

AGREEMENT TO TERMINATE INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT TO TERMINATE INTERGOVERNMENTAL AGREEMENT (the "Termination Agreement") is made and entered into effective this ____ day of _____, 2012, by and between the CITY OF COMMERCE CITY, a Colorado home rule municipality whose address is 7887 East 60th Avenue, Commerce City, Colorado (the "City"), and the COUNTY OF ADAMS, a body politic and corporate of the State of Colorado whose principal business address is 4330 South Adams County Parkway, 5th Floor – Suite C5000A, Brighton, Colorado 80601 (the "County").

WHEREAS, on January 10, 2001, the parties entered into that certain Intergovernmental Agreement Between Adams County and the City of Commerce City regarding Construction, Use and Maintenance of Salt Storage Dome (the "Salt Dome IGA");

WHEREAS, to share in the costs of construction of the Salt Storage Dome, the City paid to the County Forty-five Thousand Dollars (\$45,000.00);

WHEREAS, the parties have agreed to terminate the IGA; and

WHEREAS, pursuant to Section 7 of the Salt Dome IGA, termination may only occur upon mutual agreement of the parties and negotiation of the terms thereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the County and the City hereby mutually agree to terminate the Salt Dome IGA pursuant to the following terms:

1. City Rights and Obligations Terminated. Upon execution of this Termination Agreement, the City shall have no further right to make use of the Salt Storage Dome identified in the Salt Dome IGA, and all obligations of the City under and pursuant to the Salt Dome IGA shall expire.

2. Refund of Cost Sharing Amount to City. Within thirty (30) days after this Termination Agreement has been fully executed, the County shall refund to the City Forty-five Thousand Dollars (\$45,000.00).

3. Other Agreements Unaffected. This Termination Agreement is intended to terminate only the Salt Dome IGA. All other agreements between the parties, and the rights and obligations of the parties relating thereto, shall continue in full force and effect without regard to this Termination Agreement.

4. Authority. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Termination Agreement on behalf of the parties and to bind the parties to its terms.

5. Counterparts. This Termination 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.

[Remainder of this page intentionally left blank – signature page(s) follow]

IN WITNESS WHEREOF, the parties have executed this Termination Agreement as of the date first written above.

CITY OF COMMERCE CITY

Sean Ford, Mayor

ATTEST:

Laura J. Bauer, CMC, City Clerk

Approved as to form:

Gregory D. Graham, Assistant City Attorney

Recommended for approval:

Daren A. Sterling P.E., Interim Director
Department of Public Works

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: _____
W.R. "Skip" Fischer, Chairman of the Board

Attest:

Approved as to Legal Form

Keisha Hirsch, Deputy Clerk

County Attorney