



REGIONAL LA
HOUSING PLATA
ALLIANCE COUNTY

Agenda

RHA Board of Directors
December 8th 2022 2:00- 4:00 p.m.

The Center for Innovation
835 Main Ave Suite 225 on the 2nd floor of the
Main Mall, Durango, CO 81301

<https://us06web.zoom.us/j/89868478748>

A. Call Meeting to Order

B. Introductions and Roll Call

C. Public Comment

D. Approval of Agenda

1. Identification of any actual or perceived conflicts of interest

E. Consent Agenda

1. Approve the Consent Agenda
 - a) November 2022 Minutes
 - b) October 2022 Financials

F. Decision Items

1. Inter-Governmental Funding Agreement – Marsha Porter-Norton and All
2. Alliance Profession Services Contract – Mike French
3. Resolution 2022-01 Adoption of 2023 Budget – Kim Baxter
4. Fund Balance Policy – Kim Baxter

G. Discussion/Updates

1. Format of Future Meeting Minutes and Recordings– Kim Baxter and J.J. Desrosiers
2. RHA Community Outreach and Messaging – Kim Baxter
3. Concept of an RHA Policy Committee – Marsha Porter-Norton
4. Exhibit B: Board Meeting Location(s) – Mike French & Eva Henson
5. Use of Grant Revenue – Kim Baxter
6. Upcoming HB1304 and HB1377 Grants: Any Member Updates – All

H. Presentations and Engagement with Non-RHA Entities

I. Member Updates

1. Town of Bayfield
2. City of Durango
3. Town of Ignacio
4. La Plata County
5. Member at Large

J. Adjournment

Section A – Call Meeting to Order

Section B – Roll Call

Section C – Public Comment

The Board welcomes public participation in the Board meetings. Individuals wishing to address the Board under Public Comment are asked to please notify either the Chair of the Board or the Clerk to the Board upon their arrival at the meeting. Public Comment will be taken as time permits. Comments shall be limited so that everyone may be heard. This item is limited to matters under the jurisdiction of the Board, which are not on the posted agenda and items which have not already been considered by the Board. The Board limits testimony on matters not on the agenda to 3 minutes per person and not more than 20 minutes total unless the Board approves an extended time as part of the agenda. No formal action may be taken at the meeting on matters addressed at Public Comment. Comments on matters on the current agenda will be taken following discussion of each item by the Board.

Section D – Approval of Agenda

Section E – Consent Agenda



Meeting Minutes

RHA Board of Directors

November 17, 2022, 2:00–4:00 p.m.

Bayfield Town Hall

A. Meeting Called to order by chairwoman Kim Baxter at 2:00 pm

B. Introductions and Roll Call

NAME	AFFILIATION	Attendance Drop Down
Marsha Porter-Norton	La Plata County	Online
Mike Segrest	La Plata County	Online
Kim Baxter	City of Durango	Present
Eva Henson	City of Durango	Present
Kathleen Sickles	Town of Bayfield	Present
Nikol Killian	Town of Bayfield	Present
Mark Garcia	Town of Ignacio	Absent
Clark Craig	Town of Ignacio	Present
Patrick Vaughn	Member at large	Present

Also in attendance:

Pam Moore, Homes Fund

Elizabeth Salkind, Housing Solutions of the Southwest (remote)

Laurie Roberts, United Today, Stronger Tomorrow

Laura Lewis Marchino and Shak Powers, Region 9 EDD

Rachel Taylor, Habitat for Humanity of La Plata County (remote)

Michael French, Michelle Furi, and J.J. Desrosiers, La Plata Economic Development Alliance

All attendees introduced themselves.

C. Public Comment

Laurie Roberts: expressed that her question at the last meeting was not addressed. She stated she has been attending all meetings, and she is concerned that the RHA is not hiring a “body” or Executive Director. She said that she waited and listened during the last meeting but was unclear how contracting with the La Plata Economic Development Alliance would accomplish that objective. “I don’t know how switching from getting an ED to going with the LPEDA is going to result in a “body.” I was surprised that the job description states that the ED would have to fundraise for their own position. (Ms. Roberts arrived late but was invited to make her comments to the board by Chairwoman Baxter)

D. Approval of Agenda

Patrick Vaughn asked that an at-large update be added to the member updates at the end of the meeting.

Counselor Baxter asked that the budget discussion be added to G.1 of the agenda.

Patrick Vaughn motioned to approve the agenda as amended, and Clark Craig seconded to approve the agenda. Roll call. All yays. The motion passed unanimously.

E. Consent Agenda

- a) Minutes from Oct. 10, 2022
- b) Financial Statements through Oct. 31, 2022

Commissioner Porter-Norton made a few edits to the minutes and asked whether they should be removed from the consent agenda.

Clark Craig motioned, and Pat Vaughn seconded to approve the consent agenda with the changes to the October minutes. Roll call. All yays. The motion passed unanimously.

F. Decision Items

- 1. Procurement Exception - Laura Lewis-Marchino

Laura Lewis Marchino gave an overview of her email with David Lieberman, the RHA attorney, regarding procurement procedures.

Patrick Vaughn motioned, and Clark Craig seconded to approve the exception to RHA's procurement procedures. Roll Call. All yays. The motion passed unanimously.

- 2. Administration Contract with La Plata Economic Development Alliance

Laura Lewis Marchino gave an overview of contract suggestions from the attorney.

Marsha Porter-Norton moved, and Katie Sickles seconded to execute the administrative contract for the alliance effective immediately. Roll call. All yays. The motion passed unanimously. Chairwoman Baxter signed the contract

The chair also expressed her gratitude to Laura Lewis Marchino and Shak Powers for having administrated the RHA previously.

- 3. Funding IGA

Marsha Porter-Norton explained the two-year agreement which funds the RHA.

Mike Segrest arrived at the meeting via Zoom

Katie Sickles motioned to approve the 2023-2025 funding agreement for the Regional Housing Alliance. Clark Craig seconded. Roll Call. All yays. The motion passed unanimously.

- 4. RHA Financial Review - Matt Huntley, Frederick Zink and Associates

Laura Lewis Marchino explained that all requested changes were made, and the TABOR documentation was included. The RHA attorney reviewed it and approved.

Clark Craig motioned, and Katie Sickles seconded to approve the financial review. Roll Call. All Yays. The motion passed unanimously.

G. Discussion/Updates

1. Alliance Contract Discussion for 3-Year workforce development strategy and funding implementation
-Michael French, La Plata Economic Development Alliance

Mike French gave an overview of the proposal for the RHA board's benefit. Hard copies were distributed to board members and public participants in attendance. Digital copies were sent to the board members online.

Laura Lewis Marchino suggested that perhaps the administrative fees for legal, insurance, etc., should not be included in this contract. Katie Sickles and Kim Baxter asserted that they want to be sure that our insurance covers the alliance as additionally insured.

Kim Baxter asked to like to gauge the temperature of the board and whether they want to pursue the Alliance proposal because the next step will be a legal review. The board was very excited and prepared to move forward.

Kim Baxter would like to have board members (maybe Marsha Porter-Norton and Kim Baxter) sit down with Mike French and Michelle Furi to refine some details on getting a contract.

Prior to voting, Kim Baxter reminded the board that she also sits on the board of the La Plata Economic Development Alliance. She did not see this as a conflict of interest but volunteered to recuse herself if anyone on the board disagreed. No board member saw a problem with it, and the vote proceeded. During voting, Mayor Craig similarly added, "for clarity, our business is a member of the alliance, and there is no conflict for me here."

Katie Sickles motioned, and Patrick Vaughn seconded to move forward with the Alliance administrative contract. Roll Call. All Yays. The motion passed unanimously.

The board supported Marsha Porter-Norton and Kim Baxter sitting down with Mike and Michelle to work out details as soon as possible. And moving the December board meeting to the 8th so that the board can vote on approval.

G.1 Budget Discussion

Laura Lewis Marchino reported on her meeting with Mark Garcia regarding the release of funds on the financial statements –there was no issue with the budget.

Kim Baxter recommended leaving the "General Operating" line item on the budget as it is easier to have a line item and not spend it than to need it and not have it. The was broad agreement with her conclusion.

2. [Housing Affordability Tool from CSU Extension](#) - Commissioner Marsha Porter-Norton

Marsha Porter-Norton explained the tool, and Patrick Vaughn added that he had also used it. It is an interesting tool but does not tell us much we do not already know.

3. Grants, applications, and submission discussion - Commissioner Marsha Porter-Norton
a) Grant application spreadsheet - Patrick Vaughn,

Marsha Porter-Norton expressed gratitude to Patrick Vaughn for pulling the grant matrix together. Knowing what everyone else is doing is helpful. Patrick Vaughn – if there are changes to be made before the grant writer gets on board, please send them to me. The matrix will be useful for the alliance coordinator.

Eva Henson gave feedback on her pre-application meeting with DoLA regarding the available \$93M in awards. There are 54 letters of intent that have been submitted. It is frustrating that we have to be competitive with our counterparts.

Marsha Porter-Norton also informed the board that there would be another round coming out 1277 and 1304 for additional grant funds and homeless funding.

4. Recurring meeting dates (included in Alliance Admin Contract) - Eva Henson

Eva Henson - made the suggestion to make the RHA meetings reoccurring for ease of scheduling and possibly move them to 2nd Thursday of the month.

The alliance will modify exhibit B of its contract to reflect the change.

The December meeting will be rescheduled for December 8th from 2 pm – 4 pm and will be held in Durango.

H. Presentations and Engagement with Non-RHA Entities

None

I. Member Updates

1. Town of Bayfield

Nicole Killian – We are waiting on some CDOT grants to make highway improvements and pedestrian crossings. In terms of housing, we have an interview with DoLA on the 29th for Cinnamon Heights. We are waiting on funding for a development. There are two multifamily projects – one is voluntarily deed restricting in conjunction with FLC, and the other has a lot of neighbor opposition that we are working on.

Bayfield has a tiny home community under development. We are updating our land use code. We need to make some amendments to our comp plan. We have a grassroots working group. The LPEDA will be talking about economic development to the working group.

2. City of Durango

Eva Henson – the developer TWG, based in Indianapolis, has closed on the Best Western. We have been working with HUD on the \$3M congressional grant. The HUD grant was signed two days before the Best Western closing, narrowly avoiding a red tape requirement. The Gauge apartments will be 89 units on Escalante Dr., with 14 units for rental. Modular construction will begin and is anticipated to finish in October

2023. Another apartment complex has a potential 25 affordable units that are still in negotiation. We are working on homeownership units if we get the DoLA money. We went to the City council for additional funds for a housing innovation position that will be available soon.

3. Town of Ignacio

Clark Craig – Ignacio approved the annexation of south properties on Monday night. Some neighbors were in opposition. The annexation is not quite “shovel ready,” but that can be fast-tracked. The Town has partnered with Ignacio public schools to build a proof-of-concept home on their property with timber age.

4. La Plata County

Marsha Porter-Norton - Thanks to Region 9 for all you did. Our DoLA meeting is Friday. We have three letters of intent (LOIs) we put in. Code work is on the Commissioners’ work plan for 2023. They want to update the code for affordable housing. They will release a notice of funding of \$1M for solutions for the unhoused in the second phase of closing purple cliffs. The goal is to make homelessness as temporary as possible, as there were seven families living in the purple cliffs encampment. This will be ARPA dollars. Four other counties in the recent election passed ballot initiatives to reallocate lodgers’ tax dollars. If we want to do this next year, it could be something the RHA helps us with. We are making significant progress with the Alliance in La Posta. This is a great place where the catalyst fund can help.

5. Member at Large

Patrick Vaughn - belongs to the Urban Land Institute, a think tank that gets together twice a year. They evaluate a project to see what worked and what didn’t. They toured Sun Valley development in Denver S. of the stadium and N. of 6th Ave. They scraped the 333 units and are replacing them with 1,743. Seven hundred eighty-three will be affordable, and the rest is market rate. Well-built units. Takeaways: the development, grants, and tax incentives to build it took ten years. As I mentioned, Denver staff were a big hurdle to overcome. We need to be patient, diligent, and vigilant in this process.

J. Meeting Adjourned at 3:58 pm.

Regional Housing Alliance of La Plata County

Balance Sheet

As of October 31, 2022 - Unaudited, Revised

Oct 31, 22 Notes-revisions made since Nov 17 version

ASSETS

Current Assets

Checking/Savings

Operating Funds (Unrestricted)

1000 - Operating Account 229,036.72

Total Operating Funds (Unrestricted) 229,036.72

Total Checking/Savings 229,036.72

Other Current Assets

1400 - Prepaid Expenses

1400.1 - Prepaid Liability Insurance 263.57 expensed for Aug-Oct to reconcile to actual

Total 1400 - Prepaid Expenses 263.57

Total Other Current Assets 263.57

Total Current Assets 229,300.29

TOTAL ASSETS 229,300.29

LIABILITIES & EQUITY

Equity

2053 - Unrestricted Net Assets 262,509.87 corrected to tie with reviewed financial statements at 12/31/2021.

2054 - Reserved for Emergencies 2,700.00 entry reversed - need documentation of restriction release; \$2700 balance ties with 2021 approved financial statements

Net Income (35,909.58) incorrect postings of restricted net assets to revenues in 2022 reversed.

Total Equity 229,300.29

TOTAL LIABILITIES & EQUITY 229,300.29

Regional Housing Alliance of La Plata County
Profit & Loss Budget vs. Actual
 January through October 2022 - Unaudited, Revised

11/30/2022
 Accrual Basis

	<u>Jan - Oct 22</u>	<u>12 mo Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>	<u>Notes-revisions made since Nov 17 version</u>
Ordinary Income/Expense					
Income					
3215 · EIAF Released from Restricted	0.00	200,000.00	(200,000.00)	0.0%	incorrect postings of restricted net assets to revenues in 2022 reversed.
3000 · Unrestricted Revenues					
3216 · SIPA Digitization Grant	0.00				The \$3000 digitization grant was classified as a restricted unconditional donation and recognized as revenue in 2021
3121 · Interest Income - Bank Accounts	76.26	250.00	(173.74)	30.5%	
Total 3000 · Unrestricted Revenues	<u>76.26</u>	<u>250.00</u>	<u>(173.74)</u>	<u>30.5%</u>	
Total Income	76.26	200,250.00	(200,173.74)	0.04%	
Expense					
4010 · Advertising	1,552.74				
4062 · Computer Hardware & Software	0.00	888.00	(888.00)	0.0%	expensed for Aug-Oct to reconcile to actual
4080 · Liability Insurance	1,318.10	1,582.00	(263.90)	83.32%	
4315 · Professional Services					
4327 · Prof'l Services - Digitization	3,000.00				
4398 · Prof'l Services - Admin Fee	19,000.00	22,800.00	(3,800.00)	83.33%	
4005 · Prof Serv Audit Fees	7,300.00	6,000.00	1,300.00	121.67%	
4322 · Prof'l Services- Legal Fees	815.00	11,000.00	(10,185.00)	7.41%	
4315 · Professional Services - Other	0.00	160,000.00	(160,000.00)	0.0%	
Total 4315 · Professional Services	<u>30,115.00</u>	<u>199,800.00</u>	<u>(169,685.00)</u>	<u>15.07%</u>	
6240 · Miscellaneous	3,000.00	1,000.00	2,000.00	300.0%	
Total Expense	<u>35,985.84</u>	<u>203,270.00</u>	<u>(167,284.16)</u>	<u>17.7%</u>	
Net Ordinary Income	<u>(35,909.58)</u>	<u>(3,020.00)</u>	<u>(32,889.58)</u>	<u>1,189.06%</u>	
Net Income	<u>(35,909.58)</u>	<u>(3,020.00)</u>	<u>(32,889.58)</u>	<u>1,189.06%</u>	

Regional Housing Alliance of La Plata County
Profit & Loss
October 2022

	<u>Oct 22</u>
Ordinary Income/Expense	
Expense	
4080 · Liability Insurance	131.81
4315 · Professional Services	
4398 · Prof'l Services - Admin Fee	1,900.00
4005 · Prof Serv Audit Fees	5,000.00
4322 · Prof'l Services- Legal Fees	275.00
Total 4315 · Professional Services	<u>7,175.00</u>
Total Expense	<u>7,306.81</u>
Net Ordinary Income	<u>(7,306.81)</u>
Net Income	<u><u>(7,306.81)</u></u>

Section F – Decision Items

**FUNDING AGREEMENT FOR
THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS FUNDING AGREEMENT FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY (the “Agreement”) is entered by and between the Board of County Commissioners of La Plata County, Colorado whose address is 1101 E. 2nd Avenue, Durango, CO 81301 (hereafter “La Plata County”), the City of Durango, Colorado whose address is 949 E. 2nd Avenue, Durango, CO 81301 (hereafter “Durango”), the Town of Ignacio, Colorado, whose address is 540 Goddard Avenue, Ignacio, CO 81137 (hereafter “Ignacio”), the Town of Bayfield, Colorado whose address is 1199 Bayfield Parkway, Bayfield, CO 81122 (hereafter “Bayfield”), and the Regional Housing Alliance of La Plata County (hereafter the “RHA”) Durango, CO 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 and cooperate 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 2023 and subsequent years according to the terms of this Agreement.
- E. The Parties desire to support implementation of the La Plata Economic Development Alliance’s Three-Year Workforce Housing Investment Strategy which identifies six pillars that forward housing goals of mutual interest.

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 December 31, 2025.
- 2. **Funding of RHA.**

2.1 2023 Funding Obligations – Generally. La Plata County, Durango, Ignacio, and Bayfield agree to provide funding to RHA for calendar year 2023 in the total aggregate amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00). The Parties agree that the responsibility for funding the obligations set forth in this Section 2.1 will be shared by them in the following amounts and proportions:

2.1.1. Proportional Shares of Funding for 2023. The Parties agree that the responsibility for funding Two Hundred and Twenty-Five Thousand (\$225,000.00), to be used by the RHA for operations, expenses and for mutually agreed upon housing initiatives will be shared by the Parties in the following amounts and proportions:

La Plata County	61 %	\$137,250.00
City of Durango	32 %	\$ 72,000.00
Town of Ignacio	2 %	\$ 4,500.00
Town of Bayfield	5 %	\$ 11,250.00

2.2 2024 and 2025 Funding Obligations – Generally. Subject to the provisions of Section 4 herein regarding annual appropriations, the Parties agree to provide funding to the RHA for calendar years 2024 and 2025 in the amounts and proportions set forth above.

2.2.1. Funding for Project Costs or for Grant Match. Subject to the provisions of Section 4 herein regarding annual appropriations, each year during the term of this Agreement, the Parties may unanimously vote that each Party contribute an additional amount to the RHA to be used for a specific project or purpose. The proportional share will be at the same percentage as identified in 2.1.1.

2.3 Payment Dates. All entities shall make payments for the 2023 calendar year to RHA by February 1, 2023. Subsequent payments shall be made by February 1st of each subsequent calendar year. Additional funding for Project Costs or for Grant Matches will be due as agreed by the Parties.

2.4 Budgetary Surplus. Any surplus of funds that remain at the end of any budget year will be carried over for use by RHA, to the extent permitted by law.

3. Services Provided by the RHA.

3.1 Provision of Services to RHA by Third Parties. RHA may contract with third-parties in order to generate additional operating income for RHA and forward goals identified in the La Plata Economic Development Alliance’s Three-Year Workforce Housing Investment Strategy.

3.2

4. **Appropriations.** Since this Agreement involves the expenditure of public funds, this Agreement is contingent upon continued availability of such funds for payment. Should any party to the Agreement fail to annually appropriate funds for payment of the obligations set forth herein, this Agreement shall automatically terminate and none of the Parties shall have any obligation to provide funding to the RHA for the ensuing calendar year regardless of whether such funds were already appropriated by such Party's governing body.

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 first paragraph of the first page of this Agreement. 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. Venue for any proceeding shall be in La Plata County, 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 the 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.

Regional Housing Alliance
Intergovernmental Funding Agreement

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

Dated this ____ day of _____, 2022

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

Attest:

Deputy County Clerk

Matt Salka, Chair

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Regional Housing Alliance
Intergovernmental Funding Agreement

Dated this _____ day of _____, 2022

CITY OF DURANGO, COLORADO

Attest:

City Clerk

Barbara Noseworthy, Mayor

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Regional Housing Alliance
Intergovernmental Funding Agreement

Dated this _____ day of _____, 2022

TOWN OF IGNACIO, COLORADO

Attest:

Town Clerk

Clark Craig, Mayor

ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES

Regional Housing Alliance
Intergovernmental Funding Agreement

Dated this _____ day of _____, 20

TOWN OF BAYFIELD, COLORADO

Attest:

Town Clerk

Ashleigh Tarkington, Mayor

ADDITIONAL SIGNATURE ON THE FOLLOWING PAGE

Regional Housing Alliance
Intergovernmental Funding Agreement

Dated this _____ day of _____, 2022

**REGIONAL HOUSING ALLIANCE
OF LA PLATA COUNTY**

Attest:

By: _____
Title: _____

AGREEMENT BETWEEN
LA PLATA ECONOMIC DEVELOPMENT ALLIANCE
AND
THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

THIS AGREEMENT (the "Agreement") is entered into this DAY OF DECEMBER 2022, by and between the LA PLATA ECONOMIC DEVELOPMENT ALLIANCE, (hereinafter referred to as the "ALLIANCE" or "Contractor") whose address is 2301 Main Ave., Durango, CO 81301, and the Regional Housing Authority of La Plata County, a Colorado Multi-Jurisdictional Housing Authority, whose address is 295 Girard St, Ste B, Durango, CO 81303 (hereinafter referred to as the "RHA") (and collectively, the "Parties").

RECITALS

WHEREAS, the RHA is in need of a third party to execute on portions of the La Plata County Three-Year Workforce Housing Investment Plan as set forth in the scope of work, Exhibit A and whereas the Alliance would provide those professional services necessary to perform the scope of work.;

WHEREAS, it is the mutual desire of the Parties to set forth their understanding and agreement, in writing, with respect to said obligations:

NOW, THEREFORE, the parties agree as follows:

Retention of Contractor. RHA hereby retains the Alliance to provide the services described in Exhibit A on the terms herein provided.

1. Term of Agreement. Unless terminated earlier by either party hereto, the period during which Contractor shall provide services to RHA under this Agreement shall be from January 1, 2023 until December 31, 2023. This Agreement shall not automatically renew. Both the Alliance and RHA must agree to any renewal terms. The Agreement may also be terminated prior to the end of the term as set forth below

2. Termination. This Agreement may be terminated by either Party, with or without cause, by providing at least 90 days' written notice to the other Party.

RHA may terminate this Agreement immediately without prior notice if any of the following occurs:

- a. Contractor commits a material breach of any provision of this Agreement and thirty days' notice and an opportunity to cure, without curing lapses; or
- b. Contractor commits an act of fraud, dishonesty or any other act of gross negligent, reckless or willful misconduct in providing the services to the RHA violates any other provision of law; or
- c. Contractor fails to commence the work within the RHA calendar dates, Exhibit B, attached to the Contract or in the opinion of RHA the Contractor fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work; or

- d. Contractor discontinues the work; or
- e. Contractor fails to resume work which has been discontinued within a reasonable time after notice to do so.

The Alliance may terminate this Agreement with 30 day's prior notice if any of the following occurs:

- a. RHA Board fails to provide direction, information, and other relevant information needed for the Alliance to provide services in Exhibit A; or
- b. RHA commits a material breach of any provision of this Agreement that remains uncured for 30 days after notice is provided by Contractor.

Upon termination, RHA shall issue the Alliance any payments owed for the annual period, however pro-rated to the date of termination, and the Alliance shall return to RHA all of RHA property, correspondence and records (including copies of RHA computer files), and the parties shall thereafter be relieved from further obligations under this Contract, except for provisions concerning governing law and enforcement, indemnification, and shall maintain confidentiality of RHA passwords, bank accounts, work product, contracts and otherwise maintain confidentiality as per RHA policies, which shall survive termination..

3. Contractor's Duties. Contractor shall furnish the Services to RHA as described in Exhibit A, Scope of Services. The RHA agrees that it will at any time, and from time to time, execute and deliver all documents and instruments, and take all actions as may reasonably be required by the Alliance in order for the Alliance to effectuate and fully carry out its obligations in accordance with the terms of this Agreement.

4. Compensation and Invoices. The compensation paid to the Contractor is to be paid on a schedule and at rates as described in Exhibit A. The Alliance's obligation to perform is condition on RHA payment.

5. Agreement to Perform Services as an Independent Contractor. It is understood through this contract that RHA is contracting with Contractor to provide specific services and this contract should in no way be interpreted that Contractor is an employee of RHA.

Contractor shall perform said services in its own way in the pursuit of its independent calling and not as an employee of RHA and shall be solely responsible for the means and methods and the proper performance of the services in compliance with the terms, requirements, and specifications of this Agreement, however under the general direction of the RHA Board of Directors.. Contractor and any persons employed or retained by Contractor for the performance of services hereunder shall be independent contractors and not employees or agents of RHA. Contractor shall not be under the control of RHA as to the means or manner by which such result is to be accomplished.

Contractor shall have no claim against RHA hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Contractor shall be solely responsible for meeting all applicable withholding, tax, and insurance requirements.

6. Notices. Any notice this Agreement requires must be written and hand-delivered or sent by U.S. Certified mail, return receipt requested, to the parties at the address listed above and also via email, to the following e-mail addresses:

If to the Alliance: admin@yeslpc.com AND michelle@yeslpc.com

If to RHA: by e-mail to each of its then current Board of Directors, with a copy to David Liberman, at dliberman@animas.net.

7. *Assignment.* Neither party shall have the right to assign this Agreement except with the express written consent of the other.

8. *Enforceability.* If any term or provision of this Agreement shall be adjudicated to be invalid, illegal or unenforceable, this Agreement shall be deemed amended to delete the term or provision thus adjudicated to be invalid, illegal or unenforceable and the validity of the other terms and provisions of this Agreement shall not be affected thereby so long as the purposes of this contract can be met.

9. *Governing Law and Enforcement.* The terms and conditions of this Agreement shall be construed, interpreted and enforced in accordance with the applicable laws of the State of Colorado. Any dispute concerning the performance or interpretation of the agreement which cannot be resolved by the designated points of contact or their immediate superiors shall be referred to the party's board of directors. If the matter is not resolved within 45 days after referral, either party may file legal action. If any legal action is necessary to enforce the terms and conditions of this Agreement, the parties agree that the jurisdiction and venue for bringing such action shall be in the appropriate court in La Plata County, Colorado.

10. *Entire Agreement.* The parties agree that this Agreement constitutes the entire Agreement between the parties as to the subject hereof and supersedes any and all prior oral representations, promises, covenants, understandings and other agreements, if any, between the parties and their agents, as to the subject hereof, and this Agreement may not be modified in any manner except by an instrument in writing executed by both parties.

11. *Waiver.* No failure by either party to exercise any right it may have shall be deemed to be a waiver of that right or of the right to demand exact compliance with the terms of this Agreement.

12. *Construction.* This Agreement's final form resulted from review and negotiations among the parties and/or their attorneys and no part of this Agreement shall be construed against any party on the basis of authorship.

13. *Signatory's Authority.* Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject party's authority to so sign and that the subject party will be bound by the signatory's execution of this Agreement.

14. *Funding availability.* This agreement is subject to annual appropriations by each of the parties. Financial obligations of the RHA and performance obligations of the Alliance are contingent upon annual appropriation of funds by their organizations to pay for the scope of work defined in this agreement. The Parties understand and accept that RHA obligations to make any payments, and the Alliance obligations to perform services are

contingent on annual appropriation of funds. The parties represent that funds have been appropriated for the initial one year term of this agreement.

15. 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.

16. Breach of Contract. The prevailing party to any litigation arising out of this agreement shall be entitled to all costs of that action, including reasonable attorney's fees. Notwithstanding, neither party shall be liable for any damages for loss of profits, loss of revenues, loss of goodwill, loss of anticipated savings, loss of data or cost of purchasing, replacement services, or any indirect, incidental, special, consequential, exemplary or punitive damages arising out of its performance or failure to perform under this agreement.

17. Liability Insurance. The Alliance shall maintain its Pinnacol insurance coverages in the amount presently held (at the time of execution of this Agreement) by the Alliance and RHA shall maintain its CIRSA insurance coverages during the term of this contract.

18. Indemnification. Each party, to the extent authorized by law, shall indemnify and hold the other harmless, their agents, employees, and Directors from and against any claim, damages, losses and expenses, including but not limited to attorney's fees and court costs, arising out of or related to that party's own failure to properly perform under this agreement, but only to the extent the failure to perform is caused in whole or in part by the negligent acts or omission of that party, or anyone directly or indirectly employed by that party, and so long as that party did not cause, in whole or in part, the other party not to properly perform. Notwithstanding the foregoing, Alliance shall not be responsible for any errors, omissions, or inaccuracies in books, records, or other materials maintained by RHA and provided to Alliance under this Agreement.

19. Intent. It is the intent of the Parties that all contractual and statutory obligations of the RHA remain those of the RHA and are not assigned to the Alliance and do not become the obligation of the Alliance. This Agreement does not create a joint venture or partnership or merger of the Parties. RHA is and shall remain a separate and distinct entity from the Alliance. The business operations of RHA shall in no way combine with the business operations of the Alliance. The role of the Alliance is merely to assist the RHA Board by supplying the services in Exhibit A. The Alliance is not responsible for the RHA's actions or inactions.

20. Immunity, Multi-Year Obligation, No Financial Obligation Not supported by Current Appropriation. By executing this agreement, RHA does not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act, does not create a multi- year financial obligation, and does not create any other financial obligation not supported by a current appropriation.

List of Exhibits

Exhibit A - Scope of Services and Compensation

Exhibit B –Timeline

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Regional Housing Alliance of La Plata County

Title, Date

La Plata Economic Development Alliance

Title, Date

Exhibit A

La Plata Economic Development Alliance (Alliance) and Regional Housing Alliance (RHA)

2023 Professional Services Scope of Work and Payment for Services

- I. Programs- Alliance will provide the following services, which are as more fully described and detailed in the document entitled La Plata County 3-Year Workforce Housing Investment Strategy, which is incorporated herein by reference.**

- 1. Establish Housing Catalyst Fund - \$23,000**

The Catalyst Fund is a trust resource and is intended to compliment any other trust funds that public partners may create. The fund's objective is to stimulate workforce housing projects and enable them to be realized by helping offset costs that are preventing them from moving forward. The fund has flexibility but is intended to subsidize predevelopment, technical assistance and enable the dedication of inventory to workforce housing. Funding of the Catalyst Fund has been seeded by the Alliance via a grant and a commitment from La Plata County. Additional and matching funds are being sought from private local foundations that are business focused. The Alliance will leverage the RHA programming monies to fund raise and seek grant monies to continue to develop the Catalyst Fund.

The Catalyst Fund - The Alliance will engage in Workforce Housing Density Planning with individual developers based on a created framework and metric to qualify projects to incentivize and offset specific planning costs related to workforce housing.

Objectives:

- Start up Catalyst Fund Committee of 7 members
- Develop rubric of criteria for project approval and application process
- Hire Technical Assistance and Coordinator
- Inventory projects and prioritize them
- Define joint outcomes and build fundraising strategy around them
- Catalyst Fundraising

- 2. Grantwriting - \$40,000**

Funding is required for programming and execution of the three-year workforce housing plan. It will be imperative for public partners and the RHA to have long term sustainable funding sources. Short to midterm there will be several funding opportunities via State and Federal programs aimed at housing initiatives. In order for La Plata County projects to be competitive, we will have to have a multi-jurisdictional approach, have matching funds, like the Catalyst Fund, and projects that are vetted and ready so that there is more confidence in outcomes.

The RHA, as part of their funding strategy, identified tracking of state and federal funding opportunities as a goal of their 2021-2022 funding plan. The RHA member contribution funds can cover the cost of operations but does not have the capacity to implement large-

scale development projects needed to address the deficit of inventory in the regional housing market. Collaborative efforts to seek additional sources of funding is crucial for the success of the three-year housing strategy and the RHA's goals of achieving two or more development projects per year. The Alliance proposes to write grants and prospect for and track funding opportunities at a state and federal level that can help the RHA reach their development project goal. The Alliance will work with public and private partners to apply for no less than three large scale (\$500k and up) grants per year.

Objectives:

- Grant prospecting and tracking
- Grant writing and collaboration with public partners
- Apply for 3 large-scale grants in 2023 (\$500k and up)

3. Rental Assistance - \$15,000

Rental assistance is a significant pillar of workforce housing. Creating inventory is the ultimate objective but enabling workforce to enter long term leases is something that can be addressed short term. The Alliance has started a pilot project and expects to leverage this and any other program a public partner may have to propagate a program to all areas in the County.

Objectives:

- Create Programming from Pilot and work with public partners to incorporate programs
- Work with employers to create rental assistance program for FTEs

4. Fast Track - \$5,000

The Alliance will seek to coordinate with each public partner on what type of efficiencies in entitlement and planning can be gained for projects supported via the Catalyst Fund. The objective is to identify project that align with community priorities and therefore have them on an "Fast Track" if certain parameters are met. There are indications that grants are going to ask for efficiencies and even provide funding to help with process improvement. It would benefit all public partners to have the same definition of workforce and affordable housing and for the County to begin work on this section of the land use code to be aligned with the other public partners as well.

Objective:

- Alliance will work with public partners to develop fast track opportunities

5. Project Coordinator – \$77,500

The project coordinator will be an employee of the Alliance that is hired specifically to prioritize and implement strategies, track and report progress, and plan for future opportunities related to implementing the La Plata County 3-Year Workforce Housing

Investment Strategy. The project coordinator will work full time in that capacity. The project coordinator will be responsible for facilitating the catalyst fund committee, and also managing RHA grants, and implementing the three-year workforce housing strategy. The project coordinator will track and report on progress and engage in public outreach to garner continued support for housing and development.

Objectives:

- Manage Catalyst Fund Committee/application and funding
- Inventory All Projects and prioritize
- Inventory Grants and create funding timeline
- Coordinate and Facilitate Employer Focus Group Series
- Coordinate with Public Partner Housing Resources
- Manage all awarded projects
- Oversee public outreach and support generation

6. Operational Structure - \$17,500

The Alliance will start up the basic level of operational structure that is required to support the Board of Directors of the RHA. This is different than the administrative support and includes operational costs such as obtaining a lease for a physical location, a digital presence, a brand, and to cover in part Alliance operational costs such as legal and insurance.

Objectives:

- Professional service to start up Office, Internet, Phone and Printing Costs (1 Year lease with option for 2 more years)
- Website Development and Management

7. Budget Total: \$178,000 for the entire one year term.

8. Payment Schedule: \$14,833.33 paid to the Alliance on the first of each month during the term of the contract for each month the contract is in effect.

La Plata County Regional Housing Alliance

Date

La Plata County Economic Development Alliance

Date

Exhibit B

Timeline of La Plata Economic Development Alliance Performance on Professional Service Contract for Regional Housing Alliance related to Three Year Housing Plan

Project Coordinator

Hire and Train December 2022

Operations

Office Jan 2023 1 Year Lease with 2 Year Option

Web Development– Q1 2023

Web Deployment and Updates– Q2-Q4 2023

Rental Assistance Program

Development Q1 2023

Deployment Q2-Q4 2023

Fast Track

Evaluation Q1 2023

Implementation Q2-Q4 2023

Grant

Inventory and Tracking – Dec 2022-Q4 2023

Grant Writing – Begin Q1 2023

Catalyst Fund

Committee- Dec 2022

Orientation and Rule Making Q1 2023

Project Application, Evaluation and Funding – Q1 2023-Q4 2023

Fundraising and Foundation Commitment Q1 2023

Contract Housing Consultant for SOW on Catalyst Fund Fundraising, Rule Making and Grant Writing Dec 2022



RESOLUTION NO. 2022-01

(Pursuant to 29-1-108, C.R.S.)

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES AND ADOPTING A BUDGET FOR THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2023 AND ENDING ON THE LAST DAY OF DECEMBER, 2023.

WHEREAS, the Board of Directors of the La Plata County Regional Housing Authority (The Board) has appointed Mark Garcia, to prepare and submit a proposed budget to said governing body at the proper time; and,

WHEREAS, Mark Garcia submitted a proposed budget to this governing body on, for its consideration; and,

WHEREAS, upon due and proper notice, published or posted in accordance with the requirements of Colorado law, said proposed budget was open for public inspection at a designated place, a public hearing was held on December 8, 2022, and interested taxpayers were given the opportunity to file or register any objections to said proposed budget; and,

WHEREAS, in determining the level of expenditures to be budgeted, consideration has been given to the appropriateness of the request, as well as the amount of revenue available. The level of funding set forth in the budget is an action that is within the discretion of the Board of Directors. The Board of Directors exercised its lawful discretion in establishing the 2023 budget having taken into consideration all of the funding requests received, as well as the overall requirements of the Regional Housing Authority's level of available revenue.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Regional Housing Alliance of La Plata County:

SECTION 1. Does hereby adopt said 2023 Budget as set forth in Exhibit A attached hereto, made a part hereof, and incorporated herein by reference, sets forth the expenditures and revenue

for each fund for the Regional Housing Alliance, as well as each function and object of expenditure authorized for such funds.

SECTION 2. The budget hereby approved and adopted shall be signed by the Chair of the Board of Directors and made a part of the public records of the Regional Housing Authority.

ADOPTED IN DURANGO, LA PLATA COUNTY, COLORADO this 8th day of December, 2023.

BOARD OF DIRECTORS
REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

A handwritten signature mark consisting of a large 'X' shape, positioned above a horizontal line.

Kim Baxter
Board Chair

