COPY

RESOLUTION NO. 2003- 16

A RESOLUTION APPROVING THE ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

WHEREAS, the Town of Castle Rock, Douglas County, and Lone Tree have experienced rapid growth over the last decade and, consequently the demand for attainable housing has grown to exceed the available supply; and

WHEREAS, there has been a concern expressed by the business community, public officials, and others that there is insufficient workforce housing for workers such as teachers, firefighters, retail, and daycare workers, in these jurisdictions; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan; and

WHEREAS, C.R.S. Section 29-1-204.5 provides for the establishment of a separate governmental entity to be known as a Multijurisdictional Housing Authority; and

WHEREAS, Castle Rock, Lone Tree, and Douglas County have agreed to terms by which to create a Multijurisdictional Housing Authority to accomplish the purposes described above.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. __Approval__. The Establishing Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority by and between the Town of Castle Rock, City of Lone Tree, and Douglas County in the form attached as ***Exhibit 1*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town of Castle Rock, Colorado.

PASSED, APPROVED AND ADOPTED this 10th day of February, 2003, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 6 for and 0 against.

ATTEST:

Sally A. Misare

Sally A. Misare Town Clerk

TOWN OF CASTLE ROCK

Millie S. Bennett

Millie S. Bennett, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

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TOWN OF
CASTLE ROCK
COLORADO

To: Mayor Bennett and Town Council

From: Rita Gerou, Deputy Director of Development Services

Thru: Kathleen Sellman, Assistant Town Manager

Date: February 5, 2003

Re: Douglas County Housing Authority IGA

Attached is the proposed Douglas County Multi-Jurisdictional Housing Authority Intergovernmental Agreement (IGA) and the resolution to approve this agreement.

This IGA will provide an incredible opportunity to coordinate attainable housing strategies in Douglas County. The member communities include Castle Rock, Lone Tree and Douglas County at this time. The agreement will also be capable of incorporating additional members in the future. Members will also have the option of withdrawing should the need arise. Attainable housing programs require regional strategies to be effective. This agreement will authorize the formation of a regional serving program that will also individually improve Castle Rock's abilities to provide housing for it's workforce – the firefighters, police, planners, service people, etc. But, the agreement goes beyond individual communities needs and recognizes that we can coordinate efforts and serve the larger Douglas County region's housing needs. By combining efforts, we can serve a larger number of people and a larger area at less cost.

The IGA sets forth the establishment of the governing board who will be comprised of two of each of the member jurisdiction's Council members or designees. A management committee will be appointed by the governing board. This committee will be made up of a diverse group of members with specific housing related skills and expertise. A director will also be hired to run the day to day operations of the housing board. The IGA also contains the budget. It is intended that the member jurisdictions will need to contribute to the costs for up to three years. Our annual contribution is $33,333.33. After the three year period, it is anticipated that federal funds will support the board's activities. The IGA also details the powers, functions and duties of the board. Although the IGA's focus is on coordinated attainable housing strategies, it does not sacrifice the Town's ability to function independently in key areas such as taxing, housing incentives, development processing and condemnation.

The work on this IGA has been accomplished by tireless efforts and huge contributions by Councilman Bill Shaneyfelt, Town Manager Mark Stevens, and Deputy Town Attorney Deanne Durfee. Jeff Watson, Advance Planning Manager for Douglas County, has lead this exemplary effort and provided strong leadership and guidance throughout the entire process. We believe this IGA is an agreement to be proud of and will serve the Town and County well in its efforts to provide an unfulfilled need in our community and region.

COPY

DATE: February 4, 2003

TO: Mike Maxwell, Chairman
Douglas County Board of County Commissioners

FROM: Jeffrey D. Watson, Advance Planning Manager
Betty Allen, Assistant Director

RE: **Intergovernmental Agreement to Establish the Douglas County Housing Partnership**
Project File No. MI01-008

BOARD OF COUNTY COMMISSIONERS MEETING — February 11, 2003

A. REQUEST:

An Intergovernmental Agreement between Douglas County, the Town of Castle Rock, and the City of Lone Tree to establish the Douglas County Housing Partnership, a Multijurisdictional Housing Authority.

B. STAFF RECOMMENDATION:

Approval

C. PROJECT SUMMARY

The Colorado Revised Statutes (C.R.S.) 29-1-204.5 provides for the establishment of a multijurisdictional Housing Authority via an IGA. The statute requires that the terms for creating and operating such an entity to be incorporated in the IGA establishing the Authority. The County, the Town of Castle Rock, the City of Lone Tree, and the Town of Parker have been negotiating the terms of the IGA over the past 14 months. The County, the Town of Castle Rock, and the City of Lone Tree have concluded an agreement; the Town of Parker is considering joining the Authority in the future. The entity is to be named the Douglas County Housing Partnership, a Multijurisdictional Housing Authority.

1. Purpose: The purpose of the Authority is to plan, finance, acquire, construct, reconstruct or repair, maintain, manage, and operate housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

2. Governance: The Authority will be governed by a Board of Directors and a Management Committee appointed by the Board.

   a. Board of Directors:

      The Board will consist of two elected officials or their representatives from each member jurisdiction. The general duties of the Board are the following:

      - appointment of the Management Committee;
      - create policy for the Housing Authority;
      - establishing Bylaws for the duties and conduct of the Board and Management Committee;
      - adopt the annual budget;
      - provide for annual audit to be presented to each Member;
      - approve the annual work program; and
      - establish project/program thresholds.

   b. Management Committee:

      The Management Committee will consist of 8 to 12 members (to be determined by the Board) with specific skills, such as attorney, financial/banking professional, low and moderated income advocate, and real estate developer. The general duties of the Board are the following:

      - oversee administration;
      - provide specific operational and management input;
      - provide specific project/program input and guidance;
      - identify projects; and
      - deal with personnel management.

3. Powers and Functions of the Housing Authority:

   All powers and functions granted via the IGA are to be used at the discretion of the Board of Directors and as delegated to the Management Committee. These are summarized as follows:

   a. Powers

      - To plan, finance, acquire, construct, manage, and operate housing for families of low or moderate income, and employees of employers located within the jurisdiction of the authority
      - To cooperate with state and federal governments concerning housing projects and programs
      - To acquire, hold, lease, sell, or otherwise dispose of any real or personal property
      - To condemn property for public use
      - Levy a sales or use tax, according to state law
      - Levy an ad valorem tax
      - Issue revenue or general obligation bonds

b. Functions

- Permanent Staff / Services
- Homeownership and rental assistance programs
- Conduit for Private Community Non-Profit programs
- Administer Section 8 programs
- Administer CDBG and HOME Funding
- Create public/private partnerships
- Development Coordinator / Expediter
- Public Affairs
- Housing Laws and Regulations

4. Revenues/Budget:

During the first three years, the Authority's primary source of revenue will be from the Member Jurisdictions. The budget is proposed to be two hundred thousand dollars ($200,000.00) per year. The funding during the first three years shall be provided as follows:

Member	Percentage of Total Annual Budget
Douglas County Government	66.666
Town of Castle Rock	16.666
City of Lone Tree	16.666

During the first three years of operation, the Authority will apply for, and anticipates receiving, Federal funds sufficient to support the activities of the Authority in the future. In addition, the Authority expects to derive revenues from management fees and similar service charges related to programs and projects.

D. ATTACHMENTS

1. Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority
2. Draft Operations Planning Outline and Schedule

Exhibit A

Douglas County Housing Partnership

A Multijurisdictional Housing Authority

Proposed Initial Three Year Budget

February 3, 2003

	Year One	Year Two	Year Three
	$ 200,000.00	$ 200,000.00	$ 200,000.00
Sources of Revenue			
Douglas County	$ 133,333.33	$ 133,333.33	$ 133,333.33
Castle Rock	$ 33,333.33	$ 33,333.33	$ 33,333.33
Lone Tree	$ 33,333.33	$ 33,333.33	$ 33,333.33
Other			
Other			
Section 8			
Development & Other Fees			
Revenues Total	$ 200,000.00	$ 200,000.00	$ 200,000.00
Operating Expenses			
Accounting/Audit	$ 10,000.00	$ 10,000.00	$ 10,000.00
Advertising	$ 1,000.00	$ 1,000.00	$ 1,000.00
Attorney	$ 25,000.00	$ 25,000.00	$ 25,000.00
Board Development	$ 10,000.00	$ 5,000.00	$ 5,000.00
Consulting Fees	$ 40,000.00	$ 5,000.00	$ 5,000.00
Dues/Subscriptions	$ 1,500.00	$ 1,500.00	$ 1,500.00
Equipment Rental*	$ 1,500.00	$ 1,500.00	$ 1,500.00
Insurance	$ 1,700.00	$ 1,700.00	$ 2,000.00
Office Supplies	$ 2,500.00	$ 2,500.00	$ 2,500.00
Postage	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rents*	$ 10,000.00	$ 10,000.00	$ 10,000.00
Repairs/Main.	$ 500.00	$ 500.00	$ 500.00
Salary/Personnel**	$ 90,000.00	$ 90,000.00	$ 90,000.00
Telephone	$ 3,500.00	$ 3,500.00	$ 3,500.00
Travel	$ 5,000.00	$ 5,000.00	$ 5,000.00
Capital Expenditures	$ 15,000.00		
Expenses Total	$ 218,200.00	$ 163,200.00	$ 163,500.00
Excess Available for Investment	$ (18,200.00)	$ 36,800.00	$ 36,500.00

** Includes Benefits assumed to be 25% of Base Salary ($75,000)

* May be in-kind

TOWN OF CASTLE ROCK COLORADO

Office of the Town Clerk

February 19, 2003

Sent via Certified Mail

Mr. Douglas DeBord
Douglas County Administrator
100 Third Street
Castle Rock, CO 80104

Re: An Intergovernmental Agreement Between Douglas County, The Town of Castle Rock, and the City of Lone Tree to Establish the Douglas County Housing Partnership, a Multijurisdictional Housing Authority

Dear Mr. DeBord:

Enclosed is the above referenced IGA along with a copy of Resolution No. 2003-16 which was passed, approved and adopted by the Town Council of the Town of Castle Rock, Colorado. Please have your legal department review and obtain the necessary signatures. Once you have obtained all the necessary signatures, please forward to the City of Lone Tree, along with a copy of this letter, for the appropriate signatures. Once all signatures are in place, please return a copy to this office. Thank you for your assistance in this matter.

Sincerely,

Labartha Crews

Labartha Crews
Town Clerk Office

Enclosure:

RESOLUTION NO. 2003-22

A RESOLUTION APPROVING THE AMENDED ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY MULTI-JURISDICTIONAL HOUSING AUTHORITY

WHEREAS, the Town of Castle Rock, Douglas County, and Lone Tree recently approved an Intergovernmental Agreement establishing the Douglas County Multijurisdictional Housing Authority; and

WHEREAS, the Town of Parker wishes to join in the Douglas County Multijurisdictional Housing Authority before the Board of Directors first convenes; and

WHEREAS, the parties desire to amend the Intergovernmental Agreement to add the Town of Parker as a member, and increase the number of Directors appropriately, as well as revise the budget in Exhibit A to reflect Parker as a member.

NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CASTLE ROCK AS FOLLOWS:

Section 1. Approval. The Establishing Intergovernmental Agreement for the Douglas County Multijurisdictional Housing Authority by and between the Town of Castle Rock, City of Lone Tree, Town of Parker and Douglas County as amended in the form attached as ***Exhibit 1*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Agreement by and on behalf of the Town of Castle Rock, Colorado.

PASSED, APPROVED AND ADOPTED this 24th day of February, 2003, by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of 5 for and 0 against.

ATTEST:

Sally a. Misare

Sally A. Misare Town Clerk

TOWN OF CASTLE ROCK

Millie S. Bennett

Millie S. Bennett, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

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TOWN OF
CASTLE ROCK
COLORADO

Office of the Town Attorney

Robert J. Slentz, Town Attorney
Deanne R. Durfee, Deputy Town Attorney
Jennifer L. King, Legal Assistant

Agenda Memorandum

To: Town Council

From: Deanne R. Durfee, Deputy Town Attorney

Date: February 19, 2003

Re: Resolution No. 2003 - : A RESOLUTION APPROVING THE AMENDED ESTABLISHING INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

Recently Town Council approved an Intergovernmental Agreement establishing the Douglas County Multijurisdictional Housing Authority with Douglas County and the City of Lone Tree. Parker has expressed a desire to join the Housing Authority. The attached IGA revises the previous IGA by adding Parker as follows:

- The Town of Parker is added as a party to the agreement.
- The number of inaugural board members has been increased from 6 to 8 to reflect Parker's membership.
- The table setting forth the various parties' contributions has been revised to reflect that Parker will contribute 16.666 percent, as does Castle Rock and Lone Tree. Douglas County's contribution has been adjusted downward to 50 percent because of this addition.
- Parker has also been added as a signatory to the IGA.

The revisions are underlined in the attached copy of the IGA for your ease of reference.

The parties anticipate that each party (including Parker) will approve the revised version of the IGA by March 6, 2003, in time for the signing ceremony on the IGA, scheduled for March 6, 2003 at 4:00 p.m.

Staff recommends approval of the revised IGA.

ESTABLISHING INTERGOVERNMENTAL AGREEMENT
FOR THE
DOUGLAS COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY

WHEREAS, Douglas County has experienced rapid growth over the last decade and, consequently, the demand for attainable housing has grown to exceed the available supply; and

WHEREAS, there has been a concern expressed by the business community, public officials, and others that there is insufficient workforce housing for workers in Douglas County, for example teachers, firefighters, retail, and daycare workers; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan; and

WHEREAS, Colorado Revised Statute 29-1-204.5 provides for the establishment of a separate governmental entity to be known as a multijurisdictional Housing Authority;

NOW THEREFORE, the undersigned local government members, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, and Douglas County ("Member"), desiring to create the Douglas County Housing Partnership, a Multijurisdictional Housing Authority, a body corporate and politic and a separate governmental entity of the State of Colorado, pursuant to C.R.S. §29-1-204.5, by this Establishing Contract, by and among the parties hereto, each of which is a political subdivision of the State of Colorado authorized by law to establish a multijurisdictional Housing Authority by contract, hereby agree:

ARTICLE I
Name

The name of the entity hereby established shall be the Douglas County Housing Partnership, a Multijurisdictional Housing Authority (the "Authority").

ARTICLE II
Purpose

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

ARTICLE III
Boundaries

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

ARTICLE IV
Coordination of Fees and Application Processing

The members of the Authority shall, and shall encourage other political subdivisions within the County to as well, establish their own incentives for the development of affordable housing projects that qualify under criteria established by the Board of Directors pursuant to Article V(b)3. These incentives shall be established within 180 days of adoption of the IGA and reviewed no less than annually thereafter. These incentives may include, but are not limited to, reductions in applicable fees, expedited approval and permitting, and alternative development regulations.

ARTICLE V
Establishment and Organization of Governance

(a) Governance. The Authority shall be governed by a Board of Directors ("Board") and a Management Committee appointed by the Board. Power is vested in the Board and Management Committee as described below.

(b) Board of Directors. The inaugural Board of Directors shall be comprised of eight members. The governing body of each Member of the Authority shall appoint two representatives to the Board, each representative of whom shall be an elected official of the Member or other designated representative. Two persons shall equally represent each Member Jurisdiction. If new members join the Authority in the future, they shall be represented on the Board of Directors two persons for each Member Jurisdiction, and if a Member Jurisdiction withdraws from the Authority, then said jurisdiction will lose its representation, such that the total number of Board members shall correspondingly increase or decrease upon the addition or deletion of Member Jurisdictions. The Board of Directors shall be responsible for the following:

- appointment of the Management Committee;
- overall policy for the Housing Authority;
- establishing Bylaws for the duties and conduct of the Board and Management Committee;
- annual budget;
- annual audit to be presented to each Member;
- annual work program; and
- project/program threshold.

The Board of Directors will meet quarterly to receive formal updates from the Housing Authority staff and Management Committee. One of these meetings will be for review and approval of the annual budget and work program prior to the start of the fiscal year.

Each Member Jurisdiction shall be responsible for identifying its representative(s) to the Board of Directors and deciding if it shall be an elected official or designated representative. Additionally, the Board of Directors shall allow for alternates in the event a regular representative is unable to attend a meeting.

The Board of Directors shall be led by a chairperson, who shall be replaced at the same time every year, and will serve a one-year term. The chair of the Board of Directors shall rotate yearly.

1. Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent Directors.

   Directors shall serve for a maximum of three, two-year terms, except that, on the inaugural Board, one Director nominated from each Member shall serve an initial term of one year, and the other Director shall serve an initial term of two years, after which these Directors shall remain eligible for their remaining two, two-year terms.

   Directors shall receive no compensation for their services; however, reasonable expenses related to the exercise of Board functions shall be reimbursed.

   Vacancies on the Board shall be filled by the jurisdiction from which the vacancy arises.

2. Voting. The Board of Directors shall act only upon a duly executed vote of the Board Members. Each Director shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of the Directors. A quorum shall consist of both a majority of Board members and at least one representative from each Member Jurisdiction. Proxy voting shall be allowed by alternate representatives designated by a Board member.

3. Duties of the Board. It shall be the duty of the Board to govern the affairs of the Authority and to establish policies of the Authority, to comply with Parts 1, 5, and 6 of C.R.S. 29-1-204.5, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to:

   - Electing a Chair, Vice Chair, Secretary, and Treasurer;
   - Adopting an annual budget by unanimous approval of all Directors;
   - Establishing a method of assessment, during the first three years, of each Member to finance the day-to-day operations of the Authority, subject to unanimous approval of all Directors;
   - Establish criteria for project eligibility for Housing Authority programs and assistance consistent with Federal and State guidelines; and
   - Hold regular meetings at such time and such place as the Board shall, by resolution, from time to time establish.

4. Officers. The Board of Directors shall include four officers, namely Chair, Vice-Chair, Secretary, and Treasurer.

   - The Chair shall preside at all meetings and execute all legal instruments on behalf of the Authority.

- The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair.
- The Secretary shall be responsible for the minutes of the Board meetings and fulfill other duties as may be established by the Board.
- The Treasurer shall oversee the preparation of the Authority budget and oversee financial transactions and fulfill other duties as may be established by the Board.

The Board shall elect these officers by a two-thirds vote. Any Director may nominate himself or herself or any other Director as a candidate for an office. Officers shall be elected every year and may serve a maximum of three, one-year terms.

5. New Members. New member organizations and agencies must be admitted by unanimous approval by the Board of Directors. The Board of Directors may establish criteria for new members including fees for joining the Authority. New members shall be granted the same number of representatives on the Board of Directors as the original members, as described above in V(b).

(c) Management Committee. The Management Committee shall be comprised of 8 to 12 voting members. The members of the Management Committee shall be selected based upon skills identified as necessary to the Housing Authority. The intention for the Management Committee is that it oversee the general functions of the Housing Authority and provide skills and expertise that would otherwise require substantial staff or outside consultants. The Management Committee shall be responsible for the following:

- oversee administration;
- provide specific operational and management input;
- provide specific project/program input and guidance;
- identify projects; and
- deal with personnel matters.

The Management Committee shall meet on a monthly basis, with subcommittees possibly meeting more frequently or between board meetings. In addition, the members must be willing to work outside of Committee meetings on the Housing Authority.

1. Committee Skills. The Committee shall be made up of people with the following skills and expertise.

   i. Attorney
   ii. Representative from low/mod income service providers (senior center, YWCA, shelter director, etc.)
   iii. Accountant/financial management professional
   iv. Banking/lending/mortgage representative
   v. Business community representative
   vi. Real estate representative (broker, agent, appraiser, etc.)
   vii. Residential general contractor/builder
   viii. Low/mod income housing advocate (policy, politics, industry awareness, etc.)
   ix. Real Estate Developer (preferably one that works in affordable housing)
   x. Residential property manager
   xi. Public Relations professional
   xii. Representative who lives in affordable housing

xiii. Representative from the fields of community development or economic development
xiv. Ex-officio members (see below)

The foregoing list of skills is to be used as a guide or general framework and is not intended to be a formula or specific model.

In addition to the voting members of the Management Committee, the Board of Directors shall request that the Colorado Division of Housing (DOH) and the Southeast Business Partnership (SEBP) appoint non-voting, ex-officio representatives to attend and participate in the discussions of the Management Committee on a regular basis.

2. Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent Committee Members:

   Members shall serve for a maximum of three, four-year terms, except that, on the inaugural Committee, the Members shall be appointed for staggered terms in order to incorporate institutional consistency; after which these Members shall remain eligible for their remaining two, four-year terms.

   The Board of Directors shall select and appoint the Management Committee. There shall be public advertisements/notices for the Management Committee positions, as well as nominations from each jurisdiction.

   The Management Committee shall be selected based upon the following parameters:

   - Attention to filling the skills identified above as necessary for the Management Committee;
   - At no time shall more than two individual Committee members be employed by the same organization;
   - There must always be at least one representative of the low/moderate-income community in Douglas County on the Committee;
   - All Committee Members will be at least 18 years of age;
   - The Management Committee will be comprised of 8 to 12 voting members; and
   - The Committee will retain regional representation from all sections of the County.

   Committee Members shall receive no compensation for their services; however, reasonable expenses related to the exercise of Committee functions shall be reimbursed.

   Vacancies on the Committee shall be filled by the same means as originally selected.

3. Voting. The Committee shall act only upon a duly executed vote of the Committee Members. Each Member shall cast one vote. A vote of the Committee shall be deemed duly executed if made by a majority of a quorum of the Committee Members. A quorum shall be a simple majority of the Management Committee.

4. Duties of the Committee. It shall be the duty of the Management Committee to implement the policies of the Authority, as established by the Board of Directors, and to oversee the day-to-day operations of the Authority including staff, and to exercise

with due diligence and prudence the purpose and powers set forth herein, including, but not limited to:

- Electing a Chair, Vice Chair, Secretary, and Treasurer;
- Duties as established in the Bylaws; and
- Hold regular meetings at such time and such place as the Committee shall, by resolution, from time to time establish.

5. Officers. The Committee shall include four officers, namely Chair, Vice-Chair, Secretary, and Treasurer.

   - The Chair shall preside at all meetings and execute such legal instruments on behalf of the Authority as may be delegated by the Board of Directors.
   - The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair.
   - The Secretary shall be responsible for the minutes of Committee meetings and fulfill other duties as may be established by the Committee.
   - The Treasurer shall oversee day-to-day financial transactions and fulfill other duties as may be established by the Committee.

   Officers of the Management Committee shall be elected at the same time every year, and will serve a one-year term, with a maximum of three, one-year terms.

   Terms for Committee Officers shall be determined by the Management Committee and approved by the Board of Directors. Officers will be nominated by slate; therefore, the Management Committee must present a slate of officers every year. Committee members may nominate themselves for officer positions. The slate must be approved by two thirds of the full Management Committee.

ARTICLE VI
Revenues

During the first three years, the Authority's primary source of revenue will be the general funds of the Member Jurisdictions. The budget is proposed to be two hundred thousand dollars ($200,000.00) per year. The funding during the first three years shall be provided as follows:

Member	**Percentage of Total Annual Budget**
Douglas County Government	50.00
Town of Castle Rock	16.666
Town of Parker	16.666
City of Lone Tree	16.666

Funding from each Member Jurisdiction shall be subject to annual availability and appropriation by the governing body of each Member Jurisdiction. In the event that additional Member Jurisdictions join the Authority, said new Member Jurisdiction shall provide 16.666% of the Total Annual Budget. The 16.666% paid by the new Member Jurisdiction shall be deducted from the percentage to be paid by Douglas County, and the percentage provided by the remaining Member Jurisdictions shall remain at 16.666%, such that 100% of the Total Annual Budget is maintained.

The proposed budget is shown in Exhibit A. The Board of Directors may amend the budget in order to account for operational and programmatic changes unforeseen at the time the IGA is executed. Increases in the budget for the first three years shall be subject to approval of the Member Jurisdictions.

The Housing Authority's fiscal year shall begin in January and coincide with the calendar year.

During the first three years of operation, the Authority will apply for, and anticipates receiving, Federal funds sufficient to support the activities of the Authority in the future. In addition, the Authority expects to derive revenues from management fees and similar service charges related to programs and projects.

ARTICLE VII
Powers and Functions

(a) Powers. The general powers of the Authority include the following:

The use of any power and responsibility listed below shall be at the discretion of the Board of Directors and as delegated to the Management Committee.

1. To plan, finance, acquire, construct, manage, and operate housing for families of low or moderate income;

2. To plan, finance, acquire, construct, manage, and operate housing programs for employees of employers located within the jurisdiction of the Authority;

3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;

4. To employ agents and employees;

5. To cooperate with state and federal governments concerning the financing of housing projects and programs;

6. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

7. 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, however, that the use of condemnation by the Housing Authority

shall occur only with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;

8. Levy, in all of the area within the boundaries of the Authority, a sales or use tax, according to state law; provided, however, that the use of taxing authority by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;

9. Levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;

10. To incur debts, liabilities, or obligations;

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

12. To have and use a corporate seal;

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

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

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

16. To perform any acts and things authorized by C.R.S. 29-1-204.5 under, through, or by means of an agent or by contracts with any person, firm, or corporation;

17. To issue revenue or general obligation bonds according to state law;

18. No action by the Housing Authority to establish or increase any tax or development impact fee shall take effect 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; provided, however, that the use of taxing authority or the imposition of development impact fees by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval; and

19. 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 this section on the same terms as and subject to the same conditions provided in C.R.S. §43-4-605.

(b) Functions. The functions, duties, and emphasis for the Housing Authority as listed below do not necessarily constitute a complete list; the Board of Directors and Management Committee may choose to work in other functional areas supportive of attainable housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial work program for the Housing Authority; the type and number of functions will depend upon the direction of the Board of Directors and Management Committee, and the capacity of the Housing Authority to engage in particular areas of work.

1. Permanent Staff / Services with some functions to be contracted

2. Provide homeownership and rental assistance programs

3. Act as a Conduit for Private Community Non-Profit programs

4. Administer Section 8 programs

5. Administer Community Development Block Grant (CDBG) and HOME Funding (State funds currently and direct funds when the County is qualified)

6. Identify properties that can be developed or redeveloped for attainable housing

7. Issue double tax-exempt bonds for affordable housing

8. Create public/private partnerships: Help private developers and non-profits package deals and group funding from a variety of resources

9. Housing Inspection for habitability for new homeowners

10. Development Coordinator / Expediter (either Housing Authority staff or public agency staff)

11. Leadership

12. Advocacy

13. Public Affairs

14. Housing Laws and Regulations

ARTICLE VIII
Status as Political Subdivision

The Authority shall be a political subdivision and a public corporation of the State, separate from the parties to the contract, and shall be a validly created and existing political subdivision and public corporation of the State, irrespective of whether a contracting member government withdraws (whether voluntarily, by operation of law, or otherwise) from such Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the contract establishing such Authority pursuant to its terms. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in C.R.S. §43-4-616.

ARTICLE IX
Obligations of Authority

The bonds, notes, and other obligations of such Authority shall not be the debts, liabilities, or obligations of the contracting member governments.

ARTICLE X
Insurance

The Authority shall procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) In the event the Authority hires employees, the Authority shall procure Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and ONE MILLION DOLLARS ($1,000,000.00) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

(c) Hired and Non-owned Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to hired and non-owned vehicles assigned to or used in performance of the Authority services. The policy will contain a severability of interests provision. In the event the Authority acquires automobiles, the Authority will procure Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each owned, hired, and non-owned vehicle assigned to or used in performance of the Authority services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) including coverage for errors and omissions.

ARTICLE XI
Treasurer's Bond

The Treasurer for both the Board of Directors and the Management Committee shall execute to the People of Colorado a bond, in such penal sum to be determined by the Board of Directors based on commonly practiced criteria, the condition of which shall be in substance as follows: "Whereas, the above bounden _____ was elected to the office of Treasurer of the Douglas County Housing Partnership on the ____ day of ________, ____; Now, the condition of this obligation is such that if the said Treasurer, during his continuance in office by virtue of said election without fraud, deceit, or oppression, shall pay over all moneys that may come into his hands as Treasurer, and shall deliver to his successor all writs, papers, and other things pertaining to his office, which may be so required by law, then the above obligations shall be void, otherwise to remain in full force and effect."

ARTICLE XII
Provisions

(a) Term. This Contract shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.

(b) Amendment. This Contract may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.

(c) Termination. This Contract may be rescinded or terminated by action of the governing bodies of all the Members. In the event of the rescission or termination of this Contract and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members, who are such at the time of rescission or 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 Member shall be that proportion which the total dollar amount paid or contributed by such Member 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 Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

(d) Withdrawal. Any Member may withdraw from the Authority as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder to the effective date of its withdrawal.

(e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this contract by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.

(f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this agreement is executed.

(g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

(h) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Douglas County District Court, State of Colorado.

(i) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

(j) No Waiver Of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.

(k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

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

DOUGLAS COUNTY, STATE OF COLORADO

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO,

BY: Melanie A. Worley

MELANIE A. WORLEY, Vice Chair

DOUGLAS COUNTY COLORADO SEAL EST. 1874

ATTEST: Mary A. Niblack

MARY A. NIBLACK
Deputy Clerk

APPROVED AS TO CONTENT:

DJDeBord

Douglas J. DeBord, County Administrator

Date: 3-7-03

APPROVED AS TO LEGAL FORM:

Kelly Dunnaway

Kelly Dunnaway,
Deputy County Attorney

Date: Mar 6, 2003

APPROVED AS TO FISCAL CONTENT:

Karen Montgomery

Karen Montgomery
Director, Budget & Finance

Date: 3/6/03

CITY OF LONE TREE

By: ______________________
JOHN R. O'BOYLE, Mayor

ATTEST:

By: ______________________
Jack Hidahl, City Clerk

TOWN OF CASTLE ROCK

Millie S. Bennett

MILLIE BENNETT, Mayor

ATTEST:

Sally A. Misare

SALLY A. MISARE
Town Clerk

APPROVED AS TO FORM:

____
Robert J. Slentz
Town Attorney

TOWN OF PARKER, COLORADO

BY: ______________________
Gary Lasater, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

**ESTABLISHING INTERGOVERNMENTAL AGREEMENT
FOR THE
DOUGLAS COUNTY MULTIJURISDICTIONAL HOUSING AUTHORITY**

WHEREAS, Douglas County has experienced rapid growth over the last decade and, consequently, the demand for attainable housing has grown to exceed the available supply; and

WHEREAS, there has been a concern expressed by the business community, public officials, and others that there is insufficient workforce housing for workers in Douglas County, for example teachers, firefighters, retail, and daycare workers; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan; and

WHEREAS, Colorado Revised Statute 29-1-204.5 provides for the establishment of a separate governmental entity to be known as a multijurisdictional Housing Authority;

NOW THEREFORE, the undersigned local government members, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, and Douglas County ("Member"), desiring to create the Douglas County Housing Partnership, a Multijurisdictional Housing Authority, a body corporate and politic and a separate governmental entity of the State of Colorado, pursuant to C.R.S. §29-1-204.5, by this Establishing Contract, by and among the parties hereto, each of which is a political subdivision of the State of Colorado authorized by law to establish a multijurisdictional Housing Authority by contract, hereby agree:

ARTICLE I
Name

The name of the entity hereby established shall be the Douglas County Housing Partnership, a Multijurisdictional Housing Authority (the "Authority").

ARTICLE II
Purpose

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multijurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

ARTICLE III
Boundaries

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

ARTICLE IV
Coordination of Fees and Application Processing

The members of the Authority shall, and shall encourage other political subdivisions within the County to as well, establish their own incentives for the development of affordable housing projects that qualify under criteria established by the Board of Directors pursuant to Article V(b)3. These incentives shall be established within 180 days of adoption of the IGA and reviewed no less than annually thereafter. These incentives may include, but are not limited to, reductions in applicable fees, expedited approval and permitting, and alternative development regulations.

ARTICLE V
Establishment and Organization of Governance

(a) Governance. The Authority shall be governed by a Board of Directors ("Board") and a Management Committee appointed by the Board. Power is vested in the Board and Management Committee as described below.

(b) Board of Directors. The inaugural Board of Directors shall be comprised of eight members. The governing body of each Member of the Authority shall appoint two representatives to the Board, each representative of whom shall be an elected official of the Member or other designated representative. Two persons shall equally represent each Member Jurisdiction. If new members join the Authority in the future, they shall be represented on the Board of Directors two persons for each Member Jurisdiction, and if a Member Jurisdiction withdraws from the Authority, then said jurisdiction will lose its representation, such that the total number of Board members shall correspondingly increase or decrease upon the addition or deletion of Member Jurisdictions. The Board of Directors shall be responsible for the following:

- appointment of the Management Committee;
- overall policy for the Housing Authority;
- establishing Bylaws for the duties and conduct of the Board and Management Committee;
- annual budget;
- annual audit to be presented to each Member;
- annual work program; and
- project/program threshold.

The Board of Directors will meet quarterly to receive formal updates from the Housing Authority staff and Management Committee. One of these meetings will be for review and approval of the annual budget and work program prior to the start of the fiscal year.

Each Member Jurisdiction shall be responsible for identifying its representative(s) to the Board of Directors and deciding if it shall be an elected official or designated representative. Additionally, the Board of Directors shall allow for alternates in the event a regular representative is unable to attend a meeting.

The Board of Directors shall be led by a chairperson, who shall be replaced at the same time every year, and will serve a one-year term. The chair of the Board of Directors shall rotate yearly.

1. Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent Directors.

   Directors shall serve for a maximum of three, two-year terms, except that, on the inaugural Board, one Director nominated from each Member shall serve an initial term of one year, and the other Director shall serve an initial term of two years, after which these Directors shall remain eligible for their remaining two, two-year terms.

   Directors shall receive no compensation for their services; however, reasonable expenses related to the exercise of Board functions shall be reimbursed.

   Vacancies on the Board shall be filled by the jurisdiction from which the vacancy arises.

2. Voting. The Board of Directors shall act only upon a duly executed vote of the Board Members. Each Director shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of the Directors. A quorum shall consist of both a majority of Board members and at least one representative from each Member Jurisdiction. Proxy voting shall be allowed by alternate representatives designated by a Board member.

3. Duties of the Board. It shall be the duty of the Board to govern the affairs of the Authority and to establish policies of the Authority, to comply with Parts 1, 5, and 6 of C.R.S. 29-1-204.5, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to:

   - Electing a Chair, Vice Chair, Secretary, and Treasurer;
   - Adopting an annual budget by unanimous approval of all Directors;
   - Establishing a method of assessment, during the first three years, of each Member to finance the day-to-day operations of the Authority, subject to unanimous approval of all Directors;
   - Establish criteria for project eligibility for Housing Authority programs and assistance consistent with Federal and State guidelines; and
   - Hold regular meetings at such time and such place as the Board shall, by resolution, from time to time establish.

4. Officers. The Board of Directors shall include four officers, namely Chair, Vice-Chair, Secretary, and Treasurer.

   - The Chair shall preside at all meetings and execute all legal instruments on behalf of the Authority.

- The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair.
- The Secretary shall be responsible for the minutes of the Board meetings and fulfill other duties as may be established by the Board.
- The Treasurer shall oversee the preparation of the Authority budget and oversee financial transactions and fulfill other duties as may be established by the Board.

The Board shall elect these officers by a two-thirds vote. Any Director may nominate himself or herself or any other Director as a candidate for an office. Officers shall be elected every year and may serve a maximum of three, one-year terms.

5. New Members. New member organizations and agencies must be admitted by unanimous approval by the Board of Directors. The Board of Directors may establish criteria for new members including fees for joining the Authority. New members shall be granted the same number of representatives on the Board of Directors as the original members, as described above in V(b).

(c) Management Committee. The Management Committee shall be comprised of 8 to 12 voting members. The members of the Management Committee shall be selected based upon skills identified as necessary to the Housing Authority. The intention for the Management Committee is that it oversee the general functions of the Housing Authority and provide skills and expertise that would otherwise require substantial staff or outside consultants. The Management Committee shall be responsible for the following:

- oversee administration;
- provide specific operational and management input;
- provide specific project/program input and guidance;
- identify projects; and
- deal with personnel matters.

The Management Committee shall meet on a monthly basis, with subcommittees possibly meeting more frequently or between board meetings. In addition, the members must be willing to work outside of Committee meetings on the Housing Authority.

1. Committee Skills. The Committee shall be made up of people with the following skills and expertise.

   i. Attorney
   ii. Representative from low/mod income service providers (senior center, YWCA, shelter director, etc.)
   iii. Accountant/financial management professional
   iv. Banking/lending/mortgage representative
   v. Business community representative
   vi. Real estate representative (broker, agent, appraiser, etc.)
   vii. Residential general contractor/builder
   viii. Low/mod income housing advocate (policy, politics, industry awareness, etc.)
   ix. Real Estate Developer (preferably one that works in affordable housing)
   x. Residential property manager
   xi. Public Relations professional
   xii. Representative who lives in affordable housing

xiii. Representative from the fields of community development or economic development
xiv. Ex-officio members (see below)

The foregoing list of skills is to be used as a guide or general framework and is not intended to be a formula or specific model.

In addition to the voting members of the Management Committee, the Board of Directors shall request that the Colorado Division of Housing (DOH) and the Southeast Business Partnership (SEBP) appoint non-voting, ex-officio representatives to attend and participate in the discussions of the Management Committee on a regular basis.

2. Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent Committee Members:

   Members shall serve for a maximum of three, four-year terms, except that, on the inaugural Committee, the Members shall be appointed for staggered terms in order to incorporate institutional consistency; after which these Members shall remain eligible for their remaining two, four-year terms.

   The Board of Directors shall select and appoint the Management Committee. There shall be public advertisements/notices for the Management Committee positions, as well as nominations from each jurisdiction.

   The Management Committee shall be selected based upon the following parameters:

   - Attention to filling the skills identified above as necessary for the Management Committee;
   - At no time shall more than two individual Committee members be employed by the same organization;
   - There must always be at least one representative of the low/moderate-income community in Douglas County on the Committee;
   - All Committee Members will be at least 18 years of age;
   - The Management Committee will be comprised of 8 to 12 voting members; and
   - The Committee will retain regional representation from all sections of the County.

   Committee Members shall receive no compensation for their services; however, reasonable expenses related to the exercise of Committee functions shall be reimbursed.

   Vacancies on the Committee shall be filled by the same means as originally selected.

3. Voting. The Committee shall act only upon a duly executed vote of the Committee Members. Each Member shall cast one vote. A vote of the Committee shall be deemed duly executed if made by a majority of a quorum of the Committee Members. A quorum shall be a simple majority of the Management Committee.

4. Duties of the Committee. It shall be the duty of the Management Committee to implement the policies of the Authority, as established by the Board of Directors, and to oversee the day-to-day operations of the Authority including staff, and to exercise

with due diligence and prudence the purpose and powers set forth herein, including, but not limited to:

- Electing a Chair, Vice Chair, Secretary, and Treasurer;
- Duties as established in the Bylaws; and
- Hold regular meetings at such time and such place as the Committee shall, by resolution, from time to time establish.

5. Officers. The Committee shall include four officers, namely Chair, Vice-Chair, Secretary, and Treasurer.

    - The Chair shall preside at all meetings and execute such legal instruments on behalf of the Authority as may be delegated by the Board of Directors.
    - The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair.
    - The Secretary shall be responsible for the minutes of Committee meetings and fulfill other duties as may be established by the Committee.
    - The Treasurer shall oversee day-to-day financial transactions and fulfill other duties as may be established by the Committee.

    Officers of the Management Committee shall be elected at the same time every year, and will serve a one-year term, with a maximum of three, one-year terms.

    Terms for Committee Officers shall be determined by the Management Committee and approved by the Board of Directors. Officers will be nominated by slate; therefore, the Management Committee must present a slate of officers every year. Committee members may nominate themselves for officer positions. The slate must be approved by two thirds of the full Management Committee.

ARTICLE VI
Revenues

During the first three years, the Authority's primary source of revenue will be the general funds of the Member Jurisdictions. The budget is proposed to be two hundred thousand dollars ($200,000.00) per year. The funding during the first three years shall be provided as follows:

Member	**Percentage of Total Annual Budget**
Douglas County Government	50.00
Town of Castle Rock	16.666
Town of Parker	16.666
City of Lone Tree	16.666

Funding from each Member Jurisdiction shall be subject to annual availability and appropriation by the governing body of each Member Jurisdiction. In the event that additional Member Jurisdictions join the Authority, said new Member Jurisdiction shall provide 16.666% of the Total Annual Budget. The 16.666% paid by the new Member Jurisdiction shall be deducted from the percentage to be paid by Douglas County, and the percentage provided by the remaining Member Jurisdictions shall remain at 16.666%, such that 100% of the Total Annual Budget is maintained.

The proposed budget is shown in Exhibit A. The Board of Directors may amend the budget in order to account for operational and programmatic changes unforeseen at the time the IGA is executed. Increases in the budget for the first three years shall be subject to approval of the Member Jurisdictions.

The Housing Authority's fiscal year shall begin in January and coincide with the calendar year.

During the first three years of operation, the Authority will apply for, and anticipates receiving, Federal funds sufficient to support the activities of the Authority in the future. In addition, the Authority expects to derive revenues from management fees and similar service charges related to programs and projects.

ARTICLE VII
Powers and Functions

(a) Powers. The general powers of the Authority include the following:

The use of any power and responsibility listed below shall be at the discretion of the Board of Directors and as delegated to the Management Committee.

1. To plan, finance, acquire, construct, manage, and operate housing for families of low or moderate income;

2. To plan, finance, acquire, construct, manage, and operate housing programs for employees of employers located within the jurisdiction of the Authority;

3. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;

4. To employ agents and employees;

5. To cooperate with state and federal governments concerning the financing of housing projects and programs;

6. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;

7. 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, however, that the use of condemnation by the Housing Authority

shall occur only with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;

8. Levy, in all of the area within the boundaries of the Authority, a sales or use tax, according to state law; provided, however, that the use of taxing authority by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;

9. Levy, in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;

10. To incur debts, liabilities, or obligations;

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

12. To have and use a corporate seal;

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

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

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

16. To perform any acts and things authorized by C.R.S. 29-1-204.5 under, through, or by means of an agent or by contracts with any person, firm, or corporation;

17. To issue revenue or general obligation bonds according to state law;

18. No action by the Housing Authority to establish or increase any tax or development impact fee shall take effect 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; provided, however, that the use of taxing authority or the imposition of development impact fees by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval; and

19. 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 this section on the same terms as and subject to the same conditions provided in C.R.S. §43-4-605.

(b) Functions. The functions, duties, and emphasis for the Housing Authority as listed below do not necessarily constitute a complete list; the Board of Directors and Management Committee may choose to work in other functional areas supportive of attainable housing. Likewise, the list is not intended to suggest that all the functions should be a part of the initial work program for the Housing Authority; the type and number of functions will depend upon the direction of the Board of Directors and Management Committee, and the capacity of the Housing Authority to engage in particular areas of work.

1. Permanent Staff / Services with some functions to be contracted

2. Provide homeownership and rental assistance programs

3. Act as a Conduit for Private Community Non-Profit programs

4. Administer Section 8 programs

5. Administer Community Development Block Grant (CDBG) and HOME Funding (State funds currently and direct funds when the County is qualified)

6. Identify properties that can be developed or redeveloped for attainable housing

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9. Housing Inspection for habitability for new homeowners

10. Development Coordinator / Expediter (either Housing Authority staff or public agency staff)

11. Leadership

12. Advocacy

13. Public Affairs

14. Housing Laws and Regulations

ARTICLE VIII
Status as Political Subdivision

The Authority shall be a political subdivision and a public corporation of the State, separate from the parties to the contract, and shall be a validly created and existing political subdivision and public corporation of the State, irrespective of whether a contracting member government withdraws (whether voluntarily, by operation of law, or otherwise) from such Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the contract establishing such Authority pursuant to its terms. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in C.R.S. §43-4-616.

ARTICLE IX
Obligations of Authority

The bonds, notes, and other obligations of such Authority shall not be the debts, liabilities, or obligations of the contracting member governments.

ARTICLE X
Insurance

The Authority shall procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) In the event the Authority hires employees, the Authority shall procure Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and ONE MILLION DOLLARS ($1,000,000.00) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

(c) Hired and Non-owned Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to hired and non-owned vehicles assigned to or used in performance of the Authority services. The policy will contain a severability of interests provision. In the event the Authority acquires automobiles, the Authority will procure Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each owned, hired, and non-owned vehicle assigned to or used in performance of the Authority services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) including coverage for errors and omissions.

ARTICLE XI
Treasurer's Bond

The Treasurer for both the Board of Directors and the Management Committee shall execute to the People of Colorado a bond, in such penal sum to be determined by the Board of Directors based on commonly practiced criteria, the condition of which shall be in substance as follows: "Whereas, the above bounden _____ was elected to the office of Treasurer of the Douglas County Housing Partnership on the ____ day of ________, ____; Now, the condition of this obligation is such that if the said Treasurer, during his continuance in office by virtue of said election without fraud, deceit, or oppression, shall pay over all moneys that may come into his hands as Treasurer, and shall deliver to his successor all writs, papers, and other things pertaining to his office, which may be so required by law, then the above obligations shall be void, otherwise to remain in full force and effect."

ARTICLE XII
Provisions

(a) Term. This Contract shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.

(b) Amendment. This Contract may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.

(c) Termination. This Contract may be rescinded or terminated by action of the governing bodies of all the Members. In the event of the rescission or termination of this Contract and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members, who are such at the time of rescission or 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 Member shall be that proportion which the total dollar amount paid or contributed by such Member 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 Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

(d) Withdrawal. Any Member may withdraw from the Authority as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder to the effective date of its withdrawal.

(e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this contract by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.

(f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this agreement is executed.

(g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

(h) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Douglas County District Court, State of Colorado.

(i) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

(j) No Waiver Of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.

(k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representations made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

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

DOUGLAS COUNTY, STATE OF COLORADO

THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, COLORADO,

BY: Melanie A. Worley

MELANIE A. WORLEY, Vice Chair

DOUGLAS COUNTY, COLORADO SEAL EST. 1874

ATTEST:

Mary A. Niblack

MARY A. NIBLACK
Deputy Clerk

APPROVED AS TO CONTENT:

DDeBord

Douglas J. DeBord, County Administrator

Date: 3-7-03

APPROVED AS TO LEGAL FORM:

Kelly Dunnaway

Kelly Dunnaway,
Deputy County Attorney

Date: Mar 6, 2003

APPROVED AS TO FISCAL CONTENT:

Karen Montgomery

Karen Montgomery
Director, Budget & Finance

Date: 3/6/03

CITY OF LONE TREE

By:
JOHN R. O'BOYLE, Mayor

ATTEST:

~~By~~: Jack Hidahl
Jack Hidahl, City Clerk

TOWN OF CASTLE ROCK

Millie S. Bennett
MILLIE BENNETT, Mayor

ATTEST:

Sally A. Misare
SALLY A. MISARE
Town Clerk

APPROVED AS TO FORM:

Robert J. Slentz
Town Attorney

TOWN OF PARKER, COLORADO

BY: ______________________
Gary Lasater, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney

Exhibit A

Douglas County Housing Partnership

A Multijurisdictional Housing Authority

Proposed Initial Three Year Budget

February 14, 2003

	Year One	Year Two	Year Three
	$ 200,000.00	$ 200,000.00	$ 200,000.00
Sources of Revenue			
Douglas County	$ 100,000.00	$ 100,000.00	$ 100,000.00
Castle Rock	$ 33,333.33	$ 33,333.33	$ 33,333.33
Lone Tree	$ 33,333.33	$ 33,333.33	$ 33,333.33
Parker	$ 33,333.33	$ 33,333.33	$ 33,333.33
Other			
Section 8			
Development & Other Fees			
Revenues Total	$ 200,000.00	$ 200,000.00	$ 200,000.00
Operating Expenses			
Accounting/Audit	$ 10,000.00	$ 10,000.00	$ 10,000.00
Advertising	$ 1,000.00	$ 1,000.00	$ 1,000.00
Attorney	$ 25,000.00	$ 25,000.00	$ 25,000.00
Board Development	$ 10,000.00	$ 5,000.00	$ 5,000.00
Consulting Fees	$ 40,000.00	$ 5,000.00	$ 5,000.00
Dues/Subscriptions	$ 1,500.00	$ 1,500.00	$ 1,500.00
Equipment Rental*	$ 1,500.00	$ 1,500.00	$ 1,500.00
Insurance	$ 1,700.00	$ 1,700.00	$ 2,000.00
Office Supplies	$ 2,500.00	$ 2,500.00	$ 2,500.00
Postage	$ 1,000.00	$ 1,000.00	$ 1,000.00
Rents*	$ 10,000.00	$ 10,000.00	$ 10,000.00
Repairs/Main.	$ 500.00	$ 500.00	$ 500.00
Salary/Personnel**	$ 90,000.00	$ 90,000.00	$ 90,000.00
Telephone	$ 3,500.00	$ 3,500.00	$ 3,500.00
Travel	$ 5,000.00	$ 5,000.00	$ 5,000.00
Capital Expenditures	$ 15,000.00		
Expenses Total	$ 218,200.00	$ 163,200.00	$ 163,500.00
Excess Available for Investment	$ (18,200.00)	$ 36,800.00	$ 36,500.00

** Includes Benefits assumed to be 25% of Base Salary ($75,000)

* May be in-kind

Resolution No. 2008 -92

RESOLUTION AUTHORIZING APPROVAL OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY MULTI-JURISDICTIONAL HOUSING AUTHORITY

WHEREAS, Douglas County continues to experience rapid growth and, consequently, the demand for attainable housing exceeds the available supply; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multi-jurisdictional plan; and

WHEREAS, Colorado Revised Statute 29-1-204.5 provides for the establishment of a separate governmental entity to be known as a multi-jurisdictional Housing Authority;

WHEREAS, The City of Lone Tree, the Town of Castle Rock, the Town of Parker and Douglas County on March 6, 2003 signed an IGA to create the Douglas County Housing Partnership, A Multi-Jurisdictional Housing Authority; and

WHEREAS, it has become necessary to make modifications to the IGA now that the Authority has become operational.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Castle Rock as follows:

Section 1. Approval.

The Intergovernmental Agreement For The Douglas County Multi-Jurisdictional Housing Authority in the form attached as ***Exhibit 1*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the Intergovernmental Agreement by and on behalf of Town of Castle Rock

PASSED, ADOPTED AND APPROVED this 19th day of August, 2008 by the Town Council of the Town of Castle Rock, on first and final reading by a vote of 7 for and 0 against.

ATTEST:

Sally A. Misare, Town Clerk

TOWN OF CASTLE ROCK

Randy A. Reed, Mayor

Approved as to form:

Robert J. Slentz, Town Attorney

Approved as to content:

Bill Detweiler, Director, Development Services

Item # 3

Meeting Date: August 19, 2008

AGENDA MEMORANDUM

To: Honorable Mayor and Members of Town Council

From: Jennifer M. Brockman, AICP, Project Manager, Development Services

Title: Resolution No. 2008 - __: Resolution Authorizing Approval of an Amendment to the Intergovernmental Agreement for the Douglas County Multi-Jurisdictional Housing Authority

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Executive Summary

The purpose and intent of this Resolution is to amend the existing Intergovernmental Agreement (IGA) that created the multi-jurisdictional Housing Authority, known as the Douglas County Housing Partnership (DCHP). The Town of Castle Rock first signed this IGA on March 6, 2003. The IGA formed the Partnership as a cooperative effort between businesses and local and County governments to address the issue of the lack of affordable housing for people who work in the area.

The proposed IGA Amendment modifies the organization of governance to reflect the actual Board of Director structure that DCHP utilizes, as well as clarifying committee structure, the structure of the local financial contributions, and minor clerical edits. The Town staff, as well as the other member jurisdictions, have reviewed the proposed amendment and are in agreement with the proposed amendment language.

Discussion

Vision 2020 and 2020 Comprehensive Master Plan

The 2020 Comprehensive Master Plan (Plan), adopted in November 2002, includes a series of goals, policies, and implementation strategies to address the issue of land use compatibility. The foundation for the Plan is found in four cornerstones established in the 2020 Vision Statement, which include:

1. **Town Identity:** To preserve Castle Rock's character as a distinct and physically separate community that is the center of Douglas County.

2. **Community Planning:** To ensure the Town is carefully planned to accommodate the needs of existing and future residents while preserving and protecting Castle Rock's Town identity and quality of life.

3. **Community Services:** To ensure that all necessary community services are provided to support the public interest and well being of all Castle Rock residents and businesses.

4. **Local Economy:** To promote economic self-sufficiency and long-term stability of the local economy to provide residents with a broad range of employment opportunities, and provide the Town with a healthy tax base.

In 2003, the Partnership of Douglas County Governments determined that due to the rapid growth that the County was experiencing, there was a County-wide need to address the demand for attainable and workforce housing for those working in Douglas County. This need resulted in the formation of the DCHP. The DCHP serves an important role for the Town in meeting the aforementioned cornerstones. In order for the Town to become a truly self-sustaining, free-standing community, it is important that the Town provide opportunities for affordable and attainable housing that will allow locally employed individuals and families to reside in Castle Rock. The programs of the DCHP enable the Town to provide a broad range of housing types to meet the needs of a wide range of ages and incomes. The IGA Amendment under consideration clarifies the structure of the DCHP and the relationship with its member jurisdictions.

Douglas County Housing Partnership

The Douglas County Housing Partnership (DCHP) was formed in 2003 as an outgrowth of the Partnership of Douglas County Governments. It was an effort to provide County-wide affordable and attainable housing to the residents and employees of the County in a unified effort. On March 6, 2003 the City of Lone Tree, the Town of Castle Rock, the Town of Parker and Douglas County signed an IGA to create the Douglas County Housing Partnership, A Multi-Jurisdictional Housing Authority.

Since its formation, the DCHP has established a Down Payment Assistance Program, free homeownership classes, developed rental housing and ownership efforts in Douglas County, as well as a more recent foreclosure mediation program. A new Shared Equity Program is being established whereby funds from Douglas County's "cash in lieu of" program will be used to share equity in homes with people who work in Douglas County. This will enable more first time homebuyers to purchase homes in Douglas County that they could not otherwise afford.

In addition to these programs, DCHP has an ownership interest in some properties that serve Castle Rock residents. The DCHP owns the Oakwood Senior Apartments, a 64-unit senior community, located on Oakwood Drive in Castle Rock. The complex was developed in 1984 under the Rural Development 515 Program. In 2005, the Rural Development loan was pre-paid, and the complex was in danger of being converted to market-rate condominiums. The DCHP stepped in and bought the complex in an effort to maintain the affordable rents. The DCHP is also a limited partner in the Reserve at Castle Highlands, a 200-unit apartment community located in the Town of Castle Rock. Through a partnership with Trammel Crow Residential, the Douglas County Housing Partnership came into the ownership group of the complex in 2004. As a result of DCHP's role, a portion of the units are maintained at an affordable rents.

DCHP continues to seek out innovative and efficient ways to create opportunities for people who work in Douglas County to continue to be able to live here. The DCHP is working with the Douglas/Elbert Real Estate Board and the Douglas County School District as partners in creating additional housing opportunities. Due to the costs of transportation, the housing issues continue to grow.

IGA Amendment

The March 6, 2003 IGA that initially formed the Partnership, proposed that the DCHP operate under a two-tiered organization of governance. The DCHP has, however, functioned under a single Board of Directors since its inception. The Board consists of members appointed by each of the member jurisdictions. The DCHP currently has two full-time and one part-time staff person that run the daily operations. The Board meets monthly to provide direction to the staff.

The proposed IGA Amendment modifies the organization of governance to reflect this structure, as well as clarifying committee structure, the structure of the local financial contributions, and minor clerical edits. The Town staff, as well as the other member jurisdictions have reviewed the proposed amendment and are in agreement with the proposed language.

Budget Impact

The Town provides an annual contribution to the DCHP. This contribution is defined in Article VI of the IGA Amendment. The DCHP requests the amount needed each year in September as a part of the Council's consideration of requests from nonprofit organizations. The Town's contribution in 2007 and 2008 was $7500/quarter ($30,000 for the year). The financial impact created by the IGA Amendment relates to the sliding contribution scale found in Article VI, which would lower Castle Rock's share of the financial contribution if new municipalities were incorporated in the County and chose to join the DCHP.

Staff Recommendation

Staff recommends approval of Resolution No. 2008 - __: Resolution Authorizing Approval of an Amendment to the Intergovernmental Agreement for the Douglas County Multi-Jurisdictional Housing Authority.

Proposed Motion

I move to approve Resolution No. 2008 - __: Resolution Authorizing Approval of an Amendment to the Intergovernmental Agreement for the Douglas County Multi-Jurisdictional Housing Authority.

Attachments

Attachment A: Resolution No. 2008 - __: Resolution Authorizing Approval of an Amendment to the Intergovernmental Agreement for the Douglas County Multi-Jurisdictional Housing Authority

Attachment A

RESOLUTION NO. 2008 - __: RESOLUTION AUTHORIZING APPROVAL OF AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY MULTI-JURISDICTIONAL HOUSING AUTHORITY

TOWN OF
CASTLE ROCK
COLORADO

Exhibit 1

INTERGOVERNMENTAL AGREEMENT FOR THE
DOUGLAS COUNTY MULTI-JURISDICTIONAL HOUSING AUTHORITY

TOWN OF
CASTLE ROCK
COLORADO

EXHIBIT 1

INTERGOVERNMENTAL AGREEMENT FOR THE DOUGLAS COUNTY MULTI-JURISDICTIONAL HOUSING AUTHORITY

WHEREAS, Douglas County continues to experience rapid growth and, consequently, the demand for attainable housing exceeds the available supply; and

WHEREAS, the majority of counties and many cities within Colorado have addressed such housing issues through the creation of housing authorities, whose purpose it is to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multi-jurisdictional plan; and

WHEREAS, Colorado Revised Statute 29-1-204.5 provides for the establishment of a separate governmental entity to be known as a multi-jurisdictional Housing Authority;

WHEREAS, The City of Lone Tree, the Town of Castle Rock, the Town of Parker and Douglas County on March 6, 2003 signed an IGA to create the Douglas County Housing Partnership, A Multi-Jurisdictional Housing Authority; and

WHEREAS, It has become necessary to make modifications to the IGA now that the Authority has become operational.

NOW THEREFORE, the undersigned local government members, the City of Lone Tree, the Town of Castle Rock, the Town of Parker, and Douglas County ("Member"), desiring to create the Douglas County Housing Partnership, a Multi-Jurisdictional Housing Authority, a body corporate and politic and a separate governmental entity of the State of Colorado, pursuant to C.R.S. §29-1-204.5, by this Establishing Contract, by and among the parties hereto, each of which is a political subdivision of the State of Colorado authorized by law to establish a multi-jurisdictional Housing Authority by contract, hereby agree:

ARTICLE I
Name

The name of the entity hereby established shall be the Douglas County Housing Partnership, a Multi-Jurisdictional Housing Authority (the "Authority").

ARTICLE II
Purpose

It is the purpose of the Authority to effect the planning, financing, acquisition, construction, reconstruction or repair, maintenance, management, and operation of housing projects or programs pursuant to a multi-jurisdictional plan in order to provide dwelling accommodations at rental prices or purchase prices within the means of families of low or moderate income, and to provide affordable housing projects or programs for employees of employers located within the jurisdiction of the Authority.

EXHIBIT 1

ARTICLE III
Boundaries

The boundaries of the Authority shall be coterminous with the boundaries of the separate governmental entities that comprise the Authority, unless said boundaries are modified by the Authority.

ARTICLE IV
Coordination of Fees and Application Processing

The members of the Authority shall, and shall encourage other political subdivisions within the County to as well, establish their own incentives for the development of affordable housing projects that qualify under criteria established by the Board of Directors pursuant to Article V(b)3

ARTICLE V
Establishment and Organization of Governance

(a) Governance. The Authority shall be governed by a Board of Directors ("Board") Power is vested in the Board as described below.

(b) Board of Directors. The Board of Directors shall be comprised of eight_members. The governing body of each Member of the Authority shall appoint two representatives to the Board, each representative of whom shall be an elected official of the Member or other designated representative. Two persons shall equally represent each Member Jurisdiction. If new members join the Authority in the future, they shall be represented on the Board of Directors two persons for each Member Jurisdiction, and if a Member Jurisdiction withdraws from the Authority, then said jurisdiction will lose its representation, such that the total number of Board members shall correspondingly increase or decrease upon the addition or deletion of Member Jurisdictions. The Board of Directors shall be responsible for the following:

- overall policy for the Housing Authority;
- establishing Bylaws for the duties and conduct of the Board Committees;
- annual budget;
- annual audit to be presented to each Member;
- annual work program; and

  project/program threshold.
-

The Board of Directors will meet monthly to receive formal updates from the Housing Authority staff. One of these meetings will be for review and approval of the annual budget and work program prior to the start of the fiscal year.

Each Member Jurisdiction shall be responsible for identifying its representative(s) to the Board of Directors and deciding if it shall be an elected official or designated representative. Additionally, the Board of Directors shall allow for alternates in the event a regular representative is unable to attend a meeting.

The Board of Directors shall be led by a chairperson, who shall be elected at the same time every year, and will serve a one-year term.

EXHIBIT 1

1. Eligibility, Term of Office, and Filling Vacancies. The following eligibility criteria apply to both the inaugural and subsequent Directors.

   Directors shall serve two-year terms, except that, on the inaugural Board, one Director nominated from each Member shall serve an initial term of one year, and the other Director shall serve an initial term of two years.

   Directors shall receive no compensation for their services; however, reasonable expenses related to the exercise of Board functions shall be reimbursed.

   Vacancies on the Board shall be filled by the jurisdiction from which the vacancy arises.

2. Voting. The Board of Directors shall act only upon a duly executed vote of the Board Members. Each Director shall cast one vote. A vote of the Board shall be deemed duly executed if made by a majority of a quorum of the Directors. A quorum shall consist of both a majority of Board members and at least one representative from each Member Jurisdiction. Proxy voting shall be allowed by alternate representatives designated by a Board Member.

3. Duties of the Board. It shall be the duty of the Board to govern the affairs of the Authority and to establish policies of the Authority, to comply with Parts 1, 5, and 6 of C.R.S. 29-1-204.5, and to exercise with due diligence and prudence the purpose and powers set forth herein, including, but not limited to:

   - Electing a Chair, Vice Chair, Secretary, and Treasurer;
   - Adopting an annual budget by unanimous approval of all Directors;
   - Establishing a method of assessment, of each Member to finance the day-to-day operations of the Authority, subject to unanimous approval of all Directors;
   - Establish criteria for project eligibility for Housing Authority programs and assistance consistent with Federal and State guidelines; and
   - Hold regular meetings at such time and such place as the Board shall, by resolution, from time to time establish.
   - Hire and supervise an Executive Director to oversee the operations of the Authority

4. Officers. The Board of Directors shall include four officers, namely Chair, Vice-Chair, Secretary, and Treasurer.

   - The Chair shall preside at all meetings and execute all legal instruments on behalf of the Authority. The Chair, with approval of the majority of the Board, may delegate signatory authority to other officers or the Executive Director as necessary.
   - The Vice-Chair shall serve as Chair in the event the Chair is absent or unable to fulfill the duties of the Chair.
   - The Secretary shall oversee and attest to the minutes of the Board Meetings and fulfill other duties as may be established by the Board.
   - The Treasurer shall oversee the preparation of the Authority budget and oversee financial transactions and fulfill other duties as may be established by the Board.

The Board shall elect these officers by a two-thirds vote. Any Director may nominate himself or herself or any other Director as a candidate for an office. Officers shall be elected every year and may serve a maximum of three, one-year terms in a six-year period in one officer position. An effort shall be made to rotate the officers between Member Jurisdictions as the Board finds it practical to do so.

5. New Members. New member organizations and agencies must be admitted by unanimous approval by the Board of Directors. The Board of Directors may establish criteria for new members including fees for joining the Authority. New members shall be granted the same number of representatives on the Board of Directors as the original members, as described above in V(b).

   i. Committees The Board of Directors shall establish committees as it finds necessary to advise and make recommendations to the Board. Committees shall be comprised of members of the Board of Directors and representatives of the community.

ARTICLE VI
Revenues

The Authority's revenues will be generated from a variety of sources including local, state and federal. Funding from each Member Jurisdiction shall be based on the annual budget request and subject to annual availability and appropriation by the governing body of each Member Jurisdiction. In the event that additional Member Jurisdictions join the Authority, said new Member Jurisdiction shall provide a percentage of the annual request as show on the chart below of the total member contributions . The amount paid by the new Member Jurisdiction shall be deducted from the percentage to be paid by the other Member Jurisdictions as shown in the chart below.

Member	Percentage of Total Annual Contribution	Percentage of Total Annual Contribution	Percentage of Total Annual Contribution	Percentage of Total Annual Contribution
Douglas County Government	50.000	40.000	30.000	20.000
Town of Castle Rock	16.666	15.000	14.000	13.333
Town of Parker	16.666	15.000	14.000	13.333
City of Lone Tree	16.666	15.000	14.000	13.333
New Member 1		15.000	14.000	13.333
New Member 2			14.000	13.333
New Member 3				13.333

The Housing Authority's fiscal year shall begin in January and coincide with the calendar year.

ARTICLE VII
Powers and Functions

(a) Powers. The general powers of the Authority include the following:

EXHIBIT 1

1. The use of any power and responsibility listed below shall be at the discretion of the Board of Directors
2. To plan, finance, acquire, construct, manage, and operate housing for families of low or moderate income;
3. To plan, finance, acquire, construct, manage, and operate housing programs for employees of employers located within the jurisdiction of the Authority;
4. To make and enter into contracts with any person, including, without limitation, contracts with state or federal agencies, private enterprises, and nonprofit organizations;
5. To employ agents and employees;
6. To cooperate with state and federal governments concerning the financing of housing projects and programs;
7. To acquire, hold, lease (as lessor or lessee), sell, or otherwise dispose of any real or personal property, commodity, or service;
8. 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, however,. that the use of condemnation by the Housing Authority shall occur only with the concurrence of the participating local government jurisdiction where the proposed condemnation action is located;
9. Levy, in all of the area within the boundaries of the Authority, a sales or use tax, according to state law; provided, however, that the use of taxing authority by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;
10. Levy,.in all of the area within the boundaries of the Authority, an ad valorem tax; provided, however, that the use of taxing authority by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval;
11. To incur debts, liabilities, or obligations;
12. To sue and be sued in its own name;
13. To have and use a corporate seal;
14. To fix, maintain, and revise fees, rents, security deposits, and charges for functions, services, or facilities provided by the Authority;
15. To adopt, by resolution, regulations respecting the exercise of its powers and the carrying out of its purposes;
16. To exercise any other powers that are essential to the provision of functions, services, or facilities by the Authority and that are specified in the contract;

17. To perform any acts and things authorized by C.R.S. 29-1-204.5 under, through, or by means of an agent or by contracts with any person, firm, or corporation;

18. To issue revenue or general obligation bonds according to state law;

19. No action by the Housing Authority to establish or increase any tax or development impact fee shall take effect 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; provided, however, that the use of taxing authority or the imposition of development impact fees by the Housing Authority shall occur only with the concurrence of all of the participating local government jurisdictions prior to submission for voter approval; and

20. 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 this section on the same terms as and subject to the same conditions provided in C.R.S. §43-4-605.

(b) Functions. The functions, duties, and emphasis for the Housing Authority as listed below do not necessarily constitute a complete list; the Board of Directors may choose to work in other functional areas supportive of attainable housing. Likewise, the list is not intended to suggest that all the functions should be a part of the ~~initial~~ work program for the Housing Authority; the type and number of functions will depend upon the direction of the Board of Directors and the capacity of the Housing Authority to engage in particular areas of work.

1. Permanent Staff / Services with some functions to be contracted

2. Provide homeownership and rental assistance programs

3. Act as a Conduit for Private Community Non-Profit programs

4. Administer Section 8 programs

5. Identify properties that can be developed or redeveloped for attainable housing

6. Issue double tax-exempt bonds for affordable housing

7. Create public/private partnerships: Help private developers and non-profits package deals and group funding from a variety of resources

8. Housing Inspection for habitability for new homeowners

9. Development Coordinator / Expediter (either Housing Authority staff or public agency staff)

10. Leadership

11. Advocacy

12. Public Affairs

13. Housing Laws and Regulations

ARTICLE VIII
Status as Political Subdivision

The Authority shall be a political subdivision and a public corporation of the State, separate from the parties to the contract, and shall be a validly created and existing political subdivision and public corporation of the State, irrespective of whether a contracting member government withdraws (whether voluntarily, by operation of law, or otherwise) from such Authority subsequent to its creation under circumstances not resulting in the rescission or termination of the contract establishing such Authority pursuant to its terms. It shall have the duties, privileges, immunities, rights, liabilities, and disabilities of a public body politic and corporate. The Authority may deposit and invest its moneys in the manner provided in C.R.S. §43-4-616.

ARTICLE IX
Obligations of Authority

The bonds, notes, and other obligations of such Authority shall not be the debts, liabilities, or obligations of the contracting member governments.

ARTICLE X
Insurance

The Authority shall procure and maintain with insurers with an A- or better rating as determined by Best's Key Rating Guide, at its own expense, the following policies of insurance:

(a) The Authority shall procure Workers' Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this contract, and Employers' Liability insurance with the following limits:

Workers' Compensation:	Statutory
Employers' Liability:	$1,000,000

(b) Commercial General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000.00) each occurrence and ONE MILLION DOLLARS ($1,000,000.00) aggregate. The policy will be applicable to all premises and operations. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy will contain a severability of interests provision.

(c) Hired and Non-owned Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to hired and non-owned vehicles assigned to or used in performance of the Authority services. The policy will contain a severability of interests provision. In the event the Authority acquires automobiles, the Authority will procure Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000.00) each occurrence with respect to each owned, hired, and non-owned vehicle assigned to or used in performance of the Authority services. The policy will contain a severability of interests provision.

(d) Professional Liability Insurance in an amount not less than ONE MILLION DOLLARS ($1,000,000.00) including coverage for errors and omissions.

ARTICLE XI
Treasurer's Bond

The Treasurer for the Board of Directors shall execute to the People of Colorado a bond, in such penal sum to be determined by the Board of Directors based on commonly practiced criteria, the condition of which shall be in substance as follows: "Whereas, the above bounden _____ was elected to the office of Treasurer of the Douglas County Housing Partnership on the ____ day of ________, ____; Now, the condition of this obligation is such that if the said Treasurer, during his continuance in office by virtue of said election without fraud, deceit, or oppression, shall pay over all moneys that may come into his hands as Treasurer, and shall deliver to his successor all writs, papers, and other things pertaining to his office, which may be so required by law, then the above obligations shall be void, otherwise to remain in full force and effect."

ARTICLE XII
Provisions

(a) Term. This Contract shall continue in full force and effect until terminated in accordance with the provisions of subparagraph (c), below.

(b) Amendment. This Contract may be modified or amended only by action of the respective governing bodies of all Member Jurisdictions.

(c) Termination. This Contract may be rescinded or terminated by action of the governing bodies of all the Members. In the event of the rescission or termination of this Contract and the dissolution of the Authority, all right, title, and interest of the Authority in General Assets (as hereinafter defined) of the Authority shall be conveyed to the Members, who are such at the time of rescission or 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 Member shall be that proportion which the total dollar amount paid or contributed by such Member 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 Members during the life of the Authority. The term "General Asset" as used herein shall include all legal and equitable interests in real or personal property, tangible or intangible, of the Authority.

(d) Withdrawal. Any Member may withdraw from the Authority as of the end of any calendar year by giving written notice to the Authority at least 90 days prior to the end of such calendar year, provided that such withdrawing Member shall pay all of its obligations hereunder to the effective date of its withdrawal.

(e) Funding Appropriated. Notwithstanding any other term or condition of this Agreement, it is expressly understood and agreed that the obligation of any party for all or any part of the payment obligations herein, whether direct or contingent, shall only extend to payment of monies duly and lawfully appropriated for the purpose of this contract by each party's respective governing body. Each party hereby represents to the other that all monies necessary to pay that party's obligations set out herein for the project as of the date of execution of this contract have been legally appropriated for the purpose of this Agreement.

(f) Applicable Law. This Agreement shall be interpreted pursuant to the laws of the State of Colorado. The parties agree to comply with all applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this agreement is executed.

(g) Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the parties hereunder.

(h) Venue. Venue for any litigation arising out of any dispute hereunder shall be in the Douglas County District Court, State of Colorado.

(i) Headings for Convenience. Headings and titles contained herein are intended for the convenience and reference of the parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

(j) No Waiver Of Governmental Immunity Act. The parties hereto understand and agree that all parties, their commissioners, mayors, city councils, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to that party.

(k) Entire Agreement. This Agreement constitutes the entire Agreement of the parties hereto. The parties agree there have been no representation made other than those contained herein; that this Agreement constitutes their entire Agreement; and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

EXHIBIT 1

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

DOUGLAS COUNTY, STATE OF COLORADO

THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO,

BY:______________________________

ATTEST:

____
Melissa Pelletier
Deputy Clerk

APPROVED AS TO CONTENT:

____
Douglas J. DeBord, County Administrator

Date:________________________

APPROVED AS TO LEGAL FORM:

____
Lance Ingalls, County Attorney

Date:________________________

APPROVED AS TO FISCAL CONTENT:

____
Andrew Copland, Director of Finance

Date:________________________

CITY OF LONE TREE

By: ______________________________
Jim Gunning, Mayor

ATTEST:

By: ______________________________
Jennifer Pettinger, City Clerk

EXHIBIT 1

TOWN OF CASTLE ROCK

____
Randy A. Reed, Mayor

ATTEST:

____
Sally A. Misare
Town Clerk

APPROVED AS TO FORM:

____
Robert J. Slentz
Town Attorney

TOWN OF PARKER, COLORADO

BY: ____________________________
David Casiano, Mayor

ATTEST:

____
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

____
James S. Maloney, Town Attorney