

**Intergovernmental Agreement  
Between Boulder County and the Town of Erie  
Concerning Boulder County's Environmental  
Sustainability Matching Grant Program**

This Intergovernmental Agreement (the "Agreement") is entered into by the County of Boulder, a body corporate and politic of the State of Colorado, acting by and through its Board of County Commissioners ("Boulder County" or "County"), and the Town of Erie, a Colorado municipality (the "Recipient") (each, a "Party" or, collectively, the "Parties")

**RECITALS**

A. The Colorado Constitution Article XIV, Section 18(2)(a) and C.R.S. § 29-1-201, *et seq.*, provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units;

B. In 2013, Boulder County created and implemented the Sustainability Matching Grant Program (the "Program"), which provides an opportunity for governmental organizations within Boulder County to undertake environmental sustainability priorities within their communities and helps the county leverage community resources for a coordinated, regional approach to environmental sustainability;

C. In December 2018, Boulder County selected recipients of the sustainability grant awards under the Program, including this award to the Recipient in support of the development of a sustainability master plan for the entire community, including, but not limited to, energy, recycling, transportation, and education (the "Project"); and

D. The interests of the public are best served by the County and the Town entering into this Agreement.

**AGREEMENT**

In consideration of the covenants set forth herein and the mutual benefits to be derived by the Parties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **The Recipient's Obligations.** The Recipient shall complete the Project, expending no less than \$5,000.00 of its own funds on such Project (the "Matching Funds") and the Recipient shall report to the County as described under Section 3 below.

2. **Grant Award.** Boulder County hereby awards the Recipient \$15,000.00 (the "Award") in support of the Project. The Award shall be paid to the Recipient upon execution of the Agreement.

3. **Reporting.** In accordance with the scope of work as set forth in Exhibit B, attached, the Recipient shall report to the County on the progress of the Project and on the expenditure of Award funds and Matching Funds for the project, on the fourteenth day following each quarter (April 14, July 14, and October 14, 2019 and January 14, 2020) using the format of the reporting template attached hereto as Exhibit A.

4. **Term of Agreement.** The term of this Agreement shall begin as the date of its mutual execution as set forth on the signature page attached to this Agreement. Subject to the annual appropriations, this Agreement shall remain in effect until the completion of the Project, as indicated in Exhibit B, or March 31, 2020, whichever is sooner.

5. **Modification.** This Agreement may be altered, amended, or repealed only on the mutual agreement of the County and the Recipient by a duly executed written instrument.

6. **Assignment.** This Agreement shall not be assigned or subcontracted by either Party without the express prior written consent of the other Party.

7. **Successors and Assigns.** This Agreement shall be binding upon the successors and assigns of the Parties.

8. **Choice of Laws.** The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Agreement, shall be initiated and pursued by the Parties in the Boulder Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

9. **Waiver of Breach.** Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

10. **Integration.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the Parties relating to the services covered by this Agreement, whether written, oral, or partly written and partly oral.

11. **No Indemnification.** Neither Party indemnifies the other Party. The County and the Recipient each assume responsibility for the actions and omissions of its own agents and employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of their own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended,. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability or protections provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

12. **Severability.** If any provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

13. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the County and the Recipient, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties

that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

**14. Not Agent or Representative.** Neither Party is an agent or representative of the other Party and shall have no authority under this Agreement or otherwise to make representations or commitments, verbal or written, on behalf of the other Party without that Party's express prior consent.

**15. No Multiple-Fiscal Year Obligation.** All of the Parties's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of either Party's credit, or a payment guarantee by either Party to the other.

**16. Counterparts.** This Agreement may be executed by facsimile and in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument.

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

Executed by Boulder County on \_\_\_\_\_.  
(date)

**BOULDER COUNTY**

\_\_\_\_\_  
Michelle Krezek, Commissioners Deputy  
Boulder County

Executed by Recipient on \_\_\_\_\_.  
(date)

**RECIPIENT**

\_\_\_\_\_  
Jennifer Carroll, Mayor

ATTEST:

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

## Exhibit A – Quarterly Reporting

### Boulder County Sustainability Matching Grant Program Local Funding and Cash Match Reporting

Grantee:		Grant Year: 2018	
Project Title:		Project Duration: Start:                      End:	
Prepared by:		Which Calendar Quarter does this Report cover?	
Date:	Phone:	Q1 (Jan - Mar)	Q3 (Jul - Sep)
Type of Report (Circle one)	Quarterly Progress Report	Final Report	Q2 (Apr - Jun)      Q4 (Oct - Dec)

#### EXPENDITURES

	Fund Source	Approved Budget (Adjust According to Your Approved Budget)	A Expenditures beginning of quarter (C on previous report)	B Expenditures This Quarter	C Total Expenditures to Date (A + B)
Project A	Grant	\$ 14,000.00	\$ -	\$ -	\$ -
	Cash Match	\$ 4,675.00	\$ -	\$ -	\$ -
	Other Contribution	\$ -	\$ -	\$ -	\$ -
	Project Total	\$ 18,675.00	\$ -	\$ -	\$ -

**\*\*REQUIRED GRANTEE SIGNATURES:** I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

\_\_\_\_\_  
Financial Officer's Signature/Date

\_\_\_\_\_  
Project Director's Signature/Date

Quarterly reports are due 14 days following each calendar quarter.  
Reports should be submitted via email to [lyancey@bouldercounty.org](mailto:lyancey@bouldercounty.org).

## Exhibit A – Continued

### Boulder County Sustainability Matching Grant Program Programmatic Reporting

Grantee:		Grant Year: 2018	
Project Title:		Project Duration: Start: _____ End: _____	
Prepared by:		Which Calendar Quarter does this Report cover?	
Date:	Phone:	Q1 (Jan - Mar)	Q3 (Jul - Sep)
Type of Report (Circle one or Make Bold Font)	<b>Quarterly Progress Report</b>	Final Report	<b>Q2 (Apr - Jun)</b> Q4 (Oct - Dec)

#### Progress Reporting

Objective and  
expected  
outcomes for  
your  
sustainability  
matching grant

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Describe  
progress made  
this quarter

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Describe any  
challenges or  
delays for the  
project

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Please list the  
outcomes of this  
project to-date  
(quantitative or  
qualitative)

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Other?

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**\*\*REQUIRED GRANTEE SIGNATURES:** I certify that, to the best of my knowledge and belief, this report is correct and complete, and that all expenditures and unpaid obligations are for the purposes set forth in the grant award documents. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.


\_\_\_\_\_  
Project Director's Signature/Date

Quarterly reports are due 14 days following each calendar quarter.  
Reports should be submitted via email to [lyancey@bouldercounty.org](mailto:lyancey@bouldercounty.org).

## Exhibit B – Scope of Work

### 2019 Sustainability Matching Grant Application

#4

Community Name *	Town of Erie
Tax ID # *	98049430000
Project Coordinator Name & Title *	Raelynn Ferrera – Facility and Special Project Manager
Mailing Address *	 645 Holbrook St PO Box 750 Erie, CO 80516 United States
Project Coordinator Phone Number *	(303) 926-2880
Project Coordinator Email Address *	rferrera@erieco.gov
Proposed Start Date for Project *	<u>Tuesday, January 1, 2019</u>
Does this project meet an environmental priority within the applicant's municipality? *	<ul style="list-style-type: none"><li>• Yes</li></ul>
Will this project be completed within a 12 month time frame? *	<ul style="list-style-type: none"><li>• Yes</li></ul>
Will your team provide acknowledgement that your municipality is receiving funding from Boulder County to support this project? *	<ul style="list-style-type: none"><li>• Yes</li></ul>
What community will this project serve? *	The Sustainability Master plan will benefit Erie.
What are the goals of your community for this project? *	Sustainability Master Plan will be the guiding document and used for long range planning and implementation for the Town of Erie Sustainability goals. Serving as a tool identifying projects needed throughout the Town.
What environmental sustainability benefits will your project provide to the local community? *	The Town of Erie's Sustainability Advisory Board will progress toward achieving the goals outlined in the Master Plan. Affirming Erie is commitment to building a community in which sustainability is seen as a way of life and continue the engagement in sustainable practices and education.

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The Town of Erie's Sustainability Advisory Board has identified the project to complete and implement a Sustainability Master Plan as part of their goals and recommendation to the Town of Erie Board of Trustees. A goal that is supported by both the Board of Trustee and Town staff.

The Town of Erie's Sustainability Advisory Board has identified areas in which they will focus, including Energy, Recycling, Transportation and Outreach and Education with recommended strategies for 1-2 year goals, 3-4 years goals and 5 years goals.

All of which will identify with the Sustainability Advisory Board Vision and Mission.

## Exhibit B - Continued

Vision – The Town of Erie will be a model for sustainability, demonstrated through values and actions that exhibit commitment to stewardship of the environment. Erie will promote renewable resources, and improve the quality of life and well-being of the entire community.

Mission – Guide the Town of Erie leadership, residents and businesses on sustainable and renewable practices, which improve the quality of life, promote good stewardship of the environment and provide measurable cost savings and revenue generation

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<b>Amount requested from Boulder County (cannot exceed \$15,000) *</b>	15000
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<b>Applicant cash contribution (cash match of 25% is required – see Additional Information section below) *</b>	5000
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<b>Other community contribution (includes outside funding) *</b>	2000
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<b>Total project budget (add previous three fields) *</b>	22000
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<b>*</b>	<p>The Town of Erie's Sustainability Advisory Board is seated with a volunteer group of individuals that are professional, driven and motivated Erie residents. This grant will allow them to accomplish one of the most prevalent tasks in their goals that will have the greatest global impact.</p> <p>The completion of the Master Plan will be a key factor to the development of tools and strategies for conveying a sustainability message and education to the public.</p>
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**Attach additional budget or scope of work details here, if needed.**

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