

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MINTURN
AND THE MINTURN DOWNTOWN DEVELOPMENT AUTHORITY FOR SUPPORT
AND SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made this _____ day of _____, 2025 by and between the Town of Minturn, a Colorado home rule municipality (“the Town”) and the Minturn Downtown Development Authority, a political subdivision of the State of Colorado organized pursuant to C.R.S. §31-25-801, et seq., (the “DDA”). The Town and the DDA are collectively referred to as the “Parties.”

RECITALS

- A. The Town of Minturn has established the Minturn Downtown Development Authority in accordance with state law to support the revitalization and economic development of its downtown area.
- B. The DDA is in its organizational phase and requires operational and administrative support to effectively develop and implement its mission, vision, and goals.
- C. The Town has the capacity and interest in providing temporary support to the DDA through Town personnel and administrative infrastructure.
- D. The Parties are authorized under C.R.S. § 29-1-203 to enter into intergovernmental agreements for the provision of services and cooperation.
- E. The Parties desire to enter into this Agreement to define the scope and nature of administrative services to be provided by the Town to the DDA.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual promises and agreements of the parties and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Recitals. The foregoing recitals are incorporated herein by this reference.
- 2. Term. This Agreement shall commence on the Effective Date and shall continue for a period of one (1) year, at which time it may be renewed for up to two (2) additional one-year terms, subject to annual appropriation pursuant to Section 6 below.
- 3. Services Provided by the Town. The Town agrees to provide the following services to the DDA:
 - a. Administrative and Clerical Support
 - i. Posting of public meeting notices, agendas, and materials in compliance

with state law.

- ii. Preparation and maintenance of meeting agendas, minutes, resolutions, and official records.
- iii. Assistance with correspondence, scheduling, and communication with DDA board members and stakeholders.

b. Financial and Budgeting Services

- i. Assistance in the development of the DDA's annual budget.
- ii. Tracking of DDA revenues and expenditures through the Town's financial systems.
- iii. Processing of payments and reimbursements on behalf of the DDA, subject to budget approval.
- iv. Preparation of periodic financial reports.

c. Specific Staff Services and Roles. The Town may provide support and other services to the Minturn DDA as authorized by the Town Manager, including, but not limited to:

- i. The Deputy Town Clerk will serve part time at the discretion of the Town Manager in the role of Interim Executive Director to implement start-up actions for the DDA to help establish vision and goals and implement operating and work plans. Duties will include, but may not be limited to, work with the DDA elected officers and other Town staff to prepare meeting agendas, coordinate with consultants, provide administrative functions, and oversee the running of the DDA operations.
- ii. The Deputy Town Clerk(s) will work with the DDA secretary to assist in the taking of minutes and keeping of DDA documents and records, ensuring compliance with the Open Meetings Law and Open Records Act.
- iii. The Minturn Town Treasurer will manage a fiduciary fund for the DDA within the Town budget, and work with the DDA treasurer to oversee the DDA budget, accounting and financial reporting.
- iv. Additional administrative staff assistance and support services as needed from time to time and mutually agreed upon.

- v. Use of meeting and conference rooms for DDA board meetings, committee meetings and public open forums, as may be available upon request by the DDA.
 - vi. The Town shall include the DDA board members in the Town's risk management insurance coverage as approved by CIRSA.
 - vii. The Town may provide the DDA limited marketing services; this may include engagement and video conferencing tools, basic copying and printing, use of the Town's website and/ or social media platforms or assistance in creating an DDA website and/ or social media sites.
- d. Interim / Acting Executive Director Services. The Town's Deputy Clerk shall serve in the role of Interim Executive Director to implement start-up actions for the DDA to help establish vision and goals and implement operating and work plans. Duties will include, but may not be limited to, work with the DDA elected officers and other Town staff to prepare meeting agendas, coordinate with consultants, provide administrative functions, and oversee the running of the DDA operations.
- e. Oversight and Guidance
 - i. The Town Clerk and Town Treasurer shall provide oversight and support related to compliance, transparency, and fiscal responsibility.
 - ii. The Minturn DDA Annual Budget will be subject to review, approval and oversight of the Minturn Town Council.
- 4. Compensation and Use of Town Funds. The provision of services is subject to the appropriation of funds requirements described below. The Parties may revisit and renegotiate any direct cost reimbursements or service charges should the scope of support materially change.
 - a. Payment. The Town shall provide to the Minturn DDA in 2025 the amount of \$15,000 in seed money to be used per Resolution No. XX – Series 2025.
 - b. Use of Town Funds. The Minturn DDA shall utilize the Town Funds as initial seed money towards the following priorities:
 - i. Plan of development.
 - ii. Additional consulting services, as deemed necessary related to strategic planning, stakeholder engagement, policy and operating documents,

development and execution of work and action plans.

5. Coordination and Communication. The DDA shall coordinate with the Town Manager or designee to ensure the timely and efficient provision of services and address any operational concerns.
6. Reporting and Review. Annually, the DDA Board and the Town Council will schedule a joint meeting to discuss the progress of the DDA in meeting its objectives.
7. Assignability. This Agreement is not assignable by any party hereto.
8. Modification. This Agreement may be changed or modified only in writing by an agreement approved by the respective Boards or Councils of the Governments and signed by authorized officers of each party.
9. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and all other promises and agreements relating to the subject of this Agreement, whether oral or written, are merged herein.
10. Severability. Should any one or more sections or provisions of this Agreement be judicially adjudged invalid or unenforceable, such judgment shall not affect, impair, or invalidate the remaining provisions of this Agreement, the intention being that the various sections and provisions hereof are severable.
11. Government Immunity. The parties agree and understand that all parties are relying on and do not waive, by any provisions of this Agreement, the monetary limitations or terms or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., as from time to time amended or otherwise available to the parties or any of their officers, agents, or employees.
6. Current Year Obligations. The parties acknowledge and agree that any payments provided for hereunder or requirements for future appropriations shall constitute only currently budgeted expenditures of the parties. The parties' obligations under this Agreement are subject to each individual party's annual right to budget and appropriate the sums necessary to provide the services set forth herein. No provision of this Agreement shall be construed or interpreted as creating a multiple fiscal year direct or indirect debt or other financial obligation of any of the parties within the meaning of any constitutional or statutory debt limitation. This Agreement shall not be construed to pledge or create a lien on any class or source of any of the parties' bonds or any obligations payable from any class or source of each individual party's money.
7. Agreement made in Colorado. This Agreement shall be construed according to the laws of the State of Colorado, and venue for any action shall be in the District Court in and for Eagle County, Colorado.

8. No Waiver. The waiver by any party to this Agreement of any term or condition of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.
9. Authority. Each person signing this Agreement represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

~ Signature Pages Follow ~

In Witness whereof, the parties hereto have caused this agreement to be executed on the dates below.

TOWN OF MINTURN, COLORADO

By: _____
Earle Bidez, Mayor

Date: _____

Attest: _____
Jay Brunvand, Town Clerk

MINTURN DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
[Name], Chair

Date: _____

Attest: _____
Cindy Krieg, Acting Executive Director