

ADAMS COUNTY COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT TO
ESTABLISH THE ADAMS COUNTY COUNCIL OF GOVERNMENTS (ADCOG) SUBREGIONAL
FORUM PROCESS AMONG THE CITY OF ARVADA, THE CITY OF AURORA, THE TOWN OF
BENNETT, THE CITY OF BRIGHTON, THE CITY OF COMMERCE CITY, THE CITY OF
FEDERAL HEIGHTS, THE TOWN OF LOCHBUIE,
THE CITY OF NORTHGLEN, THE CITY OF THORNTON,
THE CITY OF WESTMINSTER AND ADAMS COUNTY

THIS ADAMS COUNTY COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT (“Agreement”) is entered into effective as of the ____ day of _____, 2018, by and among Adams County, the City of Arvada, the City of Aurora, the Town of Bennett, the City of Brighton, the City of Commerce City, the City of Federal Heights, the Town of Lochbuie, the City of Northglenn, the City of Thornton, and the City of Westminster, all of said parties being referred to collectively herein as the “Agencies.”

WITNESSETH

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

WHEREAS, the Agencies wish to set forth their understanding of how the transportation planning efforts in Adams County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (CDOT), the Regional Transportation District (RTD) and the Denver Regional Council of Governments (DRCOG) for consideration in their respective Capital Improvement Plans; and

WHEREAS, DRCOG is changing its Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG, to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and

WHEREAS, the Subregional Funding process component of the Dual Model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities and unincorporated county areas located within a county and Adams County’s subregion shall be referenced as the “ADCOG Subregion”; and

WHEREAS, in the Dual Model, the participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions, CDOT and RTD for Regional Funding as well as develop a list of recommended projects to use the Subregional Funding; and

WHEREAS, the Agencies wish to enter into this Agreement to coordinate current and future transportation planning within Adams County.

NOW, THEREFORE, THE AGENCIES AGREE TO COOPERATE AS FOLLOWS:

1. **Adams County Project Priority Programming Process (“4P County Hearing Process”) for ADCOG Multimodal Projects.** The Mayors and Commissioners of the Agencies (“Executive Committee”) will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for state highway system, transit, bike & pedestrian, and Transportation Demand Management (TDM) projects. These priority corridors and list will be presented to CDOT, RTD and DRCOG for funding consideration during the 4P County Hearing Process and during cyclical updates to CDOT’s State Transportation Improvement Plan (STIP), RTD’s Strategic Plan, and DRCOG’s Transportation Improvement Plan (TIP), as applicable.
2. **Establishment of the ADCOG Subregional Forum to specifically participate in the DRCOG Dual Model Process.**
 - A. Establishment of the Forum. There is hereby established by the Agencies the ADCOG Subregional Forum (“Forum”), which is authorized to operate in accordance with this Agreement and take the actions authorized in subsection (E) of this Section 2.
 - B. Representation on the Forum. Each Agency shall appoint its representative to the DRCOG Board of Directors, a public official or other delegate to serve as a regular member of the Forum (“Appointee”). Each Agency may designate one (1) alternate to participate in the Forum in the absence of the Appointee (“Alternate”).
 - C. Establishing a Chair and Vice-Chair. Upon the execution of this Agreement, the Appointees and/or Alternates (as determined by an Agency) identified to participate in the Forum will meet and vote to elect a Chair and Vice-Chair for the Forum. The Chair, or Vice Chair in the Chair’s absence, will be responsible for: establishing Forum agendas; chairing meetings; coordinating with staff support, as provided in Section 3, to establish meeting locations and prepare agenda packets; and coordinating the presentation of the Forum’s recommended portfolio of projects to the DRCOG Board of Directors.
 - D. Voting Procedures. A quorum of the Forum must be present to take a vote. The quorum is comprised of the simple majority (Six) of the Appointees (or Alternates in the absence of an Appointee). All Forum actions shall be made by motion duly seconded and approved by the simple majority. Each Agency shall have one vote. Jurisdiction(s) that do not sign this Agreement shall be considered a “Non-Voting Member(s)” without any authority to vote on Forum matters as set forth in subsection F of this Section 2.
 - E. Forum Actions. The Forum’s actions may include, but are not limited to, establishment of the Forum rules; approving project submittals for Regional Funding; developing a recommended portfolio of projects for Subregional funding; adhering to established rules and procedures set forth by the DRCOG Board; developing and approving any additional rules and procedures or other activities related to the TIP project selection and evaluation process.
 - F. Non-Voting Members. In addition to the Agencies, all DRCOG members and governmental entities with corporate limits wholly or partially within the ADCOG Subregion shall be invited to participate in discussion and provide perspective to the Forum, as well as submit projects for Subregional funding. This includes all non-signatory jurisdictions to this Agreement, RTD, CDOT, transportation management organizations, as well as other entities and agencies that are eligible for the direct receipt of federal TIP funding.
 - G. Project Requests for DRCOG Funding. The Agencies agree to submit all DRCOG funding applications for ADCOG Subregion transportation projects or programs seeking Regional or Subregional funding through the Forum. Submissions may include any transportation related project or program eligible per the DRCOG Board’s TIP Policy. The Forum will cooperate

- and work diligently and in good faith to create a recommended list of projects for submission to DRCOG for each TIP cycle. The Forum shall ensure that all regional and subregional projects submitted to DRCOG comply with all grant requirements, such as, but not limited to, DRCOG adopted TIP policy and criteria; any supplemental Forum policies and /or criteria; presence in the adopted *Metro Vision Fiscally-Constrained Regional Transportation Plan*; local match requirements; and, that any project or program that is under the respective jurisdiction of either CDOT and/or RTD are supported by said Agencies.
- H. **Criteria and DRCOG Assistance.** DRCOG will establish overall criteria regarding project and program eligibility and evaluation of submitted projects. The Forum may choose to establish additional policy and criteria consistent with applicable Federal law and regulations. The Forum or Technical Committee, which is described in Section 3, may request assistance or information, including but not limited to, air quality information and vehicle traffic projections from DRCOG staff. Once the criteria has been approved by the Forum and ratified by DRCOG staff, the Technical Committee will be responsible for ranking and presenting the results of the ADCOG Subregional Forum portfolio of projects to the Forum.
- I. **Open Meetings; Notice and Agenda Packets for Meetings.** All meetings of the Forum and all the meetings of the Technical Committee specifically pertaining to the DRCOG Dual TIP Model process shall be open to the public with reasonable time allotted for public comment. Notice of meetings and associated materials shall be posted the Thursday prior to the week of the meeting in accordance with DRCOG requirements.
- J. **Intersubregional Coordination.** The Technical Committee will coordinate with adjacent subregions to identify potential projects with intersubregional benefits. Adams County Community & Economic Development Department (“AdCo”) will send out invitations during the DRCOG subregional ‘Call for Projects’ to solicit projects from other subregions that are requesting project and funding coordination from the ADCOG Subregional Forum.
3. **Establishment of the Forum Technical Committee.** There is hereby established the Forum Technical Committee which will consist of one (1) staff representative from each Agency, as designated by each Agency. The Technical Committee shall be responsible for gathering potential projects for the 4P County Hearing Process and Forum processes; developing recommended ranking criteria for the Forum’s consideration; and, recommending projects to the Forum for Subregional and Regional funding, subject to review and approval by the Forum.
4. **Staff Support.** AdCo staff shall be responsible for coordinating the 4P County Hearing Process and Forum processes in coordination with this Agreement’s designated Technical Committee. AdCo staff shall support the Technical Committee by taking meeting minutes, developing agenda packets, and ensuring DRCOG posting requirements are adhered to in conjunction with the Technical Committee.
5. **Planning Timeline.** The Agencies review and prioritization of the Multi-Modal Projects will be coordinated with the DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline for the 4P County Hearing process and STIP programming.
6. **Benefits Inure to Agencies Only.** It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included as a party to this Agreement. It is the express intention of this Agreement that any entity, other than the Agencies that are parties to this Agreement, that receives services or benefits as a result of this Agreement shall be an incidental beneficiary only.

7. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person.
8. **Term and Termination.** The term of this Agreement is through December 31, 2028. Any Agency may withdraw from this Agreement by providing written notice to the Forum Chair of its intent to do so at least ninety (90) days prior to termination. The notice not to renew shall be by formal action of the governing body requesting withdrawal. The Agreement shall remain in effect unless terminated by all of the Agencies. Any Agency that withdraws from the Agreement will be considered as a “Non-Voting Member” upon such withdrawal.
9. **Prior Agreement Terminated.** As of the effective date noted above, the 2010 Adams County Collaborative Transportation Planning Agreement is terminated and shall have no further force or effect.
10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this said Amendment have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

**ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS**

Mary Hodge, Chair

ATTEST:

County Clerk

Date

APPROVED AS TO FORM:

County Attorney's Office

CITY OF ARVADA

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

CITY OF AURORA

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

TOWN OF BENNETT

(), Mayor

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney's Office

CITY OF BRIGHTON

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

CITY OF COMMERCE CITY

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

CITY OF FEDERAL HEIGHTS

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF LOCHBUIE

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF NORTHGLENN

(), Mayor

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(), Mayor

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