

**INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY AND THE
CITY OF COMMERCE CITY REGARDING COST-SHARING FOR PRELIMINARY
ENGINEERING DESIGN AND ENVIRONMENTAL ANALYSIS FOR I-270
CORRIDOR PROJECT (LED BY THE COLORADO DEPARTMENT OF
TRANSPORTATION)**

This **INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is made and entered into effective the _____ day of _____, 2021, (the “Effective Date), by and between the **CITY OF COMMERCE CITY**, a Colorado home rule municipality located at 7887 East 60th Avenue, Commerce City, CO 80022 (the “City”) and the Board of County Commissioners of **ADAMS COUNTY, COLORADO** a body corporate and political, whose principal business address is 4330 South Adams County Parkway, Brighton, CO 80601 (the "County") (collectively referred to herein as the "Parties" or each individually as a "Party").

RECITALS

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, *et seq.*, and 29-20-105 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) initiated a project to perform Preliminary Design up to 30% completion and Environmental Analysis (EA) activities along the Interstate 270 corridor from Interstate 25 to Interstate 70 (known as “the Project”), as described in Exhibit A to this Agreement, “Summary of Project Work,” attached and incorporated by reference; and

WHEREAS, the Project began in March 2020, and is expected to be completed in 2022; and

WHEREAS, the Project includes a local match of Three Million, Five Hundred Thousand dollars (\$3,500,000) covering the development of Preliminary Design and Environmental Analysis documents, which the County has previously agreed to pay through a separate intergovernmental agreement executed with CDOT dated February 2020 to which the City is not a party; and

WHEREAS, in recognition of the regional benefits of the Project to the citizens of both Parties, the County has requested, and the City agrees, that the City pay the County One Million dollars (\$1,000,000) pursuant to the terms of this Agreement, which funds shall be used to reimburse the County for Project expenses for work performed pursuant to the County’s intergovernmental agreement with CDOT; and

WHEREAS, the Parties wish to enter into this Agreement to establish the terms of the City’s funding commitment to the Interstate 270 Project Preliminary Design and Environmental Analysis.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the sufficiency and receipt of which is hereby

acknowledged, the Parties do hereby agree as follows:

1. Agreement. Subject to the terms and conditions set forth in this Agreement, the City hereby agrees to contribute One Million dollars (\$1,000,000) to the County, which funds shall be used by the County to partially fulfill its funding obligations for the Project.

2. City's Contribution – Payment. Subject to final approval by the City Council of the City of Commerce City, within sixty (60) days of the Effective Date, the City shall make full payment of its \$1,000,000.00 contribution to the County (the “Due Date”).

3. Assignment. Neither the County nor the City may assign this Agreement or parts hereof or its rights hereunder without the express written consent of the other Party.

4. Time is of the Essence. The Parties acknowledge that time is of the essence in the performance of this Agreement.

5. No Partnership or Agency. Notwithstanding any language in this Agreement or any representation or warranty to the contrary, neither the City nor the County shall be deemed or constitute a partner, joint venturer or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

6. No Third-Party Beneficiaries. 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. It is the express intention of the Parties that any person other than the Town and the County shall be deemed to be only an incidental beneficiary under this Agreement.

7. Notices. Any notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either Party hereto by the other Party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the Party to whom it is addressed or, in lieu of such personal services, when received in the United States mail, first-class postage prepaid addressed to:

The County:

Board of County Commissioners, Adams County
4330 S. Adams County Parkway
Brighton, CO 80602
Attn: Chris Chovan, Senior Transportation and Mobility Planner

The City:

City of Commerce City
8602 Rosemary Street
Commerce City, CO 80022
Attn: Brent Soderlin, City Engineer

Either Party may change its address for the purpose of this Section by giving written notice of such change to the other Party in the manner provided in this Section.

8. Headings. The headings and captions in this Agreement are intended solely for the convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

9. Controlling Law and Venue. The Parties hereto agree that exclusive jurisdiction and venue for the resolution of any dispute relating to this Agreement to be provided hereunder shall lie in Adams County, Colorado.

10. 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.

11. Binding Contract. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties.

12. Entire Contract. This Agreement constitutes the entire agreement between the Parties and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

13. Contract Modification. This Agreement may not be amended, altered, or otherwise changed except by a written agreement between the Parties.

14. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.

15. 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

BOARD OF COUNTY COMMISSIONERS

ATTEST:

ADAMS COUNTY, COLORADO

By: Chair of the Board of County Commissioners

APPROVED AS TO FORM:

County Attorney's Office

CITY OF COMMERCE CITY

Benjamin A. Huseman, Mayor

ATTEST:

APPROVED AS TO FORM:

Dylan A. Gibson, City Clerk

Brian Swann, Assistant City Attorney

EXHIBIT A – SUMMARY OF PROJECT WORK

EXHIBIT A, STATEMENT OF WORK

I-270 Environmental Assessment & Preliminary Design - Statement of Work

CDOT Subaccount: 23198



Background

Interstate I-270 is a 6 mile-long controlled-access interstate highway with two through lanes in each direction that serves as the inner beltway, providing a direct connection to Colorado's only north/south (I-25) and east/west (I-70) interstates, passing through parts of the City of Denver, Commerce City, and unincorporated Adams County. The I-270 corridor is a critical component of the region's transportation network, is identified as a regional roadway in the 2040 MVRTP and is included in that report's Financially Constrained project list, and is identified as a Primary Highway in the CDOT State Highway Freight Plan. I-270 also plays a critical role in public safety operations, serving as a regional evacuation and hazardous material route. I-270 sees daily traffic volumes of 103,000 vehicles per day (vpd) west of the Vasquez Boulevard interchange and approximately 91,000 vpd east of that interchange. The corridor is utilized heavily by commercial and industrial businesses, with truck traffic representing 11% of daily travel volumes on I-270, equaling 12,100 trucks per day (compared to 2% of daily travel volumes on a typical roadway). However, I-270's infrastructure is too obsolete to meet the increasing transportation demands of the region. Due to the existing operational issues along I-270, regional stakeholders have decided to analyze the corridor with the goals of improving the current safety, reliability, and operational issues of the interstate and to reduce access barriers for adjacent vulnerable populations and to reduce industrial-residential conflicts. The following Purpose and Needs were identified for the I-270 planning process:

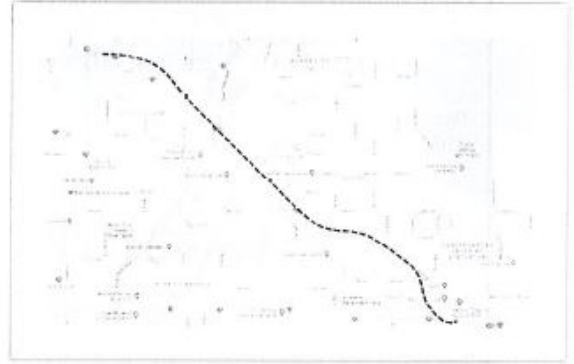


Figure 1: The I-270 Corridor runs from I-70 on the southeast end to I-25 on the northwest end. (Does not represent EA Limits)

Purpose: Implement transportation solutions which modernize the I-270 corridor to accommodate present and future transportation demands.

Needs: Remedy the design and structural deficiencies of the existing corridor (including concrete surfaces, secondary compression settlement, bridge structures, and interchanges), address the causes of vehicle crashes to reduce their rate of occurrence, improve connectivity for all modes of travel, accommodate current and projected future freight vehicle volumes, improve travel-time reliability, reduce the barriers the original corridor construction created for adjacent residents and employees to employment and commercial areas and regional trails, and support public and high frequency transit.

The ultimate goal of stakeholders is to expedite the planning and design phases of this project, and to begin construction activities along the I-270 corridor as soon as possible.

Environmental Assessment

The NEPA Class of Action for the I-270 corridor has been determined by the FHWA as an Environmental Assessment (EA). The EA and relevant corridor design will be performed with the help of a team of consultants selected by representative stakeholders based on qualifications.

Scope of Work

The scope of I-270 pre-construction tasks will include the I-270 EA decision document (NEPA clearance) and associated conceptual design.

Other pre-construction tasks may include (and may not be limited to):

- Project Schedules
- Subsurface Utility Engineering (SUE) Investigation
- NEPA clearance for I-270 Express Lane Direct Connect ramps to I-70
- Preliminary/Final Roadway Design at Interchanges
- Final Design for portions or all of the corridor
- Value Engineering as required by FHWA
- Design-Build procurement documentation preparation (if selected)