

DELEGATION AND PARTICIPATION AGREEMENT

This DELEGATION AND PARTICIPATION AGREEMENT, dated as of March 15, 2021 (this “Delegation and Participation Agreement”), is by and between Johnstown, a home rule municipality and political subdivision duly organized and existing under the laws and Constitution of the State of Colorado (“Johnstown”) and the CITY AND COUNTY OF DENVER, COLORADO, a legally and regularly created, established, organized and existing home rule charter city and political subdivision under the Constitution and statutes of the State of Colorado (“Denver”);

RECITALS:

WHEREAS, the State of Colorado (the “State”) Constitution Article XIV, Section 18(2)(a) provides that nothing in the Constitution shall prohibit any of the State’s political subdivisions from cooperating with one another to provide any service lawfully authorized to each of the cooperating units; and

WHEREAS, Denver is authorized pursuant to its Home Rule Charter to promote the financing of mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants and to promote the public health, welfare, safety, convenience and prosperity of the people of Denver; and

WHEREAS, Denver sponsors the Metro Mortgage Assistance Plus Program to provide competitive mortgage loans which will be coupled with down payment and closing cost assistance in connection with financing mortgage loans for low- and moderate- income persons or families intended for use as the sole place of residence by the owners or intended occupants thereof (the “Program”); and

WHEREAS, Denver has invited Johnstown to participate in the Program; and

WHEREAS, Johnstown has the full legal authority to participate in the Program pursuant to its Home Rule Charter, the general powers granted to it in Title 29, Article 1, Section 203 of the Colorado Revised Statutes, as amended; Title 31, Article 15, Section 101 *et seq.*, Colorado Revised Statutes, as amended, and the Resolution adopted by Johnstown Town Council authorizing Johnstown’s participation in the Program pursuant to this Delegation and Participation Agreement (collectively the “Act”); and

WHEREAS, Johnstown desires to delegate to Denver the authority of Johnstown to take action and exercise power under the Act on behalf of Johnstown with respect to the Program within Johnstown’s incorporated boundaries.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, Johnstown and Denver hereby agree as follows:

Section 1. Johnstown hereby delegates to Denver the authority of Johnstown to take action and exercise power under the Act on behalf of Johnstown with respect to the Program within Johnstown’s boundaries.

Section 2. Denver hereby accepts the delegation of authority from Johnstown pursuant to Section 1 hereof and agrees to abide by each of the terms and conditions of this Delegation and Participation Agreement in connection with the use of such delegation. Denver agrees to make the Program available to Johnstown for the origination of home mortgages within Johnstown's incorporated boundaries.

Section 3. In the event that the Program is discontinued by Denver, this Delegation and Participation Agreement, and all duties, obligations and rights of Denver and Johnstown hereunder, shall terminate. If the Program is terminated, Johnstown agrees to hold Denver harmless for any costs or any other liabilities incurred by Johnstown with respect to the adoption and approval of this Delegation and Participation Agreement or any other Johnstown actions related thereto.

Section 4. Johnstown's participation in the Program pursuant to this Delegation and Participation Agreement shall not be construed as creating or constituting a general obligation or multiple fiscal year direct or indirect indebtedness or other financial obligation whatsoever of Johnstown nor a mandatory payment obligation of Johnstown in any fiscal year during which this Delegation and Participation Agreement shall be in effect.

[Signatures on the following pages]

IN WITNESS WHEREOF, Johnstown and Denver have caused this Delegation and Participation Agreement to be executed and be effective as of March 15, 2021.

Town of Johnstown

[SEAL]

By _____
Gary Lebsack, Mayor

Attest:

By _____
Diana Seele, Town Clerk

CITY AND COUNTY OF DENVER,
COLORADO

By _____
Chief Financial Officer

[Signature Page to Delegation and Participation Agreement]