specify how excess affordable housing development credits, beyond the nine percent (9%) over three (3) years, generated by projects or programs in any one Party’s jurisdiction will be applied to another Party that has not met its three (3) year affordable housing Commitment. The goal of such policy will be to ensure that as many jurisdictions as possible meet their respective Commitments so as to become eligible for money from the Fund.

4. Any action to be taken by the DCHP regarding the allocation of excess affordable housing development credits shall be by majority vote of the DCHP Board and shall be in accordance with this paragraph. The DCHP Board shall make a recommendation on a proposed action at a regular or special meeting. Each Party shall report the recommendation to their

respective governing body to obtain direction from such body. At a subsequent meeting of the DCHP Board, the Parties shall take a vote on the recommendation.

5. The DCHP is responsible for tracking affordable housing projects and programs in each Party's jurisdiction and preparing the triennial Commitment report for each Municipal Member and the County to file with the Division as necessary to meet all state requirements. The County and Municipal Members shall fully cooperate and provide any necessary documents and information that will assist the DCHP in tracking or preparing such reports. Additionally, the County and the Municipal Members agree that they shall provide all necessary data to the DCHP to enable it to submit required compliance documentation to the Division and to carry out the purposes of this Agreement. DCHP shall communicate to the Parties what data it needs to fulfill its reporting or other requirements and shall make reasonable efforts to provide the Parties with sufficient notice to provide such requested information in a timely manner.

6. Notwithstanding anything herein to the contrary, nothing in this Agreement shall be construed so as to limit the authority vested in any of the Parties with respect to planning for or regulating land use within their respective jurisdictions.

7. Though no Party financial contribution is contemplated by this Agreement, any contribution of funds by the County or any Municipal Member would be subject to the annual appropriations of such jurisdiction for such purpose. No debt or fiscal year financial obligation is created by this Agreement.

8. This Agreement shall become effective upon its full execution by the Parties and shall renew automatically on January 1<sup>st</sup> of each year thereafter for additional, consecutive one-year terms until terminated by mutual agreement of all Parties or by the unilateral termination by the DCHP Board. Any Municipal Member or the County may individually terminate their participation of this Agreement without terminating the entire Agreement so long as the remaining Parties consent to continue to participate.

9. Any Party may propose an amendment to this Agreement in writing and on reasonable notice to all other Parties. No proposed amendment shall be effective unless approved in writing by all Parties.

10. Upon termination of this Agreement in its entirety or the withdrawal of any individual Party, the DCHP Board will determine if any affordable housing development credits are due to the withdrawing Party or should be redistributed to the remaining Parties.

11. The Parties understand and agree that all Parties, their commissioners, directors, mayors, city councils, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations and other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 120, or otherwise available to that jurisdiction.

12. This Agreement contains the entire agreement between and among the County, the DCHP and the Municipal Members. The Parties agree there have been no representations made

other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

13. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Digital signatures to this Agreement shall be acceptable and binding.

14. The Parties agree that they will act in a fair and reasonable manner with a view to carrying out the intents and goals of this Agreement; provided, however, that nothing herein shall be construed as imposing on the DCHP, the County, or any Municipal Member any greater duty or obligation to any other jurisdiction than that which already exists as a matter of Colorado law.

15. There are no express or implied third-party beneficiaries of this Agreement. No third party has the right to enforce this Agreement.

16. This Agreement shall be interpreted pursuant to the laws of the State of Colorado and venue for any disputes shall be in Douglas County, Colorado.

17. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

18. The Recitals to this Agreement are incorporated by reference herein.

19. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year above written. This Agreement is effective upon final execution by both parties.

**[Remainder of page intentionally left blank — signatures on following page]**

TOWN OF CASTLE ROCK, COLORADO

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Jason Gray, Mayor

[SEAL]

ATTEST:

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Lisa Anderson, Town Clerk

Approved as to form:

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Michael J. Hyman, Town Attorney

Approved as to content:

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Tara Vargish, Director of Development Services