

EXHIBIT 1

**INTERGOVERNMENTAL AGREEMENT CREATING THE ROUTT COUNTY
CLIMATE ACTION PLAN COLLABORATIVE EXECUTED BY
THE BOARD OF COUNTY COMMISSIONERS, ROUTT COUNTY, COLORADO,
CITY COUNCIL OF STEAMBOAT SPRINGS, COLORADO,
THE TOWN COUNCIL OF HAYDEN, COLORADO,
THE BOARD OF TRUSTEES, OAK CREEK, COLORADO,
THE BOARD OF TRUSTEES, YAMPA, COLORADO**

WHEREAS, local government partners in Routt County, Colorado, desire to establish the Routt County Climate Action Collaborative (“**Collaborative**”) to reduce greenhouse gas (“**GHG**”) emissions in accordance with the goals of the Routt County Climate Action Plan (“**CAP**”) attached as Exhibit “A”) as adopted and as may be amended from time to time; and

WHEREAS, local government partners find that global GHG emissions continue to catalyze global climate change and global temperature increase and that such global temperature increase is projected to result in severe negative effects on habitability, production and resiliency of the global community; and

WHEREAS, local government partners recognize the need and benefit to implement best practices to reduce GHG emissions and draw down carbon levels in the atmosphere at the local and regional level, and therefore desire to create an organizational structure which will facilitate regional decision making and alignment of Climate Action work; and

WHEREAS, local government partners desire to establish and adopt this Intergovernmental Agreement (“IGA”) to define the organizational structure of the Collaborative.

NOW, THEREFORE, it is here resolved that the Board of County Commissioners, Routt County, hereinafter referred to as “Routt,” the City Council of Steamboat Springs, Colorado, hereinafter referred to as “Steamboat Springs,” the Board of Trustees, Hayden, Colorado, hereinafter referred to as “Hayden,” the Town Council of Oak Creek, Colorado, hereinafter referred to as “Oak Creek”, the Board of Trustees, Yampa, Colorado, hereinafter referred to as “Yampa”, (collectively referred to as “local government partners” and “Parties”) do hereby enter into this Intergovernmental Agreement establishing the Routt County Climate Action Collaborative (“Collaborative”.) with the following structure:

1. Purpose. The purpose of the Collaborative is to work collaboratively to reduce GHG emissions through implementation of the Routt County Climate Action Plan, and to track implementation of the plan and reduction of greenhouse gas emissions in Routt County.
2. Board of Directors. The Collaborative shall be governed by a board of directors (“Collaborative Board”). The preferred size of the board is 9, and the board shall have no fewer than 5 members and no more than 11 members at any given time.
3. Board Membership.
 - a. Local Government Representatives: Each local government partner that makes an annual financial contribution to the Collaborative and commits to implementing

EXHIBIT 1

the Climate Action Plan (“Qualified Member”) shall appoint one member and one alternate to the board. The designation of representatives by each Qualified Member shall be in writing in a manner determined by each respective Qualified Member. Local government representatives shall not have a term and may be replaced at any time by the body appointing them. Alternates shall be entitled to vote in the absence of the regular member.

Should a local government partner not maintain its status as a Qualified Member that partner shall no longer have a local government representative on the Collaborative Board.

- b. **Community Representatives:** Community members may also serve on the board, with appointment made jointly by the then Qualified Members. Community representatives shall reflect geographic representation from across the county, as well as representation from the nonprofit and private sectors, and climate plan interest and experience.

Community representatives will be appointed through an open and transparent process. An appointment committee, consisting of one representative from each Qualified Member, shall recruit, select, and recommend community representatives. All appointments of community representatives must be approved by action of the governing bodies of all of the Qualified Members. The terms of community representatives shall be three (3) years, except that, in order to stagger the director terms, the terms of the initially appointed directors shall be established in the motion, resolution, or ordinance appointing those directors so that the initial terms of approximately one-third of the directors shall be one year; the terms of approximately one-third of the directors shall be two (2) years; and the remainder of the terms of the directors shall be three (3) years.

Any community representative may be removed during their term by joint action of all Qualified Members, with or without cause.

- c. All representatives shall serve without compensation for their services in such capacity but shall be entitled to reimbursement for actual expenses reasonably incurred in connection with their service as director.
4. **Quorum.** In order for the Collaborative Board to take up a matter and act upon the same, there must be a quorum of board members present. “Quorum” shall be defined as the presence at a meeting of a minimum of 2/3 of the seated board. Participation by virtual means is acceptable. In the absence of a quorum, a lesser number may adjourn any meeting to a later time and date.
 4. **Meetings.** The Collaborative Board shall meet at such time, place, and frequency as is determined appropriate by the Collaborative Board. Meetings shall be open to the public with meeting notices posted a minimum of 36 hours in advance. Posted shall mean

EXHIBIT 1

posting in the same manner as both Steamboat Springs and Routt post meeting notices. Hybrid and virtual meetings are allowed.

5. Officers. The Collaborative Board shall select from its members at the first meeting of each calendar year a Chair to serve as the meeting moderator for Collaborative Board meetings. The board shall select from its members at the first meeting of each calendar year a Vice-Chair to act in the place of the Chair should that individual be absent. Both the Chair and Vice-Chair are voting members of the Collaborative Board.
6. Voting. Each board member has one vote and must be present to vote on an item. A positive vote by the majority of board members present is required for any proposed matter to be approved and acted upon. Voting by proxy is not allowed.
7. Powers of the Collaborative Board. The Collaborative Board shall have the following powers:
 - a. To gather and track information.
 - b. To coordinate implementation of the Climate Action Plan.
 - c. To prepare and adopt annual goals.
 - d. To develop, adopt, and oversee an annual budget and project budgets for the Collaborative.
 - e. To develop, approve, and provide oversight of policies, projects, and priorities that result in implementation of the Climate Action Plan.
 - f. To ensure consistency and branding of Collaborative and Collaborative working group education and outreach.
 - g. To identify membership, structure, and function of working groups.
 - h. To recruit and orient new board members.
 - i. To develop and implement a stakeholder membership program.
 - j. To establish or update the Collaborative framework and policies as needed.
 - k. To work with local government partners to identify annual funding support, and to seek donations and other funds from stakeholders and other entities.
8. Fiscal Agent. The Town of Hayden has agreed to serve as the fiscal agent of the Collaborative. Should the Town of Hayden step down as fiscal agent, a new fiscal agent shall be selected from Qualified Members. The Town of Hayden shall be the coordinating entity and the contracting and fiscal authority. Fiscal Agent powers and duties shall include:
 - a. To select and supervise administrative staff, rent office space, and direct staff in the facilitation of the Collaborative and its approved policies and projects and implementation of the Climate Action Plan.
 - b. To bid, review, and approve contracts for service, after consultation with the Collaborative Board.

EXHIBIT 1

- c. To collect and maintain in a separate account any and all donations from local government partners, grants, and other financial contributions to the Collaborative.
 - d. To maintain an accounting of funds.
9. Budgets. The Collaborative Board shall prepare a project budget for all projects. Each budget shall include a funding breakdown showing the amount to be paid by each partner or stakeholder. The Collaborative Board shall authorize the release of funds consistent with the annual plan as approved by the Collaborative Board.
10. No Legal or Financial Obligation. This IGA shall not create any legal obligation for any member local government partner and shall not create any multi-year financial obligation that exceeds the annual financial contribution to the Collaborative that is appropriated by each local government partner in their respective budget process. Any signatory to this agreement may withdraw and terminate any financial support effective January 1 of the year following written notice of intent to terminate which shall be provided to each of the remaining signatories.
11. Relationship of the Parties. The Parties to this Agreement are not and shall not be construed to be partners, contractors for services, joint venturers or agents of one another with respect to any activities associated with this Agreement. No agent, employee or volunteer of a local government party shall be deemed to be an agent, employee or volunteer of another local government party.
12. No Third-Party Beneficiaries. This Agreement creates no rights or benefits in third-parties. Certain other parties may also have common interests with the Parties to this Agreement, and such other entities may desire to assist the Parties hereto in pursuing such common interests.
13. Governmental Immunity. Each local government partner's liability shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of the immunities, rights, benefits, protections, or other provisions, contained in the statute.
14. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be considered one instrument.
15. Entire Agreement. This Agreement constitutes the entire Agreement among the Parties relating to the subject matter contained herein. This Agreement is executed by each of the undersigned without reliance upon any promise, warranty, or representation by any Party or any representative of any Party other than those expressly contained herein.

EXHIBIT 1

16. Amendments. The Agreement may not be altered, amended, modified, or otherwise changed unless agreed to by the Parties in writing.
17. Effective Date. This agreement shall be effective on the date that it is approved by the last signatory to this agreement.

THIS INTERGOVERNMENTAL AGREEMENT IS HEREBY APPROVED AND EXECUTED BY THE FOLLOWING LOCAL GOVERNMENT ENTITIES:

[ENTITY]

BY: _____
[Name, Title]

DATE: _____

ATTEST: _____
[Name, Title]