

TOWN OF SUPERIOR  
RESOLUTION NO. R-38  
SERIES 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LOUISVILLE REGARDING THE CONCEPTUAL DESIGN OF CAMPUS DRIVE AND REGIONAL TRAFFIC IMPROVEMENTS

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SUPERIOR, COLORADO, as follows:

Section 1. The Intergovernmental Agreement between the Town of Superior and the City of Louisville regarding the Conceptual Design of Campus Drive and Regional Traffic Improvements is hereby approved in substantially the same form as attached hereto, subject to final approval by the Town Attorney.

ADOPTED this 10<sup>th</sup> day of July, 2017.



Clint Folsom, Mayor

ATTEST

  
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Phyllis L. Hardin, Town Clerk-Treasurer

**INTERGOVERNMENTAL AGREEMENT**

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into this 5<sup>th</sup> day of JULY, 2017 (the "Effective Date"), by and between the TOWN OF SUPERIOR, a Colorado municipality with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "Town"), and the CITY OF LOUISVILLE, a Colorado home rule municipality with an address of 749 Main Street, Louisville, CO 80027 (the "City") (each a "Party" and together, the "Parties").

WHEREAS, U.S. Highway 36 intersects the Town and the City;

WHEREAS, 88<sup>th</sup> Street connecting the Town and the City is at or near capacity;

WHEREAS, the construction of the Superior Town Center (the "Town Center") will create a need for travel between the Town and the City across U.S. Highway 36;

WHEREAS, providing an alternate connection to and from the Superior Town Center will reduce traffic congestion, provide convenience to the traveling public and improve access to other destinations and employment centers such as Avista Hospital and the Monarch K-8 and High School campus;

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments;

WHEREAS, in the spirit of cooperation, the Parties wish to contribute initially to preliminary cost estimates (the "Estimates"), for the following: the Town's and the City's eastern north-south transportation corridor in the form of a bridge across U.S. Highway 36 from the Superior Town Center connecting to Campus Drive in the City and related connections and intersection improvements to connect to 96<sup>th</sup> Street or Tape Drive (the "Campus Drive Connection"); and improvements to 88<sup>th</sup> Street Bridge and necessary improvements from Rock Creek Parkway to Dillon Road (the "88<sup>th</sup> Street Corridor Improvements") (collectively, the "Campus Drive Connection and 88<sup>th</sup> Street Corridor Improvements");

WHEREAS, the Parties wish to set forth their understanding of the terms and conditions to pay for the Estimates, as set forth herein; and

WHEREAS, following completion of the Estimates, the Parties will determine which improvements to submit for the Denver Regional Council of Governments (DRCOG) Transportation Improvement Program (TIP).

NOW THEREFORE, in consideration of the terms and conditions of this IGA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Termination. This IGA shall commence upon the Effective Date and shall terminate on December 31, 2017.

2. Town to Coordinate. The Parties hereby agree that the Town, with cooperation from the City, shall coordinate and manage the Estimates in accordance with the attached consultant Scope of Work (Attachment A). While the Town will be the lead agency, both Parties will mutually participate with the Design consultant in the performance of the Estimates Phase of the Project. Both Parties will be present during all meetings and negotiations with the consultant to provide input as to the scope of the Estimate Phase and the consultant's course of the work thereon unless the Parties agree in writing that one of the Party's presence is not required.

3. Monetary Contributions.

a. The Parties shall each pay 50% of the total costs of the Estimates, and the Parties agree that the total cost of the Estimates shall not exceed \$60,000. The City shall pay its proportionate share within 15 days of a written request by the Town.

b. In addition to, and not in place of its proportionate share, on the Effective Date, the Town will pay to the City \$162,500 for the purpose of reimbursing the City for previously-incurred construction costs for the Davidson-Mesa underpass.

5. Grant Application. The Parties acknowledge and agree that additional funding will be necessary to complete design and construction of improvements to be determined by the parties at a future date. Upon completion of the Estimates, the Town, with cooperation of the City, will determine which improvements to submit a grant application to the Denver Regional Council of Governments ("DRCOG"), to assist in funding the design and construction of the selected improvements.

6. Miscellaneous

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

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

c. Integration. This IGA 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 IGA.

e. Notice. Any notice under this IGA shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the party at the address set forth on the first page of this IGA.

f. Severability. If any provision of this IGA 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 IGA may only be modified upon written agreement of the Parties.

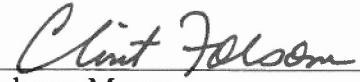
h. Assignment. Neither this IGA nor any of the rights or obligations of the Parties hereto shall be assigned by either Party.


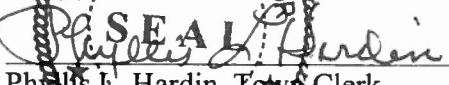
i. Governmental Immunity. The Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this IGA, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101,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

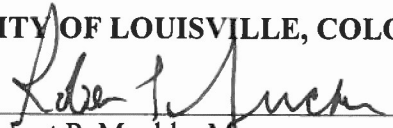
IN WITNESS WHEREOF, the Parties have executed this IGA as of the Effective Date.

TOWN OF SUPERIOR, COLORADO

  
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Clint Folsom, Mayor

ATTEST:  
  
  
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Phyllis E. Hardin, Town Clerk

CITY OF LOUISVILLE, COLORADO

  
\_\_\_\_\_  
Robert P. Muckle, Mayor

ATTEST:  
  
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Carol Hanson, Deputy City Clerk

