

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) , dated this \_\_\_ day of \_\_\_, 2024, is made by and between BOULDER COUNTY, a body politic and corporate of the State of Colorado (“Boulder County”); the CITY AND COUNTY OF BROOMFIELD, a municipal corporation and county (“Broomfield”), CITY OF LAFAYETTE (“Lafayette”) and CITY OF THORNTON (“Thornton”), the TOWN OF ERIE (“Erie”) each a Colorado home-rule municipal corporation. Each of the governmental entities shall be referred to herein, individually by name or as a “Party” and, collectively, as the “Parties.”

### RECITALS

- A. 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
- B. The Parties are governmental entities, each with authority to build and maintain public roads and regulate traffic within their respective boundaries; and
- C. The Parties desire to set forth their understanding relating to the Colorado State Highway 7 Priority 1A Preconstruction Project (“Project”) which physically relates to proposed improvements to Colorado State Highway 7 from Brighton to Boulder; and
- D. 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
- E. 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
- F. 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 the same in accordance with the terms and conditions hereof.

### AGREEMENT

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 2025.
- 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. Each Party shall provide the designated funding to Broomfield within 30 days of

receipt of a request for the funded amount, email requests are sufficient for this purpose, and Broomfield shall use the funds solely for the Project.

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. Nothing in this Agreement shall constitute a multi-year fiscal obligation of any Party.
5. NO NON-PARTY BENEFICIARIES. This Agreement is intended to describe the rights and responsibilities only as to the Parties. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a Party.
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](mailto: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 all 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 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 unless and until all the Parties have executed this Agreement.

The Parties have caused this Agreement to be duly authorized and executed.

REMAINDER OF PAGE INTENTIONALLY BLANK.  
SIGNATURE PAGES FOLLOW.

**COUNTY OF BOULDER  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Ashley Stolzmann, Chair

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

ATTEST:

APPROVED AS TO FORM:

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

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

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

\_\_\_\_\_  
Guyleen Castriotta, Mayor

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

ATTEST:

APPROVED AS TO FORM:

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

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

**CITY OF LAFAYETTE, COLORADO**

\_\_\_\_\_  
Jaideep Mangat, Mayor

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Lynnette Beck, 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**

\_\_\_\_\_  
Justin Brooks, Mayor

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

ATTEST:

\_\_\_\_\_  
Debbie Stamp, Town Clerk



**EXHIBIT A**

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

<b>Participant</b>	<b>Total Commitment</b>	<b>2024</b>	<b>2025</b>
City of Thornton	\$ 235,000	\$235,000	
Boulder County	\$ 57,500	\$29,000	28,500
City of Lafayette	\$ 28,750	\$28,750	
Town of Erie	\$ 86,250	\$86,250	
City & County of Broomfield	\$ 107,500	\$107,500	
<b>Total</b>	<b>\$515,000</b>	\$515,000	