

INTERGOVERNMENTAL AGREEMENT
REGARDING JOINT WATER COMMISSION

This Intergovernmental Agreement Regarding Joint Water Commission ("Agreement") by and between the City of Commerce City, a Colorado municipal corporation ("Commerce City") and the South Adams County Water & Sanitation District, a special district and a political subdivision of the State of Colorado ("South Adams") is made to be effective on this ____ day of _____, 2015.

WITNESSETH

WHEREAS, Section 29-1-201, *et seq.*, C.R.S. as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties and the people of the State of Colorado have encouraged such cooperation in contracting through the adoption of Colorado Constitution Article XIV 18(2); and

WHEREAS, South Adams provides the citizens of Commerce City with public water and sewer services, and has regulatory responsibility over matters pertaining to the provision of those services; and

WHEREAS, Commerce City provides other governmental services for its citizens and has regulatory responsibility over matters pertaining to land use planning and development within the City; and

WHEREAS, the parties have entered into a previous Intergovernmental Agreement dated April 28, 2004 ("IGA") and numerous other agreements concerning water and wastewater service within the City and in the surrounding area; and

WHEREAS, the parties formed a Joint Water Commission in 2007 and wish to hereby agree on certain matters related to the Joint Water Commission; and

WHEREAS, the parties desire to enter into this Agreement in the discharge of their respective governmental and regulatory responsibilities to facilitate the continued implementation of the IGA and to provide for the efficient development of necessary public water and wastewater services within Commerce City and in the surrounding area.

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the receipt whereof is hereby acknowledged, the parties agree as follows:

1. Joint Water Commission. Commerce City and South Adams hereby agree to recognize the formation of a Joint Water Commission comprised of two City Council members from Commerce City and two Board members from the Board of Directors of South Adams

(jointly, "members") and appropriate staff to meet regularly to discuss water and wastewater matters within Commerce City and in the surrounding area.

2. Purpose of Joint Water Commission. The purpose of the Joint Water Commission is as follows:

- a. Develop policies for implementation of the IGA and other agreements between South Adams and Commerce City;
- b. Negotiate and communicate regarding implementation of agreements between the Northern Infrastructure General Improvement District, the E-470 Residential Area General Improvement District or the E-470 Commercial Area General Improvement District and South Adams;
- c. Communicate regarding Commerce City's and South Adams' efforts to encourage water efficiency;
- d. Make recommendations to the City Council of Commerce City and the Board of Directors of South Adams;
- e. Coordinate and cooperate to address water and wastewater issues within Commerce City and in the surrounding area;
- f. Coordinate and monitor current water supplies/ERU's that are available for development in City/District growth areas;
- g. Identify and coordinate the acquisition of additional water resources and wastewater treatment capacity to serve Commerce City and in the surrounding area for short term, intermediate and long term water demands;
- h. Provide an opportunity for South Adams to update Commerce City regarding its capital projects and other water and wastewater issues of importance to the community;
- i. Address said water and wastewater issues in a manner consistent with Commerce City's land use planning and development guidelines and South Adams' responsibility for the provision of public water and wastewater service in Commerce City and in the surrounding area; ‘
- j. Share information about efforts regarding maintaining high quality water sources.
- k. Allow an opportunity for Commerce City to provide input on regional wastewater matters;
- l. Strengthen the relationship between South Adams and Commerce City; and

m. Address such other issues as are identified by Commission members.

3. Meetings. The Joint Water Commission shall meet on a quarterly basis (or more frequently if deemed necessary by the Joint Water Commission members), at times and locations mutually acceptable to the members of the Joint Water Commission. Meetings are intended to be work sessions without public participation and no public or private recordings of the meeting shall be allowed. The Joint Water Commission may also hold executive sessions based upon the same standards applied to political subdivisions of the State.

4. Terms of Joint Water Commission Members. Each member of the Joint Water Commission from the City Council of Commerce City and the Board of Directors of South Adams shall serve for initial terms of two (2) years, which terms can be renewed for subsequent terms of one (1) year by the members' respective governing bodies. The terms will be considered automatically renewed, unless a member is terminated or replaced by the member's respective governing bodies, or the member vacates his/her position on the City Council or the Board of Directors. Said members can be replaced at any time by their respective governing body.

5. Amendments. This Agreement contains the entire agreement between South Adams and Commerce City with respect to the subject matter of this agreement. Any amendments to this Agreement shall be in writing and shall take place only upon approval by the respective governing bodies of Commerce City and South Adams.

6. 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 either party, the remaining portions of this Agreement shall remain in full force and effect.

7. No Other Beneficiaries. Commerce City and South Adams, 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 or may bring any action, including a derivative action, to enforce this Agreement.

8. Governmental Immunity. Nothing in this Agreement waives or is intended to waive any general protections that may be applicable to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, or any other law. If any person allegedly aggrieved by any provision of this Agreement and who is not a party to this Agreement shall sue Commerce City or South Adams under this Agreement or because of claims asserted to arise as a result of policy changes associated with this Agreement, the other party shall be notified promptly. Defense costs shall be paid by the party so sued.

9. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado and venue shall lie in the County of Adams.

10. Term and Effective Date of Agreement. This Agreement shall become effective upon execution by Commerce City and South Adams and shall remain in effect until terminated in writing by Commerce City, South Adams, or both.

11. Consistent with Other Agreements. This Agreement is intended to supplement the existing agreements, and shall be interpreted to be consistent with and implement the other agreements between the Parties.

12. Party Representatives. Any notices hereunder shall be made to the following parties' representatives:

Commerce City:

City Joint Water Commission Members
7887 E. 60th Avenue
Commerce City, CO 80022

City Manager
7887 E. 60th Avenue
Commerce City, CO 80022

Jim Hayes
7887 E. 60th Avenue
Commerce City, CO 80022

City Attorney:

Robert R. Gehler, Esq.
7887 E. 60th Avenue
Commerce City, CO 80022

South Adams:

District Joint Water Commission Members
South Adams County Water & Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022

General Manager
South Adams County Water & Sanitation District
6595 E. 70th Avenue
Commerce City, CO 80022

South Adams Attorney:

Carolyn R. Steffl, Esq.
Moses, Wittemyer, Harrison and Woodruff, P.C.
P.O. Box 1440
Boulder, CO 80306-1440

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF COMMERCE CITY

By _____
Sean Ford, Mayor

ATTEST:

City Clerk

SOUTH ADAMS COUNTY WATER &
SANITATION DISTRICT

By _____
Glen Murray, President

ATTEST:

Secretary

APPROVED AS TO FORM

City Attorney