

AGREEMENT
BETWEEN THE TOWN OF BERTHOUD, COLORADO
AND BERTHOUD MAIN STREET

This Agreement Between the Town of Berthoud, Colorado and Berthoud Main Street (the "Agreement") shall be effective the 11th day of August 2026, (the "Effective Date") and is entered into by and between the Town of Berthoud, a Colorado municipal corporation (the "Town"), and Berthoud Main Street, a Colorado nonprofit corporation ("BMS"). The Town and BMS may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

Whereas, Downtown Berthoud is an important civic, cultural, historic, and economic asset for residents, businesses, property owners, and visitors;

Whereas, the Town desires to support coordinated downtown revitalization, historic preservation, business vitality, placemaking, community engagement, and public-private collaboration;

Whereas, BMS is working toward formal participation in the Colorado Main Street Program administered through the Colorado Department of Local Affairs ("DOLA") and intends to follow applicable Colorado Main Street Program requirements and guidance;

Whereas, BMS requested financial support from the Town to create a sustainable Main Street program structure, including program management, reporting and compliance capacity, communications, downtown promotion, stakeholder engagement, and year-round activation;

Whereas, at a public meeting, the Town's Board of Trustees (the "Town Board") directed preparation of an agreement, formal resolution, and memorandum of understanding with BMS encompassing the initial \$85,000 request and the intent for a three-year plan or relationship, subject to final Town Board consideration;

Whereas, the Town Board requested that the Agreement include a Town liaison position, an annual report to the Town Board addressing financial expenditures and revenues, yearly achievements, goals for the coming year, applicable DOLA requirements, a statement of planned expansion for BMS, a mission statement, and stakeholder engagement; and

Therefore, this Agreement is intended to identify roles, responsibilities, funding conditions, deliverables, reporting expectations, and the manner in which the Parties will work individually and collaboratively to support Downtown Berthoud.

1. Purpose and General Scope

1.1 Purpose. The purpose of this Agreement is to establish a structured working relationship between the Town and BMS to support the development, administration, and implementation of a Berthoud Main Street program serving Downtown Berthoud.

1.2 Program Area. Unless amended by BMS and acknowledged by the Town, the initial program area shall be the downtown area generally described in **Exhibit A**.

1.3 Scope of Services. BMS shall furnish the labor, volunteer coordination, professional services, materials, communications, reporting, and other resources necessary to perform the services, tasks, and responsibilities described in **Exhibit B**.

1.4 Changes to Scope. Administrative changes to the Scope of Services may be made in writing by the Town Administrator and the BMS Board President or Executive Director/Program Manager. Any material change to the funding amount, term, annual deliverables, or reporting obligations requires Town Board approval.

1.5 No Agency Relationship. BMS is an independent nonprofit organization and is not an officer, employee, agent, department, board, or commission of the Town. BMS shall not bind the Town to any obligation.

2. Berthoud Main Street Responsibilities

2.1 Main Street Program Administration. BMS shall coordinate and administer the local Main Street effort for Downtown Berthoud, including organizational development, work planning, committee or volunteer coordination, communication with stakeholders, and progress toward applicable Colorado Main Street Program requirements.

2.2 Mission Statement. BMS shall maintain and provide to the Town a current mission statement. For purposes of this Agreement, BMS describes its mission as strengthening and preserving Downtown Berthoud's distinctive character by supporting local business, arts and culture, historic preservation, walkability, and community connection.

2.3 Governance. BMS shall maintain an active board of directors or steering committee, bylaws or governing procedures, officer roles, financial controls, meeting records, conflict-of-interest practices, and other governance structures reasonably necessary to carry out the Scope of Services.

2.4 Town Liaison. BMS shall include a Town liaison position as a non-voting ex officio position to support communication and coordination between BMS and the Town. The Town liaison shall be appointed by the Town Board, shall not be counted for quorum, shall not vote on BMS matters, shall not exercise BMS governance authority, and shall not bind the Town.

2.5 Annual Work Plan. BMS shall prepare and maintain an annual work plan coordinated with the Town Administrator or designee. The work plan shall identify priorities, timelines, responsible parties, deliverables, anticipated use of Town funding, stakeholder engagement activities, DOLA-related tasks, and measurable outcomes.

2.6 Planned Expansion Statement. BMS shall provide a written statement of planned expansion at least annually. The statement may address staffing, committees, volunteer capacity, program area, business/property owner participation, events, marketing, grant pursuit, strategic partnerships, and progression within the Colorado Main Street Program.

2.7 Stakeholder Engagement. BMS shall engage downtown businesses, property owners, residents, nonprofit partners, community organizations, arts/culture partners, historic preservation stakeholders, and other interested persons through open meetings, surveys, outreach, committee participation, and other engagement methods appropriate to the work plan.

2.8 DOLA and Colorado Main Street Compliance. BMS shall work toward and maintain compliance with applicable DOLA and Colorado Main Street Program requirements for its current or

future program status, including any required reports, statistics, work plans, trainings, site visits, program self-evaluations, or memoranda required by DOLA.

2.9 Permits and Legal Compliance. BMS shall obtain all permits, permissions, licenses, insurance, and approvals required for events, programs, signage, communications, contracts, or other activities undertaken by BMS. Town support under this Agreement does not waive any Town permit, procurement, insurance, land use, right-of-way, or special event requirement.

2.10 Nonprofit Status and Good Standing. BMS shall maintain its status as a Colorado nonprofit corporation and shall maintain all required state and federal filings applicable to its organization and activities.

3. Town Responsibilities

3.1 Funding Consideration. Subject to final Town Board approval and annual appropriation, the Town agrees to provide the initial funding described in Section 5 and **Exhibit B** for the public purposes described in this Agreement.

3.2 Liaison and Coordination. The Town shall appoint a Town liaison and may identify staff contacts to coordinate with BMS on annual work planning, DOLA-related matters, Town procedures, downtown projects, and Board reporting.

3.3 Annual Board Agenda Item. The Town shall schedule BMS for at least one annual agenda item before the Town Board to receive the annual report described in Section 6.3, evaluate progress, and consider future-year priorities or funding requests.

3.4 DOLA Coordination. Where required or appropriate, the Town may coordinate with BMS and DOLA regarding local government support, resolutions, work plan coordination, grants, contracts, or other matters related to Colorado Main Street Program participation.

3.5 No Additional Insurance or Operational Control. The Town shall provide no insurance coverage for BMS and shall not supervise or control the day-to-day operations of BMS.

4. Term; Three-Year Relationship

4.1 Initial Term. This Agreement shall commence on the Effective Date and shall terminate on December 31, 2029, unless terminated earlier under Section 12 or extended by written amendment.

5. Funding; Use of Town Funds

5.1 Initial Funding Amount. The Town agrees, subject to final Town Board approval and current-year appropriation, to provide initial funding to BMS in an amount not to \$50,000. Additional funding for years beginning January 1, 2027, and beyond, shall be approved annually by the Town Board prior to December 31 of the preceding year.

5.2 Payment Schedule. The Town shall disburse the initial funding in installments in 2026 as follows: (a) \$25,000 within 30 days of the Effective Date; (b) \$15,000 upon completion of the Initial Deliverables described in **Exhibit B Section 2**; and (c) \$10,000 upon presentation of the annual report to the Town Board.

5.3 Budget and Accounting. BMS shall establish a board-approved budget for the Scope of Services, identify the Town contribution as a revenue source, and track expenditures of Town funds in a manner that allows the Town to determine how funds were used.

5.4 Allowable Uses. Town funds may be used only for public purpose activities reasonably related to the Scope of Services, including program management, insurance and administrative capacity, DOLA compliance and reporting, downtown marketing and communications, visitor or public-facing materials, stakeholder engagement, sponsorship and grant development, volunteer coordination, events and activations, and other work plan items approved by the Town.

5.5 Prohibited Uses. Town funds shall not be used for political campaign activity, private inurement, gifts, fines or penalties, debt service unrelated to the Scope of Services, alcohol purchases, expenditures outside the approved work plan, or any use prohibited by law.

6. Reporting; Annual Town Board Presentation

6.1 Quarterly Reports. BMS shall provide quarterly written reports to the Town. Reports shall include budget-to-actual information, revenues received, expenditures made, funds held in reserve, work plan progress, stakeholder engagement activities, DOLA-related progress, accomplishments, challenges, and upcoming priorities.

6.2 Financial Documentation. Upon reasonable request, and no more frequently than quarterly unless required for audit, grant compliance, suspected misuse, or Town budget preparation, BMS shall provide invoices, receipts, bank or accounting reports, payroll or contract summaries, grant award documents, sponsorship documentation, or other information reasonably necessary to verify use of Town funds.

6.3 Annual Town Board Report. BMS shall appear before the Town Board at least once annually as a scheduled agenda item. The annual report shall include: (a) financial expenditures and revenues; (b) use of Town funds; (c) achievements from the prior year; (d) goals and work plan priorities for the coming year; (e) mission statement; (f) planned expansion statement; (g) stakeholder engagement summary; (h) DOLA and Colorado Main Street status and requirements; (i) grant, sponsorship, and fundraising activity; (j) volunteer and committee activity; and (k) any requests for future Town support.

6.4 DOLA Reports. To the extent that DOLA or the Colorado Main Street Program requires BMS to submit any financial or operational reporting, BMS shall provide copies to the Town upon request.

7. Records; Audit; Return of Funds

7.1 Records Retention. BMS shall maintain financial and program records related to the Scope of Services for at least 3 years after the end of the fiscal year in which the expense occurred, or longer if required by grant or law.

7.2 Inspection. The Town may inspect records related to Town funds upon reasonable notice during normal business hours. The Town shall use reasonable efforts to avoid unnecessary disclosure of records protected by law, while recognizing that records provided to the Town may be subject to the Colorado Open Records Act.

7.3 Unused or Misused Funds. Upon expiration or termination of this Agreement, or upon written determination by the Town that funds were materially misused, BMS shall return unspent Town funds or funds used for unallowable purposes, unless the Town approves another disposition in writing.

8. Insurance; Risk Management

8.1 Required Insurance. BMS agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by BMS pursuant to this Agreement. At a minimum, BMS shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town: (a) Worker's Compensation insurance as required by law; (b) Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by BMS. BMS shall be solely responsible for any deductible losses under any policy. BMS shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

8.2 Alcohol and Special Events. If any BMS event involves alcohol service or sales, BMS shall obtain all required permits and liquor liability coverage and shall comply with Town and State requirements. BMS shall be solely responsible for the conduct, safety, vendors, volunteers, contractors, and regulatory compliance of such event, unless otherwise agreed in writing.

9. Indemnification; Governmental Immunity

9.1 BMS Indemnification. To the fullest extent permitted by law, BMS shall indemnify, defend, and hold harmless the Town and its officers, officials, employees, and agents from and against claims, actions, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to BMS's performance of this Agreement, except to the extent caused by the negligence or willful misconduct of the Town.

9.2 Town Immunity. The Town and its officers, officials, employees, and agents are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations, rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town.

9.3 No Indemnification by Town. Nothing in this Agreement shall be construed as requiring the Town to indemnify BMS or any other person or entity.

10. Public Communications; Logos; Sponsorship Recognition

10.1 Town Sponsorship Recognition. BMS may identify the Town as a funding partner or sponsor for activities supported by Town funds, subject to Town brand, logo, communications, and sponsorship recognition requirements.

10.2 Coordination. BMS shall coordinate with the Town before issuing public statements that purport to represent Town policy, Town commitments, or Town approval of specific projects not yet approved by the Town.

11. Compliance with Law; Nondiscrimination

11.1 Compliance. Each Party shall comply with federal, state, and local laws, regulations, ordinances, permits, and policies applicable to its activities under this Agreement.

11.2 Nondiscrimination. BMS shall not discriminate in its programs, activities, meetings, employment, or services on the basis of race, color, national origin, religion, age, disability, sex, sexual orientation, gender identity, veteran status, or any other status protected by law.

11.3 Conflicts of Interest. BMS shall maintain conflict-of-interest practices appropriate for a nonprofit organization receiving public funds and shall disclose to the Town any known conflict that materially affects the use of Town funds or BMS's performance under this Agreement.

12. Termination; Default

12.1 Termination Without Cause. Either Party may terminate this Agreement, with or without cause, upon 30 days' advance written notice to the other Party.

12.2 Termination for Cause. The Town may suspend payments or terminate this Agreement upon written notice if BMS materially fails to perform the Scope of Services, materially misuses Town funds, loses nonprofit good standing, fails to maintain required insurance, fails to provide required reports, or violates applicable law. Where the default is capable of cure, the Town may provide a reasonable opportunity to cure before termination.

12.3 Final Accounting. Within 30 days after termination or expiration, BMS shall provide a final accounting of Town funds and return any unused or unallowable funds as required by Section 7.3.

13. Fiscal Limitations; Annual Appropriation

13.1 Annual Appropriation. Any financial obligation of the Town under this Agreement that is not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt, or liability beyond the current fiscal year.

13.2 No Multiple-Fiscal-Year Debt. Nothing in this Agreement shall be construed to create a multiple-fiscal-year debt or financial obligation within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation.

14. Notices

Notices required under this Agreement shall be in writing and delivered personally, by email with confirmation, by certified mail, or by other method reasonably calculated to provide notice to the following addresses, or to such updated addresses as a Party may provide in writing:

Town	BMS
Town of Berthoud Attn: Town Administrator 807 Mountain Avenue P.O. Box 1229 Berthoud, CO 80513 Email: ckirk@berthoud.org	Berthoud Main Street Attn: Board President / Executive Director 333 1/2 Massachusetts Avenue Berthoud, CO 80513 Email: whitney@citystarbrewing.com

15. General Provisions

15.1 Amendment. This Agreement may be amended only by a written instrument signed by authorized representatives of both Parties and approved by the Town Board.

15.2 Assignment. BMS shall not assign this Agreement or delegate material responsibilities under this Agreement without the Town's prior written consent.

15.3 No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and does not create rights in any third party.

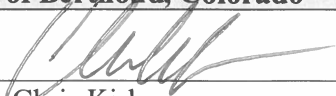
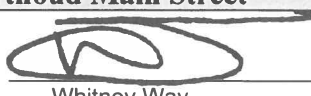
15.4 Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any dispute shall be in the appropriate court for Larimer County, Colorado, unless otherwise required by law.

15.5 Entire Understanding. This Agreement, including Exhibit A, constitutes the entire understanding of the Parties concerning the subject matter and supersedes prior discussions or drafts concerning the same subject matter.

15.6 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

Signatures

The Parties have executed this Agreement as of the Effective Date written above.

Town of Berthoud, Colorado	Berthoud Main Street
By:  Name: Chris Kirk Title: Town Administrator Date: 8/24/26	By:  Name: Whitney Way Title: Board President / Executive Director Date: 8-19-26

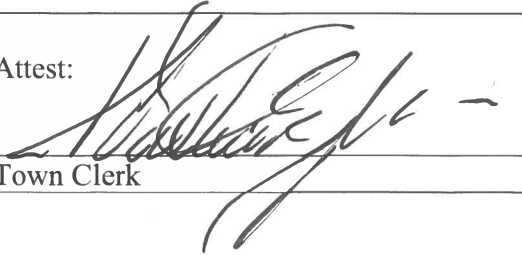
Attest:  Town Clerk	Attest / Secretary: _____
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EXHIBIT B - SCOPE OF SERVICES, DUTIES, DELIVERABLES, AND COMPENSATION

1. Duties and Services

1.1 Program Management and Administration. BMS shall establish, coordinate, and administer a local Main Street program for Downtown Berthoud. Services will include hiring or contracting for a Program Manager or Executive Director, coordinating volunteers, supporting committees, maintaining records, preparing reports, managing communications, and carrying out the annual work plan.

1.2 Governance and Committees. BMS shall maintain an active board or steering committee and may maintain committees or working groups aligned with the Main Street Approach, including Organization, Promotion, Design, and Economic Vitality or substantially similar categories.

1.3 Colorado Main Street / DOLA Readiness and Compliance. BMS shall work toward formal Colorado Main Street participation and shall comply with applicable requirements for its current status, including local government coordination, annual work planning, quarterly reporting and reinvestment statistics if applicable, training participation, annual visits, self-evaluation, and other supplemental requirements identified by DOLA.

1.4 Downtown Marketing and Communications. BMS shall promote Downtown Berthoud through public-facing communications, website or digital updates, social media, email, printed materials, maps, visitor or business information, downtown campaigns, and Town sponsorship recognition, as appropriate and consistent with the approved work plan.

1.5 Stakeholder Engagement. BMS shall engage stakeholders through public or community meetings, business and property owner outreach, surveys, volunteer opportunities, partnerships, committee participation, and coordination with Town staff or boards as appropriate.

1.6 Events and Activations. BMS may plan, support, promote, or coordinate downtown events and activations designed to increase downtown activity, business visibility, community connection, and year-round vibrancy. BMS is responsible for permits, safety planning, vendor coordination, insurance, and compliance for events it sponsors or manages.

1.7 Historic Preservation, Design, and Placemaking. BMS shall support historic preservation, design education, facade or sign awareness, beautification, placemaking, walkability, business/property inventories, and grant exploration. Larger capital projects, permanent improvements, or projects involving Town property require separate Town approval.

1.8 Economic Vitality and Business Support. BMS shall support existing businesses, business visibility, entrepreneurship, district data collection, partnership development, business inventories, resource referrals, and strategies that strengthen the economic vitality of Downtown Berthoud.

1.9 Fundraising and Grants. BMS shall pursue diversified funding through sponsorships, grants, donations, fundraising, partnerships, and earned revenues as appropriate. BMS shall not submit a grant that requires Town matching funds, fiscal-agent obligations, ownership obligations, or long-term maintenance obligations unless the Town has approved those obligations in writing.

2. Initial Deliverables

2.1 Within 90 Days After Effective Date. BMS shall provide the Town Administrator or designee with: (a) current mission statement; (b) board roster and officer list; (c) bylaws or current governance documents; (d) annual work plan; (e) annual budget identifying Town funds and other revenues; (f) stakeholder engagement plan; (g) planned expansion statement; (h) DOLA/Colorado Main Street

status summary and supplemental requirements; (i) proof of nonprofit good standing; and (j) certificates of insurance requested by the Town.

2.2 Quarterly. BMS shall provide quarterly reports described in Section 6.1 of the Agreement and any supporting documentation reasonably requested by the Town.

2.3 Annually. BMS shall provide and present the annual Town Board report described in Section 6.3 of the Agreement and shall provide an annual financial report described in Section 6.4 of the Agreement.

3. Compensation and Funding Categories

3.1 Initial Town Funding. For calendar year 2026, the Town shall provide an amount not to exceed \$50,000.00, subject to final Town Board approval, appropriation, and compliance with the Agreement.

3.2 General Funding Categories. The Parties anticipate that the initial Town funding will support a sustainable annual program structure. BMS shall submit a detailed budget to the Town at least annually.

3.3 Payment Requests. To receive payment, BMS shall submit payment requests, invoices, or draw requests in a form acceptable to the Town. Payments will typically be made within 30 days of the receipt of the payment request.

3.4 Leveraged Funds. BMS shall identify sponsorships, grants, donations, fundraising, in-kind contributions, and other revenues in its quarterly and annual reports to show how Town funds are being leveraged.

4. Performance Measures

BMS shall track reasonable performance measures and include them in quarterly and annual reports where available. Measures may include:

- Town funds expended by category and remaining balance;
- Non-Town revenues, sponsorships, grants, donations, and in-kind support;
- Net-new businesses, net-new jobs, public-private partnerships, and investments;
- Volunteer hours, committee participation, and stakeholder contacts;
- Number and type of stakeholder meetings, surveys, listening sessions, or outreach activities;
- Downtown businesses, property owners, organizations, and residents engaged;
- Events or activations supported, estimated attendance where available, and participating businesses;
- Marketing outputs such as campaigns, visitor materials, web updates, social media/email reach, or press mentions;
- DOLA requirements completed, trainings attended, reports submitted, and annual visit status;
- Historic preservation, design, placemaking, business support, or economic vitality projects advanced; and
- Goals for the coming year and progress toward the three-year relationship plan.

End of Exhibit B