

BOULDER COUNTY
TRANSPORTATION IMPROVEMENT PROGRAM FORUM AGREEMENT

INTERGOVERNMENTAL AGREEMENT

AMONG

THE CITY OF BOULDER
THE TOWN OF ERIE
THE CITY OF LAFAYETTE
THE CITY OF LONGMONT
THE CITY OF LOUISVILLE
THE TOWN OF LYONS
THE TOWN OF NEDERLAND
THE TOWN OF SUPERIOR
BOULDER COUNTY

THIS BOULDER 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 Cities of Boulder, Lafayette, Longmont, Louisville, and the Towns of Erie, Lyons, Nederland, Superior, and Boulder County, all such parties being referred to individually here in as “Agency” and 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 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 County geographies (“subregional funding”) within the DRCOG region and will provide a certain allocation of funding to the DRCOG region (“regional funding”);

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

WHEREAS, the coordinated efforts of the Agencies are necessary to implement the regional and subregional funding allocation process for the DRCOG TIP; and

WHEREAS, the Agencies wish to set forth their understanding regarding the manner in which the transportation planning efforts in Boulder County will be coordinated for the purpose

of submitting project funding requests to DRCOG for consideration in the regional funding round and subregional funding round.

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 affixed only upon the final signature hereto, through the end of the 2020-2023 TIP project solicitation process (DRCOG Board Approval of TIP projects).
2. Boulder County Subregional TIP Forum. The Boulder County Subregional TIP Forum (“The Forum”) shall be comprised of each Agency’s representative to the DRCOG Board of Directors, or other public official, or delegate as appointed by the Agency. The Agencies can appoint one alternate representative to The Forum. Agency representation shall be updated and confirmed in advance of each biennial DRCOG TIP cycle. Each Agency participating on The Forum may appoint one staff member to participate on a technical committee. The technical committee will provide assistance to the Agencies in the development of project applications, will facilitate the evaluate project applications, and will develop a prioritized list of projects to present to The Forum for the regional and subregional funding rounds. The Forum will vote to identify a final portfolio of projects and a funding request for submission to DRCOG for regional and subregional recommendation of projects for the TIP.
3. The Forum Facilitation. The Forum shall identify an entity that will be responsible for facilitating the Forum process. Duties could include establishing meetings, schedules, preparing meeting materials for consideration by The Forum, facilitating review of applications, and providing technical support to the Agencies. The Forum may appoint a staff technical working group comprised of Agency staff to assist with the above listed activities.
4. Agency Voting Rights. Each Agency participating in The Forum is allocated one vote. The Forum’s actions may include, but are not restricted to, the 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.
5. Voting Procedures. A quorum must be present to take a vote. A quorum is comprised of a minimum of five voting Agency representatives from The Forum. The Forum will require a simple majority vote of The Forum membership, or five votes, to approve questions submitted for vote.
6. Project Requests for 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 direction.
7. Project Application Process. Applications shall be submitted to the technical committee. Applications shall be consistent with the process approved by The Forum. The technical committee will review applications for accuracy and compliance with applicable Forum, DRCOG, State, and Federal rules and regulations pertaining to federal grants and the DRDOG TIP process. The technical committee will assemble the portfolio of projects for the regional

and subregional funding rounds and The Forum will vote to approve the final suites of projects for submission to the DRCOG Board of Directors for their respective funding rounds.

8. Planning Timeline. The submittal, review and prioritization of transportation projects will coincide with the biennial DRCOG TIP planning process timeline.

9. 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 and their respective 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 only.
- c. Government Immunity. No portion of this Agreement shall be deemed to constitute a waiver of any immunities, protections and monetary limitations provided the Agencies their officers and employees by the Colorado Governmental Immunity Act C.R.S. §§ 24-10-101 et. seq. as same may be amended from time to time, 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 this 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 that 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.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this Agreement have been performed, and the signatories to this Agreement affirm and warrant that they are authorized to execute this Agreement.

TOWN OF ERIE

Tina Harris, Mayor

Date

ATTEST:

Town Clerk