

**INTERGOVERNMENTAL AGREEMENT
(Northwest Enterprise Zone)**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between THE COUNTY OF GILPIN, a Colorado statutory county, by and through its Board of County Commissioners ("GILPIN COUNTY") and ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO, a council of governments ("AGNC"), acting as the administrator of the NORTHWEST ENTERPRISE ZONE, hereinafter referred to as "Enterprise Zone". GILPIN COUNTY and AGNC may be collectively referred to as the ("Parties"). This Agreement shall be effective as of the date of mutual execution hereof by the Parties.

WITNESSETH:

WHEREAS, the boundaries of the Northwest Enterprise Zone include GILPIN COUNTY; and

WHEREAS, the primary purpose and function of the continued inclusion of GILPIN COUNTY within the Northwest Enterprise Zone is to take advantage of the certification of corporate and contribution pass-through taxcredits or similar type programs; and

WHEREAS, the Parties desire to set forth in writing the general terms and conditions of its membership in the NORTHWEST ENTERPRISE ZONE.

NOW, THEREFORE, for and in consideration of the terms, conditions, covenants, and agreements contained herein, and for such other and further consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties stipulate and agree as follows:

1. Term. The term of this Agreement shall be January 1, 2022 through December 31, 2025. Gilpin County may renew this Agreement for additional terms unless otherwise terminated as provided for in Section 2.

2. Termination. This Agreement will terminate should one of these conditions exist: a) another entity is identified to pay Gilpin County's portion of the ongoing enterprise zone administration fee, or b) upon removal of Gilpin County from the Northwest Enterprise Zone by the State Economic Development Commission (EDC).

3. The residents of GILPIN COUNTY shall be entitled as members of the Northwest Enterprise Zone to the benefits of inclusion in that Enterprise Zone including but not limited to certification of corporate and contribution pass-through tax credits, or any such program available to enterprise zones throughout Colorado.

4. The Parties anticipate that GILPIN COUNTY'S primary function and activity in the Enterprise Zone will be to obtain and utilize credits; however, the Parties can add additional programs or make additional programs available to GILPIN COUNTY upon the agreement of all parties involved.

5. GILPIN COUNTY shall pay a One-thousand-dollar (\$1,000.00) membership fee to the AGNC for inclusion in the NORTHWEST ENTERPRISE ZONE to cover the tax credit certification administrative costs. GILPIN COUNTY shall pay this fee and GILPIN COUNTY shall not be required to provide additional fees or costs for tax credit certifications. The payment of

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Deleted: GILPIN COUNTY may terminate this Agreement upon providing AGNC with thirty (30) days-notice of termination in writing (via email or letter). AGNC shall provide GILPIN COUNTY with the contact information for this purpose upon execution of this Agreement. ...

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\$1,000.00 shall cover the costs of certification from January 1, 2022 to December 31, 2022. Thereafter, the annual administrative costs can be reviewed and determined on an annual basis. Any obligation of GILPIN COUNTY for membership fees or administrative costs in future calendar years shall be subject to annual appropriation by GILPIN COUNTY Board of County Commissioners.

6. All GILPIN COUNTY Tax Credit Certification shall be handled through AGNC. AGNC shall have all signature authority necessary to provide the necessary documentation for the tax certification and the NORTHWEST ENTERPRISE ZONE shall delegate all such necessary authority in order to authorize AGNC to provide such service.

7. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

8. The covenants herein shall bind the legal representatives, successors and assigns of the respective Parties.

9. This Agreement shall be non-assignable by either party without having first received the prior written consent of the other party.

10. If any one or more of the provisions of this Agreement shall be for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable invalid provision had never been a part hereof.

IN WITNESS WHEREOF, the Parties have caused their respective names and seals to be affixed hereto, as of the day and year set forth below.

GILPIN COUNTY, a statutory county
By its Board of County Commissioners

By: _____
Sandy Hollingsworth, Chair

Date: _____, 2022

ATTEST: ASSOCIATED GOVERNMENTS OF NORTHWEST COLORADO, acting as the administrator of the NORTHWEST ENTERPRISE ZONE

Chairman

Date: _____, 2022
