

## **INTERGOVERNMENTAL AGREEMENT**

### *State Highway 7 Bus Rapid Transit Station Design, Multimodal Station Connectivity Recommendations, and Right-of-Way Needs Financial Agreement Boulder County Transportation Planning Grant*

This Intergovernmental Agreement by and between **Adams County**, a body politic and corporate of the State of Colorado (hereinafter referred to as “Adams County”) and the **County of Boulder**, a body politic and corporate of the State of Colorado (hereinafter referred to as the “the County”), (collectively the “Parties”) is made to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2016.

#### **RECITALS:**

WHEREAS, the parties are authorized to enter into this Agreement pursuant to C.R.S. §29-1-201 et. Seq.; and,

WHEREAS, the local governments along the State Highway 7 corridor from the City of Brighton to the City of Boulder have created a coalition to collaborate on corridor wide transportation planning; and,

WHEREAS, the County has access to grant funding targeted to further study transit stations, right-of-way needs, and multimodal connections to station areas on the State Highway 7 corridor; and,

WHEREAS, the County has been managing a collaborative study of bus rapid transit feasibility, operations, and alignment on State Highway 7 in partnership with the local governments participating in the State Highway 7 Coalition; and,

WHEREAS, the Parties wish to study transit station design, multimodal station connectivity recommendations, and right-of-way needs on State Highway 7 from the City of Brighton to the City of Boulder to further advance the concept of bus rapid transit on State Highway 7; and,

WHEREAS, the Denver Region Council of Government’s (DRCOG) has offered funding to be programmed in the 2016-2021 Transportation Improvement Program for federal fiscal year 2017, targeted to study transit station design, multimodal station connectivity recommendations, and right-of-way needs on State Highway 7 from the City of Brighton to the City of Boulder, hereafter referred to as the “Study”.

**NOW THEREFORE**, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

1. The County will enter into an agreement with DRCOG to manage the Study contingent upon the successful transfer of project management to the County and project award from DRCOG in their October, 2016 Board of Directors meeting.
2. Adams County will provide \$13,000 toward the local matching requirement for the DRCOG grant.
3. Adams County will participate in the development of the scope of work for the Study through participation on the project’s technical advisory committee (TAC).
4. Boulder County shall invoice Adams County for the full amount of \$13,000 no later than December 1, 2017. Adams County will pay Boulder County within 90 days of receipt.

5. A consultant selection committee consisting of members of the TAC will be assembled to evaluate proposals received from consultants. Both Parties will be represented on the consultant selection committee. After consultant selection the County will enter into negotiations to formulate the final scope of work for the project, negotiate cost, and to reach a final contract.
6. The County intends to initiate the Study during federal fiscal year 2017, or as soon as reasonably possible thereafter, per the DRCOG 2016-2021 TIP program of projects.
7. Adams County will review and provide written approval for the Study's Final Report.

**B. ENTIRE AGREEMENT; AMENDMENTS.**

This Agreement contains the entire agreement between the Parties concerning its subject matter. It may be amended only by written agreement approved by both Parties.

**C. NON-SEVERABILITY.**

If any portion of this Agreement is held by a court in a final, non-appealable decision to be invalid or unenforceable as to any Party, the entire Agreement shall be terminated, it being the understanding and intent of the Parties that every portion of the Agreement is essential to and not severable from the remainder.

**D. NO JOINT VENTURE OR PARTNERSHIP**

Nothing contained in this Agreement is intended to create a partnership or joint venture between Adams County and Boulder County with respect to Studies, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any party hereto to act as an agent of the other party hereto for any purpose whatsoever.

**E. NO THIRD-PARTY BENEFICIARIES.**

The parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of this Agreement, and no other person or entity is so intended.

**F. ENFORCEMENT.**

Any one or more of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory relief and injunctive relief. No other person or entity shall have any right to enforce the provisions of this Agreement.

**G. GOVERNING LAW AND VENUE.**

The laws of the State of Colorado shall govern this Agreement and venue shall lie in the County of Boulder.

H. PARTY REPRESENTATIVES; NOTICE.

Referrals made under the terms of this Agreement shall be sent to the Parties' representatives listed below. Any required notices or referrals shall be in writing and shall be hand-delivered or sent by facsimile transmission, email as appropriate, or United States mail, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below.

I. PARTY RESPONSIBILITY.

Each party assumes responsibility for its negligent actions and omissions, and those of its officers, agents and employees in the performance or failure to perform work under this agreement. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the agreement, the limitations on liability which are provided to the Parties under the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

ENTITY:

REPRESENTATIVE:

County of Boulder

George Gerstle  
Director, Transportation Department  
P.O. Box 471  
Boulder, CO 80306

Adams County

Jeanne M. Shreve  
Intergovernmental Relations Manager  
Adams County  
4430 S. Adams County Parkway, Suite 5323  
Brighton, CO 80601  
jshreve@adcogov.org

Name or address changes for representatives shall be made in writing, mailed to the other representatives at the then current address.

I. HEADINGS.

The paragraph headings in this Agreement are for convenience only and shall not be used in the construction or interpretation hereof as they have no substantive effect.

J. PAYMENT SUBJECT TO APPROPRIATION.

Notwithstanding the provisions of paragraph A.1. of this Agreement, financial obligations of Adams County or Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and/or otherwise made available. The Parties shall notify the other immediately regarding any action taken by their respective Board of County Commissioners concerning this proposal in the 2017 Capital Improvement Program (CIP), and shall notify each other of amounts appropriated or otherwise made available for the Improvements within thirty (30) days of the start of the fiscal year for which such amounts are appropriated or otherwise available.

IN WITNESS WHEREOF, the parties have executed and entered into this Amendment as of the day and year first set forth below.

Executed by the Adams County on

\_\_\_\_\_.  
(date)

By: \_\_\_\_\_

Eva Henry, Chair

Attest:

By: \_\_\_\_\_

Stan Martin, CLERK AND RECORDER

Deputy Clerk

APPROVED AS TO FORM:

Adams County Attorney's Office

Executed by Boulder County on

\_\_\_\_\_.  
(date)

By: \_\_\_\_\_

Chair of the Board of County Commissioners,  
Elise Jones

Attest:

By: \_\_\_\_\_

Administrative Assistant Clerk to the Boulder of  
County Commissioners, Cecilia Lacey