

COOPERATION AGREEMENT

This Agreement (the "Cooperation Agreement") is made as of _____, 2020, by and between the TOWN OF ERIE, COLORADO (the "Town") and the TOWN OF ERIE URBAN RENEWAL AUTHORITY (the "Authority"). The Town and the Authority are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The Town is a statutory municipal corporation duly organized and existing pursuant to the applicable laws of the State of Colorado and the ordinances of the Town.

B. The Authority is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Act").

C. C.R.S. § 31-25-112 of the Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Cooperation Agreement respecting operating funds, support services, and general oversight of the Authority to be provided by the Town to the Authority and related matters.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Advance of Operating Funds by the Town. The Town may annually advance to the Authority an amount of operating funds ("Operating Funds") to be determined by appropriation by the Board of Trustees of the Town. Operating Funds shall be used by the Authority for operating, administrative, consulting and other costs incurred by the Authority in accordance with the Act, including without limitation the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the Authority to be used in accordance with the Act, and this Cooperation Agreement.

2. Support Services. The Town agrees to provide administrative and other support services ("Support Services") to the Authority in connection with its operations. The Town Administrator shall serve as Executive Director of the Authority as provided in the Act, and shall have discretion to employ those Town staff members as may be required to carry out the duties and operations of the Authority. Support Services may include without limitation planning, financing and accounting, engineering, and administrative and outside consulting services.

3. Authority Budget. The Authority shall adopt a budget (the "Authority Budget") for each fiscal year (which shall be the calendar year) and, by September 1 of each year, shall provide a copy of the budget to the Town for review. The Authority Budget shall contain a statement of sources and uses of all funds that are available or that the Authority reasonably expects to become available to Authority to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the Authority shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its

Operating Funds and payment for Support Services as such revenue becomes available to the Authority. Such revenue shall include without limitation tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan previously approved or approved in the future by the Board of Trustees of the Town.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the "Costs and Expenses") related to the Operating Funds and Support Services provided by the Town. The Costs and Expenses shall constitute an indebtedness of the Authority to be repaid to the Town from sources of revenue available under the Act as such revenue becomes available to the Authority. Such revenue shall include without limitation tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the Board of Trustees of the Town.

5. Loan Agreement/Advance of Property Tax Revenues. In addition to the obligations of the Authority for Operating Funds and Support Services, the Town hereby agrees to loan the amount of _____ based on a reasonable projection of Property Tax Revenues from the Historic Old Town Urban Renewal Plan Area. Such amounts shall be paid directly to the Authority by the Town, and shall be disbursed by the Authority consistent with the Act as it deems prudent and necessary for such purposes. Any amounts so advanced by the Town are and shall continue to be an Obligation of the Authority within the meaning of this Cooperation Agreement, and within the meaning of C.R.S. § 31-25-109. Such amounts advanced shall be payable to the Town from future Property Tax Revenues, subject to an annual appropriation by the Board of Commissioners of the Authority. Due to the benefits gained by the Town from the projects in any urban renewal area designated in an adopted urban renewal plan, no interest will be due on the amounts advanced to the Authority by the Town.

6. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the Board of Trustees. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of such urban renewal plans and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

7. No Third-Party Beneficiaries. Neither the Town nor the Authority shall be obligated or liable under the terms of this Cooperation Agreement to any person or entity not a party hereto.

8. Severability. In case any one or more of the provisions contained in this Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

9. Binding Effect. This Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

10. Town and Authority Separate. Nothing in this Cooperation Agreement shall be interpreted in any manner as constituting the Town or its officials, representatives, consultants, or employees as the agents of the Authority, or the Authority or its officials, representatives, consultants, or employees as the agents of the Town. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The Authority shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

11. Assignment. This Cooperation Agreement shall not be assigned.

12. Governing Law. This Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado, with venue in Boulder County for any litigation related to this Agreement.

13. Headings. Section headings in this Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Cooperation Agreement for any other purpose.

14. Additional or Supplemental Agreements; Organizational Matters. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Cooperation Agreement.

15. Entire Agreement; Amendment. This Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

IN WITNESS WHEREOF, the Parties have caused this Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

TOWN OF ERIE, COLORADO

Jennifer Carroll, Mayor

ATTEST:

Joanne Salser, Deputy Town Clerk

**TOWN OF ERIE URBAN RENEWAL
AUTHORITY**

By _____
Jennifer Carroll, Chairperson

ATTEST:
