

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE E-470 PUBLIC HIGHWAY AUTHORITY
AND
THE CITY OF BRIGHTON
REGARDING THE MAINTENANCE OF SABLE BOULEVARD
OVERLAPPING FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into effective this _____ (the “Effective Date”), by and between the E-470 PUBLIC HIGHWAY AUTHORITY, a body corporate and political subdivision of the State of Colorado (the “Authority”), and the CITY OF BRIGHTON, a Colorado home rule municipality (the “City”). The Authority and City may be collectively referred to herein as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Authority and City, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const. Art. XIV, Section 18 and Colo. Rev. Stat. Sections 29-1- 201, *et seq.*, to cooperate or contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the Authority was created and organized pursuant to Colo. Rev. Stat. Sections 43-4-501, *et seq.*, for the purpose of financing the construction, operation, and/or maintenance of the E-470 Public Highway (“E-470”); and

WHEREAS, the Parties, along with Adams County, Colorado, previously entered into that Intergovernmental Agreement Regarding E-470 and Sable Boulevard Interchange Funding and Construction, dated August 23, 2022 (the “Funding & Construction IGA”), to establish the terms between the parties thereto regarding the construction of interchange improvements at the location of Sable Boulevard and E-470; and

WHEREAS, the operation of E-470 by the Authority includes the maintenance of certain facilities that cross or intersect with City rights-of-way as contemplated by the Funding & Construction IGA; and

WHEREAS, the operation of the City’s rights-of-way includes the maintenance of certain facilities that cross or intersect with E-470 as contemplated by the Funding & Construction IGA; and

WHEREAS, as contemplated by and set forth in the Funding & Construction IGA, the Authority and City agree that it is in their mutual interest to identify their respective rights and obligations in and to the areas that cross or intersect E-470 and the City rights-of-way all as reflected in **Exhibit A** attached hereto and incorporated herein (the “Common Area(s)”), in order to avoid conflict and duplication of services, and to agree to the terms for maintaining the Common Areas.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

The Recitals set forth above are hereby incorporated into the covenants and agreements set forth below.

I. OWNERSHIP AND MAINTENANCE RESPONSIBILITY.

A. The Authority and City acknowledge and agree to the allocation of their respective ownership and maintenance responsibilities for the Common Areas, as described and depicted in **Exhibit A**. The portions of the Common Areas dedicated to the City for ownership and maintenance are hereinafter referred to as the “City Improvements.” The portions of the Common Areas owned and maintained by the Authority are hereinafter referred to as the “Authority Improvements.” The City Improvements and Authority Improvements are collectively referred to as the “Improvements.”

B. Each Party shall be responsible, at its sole cost and expense, for obtaining any and all required approvals and permits associated with the Common Area maintenance obligations set forth in **Exhibit A** from all applicable local, state and federal governments, including the City and Authority for any maintenance which occurs on either City or Authority property or which, in the Authority’s reasonable discretion, has the potential to impact traffic on E-470.

C. The Authority has contracted for the construction of the Improvements under the Authority’s contract with Ames Construction Inc. (the “Construction Contractor”), Contract No. EN-25-SABLE-1 (the “Construction Contract”). The Authority will provide notice to the City when the Authority grants both initial acceptance (“Initial Acceptance”) and final acceptance (“Final Acceptance”) for the Improvements under the Construction Contract.

D. The Parties’ obligation to begin performing maintenance for their respective portions of the Common Areas will commence upon the Authority’s Initial Acceptance of the Improvements under the Construction Contract.

E. Upon the Authority’s Final Acceptance of the Improvements under the Construction Contract, the Authority will be deemed to have dedicated the City Improvements to the City for perpetual ownership and maintenance thereof.

F. Except as they apply to the Parties’ maintenance obligations with respect to the Interchange (as defined in the Funding & Construction IGA), nothing herein shall modify the City’s or Authority’s obligations set forth in the Funding and Construction IGA, including, but not limited to, obligations with respect to the Connecting Facilities as defined therein.

II. MAINTENANCE STANDARDS.

A. The Authority and City acknowledge and agree that following Initial Acceptance the Authority will perform that portion of the Common Area maintenance allocated to the Authority for

the Authority Improvements in **Exhibit A** (the "Authority Maintenance"), at the Authority's sole cost and expense, according to the Authority's general standards for similar improvements (the "Authority Maintenance Standards").

B. The Authority and City acknowledge and agree that following Initial Acceptance the City will perform that portion of the Common Area maintenance allocated to the City for the City Improvements in **Exhibit A** (the "City Maintenance"), at the City's sole cost and expense, according to the City's general standards for similar improvements (the "City Maintenance Standards").

C. Under the Construction Contract, the Construction Contractor is obligated to warrant the Authority Improvements and City Improvements for a period of one year from the date the Authority grants Final Acceptance (the "Warranty Period"). If, during the Warranty Period the City becomes aware of such any defects with the City Improvements, the City agrees to immediately notify the Authority of such defects to permit the Authority to initiate warranty proceedings to address the same.

D. No Party shall cause or permit any Dangerous Condition arising from its performance of the operation and maintenance obligations assigned to it by this Agreement. In particular, no Party shall conduct its snowplowing operations on the bridge structure in such a way as to cause snow to be swept off of the bridge structure and deposited onto E-470. No Party shall cause or permit any Dangerous Condition in any area for which it has responsibility under this Agreement. "Dangerous Condition" means a "dangerous condition" as defined and described in the Colorado Governmental Immunity Act, Colo. Rev. Stat. Sections 24-10-101, *et seq.*, as may be hereafter amended.

E. Each Party shall take due care to avoid damage to the other Parties' facilities in the performance of the maintenance activities for which it is responsible under this Agreement. Should any damage to a Party's facilities occur as a result of another Party's (or its contractor's) maintenance activities, the Party responsible for the damage shall reimburse the damaged Party for the costs to repair the damage within thirty (30) calendar days of receipt of an invoice therefor. The Parties agree to cooperate with respect to pursuit of third-party insurance claims and/or restitution.

F. In addition to the Authority Maintenance Standards and City Maintenance Standards, all Parties and contractors performing maintenance with respect to the Common Areas shall be required to comply with Colorado Department of Transportation's specifications, including, but not limited to, the (1) CDOT Standard Specifications for Road and Bridge Construction (latest edition); (2) CDOT M&S Standard Plans and Specification Standards (latest edition); and (3) CDOT Safety Manual (latest edition) as they may apply to the maintenance work to be performed. Improvements containing storm water elements shall be maintained to the standards of the applicable stormwater oversight jurisdiction.

III. NO INTERCHANGE MODIFICATIONS. The City may not make changes to the City Improvements which the Authority determines, in its sole discretion, may have structural or traffic impacts to E-470, including, but not limited to changes to the bridge or any Connecting Facilities (as defined in the Funding & Construction IGA), without the Authority's prior written approval, which may be granted or withheld in the Authority's sole discretion.

IV. FUNDING AND DISCLOSURES.

A. Pursuant to Section II.A hereof, the Authority is responsible for performing the Authority Maintenance, at the Authority's sole cost and expense, in perpetuity. Pursuant to Section II.B hereof, the City is responsible for performing the City Maintenance, at the City's sole cost and expense, in perpetuity. Under no circumstances shall a Party be obligated to fund the costs of any other Party's obligations pursuant to this Agreement.

V. **ACCESS RESTRICTION.** The City shall not at any time access the Common Areas from the E-470 roadway, in its current configuration or as it may in the future be expanded, or from multi-use-easement or other Authority-owned property, except in those instances where the Authority has given prior written approval or during an emergency involving a significant and imminent threat to life or to the public health or safety.

VI. INSURANCE.

A. The Authority shall provide the following coverages:

1. Commercial General Liability Insurance. The Authority shall provide commercial general liability insurance for claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, and including contractual liability, products, and completed operations coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) general aggregate.

2. Workers' Compensation or Employers' Liability Insurance. The Authority shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the Authority shall provide proof of Employers' Liability Insurance with limits as follows: One Million Dollars (\$1,000,000) bodily injury each accident, One Million Dollars (\$1,000,000) bodily injury each disease, One Million Dollars (\$1,000,000) bodily injury disease aggregate.

3. Certificates of Insurance. Upon the execution of this Agreement, the Authority shall provide certificates of insurance to the City demonstrating that the required coverages are in effect. The Authority agrees that the required coverages will not be reduced, canceled, non-renewed, or materially changed without thirty (30) calendar days prior written notice to the City. The Authority shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the City within thirty (30) calendar days of the expiration date of any previously delivered certificate.

4. All required insurance shall include a waiver of subrogation in favor of the City.

B. The City shall provide the following coverages:

1. Commercial General Liability Insurance. The City shall provide commercial general liability insurance for claims arising out of bodily injury, death, damage to or destruction of the property of others, including loss of use, and including contractual liability, products, and

completed operations coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) general aggregate.

2. Workers' Compensation or Employers' Liability Insurance. The City shall provide proof of workers' compensation coverage with limits as required by the laws of the State of Colorado. Additionally, the City shall provide proof of Employers' Liability Insurance with limits as follows: One Million Dollars (\$1,000,000) bodily injury each accident, One Million Dollars (\$1,000,000) bodily injury each disease, One Million Dollars (\$1,000,000) bodily injury disease aggregate.

3. Certificates of Insurance. Upon the execution of this Agreement, the City shall provide certificates of insurance to the Authority demonstrating that the required coverages are in effect. The City agrees that the required coverages will not be reduced, canceled, non-renewed, or materially changed without thirty (30) calendar days' prior written notice to the Authority. The City shall be responsible for providing updated insurance certificates from its respective insurance carriers and forwarding the replacement certificates to the Authority within thirty (30) calendar days of the expiration date of any previously delivered certificate.

4. All required insurance shall include a waiver of subrogation in favor of the Authority.

VII. NOTICES. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any Party hereto, by the other Parties shall be in writing and shall be deemed duly served, given, or delivered when:

- (a) personally delivered to the Party to whom it is addressed;
- (b) sent by electronic mail to the individual designated to receive notice at the e-mail address below, provided that (1) the message includes a cross-reference to this Section of the Agreement and states that it serves as notice pursuant to this Agreement, and (2) notice is also provided in a timely manner by another method of physical delivery provided for in this Section;
- (c) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"); or
- (d) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier").

Such notice will be deemed given (i) when received, if delivered personally; (ii) if sent by electronic mail and physical delivery in accordance with (b) above, when the sender receives a "delivery receipt" or other response confirming delivery of such electronic mail; (iii) 4 days after deposit, if sent by US Mail; or (iv) the next business day after deposited with a Carrier during business hours on a business day.

All notices shall be delivered to the following addresses, or such other address as is provided by one Party to the other in accordance with this Section:

To the City: City of Brighton
500 S. 4th Avenue
Brighton, CO 80601
Attn: City Manager
Email: citymanager@brightonco.gov

With a Copy to: City of Brighton
500 S. 4th Avenue
Brighton, CO 80601
Attn: City Attorney
Email: acalderon@brightonco.gov

To the Authority: E-470 Public Highway Authority
Attention: Executive Director
Administrative Headquarters Facility
22470 East Stephen D. Parkway, Suite 100
Aurora, CO 80018
Email: jdonahue@e-470.com

With a Copy to: E-470 Public Highway Authority
c/o Icenogle Seaver Pogue, P.C.
4725 S. Monaco Street, Ste. 360
Denver, CO 80237
Attn: Tamara K. Seaver
Email: Tseaver@isp-law.com

Each Party may change its address for the purposes of notice by giving written notice of such change to the other Party, in any manner above specified.

VIII. MISCELLANEOUS.

A. Choice of Law. This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, shall be governed by, and enforced in accordance with, the substantive and procedural laws of the State of Colorado, including its statutes of limitations, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado.

B. Venue and Jurisdiction. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Agreement and all contemplated transactions, in any forum other than the Adams County District of Colorado, which forum shall have sole and exclusive jurisdiction over any matters related to this Agreement.

C. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter thereof and there are no prior or contemporaneous

agreements, either oral or written, relating to the subject matter hereof except as expressly set forth herein.

D. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

E. Agreement Modification. The Agreement may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the Parties.

F. Counterpart Execution. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed an original, all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by electronic delivery and, upon receipt, shall be deemed originals and binding upon the Parties.

G. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Authority or the City or their respective officials, employees, contractors, or agents, or any other person acting on their behalf and, in particular, governmental immunity that may be afforded or available to the Authority or the City pursuant to the Colorado Governmental Immunity Act, Colo. Rev. Stat. Section 24-10-101, *et seq.*

H. Nonassignability. The City may not assign its rights or delegate its duties hereunder without the prior written consent of the Authority. The Authority may assign its rights or delegate its duties hereunder without the prior written consent of the City.

I. Payment of Tolls. The City understands and agrees that the City along with its subcontractors, vendors, and employees, shall pay all tolls incurred by them during the term of this Agreement.

J. Binding Agreement. The benefits and burdens of this Agreement shall inure to and be binding upon on the heirs, executors, administrators, successors, and assigns of each of the Parties.

K. Rules of Construction. For purposes of this Agreement, except as otherwise expressly provided or unless the context clearly requires otherwise (i) the terms defined herein include the plural as well as the singular and include any words based upon the root of such defined terms; (ii) words importing gender include all genders; (iii) the words “include,” “includes,” and “including” mean inclusion without limitation; (iv) the word “or” is not exclusive; (v) the words “herein,” “hereof,” and “hereunder,” and other words of similar import, refer to this Agreement as a whole and not to any particular Section or other subdivision; and (vi) the headings in the Agreement are for convenience only and shall not affect the interpretation of this Agreement. Unless the context otherwise requires, reference herein to: (A) Sections and orders refer to the Sections of this Agreement and orders made pursuant to this Agreement, as applicable; (B) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (C) a statute means such statute as amended from time to time and includes any successor legislation

thereto and any regulation promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

L. Survival of Representations. Each and every covenant, promise, and payment contained in this Agreement shall survive each and be binding and obligatory upon each of the Parties and shall not merge into any deed, assignment, covenant, escrow agreement, easement, lease or any other document.

M. Nonseverability. Each Section of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties.

N. Effect of Invalidity. If any portion of this Agreement is held invalid or unenforceable for any reason by a court of competent jurisdiction as to any Party or as to all Parties, the Parties will immediately negotiate valid alternative portion(s) that as near as possible give effect to any stricken portion(s).

O. Appropriation. Pursuant to Colo. Rev. Stat. Section 29-1-110, the financial obligations of the City and the Authority contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

P. Time is of the Essence. The performance of the obligations under this Agreement shall be undertaken and completed in accordance with this Agreement and in such sequence as to assure its expeditious completion in light of the purposes of this Agreement. It is agreed that time is of the essence in the performance of this Agreement.

Q. Recitals. The recitals to this Agreement are incorporated herein by this reference.

R. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

S. Parties Interested Herein/No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other third parties. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

T. Breach and Enforcement. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to the terms and conditions contained

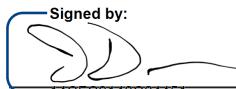
herein and that the failure of any Party to fulfill any obligation set forth herein shall constitute a breach of this Agreement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, as may be available according to the laws and statutes of the State of Colorado.

U. Electronic Signatures. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Colo. Rev. Stat. Sections 24-71.3-101, *et seq.*, as may be amended from time to time. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[The remainder of this page intentionally left blank. Signatures on following pages.]

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first written above.

E-470 PUBLIC HIGHWAY AUTHORITY

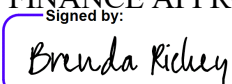
Signed by:

By: Joe Donahue
Its: Executive Director

DEPARTMENT APPROVAL:


Signed by:

295FFE7B01464AF...
Chief Engineer

FINANCE APPROVAL:

Signed by:

3B24EE960DBB421...
Chief Financial Officer

APPROVED AS TO FORM:
ICENOGL SEAVR POGUE
A Professional Corporation

 Shannon Smith Johnson
2025.08.14 13:31:59 -06'00'
General Counsel

DATE APPROVED BY THE BOARD OF DIRECTORS: August 14, 2025

THE CITY OF BRIGHTON, COLORADO

Michael Martinez, City Manager

EXHIBIT A

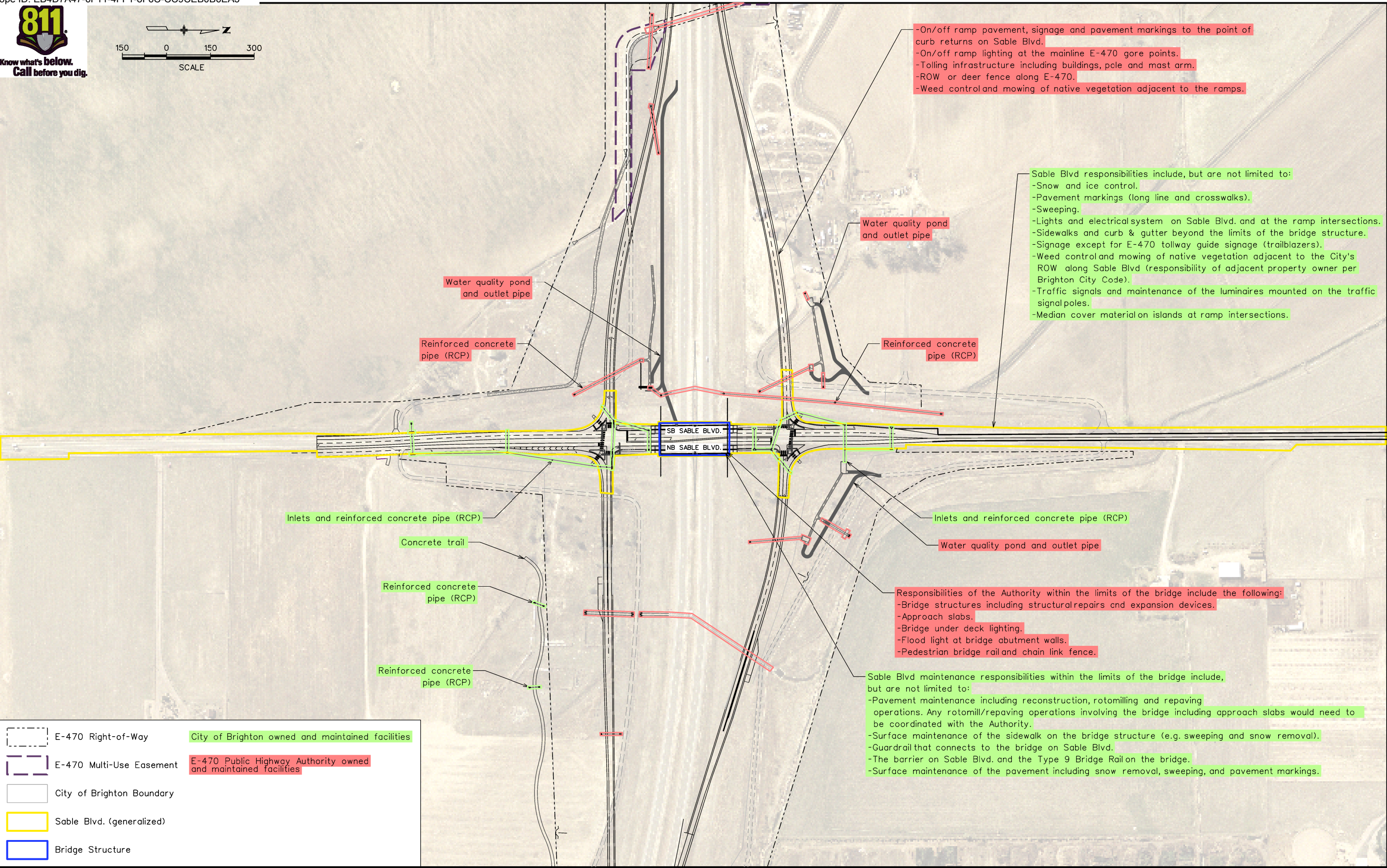
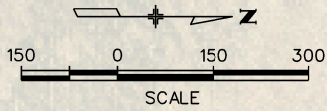
Common Areas

PLOT DATE: 6/24/2025

FILE NAME: X:\AE\ENEF04\171006\5-final-dsgn\Sable Blvd Interchange IGA-E-470_IGA Sable Blvd.dgn



Know what's below.
Call before you dig.



- On/off ramp pavement, signage and pavement markings to the point of curb returns on Sable Blvd.
- On/off ramp lighting at the mainline E-470 gore points.
- Tolling infrastructure including buildings, pole and mast arm.
- ROW or deer fence along E-470.
- Weed control and mowing of native vegetation adjacent to the ramps.

- Sable Blvd responsibilities include, but are not limited to:
- Snow and ice control.
 - Pavement markings (long line and crosswalks).
 - Sweeping.
 - Lights and electrical system on Sable Blvd. and at the ramp intersections.
 - Sidewalks and curb & gutter beyond the limits of the bridge structure.
 - Signage except for E-470 tollway guide signage (trailblazers).
 - Weed control and mowing of native vegetation adjacent to the City's ROW along Sable Blvd (responsibility of adjacent property owner per Brighton City Code).
 - Traffic signals and maintenance of the luminaires mounted on the traffic signal poles.
 - Median cover material on islands at ramp intersections.

- Responsibilities of the Authority within the limits of the bridge include the following:
- Bridge structures including structural repairs and expansion devices.
 - Approach slabs.
 - Bridge under deck lighting.
 - Flood light at bridge abutment walls.
 - Pedestrian bridge rail and chain link fence.

- Sable Blvd maintenance responsibilities within the limits of the bridge include, but are not limited to:
- Pavement maintenance including reconstruction, rotomilling and repaving operations. Any rotomill/repaving operations involving the bridge including approach slabs would need to be coordinated with the Authority.
 - Surface maintenance of the sidewalk on the bridge structure (e.g. sweeping and snow removal).
 - Guardrail that connects to the bridge on Sable Blvd.
 - The barrier on Sable Blvd. and the Type 9 Bridge Rail on the bridge.
 - Surface maintenance of the pavement including snow removal, sweeping, and pavement markings.

	E-470 Right-of-Way		City of Brighton owned and maintained facilities
	E-470 Multi-Use Easement		E-470 Public Highway Authority owned and maintained facilities
	City of Brighton Boundary		
	Sable Blvd. (generalized)		
	Bridge Structure		

ISSUE RECORD											
NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE	NO.	BY	PURPOSE	DATE



SABLE BLVD. & E-470 INTERCHANGE

MAINTENANCE IGA

ISSUED DATE:

STRUCTURE NUMBER:

ORIGINAL E-470
CONTRACT NO.

SHEET NUMBER