

## **INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) , dated this \_\_\_ day of \_\_\_\_, 2020, is made by and between ADAMS COUNTY, STATE OF COLORADO (“Adams County”); BOULDER COUNTY, STATE OF COLORADO (“Boulder County”); the CITY AND COUNTY OF BROOMFIELD, a municipal corporation and county (“Broomfield”), the cities of BOULDER (“Boulder”), BRIGHTON (“Brighton”), LAFAYETTE (“Lafayette”) and THORNTON (“Thornton”), each a Colorado home-rule municipal corporation, and the Town of ERIE , a Colorado statutory town (“Erie”). Each of the governmental entities shall be referred to herein, individually by name or as a “Party” and, collectively, as the “Parties.”

### **RECITALS**

WHEREAS, the Parties are authorized by the provisions of Colo. Const. art. XIV, § (18)(2)(a) and C.R.S. § 29-1-201 et seq., to enter into contracts with one another for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Parties are governmental entities, each with authority to build and maintain public roads and regulate traffic within their respective boundaries; and

WHEREAS, the Parties desire to set forth their understanding relating to the Colorado State Highway 7 Preliminary & Environmental Engineering Project (“Project”) which physically relates to proposed improvements to State Highway 7 from Brighton to Boulder; and

WHEREAS, Broomfield was the applicant for federal Transportation Improvement Program (“TIP”) funds through the Denver Regional Council of Governments (“DRCOG”) and the Colorado Department of Transportation (“CDOT”) will be the lead for the Project and, as such, Broomfield and CDOT have entered or will enter into an Intergovernmental Agreement regarding the Project; and

WHEREAS, each of the Parties, has committed non-federal funds which this Agreement hereby is meant to memorialize in addition to outlining any other necessary obligations and responsibilities between the Parties; and

WHEREAS, the Parties desire to enter into this Agreement to share costs for the preliminary and environmental engineering and design of Colorado State Highway 7 and provide for funding for same in accordance with the terms and conditions hereof.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon execution of the last of the Parties and be effective through the completion of fiscal year 2023.
2. **NON- FEDERAL FUNDING OBLIGATIONS.** The Parties agree to provide non-federal funding in the amounts identified on the Funding Commitments chart identified as Exhibit A, attached hereto and incorporated by this reference, solely for the Project. Timing of funding obligations shall be as shown on

Exhibit A.

3. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing herein shall be construed as or is intended as a waiver of the rights and protections afforded any of the Parties under the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq., as the same may be amended from time to time. Further, the Parties agree that in the event any claim or suit is brought against any or some of the Parties, the Parties will cooperate with one another and with the insuring entities of the respective Parties in defending such claim or suit.

4. FINANCIAL OBLIGATIONS. All financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge any Parties credit or faith, directly or indirectly.

5. NO NON-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

6. AUTHORIZED REPRESENTATIVES. Each Party will identify the Name, Title, telephone number and email address of an authorized representative who will be able to field questions or find the appropriate local government agent to assist with questions related to funding, right-of-way acquisitions, utilities and railroad crossings. This information shall be provided to and maintained by Sarah Grant, Transportation Manager for the City and County of Broomfield, 303-438-6385, sgrant@broomfield.org.

7. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.

8. SEVERABILITY. If any provision of this Agreement as applied to any Party or to any circumstance shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, the application of any such provision in any other circumstances, or the validity or enforceability of the Agreement as a whole.

9. ASSIGNMENT. This Agreement shall not be assigned by any Party without the prior written consent of the other Parties.

10. BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors, heirs, and assigns, provided that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

11. WAIVER OF BREACH. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

12. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado. Venue for any legal action related to this Agreement shall lie in the District Court, Broomfield County, Colorado.

13. EXECUTION. This Agreement may be executed electronically and/or in counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument. This Agreement shall not be binding upon any Party hereto unless and until the Parties have executed this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly authorized and executed.

REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGES FOLLOW.

**ADAMS COUNTY  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Emma Pinter, Chair

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

**COUNTY OF BOULDER  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Elise Jones, Chair

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
County Clerk

\_\_\_\_\_  
County Attorney

**CITY AND COUNTY OF BROOMFIELD,**  
a Colorado municipal corporation and county

\_\_\_\_\_  
Patrick Quinn, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City and County Clerk

\_\_\_\_\_  
City and County Attorney

**CITY OF BOULDER, COLORADO**

\_\_\_\_\_  
Jane S. Brautigam, City Manager

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynette Beck, City Clerk

\_\_\_\_\_  
City Attorney

**CITY OF BRIGHTON, COLORADO**

\_\_\_\_\_  
Gregory Mills, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Natalie Hoel, City Clerk

\_\_\_\_\_  
Jack D. Bajorek, City Attorney

**CITY OF LAFAYETTE, COLORADO**

\_\_\_\_\_  
Jamie Harkins, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Susan Koster, CMC, City Clerk

\_\_\_\_\_  
City Attorney

**CITY OF THORNTON, COLORADO**

\_\_\_\_\_  
Jan Kulmann, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

\_\_\_\_\_  
City Attorney

**TOWN OF ERIE, COLORADO**

\_\_\_\_\_  
Jennifer Carroll, Mayor

Date: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Jessica Koenig, Town Clerk

\_\_\_\_\_  
Town Attorney

**EXHIBIT A**

Local (non-federal) share of funding by year of commitment

<b>Participant</b>	<b>Total Commitment</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Adams County	\$ 200,000	\$100,000	\$100,000		
City of Brighton	\$ 75,000	\$37,500	\$37,500		
City of Thornton	\$ 125,000	\$125,000			
Boulder County	\$ 164,000	\$164,000			
City of Boulder	\$ 133,000	\$66,500	\$66,500		
City of Lafayette	\$ 130,000	\$130,000			
Town of Erie	\$ 21,000	\$21,000			
City & County of Broomfield	\$ 152,000	\$152,000			
<b>Total</b>	<b>\$1,000,000</b>	<b>\$796,000</b>	<b>\$ 204,000</b>		