

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GRAND LAKE AND THE GRAND COUNTY HOUSING AUTHORITY FOR PROPERTY MANAGEMENT SERVICES IN CONNECTION WITH THE SPACE TO CREATE PROPERTY**

This Memorandum of Understanding (“MOU”) is entered into between the Town of Grand Lake, Colorado (the “Town”) and the Grand County Housing Authority (“GCHA”).

WHEREAS, the Town is the owner of certain property within the Town located at \_\_\_\_\_ and commonly referred to as the Space to Create Property (the “Property”); and

WHEREAS, the Town wishes to develop the Property to, among other things, provide affordable housing; and

WHEREAS, the GCHA, among other things, provides management and assistance for affordable housing within Grand County, including within the Town; and

WHEREAS, the Town desires to have GCHA manage the Property and GCHA desires to provide management service for the Property.

NOW THEREFORE, the Town and GCHA enter into this MOU on the following terms and conditions and reflecting the rights and obligations of the parties.

## **I. Purpose**

The purpose of this MOU is to establish the roles and responsibilities of GCHA in providing property management services for the Space to Create development, ensuring effective management, leasing, and administration of the property in alignment with the Town’s objectives.

## **II. Services to Be Provided by GCHA**

GCHA shall perform the following services in support of the Space to Create property:

### **A. Administrative and Program Management.** GCHA agrees to:

1. Assist with planning and execution of the start-up promotional event.
2. Develop and provide all necessary forms for review and approval by the Town. These may include, but are not limited to:
  - a. Pre-application forms
  - b. Lease agreements and lease addendums
  - c. Employment and income verification forms
  - d. Any additional forms required by project funders.

**B. Leasing and Tenant Management.** GCHA agrees to:

1. Create and manage the application process, including integrating eligibility preferences as directed by the Town.
2. Maintain and manage the waiting list in compliance with applicable policies and regulations.
3. Submit eligible applicants to the appropriate board or authority for approval.
4. Assist in determining final tenant eligibility.
5. Conduct unit showings for prospective tenants.
6. Manage the lease-up and lease renewal processes.

**C. Financial Management.** GCHA agrees to:

1. Collect and deposit rents and security deposits into designated property accounts.
2. Provide full accounting services, including accounts receivable and accounts payable.
3. Prepare and submit weekly accounts payable reports to the Town for review and approval before distribution.
4. Bill the Town for services directly related to the management of the property.
5. Make required replacement reserve deposits.
6. Cooperate fully with the Town's auditors during financial audits and reviews.

**D. Property and Maintenance Coordination.** GCHA agrees to:

1. Conduct regular unit inspections in accordance with program requirements.
2. Maintain documentation for storefront requirement packets and retain evidence of compliance (GCHA will not develop the packets or set the requirements).
3. Coordinate tenant maintenance requests with the Town's maintenance team.
4. Communicate property maintenance needs and capital improvement concerns to the Town as necessary.
5. Coordinate unit turnover cleaning in communication with the Town and its designated maintenance providers.

**E. Marketing and Outreach.** GCHA agrees to:

1. Support marketing efforts for vacant units, including creating and distributing flyers, posting on social media, and promoting availability through other channels.

### **III. Services Not Provided by GCHA**

GCHA will not provide the following services:

- A. Hosting or organizing Grand Opening events.
- B. Providing maintenance services.
- C. Providing unit turnover cleaning services.

- D. Managing or operating retail space.
- E. Coordinating or overseeing capital improvement projects.

#### **IV. Collaboration and Oversight**

GCHA will maintain regular communication with the Town of Grand Lake related to property operations, finances, and maintenance needs. The Town will retain oversight authority and will work collaboratively with GCHA to ensure that the Space to Create Property is managed efficiently and in compliance with applicable policies and funding requirements.

**V. Compensation for Services Provided.** As compensation for the services provided by GCHA pursuant to the provisions of this MOU, GCHA shall be entitled to receive:

\_\_\_\_\_.

#### **VI. Miscellaneous Provisions**

- A. Term and Termination. This MOU shall be for an initial term on one year commencing on \_\_\_\_\_, 2026. The MOU shall automatically renew at the end of the initial one-year term and each additional on-year term, unless either party provides notice at least 30 days prior to the expiration of each such term that the party does not intend to renew the MOU for an additional term. In addition, either party may terminate the MOU at any time upon \_\_\_\_\_ days written notice. IN the event of expiration or termination of the MOU, the parties will cooperate in all matters affected by such expiration or termination.
- B. Notice. Any notices given under this MOU are deemed to have been received and to be effective:
  - 1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested; and
  - 2. Immediately upon hand delivery; or
  - 3. Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this MOU, any and all notices shall be addressed to the contacts listed below:

GCHA:

Town of Grand Lake:

- C. Governmental Immunity. Both parties acknowledge and agree that the Town and GCHA are governmental entities, entitled to the protections of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “Act”). Liability for claims for injuries to

persons or property arising from the negligence of either party, their divisions, boards, commissions, committees, bureaus, officers, employees and officials shall be controlled and limited by the provisions of the Act. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in Act.

- D. **Third-Party Beneficiaries.** This MOU does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this MOU and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this MOU are incidental.

(Signatures on next page)

GRAND COUNTY HOUSING AUTHORITY

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

TOWN OF GRAND LAKE, COLORADO

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

Mayor

ATTEST:

\_\_\_\_\_

Town Clerk