

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF AURORA, COLORADO, AND  
ARAPAHOE COUNTY, STATE OF COLORADO  
FOR THE DEVELOPMENT OF  
NEW PROPOSITION 123 AFFORDABLE HOUSING**

This Intergovernmental Agreement (“Agreement”) is made by and among the City of Aurora, Colorado, a municipality and a political subdivision of the State of Colorado (“Aurora”), and the Board of County Commissioners of the County of Arapahoe, a political subdivision of the State of Colorado (“Arapahoe”), both hereinafter referred to singly as a “Party” or together as the “Parties.”

**RECITALS**

WHEREAS, pursuant to Colo. Const. art XIV, § 18, and C.R.S. § 29-1-203, as amended, the Parties are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, in partnership with the Local Planning Capacity (“LPC”) grant program managed by the Colorado Department of Local Affairs (“DOLA”) created Proposition 123 (C.R.S. § 29-32-104(3)(c)), the Parties wish to work together to provide affordable housing within the boundaries of Arapahoe County and within the limits of the City of Aurora; and

WHEREAS, as a result of Proposition 123 the benefits the new construction, preservation, conversion, and naturally occurring affordable (NOAH) housing, the Parties are funding design, construction, and preservation for developments under the Proposition 123 grant program (the “Program”); and

WHEREAS, the Parties wish to enter into this Agreement to set forth their mutual understanding and agreement regarding completion of developments under the Program.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties covenant and agree as follows:

**AGREEMENT**

1. RECITALS. The recitals above are incorporated as though fully set forth in this Agreement.

2. PURPOSE.

A. Purpose. The Program facilitates the development, preservation, and conversion of housing units that serve households across a range of income levels within the jurisdictional boundaries of Arapahoe County and the City of Aurora. Specifically, it supports rental housing affordable to households earning at or below 60 percent of the Area Median Income

(AMI); ownership housing affordable to households earning at or below 100 percent of AMI, or up to 120 percent of AMI in high-cost areas as defined by the State of Colorado; and naturally occurring affordable housing (NOAH) for rental units serving households at or below 80 percent of AMI.

B. Program Implementation. The Parties understand and agree that Arapahoe, in coordination with Aurora, and any and all other applicable entities as necessary, shall be primarily responsible for facilitating, overseeing, and completing the Proposition 123 grant program. The Parties shall meet and confer in good faith as frequently as is reasonably necessary in order to work cooperatively and collaboratively.

C. Completion of Program Developments. The Parties will use reasonable efforts to complete the developments as described in this Agreement. Nothing in this Agreement in any way obligates the Parties to contribute to or complete the developments beyond the extent of the developments as described in this Agreement.

D. Communication. The Parties shall keep accurate records of the progress of the Program and shall provide status reports to one another on a regular basis (at a minimum, quarterly), including number of units, type of housing, permit status, legal document verification, state/federal/local funding, and type of project.

### 3. PROPOSITION 123 ALLOCATION.

A. Collaborative Commitment. The Parties agree that the County may select 60 qualified affordable housing rental units at the development at 1900 S. Chambers – Brothers Redevelopment PSH with the agreement between the Parties for this development incorporated into this Agreement as Exhibit B, and the County may select 5 qualified affordable housing rental units at the Sanctuary on Potomac development with the agreement between the Parties for this development incorporated into this Agreement as Exhibit C, for a total of 65 qualified affordable housing credits towards the County’s Proposition 123 commitment in the first Proposition 123 reporting period, ending December 31<sup>st</sup>, 2026. The Parties agree that Aurora will claim all the qualified affordable housing rental and for sale units in those additional developments towards Aurora’s Proposition 123 affordable housing unit count commitment in the first Proposition 123 reporting period, ending December 31<sup>st</sup>, 2026. Both Parties agree that no affordable housing unit will be counted twice.

B. Affordability Period. Pursuant to Proposition 123, the affordability period for the affordable housing rental units to be constructed pursuant to this Agreement shall be 30 years for new construction rental housing. Homeownership for new construction or acquisition/purchase assistance shall have a 10-year affordability period.

4. APPROPRIATIONS. It is expressly understood and agreed that any and all financial obligations described under this Agreement are subject to annual appropriations of the respective parties and do not establish debts or other multi-fiscal year obligations.

5. OWNERSHIP AND MAINTENANCE OF DEVELOPMENT ELEMENTS. All right-of-way, improvements, facilities, and appurtenances associated with the developments, if any, will be owned, operated, and maintained by Arapahoe, Aurora, or a third party as mutually agreed upon in one or more separate agreements to be entered into at a later date. Any and all designs, plans, drawings, or other documents prepared by or for Arapahoe to complete any development pursuant to this Agreement shall be considered the joint property of the Parties.

6. BREACH AND ENFORCEMENT. It is specifically understood that, by executing this Agreement, subject to section 4 of this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained in this Agreement and that the failure of any Party to fulfill any obligation set forth in this Agreement shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law for such relief as may be available according to the laws of the State of Colorado.

7. TERM OF AGREEMENT AND TERMINATION.

A. Term. The term of this Agreement shall begin on the date of the Effective Date as provided in this Agreement and shall last until December 31, 2026.

B. Default. Each Party shall have the right to terminate this Agreement after 60 days' written notice to the other Party in the event of a material default that is not cured. However, termination shall not be effective if the defaulting Party has taken reasonable actions to cure the breach before the effective date of the termination and pursued such actions diligently to a successful completion within 60 days from inception of the actions. If such actions are not successful within such period, any non-defaulting Party shall have the right to terminate this Agreement upon written notice to the other Party.

8. MISCELLANEOUS.

A. Assignment. None of the Parties may assign this Agreement or parts of this Agreement or any rights under this Agreement without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent shall be null and void.

B. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, the Parties shall not be deemed or constitute partners, joint venture participants, or agents of the others. Any actions taken by a Party pursuant to this Agreement shall be deemed actions as an independent contractor of the other Party.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person or entity other than the Parties shall be deemed to be only an incidental beneficiary under this Agreement.

D. Governmental Immunity. Nothing in this Agreement or in any actions taken by the Parties or their respective elected officials, directors, officers, agents, and employees

pursuant to this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

E. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

F. Controlling Law and Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute under this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

G. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default under this Agreement.

H. Binding Contract. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties.

I. Entire Contract. This Agreement constitutes the entire agreement among the Parties with regard to the Program. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement with regard to the Program are of no force and effect.

J. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

K. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.

L. Electronic Signatures. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.* The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

M. Compliance with the Law. Aurora agrees to comply with all local, state, and federal requirements while completing the Program development unless specifically waived.

N. Applicable Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. The venue for any legal action arising out of this Agreement shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.

O. Notices and Communications. Notices under this Agreement shall be sent in writing by first-class mail or by email, unless otherwise designated in writing to:

COUNTY: Arapahoe County  
Community Resources Department  
1690 W. Littleton Blvd., Suite 300  
Littleton, CO 80120  
Attn: Katherine Smith, Community Resource Director  
Telephone: 303-738-8041  
E-mail: [ksmith@arapahoe.gov](mailto:ksmith@arapahoe.gov)

CITY: City of Aurora, Colorado  
Housing and Community Development Division  
15151 E. Alameda Parkway  
Aurora, CO 80012  
Attn: Sarah A. Pulliam, Housing & Community Development Manager  
Telephone: 303-739-7601  
E-mail: [sacarrol@auroragov.org](mailto:sacarrol@auroragov.org)

P. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes. In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.

Q. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.

R. Effective Date. This Agreement will become effective on the date of the full execution of this Agreement by both Parties ("Effective Date").

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date this Agreement is fully executed by both Parties. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize its representative to execute this Agreement.

*Signatures on following page*

THE CITY OF AURORA. COLORADO

\_\_\_\_\_  
Mike Coffman, Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Kadee Rodriquez, City Clerk

Approved as to form:

\_\_\_\_\_  
Tim Joyce, Assistant City Attorney

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ARAPAHOE, COLORADO

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: Leslie Summey, Chair, Board of County Commissioners

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## Exhibit A

### **Proposition 123 Definition of Affordable Housing**

Proposition 123 establishes Affordability Thresholds as follows:

- Rental housing at or below 60% AMI, or
- For-sale housing at or below 100% AMI, and
- Which costs the household less than 30% of its monthly income.

### **Proposition 123 Affordability Mechanism**

An Affordability Mechanism is a legally binding agreement ensuring that a housing unit remains affordable for a designated period. Examples can include:

- Deed restrictions
- Promissory Note
- Land Use Restriction Agreements (LURAs)
- Covenants running with the land
- Regulatory agreements enforceable by a jurisdiction or housing authority

New Construction and Preservation/Conversion units must have an Affordability Mechanism. By definition, Naturally Occurring Affordable Housing (NOAH) do not have an Affordability Mechanism, but must meet affordability criteria at the time of counting.

### **Proposition 123 Counting of Units.**

The City will comply with Proposition 123 requirements for the counting of the number of affordable housing rental units as provided at [Counting of Units | Colorado Department of Local Affairs](#).

### **Average Designated Income Determination.**

Average designated income by household size must not exceed 60% of the area median income as established by the United States Department of Housing and Urban Development and published by the department or a statewide political subdivision or authority on housing, and a unit in the project must have a gross rent limit that does not exceed thirty percent of the imputed income limitation applicable to the unit; except that where the subprogram is a secondary source of funding, the affordability threshold required by the primary funding source, if any, may be operative.



**INTERGOVERNMENTAL AGREEMENT REGARDING  
PROPOSITION 123 SHARED AFFORDABLE HOUSING CREDITS  
PROJECT: BROTHERS PSH DEVELOPMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Aurora, a Colorado home rule municipality (“Aurora” or “the City”), and Arapahoe County, a political subdivision of the State of Colorado (“County”) (together, the “Parties”).

**WHEREAS**, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203, governments may cooperate and contract with one another to provide any function, service, or facility each is authorized to perform; and

**WHEREAS**, in 2022, Colorado voters approved Proposition 123, codified at C.R.S. § 29-32-101, *et seq.*, to make additional state funding available to participating jurisdictions that commit to increasing their affordable housing stock by three percent (3%) annually over a three-year period; and

**WHEREAS**, both Aurora and the County have formally submitted their respective Proposition 123 Commitments to the Department of Local Affairs (“DOLA”) Colorado Division of Housing (“Division”), agreeing to increase the number of affordable housing units within their respective jurisdictions by three percent (3%) annually from their established baselines; and

**WHEREAS**, the Parties recognize that Brother PSH Development, an affordable housing development located within Aurora’s municipal boundaries, located at 1900 Chambers Road, Aurora, Colorado 80014 (“the Development” ) will contribute to meeting both Aurora’s and the County’s Proposition 123 unit growth targets; and

**WHEREAS**, the Parties desire to enter into this Agreement to formalize a shared unit crediting arrangement for the affordable units at the Development, in accordance with C.R.S. § 29-32-105, which encourages intergovernmental agreements to allocate affordable housing credits among participating jurisdictions; and

**WHEREAS**, the Parties further intend to coordinate and cooperate for the purpose of tracking, reporting, and documenting the shared affordable housing units at Brothers PSH Development to satisfy applicable compliance requirements under Proposition 123.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Parties enter into this Agreement to allocate and track affordable housing units from the Development for the purpose of Proposition 123 compliance. This Agreement is intended to support each Party’s obligations under their respective commitments filed with the Division.
2. The Development is an affordable housing project located within the City of Aurora and includes a total of 60 dwelling units that meet the eligibility criteria for affordable housing under Proposition 123.
3. As of the Effective Date of this Agreement, the Parties agree that 60 of the eligible units shall be counted by Arapahoe toward its Proposition 123 three-year unit growth commitment.
4. The City may, at its sole discretion and without obligation, allocate additional affordable housing units located within its municipal boundaries to Arapahoe County in future years. Any such additional allocation shall be provided by written notice from Aurora to Arapahoe County and shall not require amendment of this Agreement. The Parties acknowledge that additional units potentially eligible for allocation may include certain mobile home placements anticipated as of October 2025.
5. Each Party shall be responsible for submitting its own reports and documentation to the Division in accordance with applicable state requirements. The Parties agree to reasonably cooperate and share relevant project data or certifications, when required, to ensure accurate reporting and crediting of the Development units in

accordance with the allocation described in this Agreement.

6. This Agreement shall take effect upon execution by both Parties and shall automatically renew 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 City of Aurora via written notice.
7. Although nothing in this Agreement shall be construed to create a financial obligation on the part of either Party, any contribution of funds by either Party would be subject to the annual appropriations of such jurisdiction for such purpose. Any decision to contribute funds or resources in support of the Development shall be addressed separately and is not governed by this Agreement. No debt or fiscal year financial obligation is created by this Agreement.
8. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No other person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
9. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract, or other means, unless mutually agreed upon in writing. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Agreement.
10. Nothing in this Agreement shall be construed as a waiver of the rights, protections, or limitations of liability provided to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended. Each Party agrees to be responsible for its own acts and omissions and those of its officers, employees, and agents in the performance of this Agreement. This provision shall survive the termination of this Agreement.
11. Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the Parties via e-mail or facsimile.

**AURORA:**

**ARAPAHOE COUNTY:**

<u>City of Aurora</u> <u>15151 E. Alameda Parkway, Suite 4500</u> <u>Aurora, Colorado 80012</u> <u>Attn: Jessica Prosser, Housing and</u> <u>Community Services Director</u> <u>Telephone: 303.739.7280</u> <u>E-mail: <a href="mailto:jprosser@auroragov.org">jprosser@auroragov.org</a></u>	<u>Arapahoe County</u> <u>Community Resources Department</u> <u>1690 W. Littleton Blvd., Suite 300</u> <u>Littleton, CO 80120</u> <u>Attn: Katherine Smith, Community Resources</u> <u>Director</u> <u>Telephone: 303-738-8041</u> <u>E-mail: <a href="mailto:ksmith@arapahoegov.com">ksmith@arapahoegov.com</a></u>
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12. The waiver by either Party of any breach by the other of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.
13. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether oral or written.
14. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.
15. This Agreement may not be modified or amended unless mutually agreed upon, in writing, by the Parties. The

Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.* The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

16. Unless otherwise agreed in writing, the Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and venue for any civil action between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Arapahoe County, Colorado.

**City of Aurora**

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Jessica Prosser, Director  
Housing and Community Services

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Date:

**Arapahoe County**

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Leslie Summey, Chair  
Board of County Commissioners

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Date:

**INTERGOVERNMENTAL AGREEMENT REGARDING  
PROPOSITION 123 SHARED AFFORDABLE HOUSING CREDITS  
PROJECT: SANCTUARY ON POTOMAC DEVELOPMENT**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Aurora, a Colorado home rule municipality (“Aurora” or “the City”), and Arapahoe County, a political subdivision of the State of Colorado (“County”) (together, the “Parties”).

**WHEREAS**, pursuant to Article XIV, Section 18(2)(a) of the Colorado Constitution and C.R.S. § 29-1-203, governments may cooperate and contract with one another to provide any function, service, or facility each is authorized to perform; and

**WHEREAS**, in 2022, Colorado voters approved Proposition 123, codified at C.R.S. § 29-32-101, *et seq.*, to make additional state funding available to participating jurisdictions that commit to increasing their affordable housing stock by three percent (3%) annually over a three-year period; and

**WHEREAS**, both Aurora and the County have formally submitted their respective Proposition 123 Commitments to the Department of Local Affairs (“DOLA”) Colorado Division of Housing (“Division”), agreeing to increase the number of affordable housing units within their respective jurisdictions by three percent (3%) annually from their established baselines; and

**WHEREAS**, the Parties recognize that Sanctuary on Potomac Development, an affordable housing development located within Aurora’s municipal boundaries, located at 1280 South Potomac Street, Aurora, CO 80012 (“the Development”) will contribute to meeting both Aurora’s and the County’s Proposition 123 unit growth targets; and

**WHEREAS**, the Parties desire to enter into this Agreement to formalize a shared unit crediting arrangement for the affordable units at the Development, in accordance with C.R.S. § 29-32-105, which encourages intergovernmental agreements to allocate affordable housing credits among participating jurisdictions; and

**WHEREAS**, the Parties further intend to coordinate and cooperate for the purpose of tracking, reporting, and documenting the shared affordable housing units at Sanctuary on Potomac Development to satisfy applicable compliance requirements under Proposition 123.

**NOW, THEREFORE**, in consideration of the foregoing, and the mutual promises and covenants contained herein, the Parties agree as follows:

1. The Parties enter into this Agreement to allocate and track affordable housing units from the Development for the purpose of Proposition 123 compliance. This Agreement is intended to support each Party’s obligations under their respective commitments filed with the Division.
2. The Development is an affordable housing project located within the City of Aurora and includes a total of 43 dwelling units that meet the eligibility criteria for affordable housing under Proposition 123.
3. As of the Effective Date of this Agreement, the Parties agree that 38 of the eligible units shall be counted by City of Aurora toward its Proposition 123 three-year unit growth commitment and 5 of the eligible units shall be counted by Arapahoe County toward its separate Proposition 123 commitment.
4. The City may, at its sole discretion and without obligation, allocate additional affordable housing units located within its municipal boundaries to Arapahoe County in future years. Any such additional allocation shall be provided by written notice from Aurora to Arapahoe County and shall not require amendment of this Agreement. The Parties acknowledge that additional units potentially eligible for allocation may include certain mobile home placements anticipated as of October 2025.
5. Each Party shall be responsible for submitting its own reports and documentation to the Division in accordance

with applicable state requirements. The Parties agree to reasonably cooperate and share relevant project data or certifications, when required, to ensure accurate reporting and crediting of the Development units in accordance with the allocation described in this Agreement.

6. This Agreement shall take effect upon execution by both Parties and shall automatically renew 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 City of Aurora via written notice.
7. Although nothing in this Agreement shall be construed to create a financial obligation on the part of either Party, any contribution of funds by either Party would be subject to the annual appropriations of such jurisdiction for such purpose. Any decision to contribute funds or resources in support of the Development shall be addressed separately and is not governed by this Agreement. No debt or fiscal year financial obligation is created by this Agreement.
8. The parties to this Agreement do not intend to benefit any person not a party to this Agreement. No other person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.
9. The Parties may not assign any rights or delegate any duties under this Agreement, whether by assignment, subcontract, or other means, unless mutually agreed upon in writing. Any such attempted assignment or delegation shall be void and shall constitute a breach of this Agreement.
10. Nothing in this Agreement shall be construed as a waiver of the rights, protections, or limitations of liability provided to either Party under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended. Each Party agrees to be responsible for its own acts and omissions and those of its officers, employees, and agents in the performance of this Agreement. This provision shall survive the termination of this Agreement.
11. Notice and Communications: Any notice to the parties required under this Agreement shall be in writing, delivered to the person designated below for the parties at the indicated address unless otherwise designated in writing. Only mailing by United States mail or hand delivery shall be utilized for notice required to be given under this Agreement. Facsimile and e-mail addresses are provided for convenience only. However, copies of mailed or hand-delivered notices may be sent to the Parties via e-mail or facsimile.

AURORA:

ARAPAHOE COUNTY:

<u>City of Aurora</u> <u>15151 E. Alameda Parkway, Suite 4500</u> <u>Aurora, Colorado 80012</u> <u>Attn: Jessica Prosser, Housing and</u> <u>Community Services Director</u> <u>Telephone: 303.739.7280</u> <u>E-mail: jprosser@auroragov.org</u>	<u>Arapahoe County</u> <u>Community Resources Department</u> <u>1690 W. Littleton Blvd., Suite 300</u> <u>Littleton, CO 80120</u> <u>Attn: Katherine Smith, Community Resources</u> <u>Director</u> <u>Telephone: 303-738-8041</u> <u>E-mail: ksmith@arapahoegov.com</u>
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12. The waiver by either Party of any breach by the other of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.
13. This Agreement represents the entire understanding between the Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements or understandings, whether oral or written.
14. The invalidity or unenforceability of any particular term or provision of this Agreement shall not affect the validity or enforceability of any other term or provision and this Agreement shall be construed in all respects as if such invalid or unenforceable term or provision was omitted.

15. This Agreement may not be modified or amended unless mutually agreed upon, in writing, by the Parties. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.* The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.
16. Unless otherwise agreed in writing, the Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado and venue for any civil action between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for Arapahoe County, Colorado.

**City of Aurora**

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Jessica Prosser, Director  
Housing and Community Services

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Date:

**Arapahoe County**

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Leslie Summey, Chair  
Board of County Commissioners

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Date: