

**SOUTHWEST WELD COUNTY
TRANSPORTATION IMPROVEMENT PROGRAM FORUM AGREEMENT**

INTERGOVERNMENTAL AGREEMENT

AMONG

CITY OF BRIGHTON
CITY OF DACONO
TOWN OF ERIE
TOWN OF FREDERICK
TOWN OF FIRESTONE
TOWN OF LOCHBUIE
CITY OF LONGMONT
TOWN OF MEAD
WELD COUNTY

THIS SOUTHWEST WELD COUNTY TRANSPORTATION IMPROVEMENT PROGRAM FORUM AGREEMENT (the “Agreement”) is entered into effective as of the _____ day of _____, 2018, (the “Effective Date”), by and among the County of Weld, the Cities of Brighton, Dacono, and Longmont, and the Towns of Erie, Frederick, Firestone, Lochbuie and Mead, all such parties being referred to collectively herein as the “Agencies.”

WITNESSETH:

WHEREAS, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each;

WHEREAS, the Denver Regional Council of Governments (“DRCOG”) allocates certain federal funding for transportation improvements as part of their Transportation Improvement Program (“TIP”);

WHEREAS, DRCOG has modified the TIP funding distribution process, and beginning in 2018 they will provide a certain allocation of funding to local governments within particular County geographies (“subregional funding”) within the DRCOG region;

WHEREAS, DRCOG’s modified TIP process requires Agencies to propose a portfolio of projects to utilize the subregional funding to the DRCOG board of directors that are consistent with the policy direction provided by the DRCOG Board of Directors and applicable federal requirements;

WHEREAS, the coordinated efforts of the Agencies are necessary to implement the subregional funding allocation process for the DRCOG TIP and to ensure adequate transportation infrastructure to meet the needs of the Southwest Weld County area residents currently and in the future; and

WHEREAS, the Agencies wish to set forth their understanding regarding the manner in which the transportation planning efforts in southwest Weld County will be coordinated for the purpose of submitting project Funding request to DRCOG for consideration; and

WHEREAS, nothing in this Agreement shall limit the ability of any Agency to independently submit project applications for funding that meets eligibility requirements.

NOW, THEREFORE, THE AGENCIES HEREBY AGREE TO COOPERATE AS FOLLOWS:

- 1. Term.** The term of the Agreement shall be from the Effective Date, which shall be the date of approval of the final signature hereto, through the end of the 2020-2023 TIP project solicitation process (DRCOG Board Approval of TIP projects). Any Agency may withdraw from this Agreement by providing written notice of its intent to do so at least thirty days prior to the termination date as it affects that terminating Agency only. The termination by any one or more Agencies shall not terminate this Agreement unless and until there is no more than one Agency still bound by its terms.
- 2. Southwest Weld County TIP Forum.** Each Agency shall appoint its representative to the DRCOG Board of Directors, a public official, or other delegate appointed by the relevant Agency, to serve as a regular member of the Southwest Weld County Subregional TIP Forum (“The Forum”) as identified in **Exhibit A**, such that each Agency shall have one member on the Forum. Each Agency participating on The Forum may also appoint one alternate member to participate on The Forum in the absence of the appointed regular member. The Forum will vote to identify a final portfolio of projects and a funding request for submission to DRCOG as the subregional recommendation of projects for the TIP.
- 3. Notice of Meetings; Open Meetings.** Meetings of the Forum will be open to the public and advance notice thereof will be posted in accordance with Weld County policy for posting public meetings. Notice of meetings of The Forum will also be provided at least one week in advance by electronic mail to all registered Agency members and alternate members appointed to the Forum at the last e-mail address provided to the Weld County coordinating representative.
- 4. Weld County Facilitation.** Weld County shall be responsible for coordinating and facilitating The Forum process. Representatives appointed to The Forum will work with Weld County on establishing meetings, schedules, preparing meeting materials, and other items necessary to perform the functions of The Forum.
- 5. Agency Voting Rights.** Each Agency participating in The Forum is allocated one vote. Forum Board actions may include, but are not limited to, establishment of The Forum rules, approving project portfolios for submission to the DRCOG Board of Directors, establishing rules and procedures for The Forum project solicitation and selection process or other activities related to the TIP project selection, evaluation and submission process.

6. **Voting Procedures.** A quorum must be present to take a vote. A quorum is comprised of the simple majority of the representatives of The Forum. The Forum will require a simple majority vote of the quorum for approval. Non-voting members are allowed to participate in discussion and provide agency prospective to The Forum.
7. **Project Requests for Subregional Funding.** Each of the Agencies may submit applications for transportation projects or programs seeking regional or subregional funding to The Forum. Submissions may include any transportation related project or program that is eligible for the applicable funding source and consistent with DRCOG Board policy.
8. **Project Application Process.** Applications shall be submitted to Weld County. Applications shall be consistent with the process approved by The Forum. The Forum will vote to approve the final suite of projects for submission to the DRCOG Board of Directors.
9. **Planning Timeline.** The submittal, review and prioritization of transportation projects will coincide with the biennial DRCOG TIP planning process timeline and the CDOT/Transportation Commission
10. **General Provisions.**
 - a. **Integrated Agreement; Amendment.** This Agreement contains the entire agreement of the Agencies relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Agencies.
 - b. **Binding Effect; No Third-Party Beneficiaries.** This Agreement shall be binding upon and shall inure to the benefit of, the Agencies, personal representatives, successors and assigns. It is expressly understood and agreed that the enforcement of terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Agencies and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in this Agreement. It is the express intention of this Agreement that any entity other than the Agencies, including any entity that receives services or benefits as a result of this Agreement, shall be an incidental beneficiary.
 - c. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to the Agreement.

- d. **Severability.** In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

- e. **Counterparts; Electronic Disposition.** This 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. The Agencies acknowledge and agree the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

EXHIBIT A

**SOUTHWEST WELD COUNTY TRANSPORTATION IMPROVEMENT PROGRAM
FORUM**

Agency Member List

Voting TIP Forum Member: Trustee Gruber

Alternate TIP Forum Member: Trustee Deakin

TOWN OF ERIE

ATTEST:

BY:

Deputy Town Clerk

Tina Harris, Mayor

