

INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF IMPROVEMENTS
TO “O” STREET/35TH AVENUE INTERSECTION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the City of Greeley, Colorado, a home rule municipality of the State of Colorado, whose address is 1000 10th Street, Greeley, Colorado 80631, hereinafter referred to as “GREELEY,” and the County of Weld, State of Colorado, by and through the Board of County Commissioners of the County of Weld, Colorado, whose address is P.O. Box 758, 1150 “O” Street, Greeley, Colorado 80632, hereinafter referred to as “WELD COUNTY.”

WITNESSETH:

WHEREAS, at present, WELD COUNTY and GREELEY share operational maintenance and jurisdiction of the intersection of WCR 35 (also known as 35th Avenue) and WCR 64 (also known as “O” Street), hereinafter together referred to as the “O STREET/35TH AVENUE INTERSECTION,” which GREELEY intends to annex, and

WHEREAS, WELD COUNTY AND GREELEY wish to make certain improvements to the O STREET/35TH AVENUE INTERSECTION, with said improvements being hereinafter referred to as the “PROJECT,” and

WHEREAS, WELD COUNTY has agreed to be the lead agency on design, acquiring right-of-way, utility relocations, and constructing the PROJECT, and

WHEREAS, GREELEY has budgeted \$1,600,000 to offset its portion of the costs of the construction of the PROJECT, and

WHEREAS, both parties to this Agreement are authorized to enter into said Agreement by C.R.S. §29-1-203 and the Colorado Constitution Article XIV, Sec. 18(2), for the purpose of achieving greater efficiencies for the provision of services to the public.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS: The Recitals are incorporated into the Agreement as if fully set forth herein.
2. PROJECT: Subject to the terms contained in this Agreement, WELD COUNTY agrees to undertake and complete the PROJECT in 2021 but, if not completed by the end of 2023, to reimburse GREELEY for any amount contributed to the PROJECT.
3. TERM: Unless WELD COUNTY provides GREELEY with sixty (60) days notice, in writing, of its cancellation of the PROJECT, the term of this Agreement shall be from the date first written above to and until such time as GREELEY makes the final payment described in Paragraph 4 below.
4. CONTRIBUTION BY GREELEY: GREELEY agrees, upon receipt of an invoice, after

the PROJECT has been bid and awarded to a contractor, to pay to WELD COUNTY the sum of \$800,000 in 2021, and \$800,000 in 2022, for a total of \$1,600,000, to assist with construction, inspection, and oversight of the PROJECT.

5. DESIGN AND CONSTRUCTION: WELD COUNTY shall allow GREELEY to review WELD COUNTY's design prior to the PROJECT being approved for bid and awarded to a contractor. Should GREELEY request any changes after the PROJECT has been bid and awarded to a contractor, GREELEY shall pay for design and construction-related costs associated with such changes. WELD COUNTY shall provide GREELEY with pdf and electronic CAD as-built construction drawings upon completion of the PROJECT.
6. ANNEXATION OF PROJECT: Upon receipt of the completed petition for annexation from WELD COUNTY, GREELEY agrees to process the annexation of those portions of the PROJECT not currently within its jurisdiction that are eligible and able to be annexed.
7. ENTIRE AGREEMENT: This writing, together with the exhibits attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
8. NO THIRD-PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that 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 undersigned parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not included in the Agreement. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this Agreement shall be an incidental beneficiary only.
9. SEVERABILITY: If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision to the extent that this Agreement is then capable of execution within the original intent of the parties hereto.
10. MODIFICATION AND BREACH: No modification, amendment, notation, renewal, or other alteration of or to this Agreement shall be deemed valid or of any force or effect whatsoever, unless mutually agreed upon in writing by the undersigned parties. No breach of any term, provision, or clause of this Agreement shall be deemed waived or excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
11. NOTICES: All notices required herein shall be mailed via First Class Mail to the parties' representatives at the addresses set forth below:

GREELEY:
Joel Hemesath

WELD COUNTY:
Elizabeth Relford

Public Works Director
1001 9th Avenue
Greeley, CO 80631

Deputy PW Director
1150 "O" Street
Greeley, CO 80632

12. NO WAIVER OF GOVERNMENTAL IMMUNITY: No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as applicable now or hereafter amended.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the date written above.

APPROVED AS TO SUBSTANCE:

City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

Director of Finance

APPROVED AS TO LEGAL FORM:

City Attorney

ATTEST:
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
(Deputy) Clerk to the Board

By: _____
Steve Moreno, Chair