

**INTERGOVERNMENTAL AGREEMENT CONCERNING
REGIONAL BROADBAND NEEDS ASSESSMENT AND FEASIBILITY STUDY**

This Intergovernmental Agreement Concerning Regional Broadband Needs Assessment and Feasibility Study (“Agreement”), is made and entered into, effective as of the date the last party executes it, between and among the TOWN OF JOHNSTOWN, a home rule municipality and political subdivision of the State of Colorado (“Johnstown”), the TOWN OF BERTHOUD, a statutory town and political subdivision of the State of Colorado (“Berthoud”), the TOWN OF MILLIKEN, a statutory town and political subdivision of the State of Colorado, and the TOWN OF MEAD, a statutory town and political subdivision of the State of Colorado (collectively, the “Municipalities”).

RECITALS:

WHEREAS, in 2005, the Colorado General Assembly enacted Title 29, Article 27 of the Colorado Revised Statutes, commonly known as Senate Bill 152, limiting a local government’s authority to provide, or participate in the provision of, advanced services, telecommunication services or cable television services, as defined therein, either directly or indirectly, with public or private sector partners, without first securing voter approval; and

WHEREAS, the registered electors of the Municipalities have a right to vote to opt-out of the limitations contained in Senate Bill 152, allowing the Municipalities to explore opportunities to provide access to high-speed broadband networks and fast, affordable and reliable internet services to their residents and businesses; and

WHEREAS, the Municipalities desire to obtain a Regional Broadband Needs Assessment and Feasibility Study (“Regional Study”) and to share the cost of such Regional Study; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2), and Section 29-1-203, C.R.S., authorize the Municipalities to cooperate and contract with one another to provide any function, service or facility lawfully authorized to each of the parties, which may include the sharing of costs or debt; and

WHEREAS, the Municipalities have determined that the execution of this Agreement achieves greater efficiencies for the provision of services to the public and is in the best interests of each party hereto.

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, it is hereby agreed between and among the Municipalities as follows:

1. Regional Study. To assess the need, feasibility and viability of providing, and the means by which to provide, a high-speed broadband network and fast, affordable and reliable internet service to their residents and businesses, the Municipalities agree to engage a qualified firm, or, if working as a team, qualified firms, to complete the Regional Study. The scope of the Regional Study shall be set forth in a mutually agreeable request for proposals (“RFP”). Subsequent to the issuance and posting of the RFP, the scope of the Regional Study shall not be modified absent agreement of all the Municipalities.

2. Cost of Regional Study. The Municipalities shall proportionally share the cost of the Regional Study based on the estimated population of each. Pursuant to that methodology, Johnstown shall pay forty-one percent (41%) of the cost; Berthoud shall pay twenty-four percent (24%) of the cost; Milliken shall pay twenty-two percent (22%) of the cost; and Mead shall pay thirteen percent (13%) of the cost. For ease and efficiency, Johnstown shall, upon receipt of permissible billing statements from the firm, or firms, engaged to perform the Regional Study, pay such bills. Johnstown shall thereafter submit invoices to Berthoud, Milliken and Mead for each municipalities’ proportionate share of the cost. Berthoud, Milliken and Mead agree to pay the invoices to Johnstown within thirty (30) days of receipt.

3. Notices. Notices hereunder shall be provided by U.S. Mail or by electronic mail as follows:

Town of Johnstown
Attn: Town Manager
450 S. Parish Avenue
Johnstown, CO 80534
Email: mlecerf@townofjohnstown.com

Town of Berthoud
Attn: Town Administrator
807 Mountain Avenue
Berthoud, CO 80513
Email: ckirk@berthoud.org

Town of Milliken
Attn: Town Administrator
1101 Broad Street
Milliken, CO 80543
Email: CPowell@millikenco.gov

Town of Mead
Attn: Town Manager
441 Third Street

Mead, CO 80524

Email: hmigchelbrink@townofmead.org

4. Amendment. All amendments to this Agreement must be made in writing and approved by the Municipalities.

5. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with Colorado law. Venue for any claim, proceeding or action arising out of this Agreement shall be in Weld County, Colorado.

6. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Municipalities and supersedes all prior agreements or understandings.

7. Assignment. This Agreement may not be assigned or transferred in whole or in part without the prior written consent of the other Municipalities.

8. Authorization. The signatories to this Agreement affirm and warrant that they are fully authorized to enter into and execute this Agreement, and all necessary action, notices, meetings, and hearings pursuant to any law required to authorize their execution of this Agreement have been made.

9. Headings. The headings used herein are for convenience purposes only and shall not limit the meaning of the language contained herein.

10. Counterparts. This Agreement may be executed in multiple counterpart originals and in such case this Agreement shall have the same force and effect as if all signatures appeared on the same original. An executed copy shall be considered an executed original.

IN WITNESS WHEREOF, the above parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

TOWN OF JOHNSTOWN, COLORADO

Diana Seele, Town Clerk
Dated: _____

By: _____
Gary Lebsack, Mayor
Dated: _____

ATTEST:

TOWN OF BERTHOUD, COLORADO

_____, Town Clerk
Dated: _____

By: _____
_____, Mayor
Dated: _____

ATTEST:

TOWN OF MILLIKEN, COLORADO

Carrie Rinebarger, Town Clerk
Dated: _____

By: _____
Elizabeth Austin, Mayor
Dated: _____

ATTEST:

TOWN OF MEAD, COLORADO

Mary E. Strutt, MMC, Town Clerk
Dated: _____

By: _____
Colleen G. Whitlow, Mayor
Dated: _____