

INTERGOVERNMENTAL FUNDING AGREEMENT

DETAILS SUMMARY	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Office of Sustainability, Climate Action, and Resilience
Division/Program	N/A
Mailing Address	2025 14th Street Boulder, CO 80302
IGA Contact – <i>Name, email</i>	Matt Lappé, mlappe@bouldercounty.org
Invoice Contact – <i>Name, email</i>	Beth Bradford, ebradford@bouldercounty.org
Municipality Contact Information	
Legal Entity Name	Town of Erie
Mailing Address	P.O. Box 750 Erie, CO 80516 Attn: Tyler Kesler
Contact 1- <i>Name, title, email</i>	Tyler Kesler, tkesler@erieco.gov
Contact 2- <i>Name, title, email</i>	
IGA Term	
Start Date	November 1, 2021
Expiration Date	December 31, 2022
IGA Amount	
IGA Amount	\$10,000
COVID-19	NO
Project #	
Project	
<p>The primary objective is to reduce energy use and climate emissions in the built environment through community collaboration and consistency on strengthening, updating, and adopting energy codes both now and in future code cycles, aiming for net zero new construction by the mid-2030s. This project includes two parts: Collaboration on reviewing and adopting the 2021 International Energy Conservation Code (IECC) with strengthening amendments, and a plan for reaching 100% net zero new construction by the mid-2030s.</p>	
IGA Documents	
N/A	
IGA Notes	
<p><i>Additional information not included above</i></p> <p>Please don't mail anything, if possible. Best to use email for invoices and communications. Thanks!</p>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Sustainability, Climate Action, and Resilience ("County") and Town of Erie ("Contributor"). County and Contributor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA.
2. Project to be Completed: County will use the **IGA Amount** solely in connection with completing the **Project**.
3. Contribution to the Project: Contributor will pay the IGA Amount to the County in consideration of County's commitment to complete the Project.
4. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
5. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.
6. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This IGA may be amended only by a written agreement signed by both Parties.
7. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
8. Breach: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.
9. Severability: If any provision of this IGA becomes unenforceable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.
10. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA.
11. Colorado Open Records Act: Either Party may disclose any records related to this IGA that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

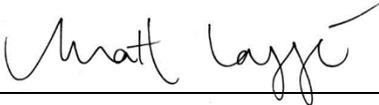
12. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

13. Insurance: Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

14. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of Contributor not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contributor
Signature: 	Signature:
Name: Matt Lappé	Name:
Title: Senior Climate Strategist	Title:
Date: November 20, 2021	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest Signature:	<i>Initial</i>
Attestor Name:	
Attestor Title:	