

INTERGOVERNMENTAL AGREEMENT
Brighton Recreation Center Pass Program for Lochbuie Residents

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into as of the date last signed below (the “Effective Date”), by and between the CITY OF BRIGHTON, a Colorado home rule municipality (“City”), and the TOWN OF LOCHBUIE, a Colorado statutory town (“Town”). City and Town may each be referred to herein as a “Party” and, collectively, as the “Parties.”

Recitals

WHEREAS, the Parties recognize that municipal recreation centers are fundamental in supporting the physical, mental, and social well-being of their residents; and

WHEREAS, the Town does not have its own recreation center and many of its residents frequent the Brighton Recreation Center, which serves the residents of both the City and the Town, as well as other visitors; and

WHEREAS the Brighton Recreation Center offers discounted annual passes and/or punch passes to City residents (the “Discounted Resident Pass ”); and

WHEREAS, non-residents of the City can also purchase annual passes and/or punch passes (the “Non-Resident Pass”); and

WHEREAS, in the past, the City has offered the Discounted Resident Pass to verified residents of the Town and, subsequently, the Town would reimburse the City for the price difference between the Discounted Resident Pass and the Non-Resident Pass; and

WHEREAS, given the Town’s proximity to the Brighton Recreation Center, and in the interest of neighborly cooperation, the City desires to extend the Discounted Resident Pass pricing to verified residents of the Town.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The foregoing Recitals are hereby incorporated as if fully set forth herein.

2. Discounted Resident Pass. Residents and non-residents of the City can purchase an Annual Pass and/or Punch Pass, as such charges are described in the City’s annual fee resolution, at the Brighton Recreation Center. The Parties hereby agree that commencing on January 1, 2025 (the “Commencement Date”), and continuing throughout the Term of this Agreement, verified Town residents shall be permitted to purchase the Annual Pass and/or the Punch Pass at the Discounted Resident Pass rate. No later than January 31st of each year, the City shall provide an

invoice to the Town detailing the number of Town residents who purchased an Annual Pass and/or Punch Pass at the Discounted Resident Pass rate in the preceding year, as well as the price difference owed to the City between the Discounted Resident Pass and the Non-Resident Pass. The Town shall pay such invoice within 30 days of receipt. The Parties acknowledge that the City has offered the Discounted Resident Pass to Town residents throughout the 2024 calendar year and will be issuing an invoice to the Town in January 2025, as described in this Agreement.

3. Resident Verification Letter. To qualify for the Discounted Resident Pass, Town residents must provide a letter from the Town verifying their residency in the Town. The Town will be responsible for determining the form and substance of, as well as the verification process for, such letter.

4. Term. This term of this Agreement shall be for a period of ten years, concluding 30 days from the ten-year anniversary of the Commencement Date, at which time this Agreement shall expire. The Parties may renew this Agreement for an additional ten-year period by written agreement, provided such renewal complies with all approval requirements of the respective Party. Upon expiration or termination of this Agreement, the Town shall pay all outstanding invoices issued pursuant to this Agreement.

5. Termination. Either Party may terminate this Agreement without penalty upon 30 days written notice to the other Party. Upon expiration or termination of this Agreement, the Town shall pay all outstanding invoices issued pursuant to this Agreement.

6. Governmental Immunity. Each Party acknowledges and agrees that both Parties are governmental entities of the State of Colorado whose liability in tort is at all times strictly limited and controlled by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as such may be amended from time to time, and that nothing herein is intended as a waiver of such immunity. Without waiving such immunity, each Party shall be solely responsible, to the extent authorized by law, for its own negligence and the negligence of its employees and agents acting within the scope of their authority under this Agreement.

7. Relationship of the Parties. Nothing contained in this Agreement shall imply any partnership, joint venture, or other association between the City and the Town. Neither Party shall use the other's name or logo to suggest co-sponsorship or endorsement of any activity without the other's prior written consent.

8. Financial Obligations. This Agreement shall not be deemed a pledge of the credit of the City or the Town, or a collection of payment of guarantee by the City to the Town. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation. Any and all payment obligations set forth in this Agreement are subject to future appropriations by the Parties' governing bodies.

9. Binding Effect, Assignment, and Delegation. This Agreement shall be binding on and inure for the benefit of the Parties hereto, and their respective successors and assigns. Neither Party shall assign any of the rights, nor delegate any of the duties created by this Agreement without the prior written consent of the other Party.

10. Notices. All notices under this Agreement shall be deemed to have been effectively delivered or given and received on the date personally delivered to the respective Party to whom it is directed, or when deposited by registered or certified mail, with postage and charges prepaid, addressed to the Party at the address set forth below:

If to City:

City of Brighton
Attn: Director of Parks and
Recreation
500 S. 4th Avenue
Brighton, CO 80601

With a copy to:

City of Brighton
Attn: City Attorney
500 S. 4th Avenue
Brighton, CO 80601

If to Town:

Town of Lochbuie
Attn: Town Administrator
703 Weld County Road 37
Lochbuie, CO 80603

With a copy to:

11. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

12. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of all terms and conditions of this Agreement and all rights and actions relating thereto shall be strictly reserved to the Parties hereto, and nothing herein shall give or allow any claim or right of action to or by any other third-party to this Agreement.

13. Waiver. Waiver of the enforcement of any breach of this Agreement by either Party shall not constitute a continuing waiver or any subsequent breach by that Party of the same or any other provision of this Agreement.

14. Headings. The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

15. Amendment. This Agreement may be amended only by mutual agreement of the Parties and shall be evidenced by a written instrument authorized and executed with the same formality as this Agreement.

16. Governing Law. This Agreement shall be construed and governed by the laws of the State of Colorado. Any dispute arising out of or related to this Agreement shall be resolved and adjudicated in the District Court of Adams County, Colorado.

17. Entire Agreement. This Agreement, together with all exhibits thereto, constitutes the entire agreement between the Parties. This Agreement may be amended only by the mutual consent of both Parties in writing.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument.

19. Authority. Each party warrants that it has the authority to enter into this Agreement and that its signatory is authorized to bind the Party hereto.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIGNED this _____ day of _____ 202_.

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

YASMINA GIBBONS, Deputy City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIGNED this 3rd day of December 2024

TOWN OF LOCHBUIE, COLORADO


JAMIE JEFFERY, Mayor

ATTEST:


HEATHER BOWEN, Town Clerk

APPROVED AS TO FORM:


KEITH MARTIN, Town Attorney