

2017 INTERGOVERNMENTAL FUNDING AGREEMENT FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

This 2017 Intergovernmental Funding Agreement for The Regional Housing Alliance of La Plata County (hereafter the "Agreement") is entered by and between the Board of County Commissioners of La Plata County, Colorado whose address is 1101 E. Second Avenue, Durango, Colorado (hereafter "La Plata County"), the City of Durango, Colorado whose address is 949 East Second Avenue, Durango, Colorado (hereafter "Durango"), The Town of Ignacio, Colorado, whose address is 540 Goddard Avenue, Ignacio, Colorado (hereafter "Ignacio"), the Town of Bayfield, Colorado whose address is 1199 Bayfield Parkway, Bayfield, Colorado (hereafter "Bayfield"), and the Regional Housing Alliance of La Plata County (hereafter the "RHA") whose address is 124 East 9th Street, Durango, Colorado 81301 (collectively, the "Parties").

RECITALS

- A. The provisions of Section 18 of Article XIV of the Colorado Constitution and C.R.S. 29-1-203 allow Colorado governments to cooperate to contract with one another to provide any function, service, or facility lawfully authorized to each local government.
- B. The provisions of C.R.S. 29-1-204.5 allow Colorado local governments to contract with each other to establish a separate governmental entity to be known as a multijurisdictional housing authority.
- C. Durango, Ignacio, and La Plata County established RHA as a multijurisdictional housing authority on August 5, 2004, by executing an Intergovernmental Agreement (the "IGA") to be effective as of that same date. The IGA was amended in 2008 to include the Town of Bayfield as a party to the IGA.
- D. The Parties have previously entered into funding agreements to provide some of the funds necessary for the operation of the RHA. The Parties wish to provide additional funding for RHA for 2017 according to the terms of this Agreement.

NOW THEREFORE, for and in consideration of the mutual promises, covenants and obligations set forth herein, the Parties hereto agree as follows:

1. **Term**. The term of this Agreement shall commence as of the effective date hereof and shall expire, subject to earlier termination in the event of non-appropriation as hereinafter provided, on June 30, 2017.
2. **Funding of RHA**.
 - 2.1 *Funding Obligations – Generally*. La Plata County, City of Durango, Town of Ignacio, and the Town of Bayfield agree to provide funding to RHA for 2017 in the total aggregate amount of Fifty-Two Thousand Four Hundred Thirty-One dollars (\$52,431).

2.2 *Proportional Shares of Funding.* The Parties agree that the responsibility for funding the obligations set forth in Section 2.1 herein should be shared by the Parties in the following proportions:

La Plata County	61 %	\$31,983
City of Durango	33 %	\$17,302
Town of Ignacio	1 %	\$ 524
Town of Bayfield	5 %	\$2,622

2.3 *Payment Dates.* All entities shall make payment to RHA by February 1, 2017.

2.4 *Budgetary Surplus.* Any surplus of funds that remain at the end of this funding cycle will be carried over for use by RHA, to the extent permitted by law.

3. **Services Provided by the RHA.**

3.1 *Basic Services.* In return for the funding provided by the Parties, RHA agrees to provide such entities the “Basic Services” described in Exhibit A attached hereto and incorporated herein.

3.2 *Additional Services.* In addition to the provision of Basic Services as described in Section 3.1 above, RHA may provide for the Parties, upon request, additional housing-related services to be agreed upon by RHA and the entity requesting such additional services. For such additional services (“Additional Services”), RHA shall be paid by the entity requesting such Additional Services an hourly rate or a lump sum fee as negotiated between the requesting entity and RHA. Only the entity requesting the Additional Services shall be obligated to pay RHA for such Additional Services.

3.3 *Use of RHA Services.* The Parties agree to utilize RHA for the provision of housing-related services when RHA has the skill, talent, and expertise to perform the required services.

3.4 *Provision of Services by RHA to Third Parties.* RHA may provide housing-related services to third Parties in order to generate additional operating income for RHA. RHA further agrees that such services shall be charged on an hourly or lump sum basis.

4. **Appropriations.** Because this Agreement involves the expenditure of public funds, this contract is contingent upon continued availability of such funds for payment. The obligations of the Parties shall not constitute a general obligation, indebtedness or multiple-year direct or indirect debt, or other financial obligation whatsoever within the meaning of the constitution or the laws of the State of Colorado.

5. **Notices.** Except as otherwise provided, all notices provided or required under this Agreement shall be in writing, signed by the party giving the same, and shall be deemed properly given when actually received or three (3) days after being mailed, by certified mail, return receipt requested, and addressed to the Parties

at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications.


6. **Applicable Law.** This Agreement shall be interpreted in all respects in accordance with the laws of the State of Colorado.
7. **Modifications.** At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable federal, state, and local laws, and rules and regulations that have been or may hereafter be established. This Agreement may be modified or amended only by a duly authorized written instrument executed by the Parties hereto.
8. **RHA Board Approval.** The provisions of this Agreement have been duly approved by the Board of Directors of RHA.
9. **Effective Date.** The effective date of this Agreement shall be the date when the last signature of the Parties is affixed to this Agreement.
10. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one original Agreement.
11. **Severability.** If any term or provision of this Agreement shall be adjudicated to be invalid, illegal, or unenforceable this Agreement shall be deemed to be amended to delete the invalid, illegal, or unenforceable term and the remaining terms shall not be affected thereby.
12. **Third Party Beneficiaries.** The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity other than the Parties to this Agreement shall have any right, legal or equitable to enforce any provision of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year set forth below.

Dated this 13 day of December 2016

**BOARD OF COUNTY COMMISSIONERS
OF LA PLATA COUNTY, COLORADO**

Attest:


Elizabeth Dupa
Deputy County Clerk

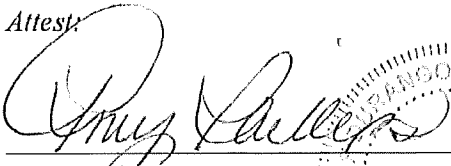

Chairperson Brad Blake

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

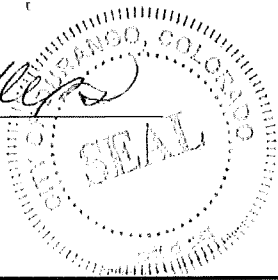
Dated this 27 day of Dec, 2016

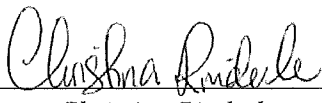
CITY OF DURANGO, COLORADO

Attest:



City Clerk





Mayor Christina Rinderle

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this 07th day of December, 2016 **TOWN OF IGNACIO, COLORADO**

Attest:

Georgina Valdez
Town Clerk

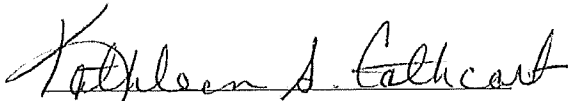
Stella Cox
Mayor Stella Cox

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Dated this 20th day of December, 2016

TOWN OF BAYFIELD, COLORADO

Attest:


Town Clerk

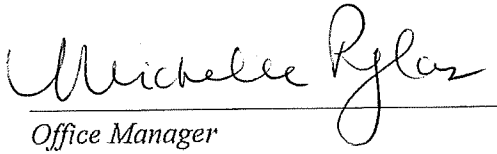

Mayor Matthew Salka

ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE

Dated this 7 day of December 2016

**REGIONAL HOUSING ALLIANCE
OF LA PLATA COUNTY**

Attest:


Office Manager


Executive Director Karen Iverson

EXHIBIT A

Organizational Evolution

The funding provided is intended to support an organizational evolution to transition to HomesFund, an independent nonprofit, RHA's programs including providing homebuyer assistance services; deployment of City Fair Share and DMR fee-in-lieu as mortgage assistance; and deed restriction administration services. Beginning in 2017, HomesFund will have direct contracts with each member jurisdiction for the above stated services. The funding for the RHA is intended to provide 6 months of operating support to execute the following:

- Execute any required agreements to transfer loan portfolio as capital contributions to HomesFund (HF) including the Durango Mountain Resort Loan Fund, City of Durango Fair Share Fee-in-Lieu Loan Fund, Three Springs Loan Fund, La Plata County Employee Assistance Loan Fund, Energy Impact Loan Fund, and CDBG Loan Fund;
- Execute any required agreements to continue to collect fee-in-lieu payments as capital contributions for the purpose of providing second mortgages;
- Transfer of all assets (both loan receivable and cash) to HomesFund, per board direction;
- Transition RHA employees to HF, as applicable;
- Close RHA accounts and vendor contracts, as necessary;
- Establish a contract with Southwest Colorado Council of Governments, or other entity, to provide administrative services to maintain the RHA as a dormant entity through 2021, per board direction;
- Provide training to City of Durango staff regarding Fair Share program administration including calculation of fair share home prices/fee-in-lieu, ordinance implementation overview, and status on all outstanding agreements; and
- Amend the Establishing IGA to provide a simplified governance structure during a period of dormancy and to transfer assets to HF.