

INTERGOVERNMENTAL AGREEMENT
FOR CONSTRUCTION OF IMPROVEMENTS
TO "O" STREET & 59th AVENUE INTERSECTION

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 3rd day of August, 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 31 (also known as 59th Avenue) and WCR 64 (also known as "O" Street), hereinafter together referred to as the "O STREET & 59TH AVENUE INTERSECTION," which GREELEY intends to annex, and

WHEREAS, WELD COUNTY AND GREELEY wish to make certain improvements to the "O" STREET & 59TH AVENUE INTERSECTION, with said improvements being hereinafter referred to as the "PROJECT," and

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

WHEREAS, GREELEY has budgeted \$5,212,000 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, GREELEY plans to undertake and complete the PROJECT no later than December 31, 2022; however, if the PROJECT is not completed by December 31, 2023, GREELEY shall reimburse WELD COUNTY for any amount contributed to the PROJECT to that date.
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 WELD COUNTY: WELD COUNTY agrees, upon receipt of an invoice, after the PROJECT has been bid and awarded to a contractor, to pay to GREELEY the sum of \$1,669,565 in 2022 to assist with construction, inspection, and oversight of the PROJECT.
5. DESIGN AND CONSTRUCTION: GREELEY shall allow WELD COUNTY to review GREELEY's design prior to the PROJECT being approved for bid and awarded to a contractor. Should WELD COUNTY request any changes after the PROJECT has been bid and awarded to a contractor, WELD COUNTY shall pay for design and construction-related costs associated with such changes. GREELEY shall provide WELD COUNTY 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
Deputy PW Director
1001 9th Avenue
Greeley, CO 80631

WELD COUNTY:
Elizabeth Relford
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.

CITY OF GREELEY:

APPROVED AS TO SUBSTANCE:

DocuSigned by:
Roy H. Otto
City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
John Karner
Director of Finance

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Douglas Mark
City Attorney

ATTEST:
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: _____
(Deputy) Clerk to the Board

By: See attached county Signature
Steve Moreno, Chair

RESOLUTION

RE: APPROVE INTERGOVERNMENTAL AGREEMENT FOR CONSTRUCTION OF IMPROVEMENTS TO "O" STREET AND 59TH AVENUE INTERSECTION AND AUTHORIZE CHAIR TO SIGN - CITY OF GREELEY

WHEREAS, the Board of County Commissioners of Weld County, Colorado, pursuant to Colorado statute and the Weld County Home Rule Charter, is vested with the authority of administering the affairs of Weld County, Colorado, and

WHEREAS, the Board has been presented with an Intergovernmental Agreement for the Construction of Improvements to the "O" Street and 59th Avenue Intersection between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Department of Public Works, and the City of Greeley, commencing August 25, 2021, and ending December 31, 2023, with further terms and conditions being as stated in said intergovernmental agreement, and

WHEREAS, after review, the Board deems it advisable to approve said intergovernmental agreement, a copy of which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Weld County, Colorado, that the Intergovernmental Agreement for the Construction of Improvements to the "O" Street and 59th Avenue Intersection between the County of Weld, State of Colorado, by and through the Board of County Commissioners of Weld County, on behalf of the Department of Public Works, and the City of Greeley, be, and hereby is, approved.

BE IT FURTHER RESOLVED by the Board that the Chair be, and hereby is, authorized to sign said intergovernmental agreement.

The above and foregoing Resolution was, on motion duly made and seconded, adopted by the following vote on the 25th day of August, A.D., 2021.

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

ATTEST: *Cather G. Meick*
Weld County Clerk to the Board

EXCUSED
Steve Moreno, Chair

BY: *Mark N. King*
Deputy Clerk to the Board

[Signature]
Scott K. James, Pro-Tem

[Signature]
Perry L. Buck

APPROVED AS TO FORM
[Signature]
County Attorney

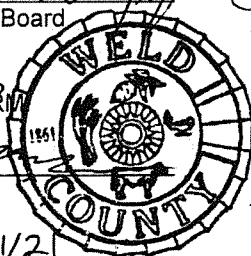
EXCUSED
Mike Freeman

[Signature]
Lori Saine

Date of signature: 08/31/21

cc: PW(ER/CH)
09/09/21

2021-2553
EG0079



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Greeley, CO 80631

WELD COUNTY:
Elizabeth Relford
Deputy PW Director
1150 "O" Street
Greeley, CO 80632

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

CITY OF GREELEY:

APPROVED AS TO SUBSTANCE:

DocuSigned by:
Roy H. Otto
City Manager

APPROVED AS TO AVAILABILITY OF FUNDS:

DocuSigned by:
Walter Warner
Director of Finance

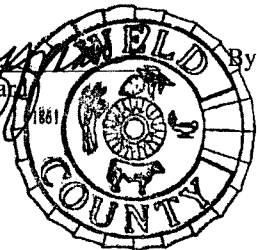
APPROVED AS TO LEGAL FORM:

DocuSigned by:
Douglas Mark
City Attorney

ATTEST: Sather G. Meoick
WELD COUNTY Clerk to the Board

BOARD OF COUNTY COMMISSIONERS
WELD COUNTY, COLORADO

By: Cheryl H. [Signature] (Deputy) Clerk to the Board By: [Signature] Scott K. James, Pro-Tem



AUG 25 2021

2021-2553