

**INTERGOVERNMENTAL AGREEMENT  
TOWN OF ERIE – TOWN OF ERIE URBAN RENEWAL AUTHORITY**

This Intergovernmental Agreement (“Agreement”) by and between the Town of Erie, a Colorado statutory town ("Erie"), and the Town of Erie Urban Renewal Authority, a Colorado urban renewal authority ("TOEURA") (each a "Party" and collectively, the "Parties"), is made to be effective on the \_\_\_\_ day of \_\_\_\_\_, 2019 (the "Effective Date").

WITNESSETH:

WHEREAS, concurrent with the execution and approval of this Agreement, Erie, TOEURA, and the City of Lafayette, a Colorado home rule municipal corporation ("Lafayette"), are entering into that certain Intergovernmental Agreement (the “Settlement Agreement”), attached hereto as **Exhibit A**, wherein Erie and Lafayette have made certain agreements and concessions to resolve certain disputes as more fully set forth therein;

WHEREAS, under the terms of the Settlement Agreement, Erie has been granted certain approval rights (“Tebo Approval Rights”) by Lafayette related to the real property located in unincorporated Boulder County known as the “Tebo Parcel”, identified as Boulder County Assessor’s Number 146534000008 and legally described as: NE 1/4 NW 1/4 LESS 6 AC & LESS HIWAY & LESS MIN RES & PT OF SE 1/4 NW 1/4 34-1N-69 LESS HWY TOTAL 35.2 ACS M/L SPLIT TO HWY PER DEED 1759797, Boulder County, Colorado;

WHEREAS, the Tebo Approval Rights include, but are not limited to, review and comment on any annexation and development application of the Tebo Parcel, site plan approval of any development on the Tebo Parcel, and approval of any incentive agreement between Lafayette and the owner of the Tebo Parcel;

WHEREAS, pursuant to C.R.S. 31-25-101, *et seq.*, as amended, Erie has approved the Highway 287 Urban Renewal Plan, designating certain areas as blighted, and setting forth strategies and tools to remedy and prevent such blighted conditions;

WHEREAS, C.R.S. § 29-1-201, *et seq.*, 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 and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2); and

WHEREAS, the functions described in this Agreement are lawfully authorized to each of the Parties that perform such functions hereunder, as provided in Article 20 of Title 29, C.R.S., as amended; C.R.S. § 31-12-101, *et seq.*, as amended; C.R.S. § 31-25-101, *et seq.*; and Parts 2 and 3 of Article 23 of Title 31, C.R.S., as amended.

NOW, THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows:

**I.      *CONDITIONS PRECEDENT PRIOR TO ERIE’S ACTIONS***

Erie hereby covenants, represents, and warrants to TOEURA that Erie will not grant any of its Tebo Approval Rights pursuant to the Settlement Agreement until TOEURA, in its sole discretion, based on its assessment that the purposes of the Urban Renewal Plan are being furthered, agrees that Erie may do so.

II. *GENERAL PROVISIONS.*

A. *CONTROLLING REGULATIONS.*

Nothing in this Agreement shall limit Erie's quasi-judicial authority over land use decisions, and nothing in this Agreement shall be construed as prejudgment of Erie regarding such decisions. Nothing in this Agreement shall limit Erie's lawful exercise of its police power.

B. *AMENDMENTS.*

This Agreement contains the entire agreement between Erie and TOEURA. Amendment of this Agreement shall take place upon approval by resolution or ordinance adopted by the governing body of each of the Parties, after notice and hearing as may be required by law.

C. *SEVERABILITY.*

If any portion of this Agreement is held by a court in a final, non-appealable decision, to be *per se* invalid or unenforceable, the entire Agreement shall be terminated, except for those matters that have been executed; it being the understanding and intent of the Parties that every portion of the Agreement is essential to and not severable from the remainder. Any finding of invalidity or unenforceability of any portion of this Agreement shall not void or otherwise affect matters that are executory.

D. *BENEFICIARIES.*

The Parties, in their corporate and representative governmental capacities, are the only entities intended to be the beneficiaries of the Agreement, and no other person or entity is so intended.

E. *ENFORCEMENT.*

Either of the Parties may enforce this Agreement by any legal or equitable means including specific performance, declaratory and injunctive relief, as allowed by law. No other person or entity shall have any right to enforce the provisions of this Agreement.

G. *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 Boulder.

H. *TERM AND EFFECTIVE DATE.*

This Agreement shall become effective upon signature of an authorized representative of the each of governing bodies of Erie and TOEURA. Unless earlier terminated by mutual agreement of the Parties, this Agreement shall remain in effect for the same term as the Settlement Agreement. If the Settlement Agreement is terminated for any reason, this Agreement shall automatically terminate without further action of the Parties.

I. *NO MULTI-YEAR FISCAL OBLIGATION.*

Nothing herein shall constitute a multiple fiscal year obligation of the Parties pursuant to Colorado Constitution Article X, Section 20. Notwithstanding any other provisions of this Agreement, each Party's obligations under this Agreement for monetary payments in future years are subject to annual appropriation by the respective governing bodies of the Parties. Any failure to appropriate adequate monies to finance such obligations under this Agreement shall not constitute a breach of this Agreement. Notice shall be given promptly to the other Party of any failure to appropriate such adequate monies.

J. *PARTY REPRESENTATIVE.*

Notices under this Agreement shall be sent to the Parties' representatives as follows:

TOWN OF ERIE

Town Administrator  
P.O. Box 750  
Erie, CO 80516

TOWN OF ERIE  
URBAN RENEWAL AUTHORITY

Executive Director  
P.O. Box 750  
Erie, CO 80516

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

THIS AGREEMENT is made and entered into to be effective on the Effective Date.

**TOWN OF ERIE, COLORADO**

By: \_\_\_\_\_  
Jennifer Carroll, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Koenig, Town Clerk

**TOWN OF ERIE URBAN  
RENEWAL AUTHORITY**

By: \_\_\_\_\_  
Jennifer Carroll, Chair

ATTEST:

\_\_\_\_\_  
Secretary

## **EXHIBIT A**

Settlement Agreement  
[To Be Attached]