

**FIRST AMENDMENT TO THE
THIRD AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
AMONG
SUMMIT COUNTY, COLORADO AND THE TOWNS OF BRECKENRIDGE, DILLON,
FRISCO, MONTEZUMA, SILVERTHORNE, AND KEYSTONE, COLORADO**

Providing for the establishment of the Summit Combined Housing Authority as a multijurisdictional housing authority pursuant to Section 29-1-204.5, Colorado Revised Statutes, as amended.

THIS FIRST AMENDMENT TO THE THIRD AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made and entered into this ___ day of July _____, among SUMMIT COUNTY, COLORADO (the "County"), a body corporate and politic and political subdivision of the State of Colorado (the "State"), and THE TOWNS OF BRECKENRIDGE, DILLON, FRISCO, MONTEZUMA, SILVERTHORNE, and KEYSTONE COLORADO (the "Towns"), home rule municipalities and political subdivisions of the State. The County and the Towns are referred to collectively herein as "the Members" or individually as "a Member."

WHEREAS, Section 29-1-204.5, Colorado Revised Statutes, as amended (the "Act"), authorizes any combination of home rule or statutory cities, towns, counties, and cities and counties of the State 10, by contract with each other, establish a separate governmental entity to be known as a multijurisdictional housing authority 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 and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the authority; and

WHEREAS, pursuant to title 29, article 1, part 2, Colorado Revised Statutes, as amended (the "Intergovernmental Relations Statute"), and article XIV, section 18 of the State Constitution, governments may contract with one another to provide any function, service or facility lawfully authorized to each of the contracting units and any such contract may provide for the joint exercise of the function, service or facility, including the establishment of a separate legal entity to do so; and

WHEREAS, the County and towns have historically provided affordable housing services in the County pursuant to various authority including but not limited to the Act and Title 29, Article 4, Colorado Revised Statutes; and

WHEREAS, the County and the Town of Silverthorne previously entered into an Intergovernmental Agreement in 2002 ("Original IGA") in order to establish the Summit Combined Housing Authority ("Authority"); and

WHEREAS, the County and the Towns of Breckenridge, Dillon, Frisco and Silverthorne previously entered into a First Amended Intergovernmental Agreement ("First Amended IGA") in 2006; and

WHEREAS, the County, Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne previously entered into a Second Amended Intergovernmental Agreement ("Second Amended IGA") in 2007; and

WHEREAS, the County, Towns of Breckenridge, Dillon, Frisco, Montezuma and Silverthorne amended and restated the IGA by means of this Third Amended and Restated IGA ("Agreement") in 2017;

WHEREAS, the Town of Keystone was formed in February of 2024 and the County, Towns of Breckenridge, Dillon, Frisco, Montezuma, Silverthorne and Keystone wish to amend the Agreement (“Amendment”) to include Keystone in the governance and costs of the Authority.

NOW THEREFORE the Parties agree to amend the Third Amended and Restated Intergovernmental Agreement as follows:

Section 10.b is replaced in its entirety with:

10(b) Allocated Share. For calendar year 2024 each party shall pay its portion of the administrative budget of the Authority in the following amounts per month (such amounts being the “Allocated Share”):

- (i) Summit County \$12,000
- (ii) Breckenridge \$19,167
- (iii) Dillon \$9,250
- (iv) Frisco \$13,500
- (v) Keystone \$5,000
- (vi) Montezuma 0
- (vii) Silverthorne \$14,084

For the calendar year 2024 only the Town of Keystone shall pay a one-time contribution of \$90,000 as its contribution to the Authority’s office building and shall pay its Allocated Share commencing with the month of March. Summit County shall be credited for such amounts paid on behalf of Keystone between March and the effective date of this Amendment. Commencing with calendar year 2025, the Allocated Amount shall be determined based on the percentage of sales tax collection by each jurisdiction from September through August of the total sales tax collected in those months.

All other terms and conditions of the Agreement shall remain in full force and effect.