

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE
CITY OF THORNTON REGARDING STEELE STREET EXTENSION FROM
EAST 86TH AVENUE TO EAST 88TH AVENUE AND THE WELBY ROAD
INTERSECTION IMPROVEMENTS AT EAST 88TH AVENUE**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, 201_____, by and between the County of Adams, a political subdivision of the State of Colorado, located at 4430 South Adams County Parkway, Brighton, Colorado 80601 (hereinafter referred to as the “**County**”) and the City of Thornton, located at 9500 Civic Center Drive, Thornton, Colorado 80229 (hereinafter referred to as the “**City**”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, § 18(2)(a) and § 29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each; and

WHEREAS, the Parties recognize the importance of safe, efficient roadways, and functional drainage systems for their constituents; and

WHEREAS, the Parties recognize a need for the extension of Steele Street from East 86th Avenue to East 88th Avenue to include road, pedestrian, stormwater improvements, and traffic signal modifications at the intersections of Steele Street and East 88th Avenue and Welby Road and East 88th Avenue (hereinafter referred to as the “Project”). The minimum width road section and the conceptual alignment of Steele Street from East 86th Avenue to East 88th Avenue is attached hereto as Exhibit A; and

WHEREAS, the Parties recognize the cooperation needed in regard to design review and construction coordination of the Project, and each Party is prepared to provide respective staff time and resources as described herein; and

WHEREAS, the Parties wish to set forth their understandings with regard to the design, construction, ownership and maintenance of the Project;

NOW, THEREFORE, in consideration of mutual covenants contained herein, the Parties hereby agree as follows:

I. PURPOSE

1. The Parties acknowledge that the purpose of entering into this Agreement is to document the County's agreement to construct the Project and the City's agreement to accept, own and maintain the Project.
2. The County agrees to construct the Project, which, based on preliminary discussions between the Parties, is anticipated to include the following:
 - A. Construct Steele Street with a minimum of one twelve-foot wide travel lane in each direction; a 24-inch wide concrete gutter and typical 6-inch vertical curb section with the edge of gutter pan coincident with the outer edge of each travel lane; improvements to the Lower Clear Creek Irrigation Ditch; a 10 foot wide attached concrete multi-modal trail (also functions as the maintenance road for the irrigation ditch) and street lights on the east side per City Standard 502.4; wider lanes as needed to facilitate truck turning movements at both East 88th Avenue and at East 86th Avenue; and the construction of a new access at the southeast corner and closure of an existing access near the northeast corner, of the Chaparral Village Associates, LLC property.
 - B. Construct stormwater facilities including water quality and stormwater detention, as needed for the Project. The stormwater facilities will outfall into a City approved drainage system.
 - C. Modify the existing traffic signal at the intersection of Steele Street and East 88th Avenue to accommodate a new northbound approach as a result of the Project. Modification shall include, but is not necessarily limited to, the relocation, or the reconfiguration of the existing traffic signal and any of its components (traffic signal heads, pedestrian signal heads, signal poles, mast arms, pedestal poles, illuminated street name signs, streetlight luminaires, wiring, pull

boxes, conduit, pavement markings, signs, equipment) and the addition of any new components necessary to establish a fully functional four approach traffic signal per City Standards and Specifications and in compliance with the Manual on Uniform Traffic Control Devices, latest revision (MUTCD).

D. The Parties anticipate the traffic signal at Welby Road and East 88th Avenue intersection (Welby Signal) will not be justified by traffic signal warrants when the traffic signal at Steele Street and East 88th Avenue intersection (Steele Signal) is installed. Therefore, in compliance with the guidance in the MUTCD, an engineering study will be prepared by the County to evaluate the need for the Welby Signal and any other related traffic control devices ("Welby Signal Modifications"). In conjunction with such engineering study, the County shall also estimate the cost (including an appropriate contingency) for such Welby Signal Modifications. Relative to the foregoing, the Parties further agree to the following:

1. The Welby Signal Modifications will not be constructed until after the Steele Street Project is complete.
2. The engineering study and cost estimate for the Welby Signal Modifications shall be prepared by the County within nine (9) months after the completion of the Project.
3. The County shall consult with the City and offer the City the opportunity to review and provide input during the engineering study for the Welby Signal Modifications.

E. Coordinate with all known utility providers in the area requesting their cooperation to coordinate installation of their facilities within public right of way.

F. The County shall negotiate a separate agreement with the Lower Clear Creek Ditch Company, a Colorado mutual ditch company, if necessary.

3. The City acknowledges and agrees that water mains, fire hydrants, and sanitary sewer mains do not need to be installed in connection with the County's construction of the Project.

4. The County shall design and construct the Project in accordance with City Standards and Specifications or as approved by the City's Executive Directive of Infrastructure. Whenever designing or constructing to a City Standard becomes impractical, the County shall document the situation and obtain written concurrence from the City before proceeding.
5. The County shall, at its sole cost, complete the design, property acquisition and construction of the Project. The City hereby authorizes the County to acquire, manage, engineer, advertise, contract, construct and inspect the Project within the City's jurisdiction. This authority shall be in full force and effect until the Project is accepted by the City. The City further agrees to grant the necessary property rights (for example, but not limited to: temporary easements, permanent easements, property dedications, licenses, permits, etc.), waive all bonds, taxes, fees and other City charges at no cost to the Project, to the extent such grants, issuances and waivers are not contrary to law.
6. The City and the County will collaborate as needed throughout the duration of the Project. Collaboration will be accomplished by communicating, meeting, discussing, reviewing, commenting, researching, guiding, and assisting, (etc.), with each other as necessary to resolve all issues to the satisfaction of the Parties.
7. Prior to advertising the Project, the County shall provide Issued for Permit plans and reports to the City for review. The City shall provide the County comments, if any, or approval, in writing within ten business (10) days of the City's receipt of the plans and reports. The County shall incorporate into the Project all reasonable City comments and requested changes. The County has the sole discretion to reject any issue the County deems unreasonable. Following receipt of any revised plans and reports, the City shall have five business (5) days to confirm the City's comments have been addressed and provide the County with a written approval. The approved plans and reports will become the permit documents, also known as, the Project bidding documents.
8. Prior to construction, the County's contractor shall obtain the necessary City permits associated with the work within the City's jurisdiction, subject to the foregoing.

9. The City will separately inspect the Project for its own purposes throughout construction. Upon discovery of any problem, potential problem, or deficiency, the City shall immediately inform the County in writing. The County will evaluate each such issue and provide direction to the contractor as needed. The County has the sole discretion to reject any issue the County deems unreasonable.
10. Upon completion of construction, the City and the County will collaborate in the preparation of a final acceptance punch list for the Project, which shall be provided to the contractor. All items listed must be completed to the satisfaction of the Parties prior to final acceptance of the Project by the County.
11. When the City has, in its sole discretion, deemed all punch list items satisfactorily completed, all issues raised under paragraph 10 above satisfactorily resolved, and any problems or deficiencies arising after the date of the punch list satisfactorily addressed, it shall provide to the County a notice of acceptance of the Project's construction (the "City Acceptance Notice").
12. At the end of the contractor's one-year construction warranty period, the County may provide the contractor with a notice of its final acceptance of the Project. The County shall concurrently send a copy of such notice to the City. Following the County's notice of final acceptance, the County agrees to transfer ownership of the Project and the land underlying the Project to the City, subject to the City's acceptance thereof.
13. The City's obligation to accept ownership of the Project and the underlying land and to permanently accept maintenance responsibilities for the Project are contingent on the City having provided a City Acceptance Notice for the Project.
14. In connection with and prior to the completion of the transfer of the Project and the underlying land from the County to the City, the City agrees to initiate annexation of any property wherein such Project improvements are situated that are not located within the City's current boundary.

II. SCHEDULE

1. The County will use its best effort to have the design sufficiently complete to facilitate right of way acquisition by the end of 2019.
2. The County will use its best effort of complete the purchase of right-of-way necessary for the Project by mid-year 2020.
3. The County will use its best effort to complete the Project construction by the end of 2020.
4. The City will use its best effort to complete the necessary right of way dedications and annexation(s) within six (6) months of the City's acceptance of the Project.

III. AUTHORITY

1. The City and the County shall each approve this Intergovernmental Agreement by appropriate action of its respective governing body.

IV. GENERAL PROVISIONS

1. No amendment to this Agreement shall take effect unless approved in writing by the Parties.
2. The waiver by any Party or breach of any term, covenant or condition of the Agreement shall not be deemed a waiver for such term, covenant, or condition or any subsequent breach of the same or any other term covenant, or condition of this Agreement.
3. This Agreement is solely for the benefit of the Parties hereto and no third party shall be entitled to claim or enforce any right hereunder except as specifically provided herein.
4. If any provision of this Agreement or application thereof to any Party or circumstances is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

5. This Agreement shall not be assigned by either Party without the written consent of the other Party. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings.
6. At all times during the performance of this Agreement, the Parties shall strictly adhere to all applicable Federal and State laws, rules and regulations that have been or may hereafter be established.

V. TERM

1. It is the intent of the Parties that the Project shall be completed by the end of 2020. Notwithstanding said deadline, this Agreement shall remain in full force and effect until final acceptance of the completed Project by the City.

IN WITNESS THEREOF, the Parties have entered into this Agreement effective as of the date first above written.

CITY OF THORNTON

Kevin S. Woods, City Manager

DATE: _____

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO FORM:

Luis A. Corchado, City Attorney

[County signature page follows]

BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY COLORADO

Chair:

Date: _____

ATTEST:

APPROVED AS TO FORM:



County Attorney's Office