

SouthWEST Opioid Response District (SWORD)
**INTERGOVERNMENTAL AGREEMENT OF PARTICIPATING LOCAL
GOVERNMENTS**

THIS SouthWEST Opioid Response District (SWORD) **INTERGOVERNMENTAL AGREEMENT** (the “Agreement”) is made between Archuleta County, Dolores County, La Plata County, Montezuma County, San Juan County and the included municipalities as undersigned below, individually herein as “Participating Local Governments” or “Party” or collectively as the “Parties”).

RECITALS

WHEREAS, the State of Colorado and the Participating Local Governments executed the Colorado Opioids Summary Memorandum of Understanding (the “Colorado MOU”), establishing the manner in which Opioid Funds shall be divided and distributed within the State of Colorado;

WHEREAS, the Agreement assumes and incorporates the definitions and provisions contained in the Colorado MOU, and the Agreement shall be construed in conformity with the Colorado MOU;

WHEREAS, all Opioid Funds, regardless of allocation, shall be used for Approved Purposes;

WHEREAS, pursuant to the Terms of the Colorado MOU, Participating Local Governments must organize themselves into Regions, as further depicted in Exhibit E to the Colorado MOU. The SWORD (Region 17) is composed of Participating Local Governments in Montezuma, Dolores, San Juan, La Plata, and Archuleta Counties including the Southern Ute and Ute Mountain Ute Indian Tribes;

WHEREAS, there shall be a 60% direct allocation of Opioid Funds to Regions through a Regional Share and each Region shall be eligible to receive a Regional Share according to Exhibit C to the Colorado MOU;

WHEREAS, the Colorado MOU establishes the procedures by which each Region shall be entitled to Opioid Funds and shall administer its Regional Share allocation;

WHEREAS, the procedures established by the Colorado MOU include a requirement that each Region shall create its own Regional Council;

WHEREAS, all aspects of the creation, administration, and operation of the Regional Council shall proceed in accordance with the provisions of the Colorado MOU;

WHEREAS, each such Regional Council shall designate a fiscal agent from a participating county or municipal government within that Region;

WHEREAS, each such Regional Council shall submit an initial two-year plan to the Abatement Council that identifies the Approved Purposes for which the requested funds will be used, and the Regional Council's fiscal agent shall provide data and a certification to the Abatement Council regarding compliance with its two-year plan on an annual basis; and

WHEREAS, the Agreement pertains to the procedures for the Parties to establish a Regional Council, designate a fiscal agent, and request and administer Opioid Funds in a manner consistent with the Colorado MOU.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate the recitals set forth above and agree as follows:

1. **DEFINITIONS.** The defined terms used in this Agreement shall have the same meanings as in the Colorado MOU. Capitalized terms used herein and not otherwise defined within the Agreement or in the Colorado MOU shall have the meanings ascribed to them in the body of the Agreement.
2. **OBLIGATIONS OF THE PARTIES.** The Parties shall perform their respective obligations as set forth in the Agreement, the Colorado MOU, and the accompanying exhibits to the Colorado MOU, as incorporated herein by reference.
3. **REGIONAL COUNCIL.**

3.1. Purpose: In accordance with the Colorado MOU, a Regional Council, consisting of representatives appointed by the Parties (Participating Local Governments), shall be created to oversee the procedures by which a Region may request Opioid Funds from the Abatement Council and the procedures by which the allocation of its Region's Share of Opioid Funds are administered. This may also include settlement funds from individual communities that chose to designate to the regional pool.

3.2. Membership: The Parties agree that the Regional Council for the Southwest Region (Region 17) shall be called the **SouthWEST Opioid Response District (SWORD)** and consist of at least seven (7) members from the following:

- a. **Voting Members.** Voting Members shall be appointed by the Parties as set forth below. The Parties shall collaborate to appoint Local Government Members and to the extent practicable, Voting Members shall be selected from different counties and cities. No single county or city should dominate the make-up of the Regional Council. Voting Members shall be selected as follows:
 - i. 1 representative appointed by each county (can be commissioners).
 - ii. 1 representative appointed from a rotating city within each county (or other city agreed upon) (can be councilmembers and mayors). A rotating city member shall be selected by majority vote of the cities within each county who do not have a Voting Member currently sitting on the

Regional Council.

- iii. 1 representative from each public health department within the region.
- iv. 1 representative from a county human services department.
- v. At least 1 representative appointed from law enforcement within the region (sheriff, police, local city or town district attorney, etc.).
- vi. 1 representative from a municipal or county court system within the region.

b. **Non-Voting Members.** Non-voting members shall serve in an advisory capacity with the **SWORD** Bylaws outlining terms and selection criteria. Any Non-Voting Members shall be appointed by the Parties and comprised of, but not limited to the following, and shall not to include providers who may be recipients of funds:

- i. Representatives from behavioral health providers.
- ii. Representatives from health care providers.
- iii. Recovery/treatment experts.
- iv. Other county or city representatives.
- v. Tribal representatives.
- vi. A representative from the Attorney General's Office as desired.
- vii. Community representative(s), preferably those with lived experience with the opioid crisis.

c. **Chair:** The Voting Members of the **SWORD** Council shall appoint one member to serve as Chair of the Regional Council. The Chair's primary responsibilities shall be to schedule periodic meetings and votes of the **SWORD** Council as needed and to serve as the point of contact for disputes within the Region. The Acting Chair must be a Voting Member.

3.3. Non-Participation: A Local Government that chooses not to become a Participating Local Government in the Colorado MOU shall not receive any Opioid Funds from the Regional Share or participate in the Regional Council.

3.4. Terms: The **SWORD** Council will establish terms and procedures through its Bylaws that will be consistent with this IGA and the Colorado MOU. A copy of the Bylaws, will be attached as Exhibit A of this Agreement.

- a. If a Voting Member resigns or is otherwise removed from the **SWORD** Council prior to the expiration of their term, a replacement Voting Member

shall be appointed within sixty (60) days in accordance with Section 3.2 (a) to serve the remainder of the term. If the Parties are unable to fill a Voting Member vacancy within sixty (60) days, the existing Voting Members of the SWORD Council at the time of the vacancy shall work collectively to appoint a replacement Voting Member in accordance with Section 3.2 (a).

- b. SWORD Council members may be appointed more than once and may serve consecutive terms if appointed to do so by the Regional Council.

3.5. Duties: The Regional Council shall be the entity that is responsible and has the authority to engage with the Abatement Council on behalf of the Region and follow the procedures outlined in the Colorado MOU for requesting Opioid Funds from the Regional Share, which shall include developing 2-year plans, amending those plans as appropriate, and providing the Abatement Council with data through its fiscal agent regarding Opioid Fund expenditures. Upon request from the Abatement Council, the Regional Council may also be subject to an accounting from the Abatement Council.

3.6. Governance: The SWORD Council will establish its own procedures through adoption of bylaws but is not a separate legal entity. Any governing documents must be consistent with the other provisions in this section and the Colorado MOU.

Should the SWORD Council require legal assistance in determining its authority, it may seek guidance from the legal counsel of the county or municipal government of the Regional Council's fiscal agent at the time the issue arises.

3.7. Collaboration: The Regional Council should work to facilitate collaboration between the Colorado Attorney's General's Office, Participating Local Governments within its Region, the Abatement Council, and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado.

3.8. Transparency: The Regional Council shall operate with all reasonable transparency and abide by all Colorado laws relating to open records and meetings. To the extent the Abatement Council requests outcome-related data from the Regional Council, the Regional Council shall provide such data in an effort to determine best methods for abating the opioid crisis in Colorado.

3.9. Conflicts of Interest: All Members of the Council, voting and non-voting, shall abide by the conflict-of-interest rules applicable to local government officials under state law.

3.10. Ethics Laws: Members of the Council shall abide by their local ethics laws or, if no such ethics laws exist, by applicable state ethics laws.

3.11. Decision Making: The Regional Council shall seek to make all decisions by consensus. In the event consensus cannot be achieved, the Regional Council shall make decisions by a majority vote of its Members.

4. REGIONAL FISCAL AGENT

4.1. Purpose: According to the Colorado MOU, the Regional Council must designate a fiscal agent for the Region prior to the Region receiving any Opioid Funds from the Regional Share. All funds from the Regional Share shall be distributed to the Regional Council's fiscal agent for the benefit of the entire Region. This may also include settlement funds from individual communities that chose to designate to the regional pool.

4.2. Designation and Term: The Parties agree that **La Plata County** shall act as the initial fiscal agent for the Region for a period of one-year from the date this Agreement becomes effective, or until a replacement fiscal agent has been appointed by the Regional Council, unless the fiscal agent resigns as set forth in this Agreement. Thereafter, the Regional Council shall nominate and designate a fiscal agent for the Region by majority vote on an annual basis. Regional fiscal agents must be one of the Participating Local Governments.

4.3. Duties: The Regional fiscal agent shall receive, deposit, and make available Opioid Funds distributed from the Abatement Council and provide expenditure reporting data to the Abatement Council on an annual basis. In addition, the Regional fiscal agent shall perform certain recordkeeping duties outlined below.

- a. **Opioid Funds:** The Regional fiscal agent shall receive all Opioid Funds as distributed by the Abatement Council. Upon direction by the Regional Council, the Regional fiscal agent shall make any such Opioid Funds available to the Regional Council; provided, that nothing shall require the fiscal agent to make funds available or expend them when the fiscal agent has a reasonable basis to believe that use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement. Additionally, to the extent that the Regional fiscal agent is responsible for contracting with third-parties for goods and services approved by the Regional Council, the fiscal agent will procure goods or services, and award contracts, in the manner that is consistent with its own procurement code and/or policies and will only enter into agreements on terms that are agreeable to the fiscal agent.
- b. **Reporting to Abatement Council:** On an annual basis, as determined by the Abatement Council, the Regional fiscal agent shall provide to the Abatement Council the Regional Council's expenditure data from their allocation of the Regional Share and certify to the Abatement Council that the Regional Council's expenditures were for Approved Purposes and complied with its 2-year plan.

- c. **Recordkeeping:** The Regional fiscal agent shall maintain necessary records with regard the Regional Council’s meetings, decisions, plans, and expenditure data.

4.4. Authority: The fiscal agent serves at the direction of the Regional Council and in service to the entire Region, subject to the limitations set forth in this Section 4. The terms of the Colorado MOU control the authority of the Regional Council, and by extension, the Regional fiscal agent. The Regional fiscal agent shall not stray outside the bounds of the authority and power vested by the Colorado MOU.

4.5. Administrative Fee: According to the Colorado MOU, the total administrative fee paid by the Regional Council for all administrative costs shall not exceed actual costs or 10% of the Region’s allocation of the Regional Share, whichever is less.

This Parties agree that the Regional fiscal agent shall receive an administrative fee of 10%, or its actual costs if less, annually including but not limited to in-kind expenses for staff services. The rates, fees, or the cost of staff and employee services provided by the fiscal agent shall be based upon each Party’s organization-wide cost allocation plan that allocates indirect costs across operations prepared in accordance with the cost principles found in the Office of Management and Budget Circular A-87, “Cost Principles for State, Local and Indian Tribal Governments”.

The Parties further agree that if the fiscal agent becomes involved in litigation or is required to take any action to enforce or defend any contract or agreement entered into on behalf of the Regional Council, the fiscal agent shall be entitled to reimbursement of all costs and expenses, as well as attorneys’ fees, incurred in prosecuting, defending, or settling such matter. Such costs shall be paid for first from the then-current or future administrative costs the Regional Council is allowed to collect from the Opioid Funds and then equally by the Parties themselves, to the extent permitted by law. Provided, however, that the Regional Council shall have no duty to reimburse the fiscal agent if the litigation is as a result of the fiscal agent’s gross negligence or willful conduct.

4.6. Resignation of Fiscal Agent: If the fiscal agent has a reasonable basis to believe that any proposed use or expenditure of Opioid Funds would violate the terms of the MOU or any settlement agreement, if procurement of goods or services would be inconsistent with its own procurement code and/or policies, or if the proposed terms and conditions any proposed contract or agreement contain terms that are not agreeable to the fiscal agent, the fiscal agent shall inform the Regional Council that it will not expend funds as directed by the Council. Moreover, in such an event or if the fiscal agent incurs any costs, expenses, or other liability in prosecuting, defending, or settling any claims related to a contract entered into on behalf of the Regional Council that are not reimbursed by the Regional Council, the fiscal agent shall have the authority and right to resign as the Regional fiscal agent. Upon such resignation, if no other Party agrees to act as fiscal agent and accept transfer of unexpended Opioid Funds within thirty (30) days of receipt of notice from the resigning fiscal agent, the resigning fiscal agent shall have the right to return unexpended Opioid Funds to the Abatement Council.

Resignation as the fiscal agent shall not otherwise affect any Participating Local Government's participation in the Regional Council and shall not be deemed as a termination of the Agreement or withdrawal from participation in the Regional Council.

5. REGIONAL TWO-YEAR PLAN

5.1. Purpose: According to the Colorado MOU, as part of the Regional Council's request to the Abatement Council for Opioid Funds from its Regional Share, the Regional Council must submit a 2-year plan identifying the Approved Purposes for which the requested funds will be used.

5.2 Development of 2-Year Plan: In developing a 2-year plan, the Regional Council will solicit recommendations and information from all Parties and other stakeholders within its Region for the purposes of sharing data, outcomes, strategies, and other relevant information related to abating the opioid crisis in Colorado. At its discretion, the Regional Council may seek assistance from the Abatement Council for purposes of developing a 2-year plan.

5.3 Amendment: At any point, the Regional Council's 2-year plan may be amended so long as such amendments comply with the terms of the Colorado MOU and any Settlement.

6. DISPUTES WITHIN REGION.

In the event that any Party disagrees with a decision of the Regional Council, or there is a dispute regarding the appointment of Voting or Non-Voting Members to the Regional Council, that Party shall inform the Acting Chair of its dispute at the earliest possible opportunity. In Response, the Regional Council shall gather any information necessary to resolve the dispute. Within fourteen (14) days of the Party informing the Acting Chair of its dispute, the Regional Council shall issue a decision with respect to the dispute. In reaching its decision, the Regional Council may hold a vote of Voting Members, with the Acting Chair serving as the tie-breaker. However, in any disputes regarding the appointment of a Voting Member, that Voting Member will be recused from voting on the dispute. The decision of the Regional Council is a final decision. Notwithstanding the foregoing, the Regional fiscal agent has the right and authority to refrain from taking actions as set forth in Section 4 above.

7. DISPUTES WITH ABATEMENT COUNCIL.

If the Regional Council disputes the amount of Opioid Funds it receives from its allocation of the Regional Share, the Regional Council shall alert the Abatement Council within sixty (60) days of discovering the information underlying the dispute. However, the failure to alert the Abatement Council within this time frame shall not constitute a waiver of the Regional Council's right to seek recoupment of any deficiency in its Regional Share.

8. RECORDKEEPING.

The acting Regional fiscal agent shall be responsible for maintaining records consistent with the Agreement.

9. TERM.

The Agreement will commence on the date it is fully executed by all Parties, and shall expire on the date the last action is taken by the Region, consistent with the terms of the Colorado MOU and any Settlement (the “Term”).

10. INFORMATIONAL OBLIGATIONS.

Each Party hereto will meet its obligations as set forth in C.R.S. § 29-1-205, as amended, to include information about this Agreement in a filing with the Colorado Division of Local Government; however, failure to do so shall in no way affect the validity of this Agreement or any remedies available to the Parties hereunder.

11. CONFIDENTIALITY.

The Parties, for themselves, their agents, employees and representatives, agree that they will not divulge any confidential or proprietary information they receive from another Party or otherwise have access to, except as may be required by law. Nothing in this Agreement shall in any way limit the ability of the Parties to comply with any laws or legal process concerning disclosures by public entities. The Parties understand that all materials exchanged under this Agreement, including confidential information or proprietary information, may be subject to subpoena, discovery or the Colorado Open Records Act., § 24-72-201, *et seq.*, C.R.S., (the “Act”). In the event of a request to a Party for disclosure of confidential materials, that Party shall advise the other Parties of such request in order to give the Parties the opportunity to object to the disclosure of any of its materials which it marked as, or otherwise asserts is, proprietary or confidential. If any Party objects to disclosure of any of its material, the objecting Party shall identify the legal basis under the Act for any right to withhold. In the event of any administrative or legal action where a subpoena or discovery request is served or the filing of a lawsuit to compel disclosure under the Act or otherwise, the objecting Party agrees to intervene in such action or lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. If the matter is not resolved or the objecting Party fails to intervene in the timeframe required by law for production of documents, the Parties may tender all material to the party that submitted the request.

12. GOVERNING LAW; VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action relating solely to the Agreement will be in the La Plata County District Court. Venue for any legal action relating to the Colorado MOU shall be in a court of competent jurisdiction where a Settlement or consent decree was entered, as those terms are described or defined in the Colorado MOU. If a legal action relates to both this Agreement and the Colorado MOU, venue shall also be in a court of competent jurisdiction where a Settlement or consent decree was entered.

13. TERMINATION.

The Parties enter into this Agreement to serve the public interest. If this Agreement ceases to further the public interest, any Party, in its discretion, may terminate its participation in the Agreement, in whole or in part, upon written notice to the other Parties. Each Party also has the right to terminate the Agreement with cause upon written notice effective immediately, and

without cause upon thirty (30) days prior written notice to the Parties. A Party's decision to terminate this Agreement, with or without cause, shall have no impact on the other Parties' present or future administration of its Opioid Funds and the other procedures outlined in this Agreement. Rather, any Party's decision to terminate their participation in this Agreement shall have the same effect as non-participation, as outlined in Section 3.3.

14. NOTICES.

"Key Notices" under this Agreement are notices regarding default, disputes, or termination of the Agreement. Key Notices shall be given in writing and shall be deemed received if given by: (1) certified mail, return receipt requested, postage prepaid, three business days after being deposited in the United States mail; or (2) overnight carrier service or personal delivery, when received. All other communications or notices between the Parties that are not Key Notices may be done via electronic transmission. The Parties agree that any notice or communication transmitted by electronic transmission shall be treated in all manner and respects as an original written document; any such notice or communication shall be considered to have the same binding and legal effect as an original document. All Key Notices shall include a reference to the Agreement, and Key Notices shall be given to the Parties at the following addresses:

Archuleta County - PO Box 1507 Pagosa Springs, CO 81147

Town of Pagosa Springs - PO Box 1859 Pagosa Springs, CO 81147

Dolores County - Dolores County PO Box 608 Dove Creek, CO 81324

Town of Dove Creek - PO Box 508 Dove Creek, CO 81324

Town of Rico - PO Box 9 Rico, CO 81332

La Plata County - 1101 E. 2nd Avenue Durango, CO 81301

Town of Bayfield - PO Box 80 Bayfield, CO 81122

City of Durango - 949 E. 2nd Avenue Durango, CO 81301

Town of Ignacio - PO Box 459 Ignacio, CO 81137

Montezuma County - 109 W. Main Street #260 Cortez, CO 81321

City of Cortez - 123 Roger Smith Avenue Cortez, CO 81321

Town of Dolores - PO Box 630 Dolores, CO 81323

Town of Mancos - PO Box 487 Mancos, CO 81328

San Juan County- PO Box 466 Silverton, CO 81433

Town of Silverton - PO Box 250 Silverton, CO 81433

Any Party may update their notice address by providing a Key Notice to the other parties in the manner set forth in this Agreement.

15. GENERAL TERMS AND CONDITIONS

- 15.1. Independent Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
- 15.2. Assignment.** This Agreement shall not be assigned by any Party without the prior written consent of all Parties. Any assignment or subcontracting without such consent will be ineffective and void and will be cause for termination of this Agreement.
- 15.3. Integration and Amendment.** This Agreement represents the entire agreement between the Parties and terminates any oral or collateral agreement or understandings. This Agreement may be amended only by a writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and the remaining provision of this Agreement shall continue in full force and effect.
- 15.4. No Construction Against Drafting Party.** The Parties and their respective counsel have had the opportunity to review the Agreement, and the Agreement will not be construed against any Party merely because any provisions of the Agreement were prepared by a particular Party.
- 15.5. Captions and References.** The captions and headings in this Agreement are for convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- 15.6. Statutes, Regulations, and Other Authority.** Any reference in this Agreement to a statute, regulation, policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the execution of this Agreement.
- 15.7. Conflict of Interest.** No Party shall knowingly perform any act that would conflict in any manner with said Party's obligations hereunder. Each Party certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of its obligations hereunder. No elected or

employed member of any Party shall be paid or receive, directly or indirectly, any share or part of this Agreement or any benefit that may arise therefrom.

- 15.8. Inurement.** The rights and obligations of the Parties to the Agreement inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns, provided assignments are consented to in accordance with the terms of the Agreement.
- 15.9. Survival.** Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement and any exhibits that require continued performance or compliance beyond the termination or expiration of this Agreement shall survive such termination or expiration and shall be enforceable against a Party if such Party fails to perform or comply with such term or condition.
- 15.10. Waiver of Rights and Remedies.** This Agreement or any of its provisions may not be waived except in writing by a Party's authorized representative. The failure of a Party to enforce any right arising under this Agreement on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- 15.11. No Third-Party Beneficiaries.** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity. Any person or entity other than the Parties receiving services or benefits pursuant to the Agreement is an incidental beneficiary only.
- 15.12. Records Retention.** The Parties shall maintain all records, including working papers, notes, and financial records in accordance with their applicable record retention schedules and policies. Copies of such records shall be furnished to the Parties request. Provided, however, that any records related to the receipt and expenditure of Opioid Funds shall be maintained for at least five (5) years, in the manner as set forth in the Colorado MOU.
- 15.13. Execution by Counterparts; Electronic Signatures and Records.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101, *et seq.* The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

15.14. Authority to Execute. Each Party represents that all procedures necessary to authorize such Party's execution of this Agreement have been performed and that the person signing for such Party has been authorized to execute the Agreement.

Attached Exhibits
Exhibit A, Bylaws

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Therefore the Parties hereto have executed this agreement on the date shown below:

ARCHULETA COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

DOLORES COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

La PLATA COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

MONTEZUMA COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

SAN JUAN COUNTY, COLORADO

by and through its Board of Commissioners

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF PAGOSA SPRINGS, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF DOVE CREEK, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF RICO, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF BAYFIELD, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF IGNACIO, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF DOLORES, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

TOWN OF MANCOS, COLORADO

by and through its Board of Trustees

By (Signature): _____

Name & Title: _____

Date: _____

CITY OF CORTEZ, COLORADO

by and through its Council

By (Signature): _____

Name & Title: _____

Date: _____

CITY OF DURANGO, COLORADO

by and through its Council

By (Signature): _____

Name & Title: _____

Date: _____