

## **SIXTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY**

THIS SIXTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT is entered into as of the Effective Date defined below by and among the BOARD OF COUNTY COMMISSIONERS OF LA PLATA COUNTY, COLORADO, whose address is 1101 E. Second Avenue, Durango, CO 81301 ("La Plata County"); the CITY OF DURANGO, whose address is 949 E. 2nd Avenue, Durango, CO 81301 ("Durango"); the TOWN OF IGNACIO, whose address is 540 Goddard Avenue, Ignacio, CO ("Ignacio"); and the Town of Bayfield, Colorado, whose address is 1199 Bayfield Parkway, Bayfield, Colorado ("Bayfield") (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 local governments to cooperate or 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. La Plata County, Durango, and Ignacio previously entered an Intergovernmental Agreement (hereafter the IGA) effective August 8, 2004 to create a multijurisdictional housing authority entitled the La Plata County Regional Housing Authority (the "Authority"). The IGA has been amended by the following: First Amendment (dated - Oct. 23, 2007), Second Amendment (dated - Nov. 7, 2008), Third Amendment (dated - March 7, 2011), Fourth Amendment (dated - January 14, 2014) and Fifth Amendment (dated 2017). The name change from "Authority" to "Alliance" was in the First Amendment. The Town of Bayfield was added as a party in the Second Amendment. The Third Amendment and The Fourth Amendment revised the Number and Qualifications of Directors and Term of Office. The Fifth Amendment anticipated that the Authority would wind down its operation and go dormant for a period of four years. The parties affirm the Authority was not terminated or rescinded and continues to exist until terminated or rescinded as per section 6.1 of the IGA.
- D. Per section 7.2 of the IGA: This Agreement may be amended or supplemented only by an instrument in writing executed by all parties to the agreement.
- E. The Authority has decided to re-examine its focus in addressing the needs for middle income/workforce housing (MIWH). As part of this process, the Authority wishes to amend its governance structure and increase the number of board members in Section 3.1 of this Agreement.
- F. It is anticipated that the Authority will develop a strategic plan that focuses (not exclusively) on the preservation of existing and development of new MIWH product for workers in the 80 to 120 AMI. The Parties anticipate that the efforts of the Authority will include land acquisition, public private partnerships for development projects and active pursuit of projects consistent with the strategic plan. An annual funding agreement shall be entered into each year as part of the annual budgeting process of each party to provide funds for the basic administrative and other costs of the Authority.
- G. This Sixth and restated Agreement has been approved by Resolution of the Authority Board of Directors (Resolution 2021-06, adopted November 4, 2021).

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

## **ARTICLE I ESTABLISHMENT OF AUTHORITY**

Section 1.1 Affirmation of the Authority. The parties hereby reaffirm the legal existence of a multijurisdictional housing authority known as the "Regional Housing Alliance of La Plata County".

Section 1.2 Purpose. The purpose of the Authority shall be to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs in La Plata County, including the incorporated jurisdictions, to provide: (a) dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income; (b) MIWH housing projects or programs for employees of employers located within the jurisdiction of the Authority; and (c) mixed income or mixed use properties that facilitate either of the purposes set forth in Section 1.2(a) or (b) herein, but subject to the restrictions set forth in Section 2.1(c).

Section 1.3 Functions or Services. The functions and services of the Authority may include but are not necessarily limited to the following:

- a. Advise local governments of the practical applications of local housing policy and infrastructure needs;
- b. Ensure compliance with the Authority's policies and procedures by the Authority's project participants;
- c. Review development proposals that may require Authority participation;
- d. Facilitate partnerships to create housing;
- e. Allocate funds for eligible housing projects;
- f. Facilitate the establishment of a housing land trust;
- g. Identify and facilitate the acquisition of vacant land that may be developed for MIWH housing and/or low or moderate income housing;
- h. Identify financing opportunities;
- i. Propose ballot initiatives;
- j. Acquire existing housing or property to assure retention of or conversion to MIWH housing stock and/or low or moderate income housing;
- k. Acquire land and obtain development approvals;
- l. Issue requests for proposals for private sector and non-profit entities to build MIWH housing and/or low or moderate income housing;
- m. Rehabilitate existing housing.

Section 1.4 Boundaries. The boundaries of the Authority are coterminous with the boundaries of the separate governmental entities that comprise the Authority, and shall remain so unless said boundaries are modified by the Authority.

Section 1.5 Separate Entity. The Authority is a political subdivision of the state, a governmental authority separate and apart from the parties, was validly created and is an existing political subdivision and public corporation of

the state, irrespective of whether a party to this Agreement terminates its participation (whether voluntarily, by operation of law, or otherwise) in the Authority subsequent hereto under circumstances not resulting in the rescission or termination of this Agreement establishing the Authority. It has the duties and the privileges, immunities, rights, liability and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in this Agreement and in the manner provided in C.R.S. § 43-4-616. The bonds, notes and other obligations of the Authority are not and shall not be the debts, liabilities or obligations of the parties.

Section 1.6 Term. The term of the Authority is continuous until terminated or rescinded in the manner set forth in Section 6.1.

## **ARTICLE II POWERS**

Section 2.1 Powers of Authority. The Authority shall continue to have the following general powers:

- a. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects and programs pursuant to a multijurisdictional plan within the means of families of low or moderate income;
- b. To plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate MIWH housing projects or programs for employees of employers located within the boundaries of the Authority;
- c. To plan, finance, acquire, construct, reconstruct or repair, maintain or manage multi-use and mixed use projects provided such projects have a predominant affordable housing component and, in the event that a project contains a component or components that are commercial in nature, that such components are incidental to the scope of the entire project. Notwithstanding the foregoing, the Authority shall not directly or indirectly operate any business or commercial activity in any multiuse or mixed use project except to act as a landlord or property manager for the property and in the event the Authority acts in such capacity, the properties let or managed shall be offered by the Authority on terms not more or less favorable than those afforded by property owners within the surrounding vicinity for similarly situated properties;
- d. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations also involved in providing such housing projects or programs or the financing for such housing projects or programs, irrespective of whether such agencies are parties to this Agreement;
- e. To employ agents and employees;
- f. To cooperate with state and federal governments in all respects concerning the financing of such housing projects and programs;
- g. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
- h. To condemn property for public use, if such property is not owned by any governmental entity or any public utility and devoted to public use pursuant to state authority; provided, that the Authority has obtained the prior written consent of the party or parties having jurisdiction over the property to be

condemned;

i. To levy, in all of the area within the boundaries of the Authority, a sales or use tax, or both, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, as more fully described in Section 4.3 of this Agreement;

j. To levy, in all of the area within the boundaries of the Authority, an ad valorem tax, as more fully described in Section 4.4 of this Agreement;

k. To establish, and from time to time increase or decrease, a development impact fee and collect such fee from persons who own property located within the boundaries of the Authority who apply for approval for new residential, commercial, or industrial construction in accordance with applicable ordinances, resolutions, or regulations of any county or municipality, as more fully described in Section 4.5 of this Agreement;

l. To incur debts, liabilities, or obligations;

m. To sue and be sued in its own name;

n. To have and use a corporate seal;

o. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;

p. To adopt, by resolution, bylaws or regulations respecting the exercise of its powers and the carrying out of its purposes;

q. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in this Agreement;

r. To do and perform any acts and things authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, under, through, or by means of an agent or by contracts with any person, firm, or corporation;

s. To establish enterprises for the ownership, planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, or operation, or any combination of the foregoing, of housing projects or programs authorized by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by any other applicable law, on the same terms as and subject to the same conditions provided in C.R.S. § 43-4-605, as it may be amended from time to time; and

t. To propose a referred measure to the electorate providing that the Authority is authorized to collect and spend or reserve all revenues of the Authority from existing property and sales or use taxes, non-federal grants and other revenue sources in any given year or in perpetuity to fulfill any of the prescribed purposes of the Authority, notwithstanding any limitation set forth in Article X, Section 20 of the Colorado Constitution.

### ARTICLE III ADMINISTRATIVE PROVISIONS

Section 3.1 Board of Directors. The Authority is currently governed by a Board of Directors, in which all legislative power of the Authority are vested.

a. *Number and Qualifications of Directors*. After the Effective Date of this Agreement, the Board of Directors shall be comprised of nine board members. Each of the entity parties shall appoint two members to the Board of Directors. It is the intent of the parties that the appointments from each entity either be a high-level administrative staff member of that entity or elected official, if possible. If an elected official or administrative staff member cannot serve on behalf of any entity, then that entity may appoint any person with an interest in MIWH housing to serve as a member of the Board of Directors on behalf of that entity. In addition, the Board of Directors of the Authority by majority vote of the other party appointed members shall select one additional board member at large who has experience or expertise in areas related to the services provided by the Authority, such as real estate, banking, finance, legal or social services. All members of the board must be residents of, or employed in, La Plata County and be at least 18 years old at the time of their appointment.

b. *Appointments*. It is recognized that an entity may have difficulty in appointing a board member, so any member entity may relinquish its right to appoint a board member when there is a vacancy in a board seat to be appointed by that entity. If an entity fails to appoint a board member within sixty days of the date when the vacancy began, then the appointing entity shall be deemed to have relinquished the right to appoint that board member's seat for the applicable term of the seat. Any relinquished seat shall be filled by the majority vote of the Authority's Board of Directors. The entity that relinquished its right to appoint a board member shall again have the right to appoint a member when there is a vacancy in that seat for any reason, including the end of the term or a resignation.

c. *Term of Office*. The current directors of each entity shall continue to serve until such time as the appointing entity makes the appointments referenced in Section 3.1(a). Each party shall establish the term of office of the board members appointed by that party, and the term of office for each board member shall be communicated to the Authority. The term for the appointed at-large member shall be three (3) years but such board member shall serve until his/her successor is appointed by the other members of the Board of Directors. The parties may strive to make appointments in a fashion that will maintain a reasonable stagger to the terms of Directors to avoid having more than three new directors in any year. A Board member may be reappointed by any party for successive terms.

d. *Resignation or Removal*. Any board member may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Each member of the Board serves at the pleasure of his or her appointing entity. The appointing entities may terminate the appointment of its appointee, at will at any time without cause. Furthermore, unless excused by the Board, if a director fails to attend three consecutive meetings of the Board, or otherwise fails to perform any of the duties devolving upon them as a director, they may be removed by the Board and the appointing entity shall fill such vacancy within sixty (60) days after such removal. Consideration of removal of a director by the Board shall be at a regular or special

meeting of the Board, reasonable notice of which shall be given to the director to be removed, and to the entity which appointed them.

e. *Compensation of Directors.* Directors shall receive no compensation for services, but shall be entitled to the necessary expenses, including traveling expenses, incurred in the discharge of their duties.

f. *Action by Board.* Each member of the Board shall have one vote on matters brought before the Board. A majority of the directors shall constitute a quorum and a majority of the quorum shall be necessary for any action taken by the Board. Notwithstanding the foregoing, or any other provision herein to the contrary, the following actions shall require the approval of seventy-five percent (75%) of the full board of directors: (i) condemnation of property for public use; (ii) proposal of ballot initiatives; (iii) the removal of a director under Section 3.1(d) herein; and (iv) termination of the Authority. Meetings of the Board of Directors shall be open to the public and conducted in accordance with the C.R.S. 24-72-201 *et seq.*

g. *Duties of Board.* The directors shall govern the business and affairs of the Authority. The directors shall also comply with all provisions of parts 1, 5, and 6 of article I of title 29 of the Colorado Revised Statutes, which provisions relate to the obligations of local governments with respect to budgets, accounting, and audits, as such provisions may be amended from time to time.

Section 3.2 Officers. The officers of the Authority shall be a President, a Vice President, a Secretary, and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary. The Secretary and Treasurer need not be a director of the Authority.

a. *Election and Term of Office.* The officers of the Authority shall be elected annually by the Board at the January meeting or first meeting of the calendar year. Each officer shall hold office until his/her successor shall have been duly elected and shall have been qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided.

b. *Resignation or Removal.* Any officer may resign at any time, effective upon receipt by the Secretary or the President of written notice signed by the person who is resigning. Any officer or agent may be removed by the Board whenever in its judgment the best interests of the Authority will be served thereby

c. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

d. *Duties.*

(i) *President:* The President shall be the principal executive officer of the Authority and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of

the Authority; shall, when present, preside at all meetings of the Board of Directors; may sign, with the Secretary or any other proper officer of the Authority deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Authority, or shall be required by law to be otherwise signed or executed; and in general shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

(ii) *Vice President.* In the absence of the President or in the event of his or her death, inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as 'from time to time may be assigned to him by the President or by the Board of Directors.

(iii) *Secretary.* The Secretary shall: (a) keep the minutes of the proceedings of the Board of Directors; (b) see that all notices are duly given in accordance with the provisions of the C.R.S. 24-72-201 *et seq* and this Agreement or as otherwise provided by law; (c) sign with the President; (d) and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or by the Board of Directors.

(iv) *Treasurer.* The Treasurer shall be the financial officer for the Authority and shall: (a) coordinate with the department of revenue regarding the collection of sales and use tax authorized pursuant to paragraph (f.1) of subsection (3) of C.R.S. § 29-1-204.5; (b) have charge and custody of and be responsible for all funds of the Authority; (c) receive and give receipts for moneys due and payable to the Authority from any source whatsoever, and deposit all such moneys in the name of the Authority in such banks, trust companies or other depositories as designated by the Board of Directors; (d) and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors. All checks written from an Authority bank account over \$10,000 shall require the signature of the Treasurer and a single member of the Board of Directors or the signature of two members of the Board of Directors.

Section 3.3 Committees. The Board of Directors may create such committees as it deems necessary or appropriate in order to carry out the affairs of the Authority.

Section 3.4 Conflicts of Interest. No member of the Board nor any immediate member of the family of any such member shall acquire or have any interest, direct or indirect, in any property or project acquired, held, leased or sold by the Authority; or any entity with whom the Authority has contracted with to plan, finance, construct, reconstruct, repair, maintain, manage or operate any property, project or program related to the Authority. Any Board member having such an interest, whether direct or indirect, shall immediately disclose the same in writing to the Board of Directors, and such disclosure shall be entered upon the minutes of the Board. Upon such disclosure, such Board member shall not participate in any action by the Board affecting the project, property, or contract unless the Board determines that, in light of such personal interest, the participation of such member in any such act would not be contrary to the public interest.

Section 3.5 Insurance. The Authority shall purchase and maintain at all times an adequate policy of public entity

liability insurance, which insurance shall at the minimum provide the amount of coverage described in C.R.S. § 24-10-115(1), including errors and omissions coverage. The Authority may purchase such additional insurance as the Board deems prudent. The Authority's employees acting within the scope of their employment shall be indemnified pursuant to C.R.S. § 24-10-110.

## **ARTICLE IV SOURCES OF REVENUE**

Section 4.1 Sources of Revenue. The expected sources of revenue for the Authority may include, but are not limited to the following:

- a. federal, state, local and private grants or donations;
- b. property management fees;
- c. rents or other lease income;
- d. interest on interest-bearing accounts;
- e. proprietary revenue of the parties in accordance with this Agreement;
- f. sales and/or use taxes levied in accordance with this Agreement and other applicable law;
- g. ad valorem taxes levied in accordance with this Agreement and other applicable law;
- h. development impact fees imposed in accordance with this Agreement and other applicable law; and
- i. other revenue or general obligation bonds issued in accordance with applicable law.

Section 4.2 Prerequisites for All Tax Levies and Impact Fees. The Authority shall not establish or increase any tax or development impact fee unless first submitted to a vote of the registered electors of the Authority in which the tax or development impact fee is proposed to be collected. Moreover, prior to levying any tax or imposing any development fees on any property within the boundaries of the Authority, the Board of Directors shall:

- a. Adopt a resolution determining that the levying of such taxes or fees will fairly distribute the costs of the Authority's activities among the persons and businesses benefited thereby and will not impose an undue burden on any particular group of persons or businesses; and
- b. Obtain the prior written consent of the governing party or parties having jurisdiction over the property on which the taxes or fees are proposed to be levied or imposed.

Section 4.3 Sales and Use Taxes. Any sales or use tax imposed or levied by the Authority on any transactions within the boundaries of the Authority shall not exceed the rate of one percent, upon every transaction or other incident with respect to which a sales or use tax is levied by the state, excluding the sale or use of cigarettes. Prior to levying any sales or use tax, the Authority shall designate a financial officer who shall coordinate with the Colorado Department of Revenue regarding the collection, administration, and enforcement of any sales and use tax to be levied in the manner established by C.R.S. § 29-1-204.5, as it may be amended from time to time, and by other applicable law. The Authority shall apply the proceeds of all sales or use taxes solely towards the purposes, functions, or services authorized by this Agreement.

Section 4.4 Ad Valorem Taxes. The Authority may levy an ad valorem tax on all properties within the Authority's boundaries of the Authority at a rate not to exceed five mills on each dollar of valuation for assessment of the taxable property within such boundaries. To levy an ad valorem tax, the Board shall certify to the La Plata County Board of County Commissioners the levy of ad valorem property taxes in accordance with the schedule prescribed



by C.R.S. § 39-5-128, as it may be amended from time to time. Thereafter, La Plata County shall levy and collect the ad valorem taxes in the manner prescribed by law. All taxes levied under this Section 4.4, together with interest thereon and penalties for default in payment thereof, and all costs of collecting them shall constitute, until paid, a perpetual lien on and against the property taxed, and such lien shall be on a parity with the tax lien of other general taxes.

Section 4.5 Development Impact Fees. The Authority shall not impose a development impact fee unless it also imposes a sales or use tax pursuant to Section 4.3, or an ad valorem tax pursuant to Section 4.4, or both. No development impact fee imposed by the Authority shall be imposed on the development, construction or permitting of low or moderate income housing or MIWH employee housing. Any development impact fee imposed by the Authority shall not exceed the rate of two dollars per square foot of gross floor living area of any building constructed thereon

Section 4.6 Other Sources of Revenue. The parties may make monetary and in-kind contributions to the Authority. If the parties make monetary contributions to the Authority, they shall enter into a funding agreement describing the same. The parties acknowledge that such funding may not be adequate to completely fund the Authority. Funding from each party shall be subject to annual availability and appropriation by the governing body of each jurisdiction. In addition to the foregoing, the parties may, from time to time, pay the Authority with proprietary revenues or other public funds for services rendered or facilities provided by the Authority, as contributions to defray the cost of any purpose set forth in this Agreement, and/or as advances for any purpose which may be subject to repayment by the Authority.

## **ARTICLE V AUTHORITY PROPERTY**

In the event of termination or dissolution of the Authority, all right, title and interest of the Authority in General Assets (as hereinafter defined) shall be conveyed to the jurisdictions that are parties to this Agreement at the time of termination, as tenants-in-common subject to any outstanding liens, mortgages, or other pledges of such General Assets. The interest in the General Assets of the Authority conveyed to each party shall be that proportion which the total dollar amount paid or contributed by such jurisdiction to the Authority for all purposes during the life of the Authority bears to the total dollar amount of all such payments and contributions made to the Authority by all such jurisdictions during the life of the Authority. The term "General Assets" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

## **ARTICLE VI TERMINATION OR ADDITIONAL MEMBERS**

Section 6.1 Termination of Authority. This Agreement may be terminated by the approval of seventy-five percent (75%) of the full Board of Directors or when fewer than two parties are willing to remain as parties to this Agreement. Upon termination, each party hereto shall be released from all further liability and obligations hereunder. Notwithstanding the foregoing, the right of the Board or the parties to terminate this Agreement shall be abrogated if the Authority has bonds, notes or other obligations outstanding at the time of the proposed termination unless provision for full payment of the same has been made by escrow or otherwise.

Section 6.2 Termination of Participation. Any party may terminate its participation in this Agreement as of the end of any calendar year by giving at least 90 days' written notice to the other parties provided that such withdrawing party shall pay all of its obligations hereunder or any effective funding agreement to the effective

date of the termination of its participation.

Section 6.3 Amendment to Provide for Additional Members. This Agreement may be amended to add one or more additional parties upon: (a) resolution of the Board of Directors providing for such amendment; and (b) approval of such amendment by the governing body of the prospective additional party and each then-existing party.

## **ARTICLE VII GENERAL PROVISIONS**

Section 7.1 Effective Date. The Effective Date of this Agreement shall be the date of the last party to sign.

Section 7.2 Entire Agreement. This Agreement embodies the entire agreement about its subject matter among the parties and supersedes all prior agreements and understandings, if any, and may be amended or supplemented only by an instrument in writing executed by all parties to this Agreement.

Section 7.3 No 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.

Section 7.4 Signatory Authority. Each person signing this Agreement in a representative capacity, expressly represents 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. Each party expressly represents that except as to the approval specifically required by this Agreement, such party does not require any third party's consent to enter into this Agreement.

Section 7.5 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one original Agreement.

Section 7.6 Severability. 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 therefrom 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

Section 7.7 Notices. Except as otherwise provided in this Agreement, all notices or other communications by the Authority or any party hereto, any Board member or officer shall be in writing; shall be sufficiently given and shall be deemed given when actually received.

Section 7.8 Interpretation. Subject only to the express limitations set forth herein, this Agreement shall be liberally construed (a) to permit the Authority and the parties to exercise all powers that may be exercised by a multijurisdictional housing authority pursuant to Colorado law; (b) permit the parties hereto to exercise all powers that may be exercised by them with respect to the subject matter of this Agreement and applicable law; and (c) to permit the Board of Directors to exercise all powers that may be exercised by the board of directors of a multijurisdictional housing authority pursuant to Colorado law and by the governing body of a separate legal entity created by contract among the parties pursuant to C.R.S. § 29-1-203.

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

Dated this 9<sup>th</sup> day of November, 2021

BOARD OF COUNTY COMMISSIONERS  
OF LA PLATA COUNTY, COLORADO

Attest:

Elizabeth Duff  
Clerk to the Board



Marsha Porter-Norton  
Marsha Porter-Norton, Chair

**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Dated this 6<sup>th</sup> day of Dec., 2021 CITY OF DURANGO, COLORADO

Attest:

  
City Clerk

  
Kim Baxter, Mayor



**ADDITIONAL SIGNATURES ON THE FOLLOWING PAGES**

Dated this 1<sup>st</sup> day of November, 2021 TOWN OF IGNACIO, COLORADO

*Attest:*

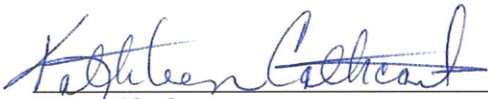
  
Town Clerk

  
Stella Cox, Mayor

Dated this 9<sup>th</sup> day of November, 2021

TOWN OF BAYFIELD, COLORADO

*Attest:*

  
Town Clerk

  
Ashleigh Tarkington, Mayor