

Intergovernmental Agreement

This Intergovernmental Agreement (the "Agreement") is made as of the ____ day of _____, 2025 (the "Effective Date"), by and between the City and County of Broomfield, a municipal corporation and county with an address of _____ ("Broomfield"), and the Town of Erie, a Colorado home rule municipal corporation with an address of P.O. Box 750, Erie, CO 80516 ("Erie") (each a "Party" and collectively the "Parties").

Whereas, the Parties are authorized by Article XIV, § (18)(2)(a) of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, to enter into contracts with one another for the performance of functions that they are authorized by law to perform on their own;

Whereas, the Parties are governmental entities, each with authority to build and maintain public roads and regulate traffic within their respective boundaries;

Whereas, the Parties desire to set forth their understanding relating to the Colorado State Highway 7 County Line to Sheridan project (the "Project"), which physically relates to proposed improvements to Colorado State Highway 7 in Broomfield and Erie;

Whereas, Broomfield was the applicant for federal Transportation Improvement Program ("TIP") funds through the Denver Regional Council of Governments ("DRCOG"), and the Colorado Department of Transportation ("CDOT") will be the lead for the Project and, Broomfield and CDOT have entered or will enter into an Intergovernmental Agreement regarding the Project;

Whereas, the Parties desire to enter into this Agreement to share costs for the preliminary and environmental engineering and design of Colorado State Highway 7.

Now, therefore, in consideration of the promises and the mutual covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term.** The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2028.
2. **Funding Obligations.** The Parties agree to provide non-federal funding in the amounts identified on the Funding Commitments chart attached hereto as **Exhibit A** and incorporated by this reference, solely for the Project. Erie shall provide the designated funding to Broomfield within 30 days of receipt of a request for the funded amount, email requests are sufficient for this purpose, and Broomfield shall use the funds solely for the Project.

3. Miscellaneous.

a. *Governing Law and Venue.* This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the City and County of Broomfield, Colorado.

b. *No Waiver.* Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligation of this Agreement.

c. *Integration.* This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

d. *Third Parties.* There are no intended third-party beneficiaries to this Agreement.

e. *Notice.* Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.

f. *Severability.* If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

g. *Modification.* This Agreement may only be modified upon written agreement of the Parties.

h. *Assignment.* Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

i. *Governmental Immunity.* The Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties or their officers, attorneys or employees.

j. *Subject to Annual Appropriation.* Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party 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.

k. *Force Majeure.* No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this

Agreement due to acts of God, floods, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

I. *Electronic Signatures.* The Parties intend that this Agreement be governed by the Uniform Electronic Transactions Act, C.R.S. § 24-71.3-101, *et seq.*

In Witness Whereof, the Parties have executed this Agreement as of the Effective Date.

**City and County of Broomfield,
a Colorado municipal corporation and county**

Guyleen Castriotta, Mayor

Attest:

Approved as to form:

City and County Clerk

City and County Attorney

Town of Erie, Colorado

Andrew J. Moore, Mayor

Attest:

Debbie Stamp, Town Clerk

Exhibit A

Local (non-federal) share of funding by year of commitment:

Participant	2025	2026	Total Commitment
Town of Erie		\$30,000	\$ 30,000
City & County of Broomfield	\$30,000		\$ 30,000
Total			\$60,000