

SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION
PLANNING INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF BRIGHTON, THE
CITY OF DAcono, THE TOWN OF ERIE, THE TOWN OF FREDERICK, THE TOWN OF
FIRESTONE, THE TOWN OF LOCHBUIE, THE CITY OF LONGMONT, THE TOWN OF MEAD,
THE CITY OF THORNTON, AND WELD COUNTY

THIS SOUTHWEST WELD COUNTY SUBREGION FORUM COLLABORATIVE TRANSPORTATION PLANNING AGREEMENT (“Agreement”) is entered into effective as of the ___ day of _____, 202___, by and among the City of Brighton, the City of Dacono, the Town of Erie, the Town of Frederick, the Town of Firestone, the Town of Lochbuie, the City of Longmont, the Town of Mead, the City of Thornton, and Weld County, all of said parties being referred to collectively herein as the “Agencies.”

WITNESSETH

WHEREAS, the Agencies are authorized by the provisions of Colo. Const. art. XIV, § 18(2)(a) and §§ 29-1-201, *et. seq.*, C.R.S., to enter into contracts with each other for the performance of functions that they are authorized by law to perform on their own; and

WHEREAS, the Agencies wish to set forth their understanding of how the transportation planning efforts in Southwest Weld County will be coordinated for purposes of submitting project funding requests to the Colorado Department of Transportation (“CDOT”) and the Denver Regional Council of Governments (“DRCOG”) for consideration in their respective Capital Improvement Plans; and

WHEREAS, in 2018 DRCOG modified the Transportation Improvement Program (“TIP”) submittal process from a centralized Regional Model where all TIP funding applications were submitted directly to DRCOG, to a new Dual Model that comprises both a Regional Funding process and a Subregional Funding process; and

WHEREAS, the Subregional Funding process component of the Dual Model is comprised of subregions that are defined as the geographical boundaries of counties and include the incorporated Towns, Cities and unincorporated county areas located within a county and Weld County’s subregion shall be referenced as the “Southwest Weld County Subregion”; and

WHEREAS, the participating agencies within each subregion will collaborate and submit projects as a subregion to compete directly with other subregions for CDOT and DRCOG Regional Funding, as well as develop a list of recommended projects to use the Subregional Funding; and

WHEREAS, the Agencies agree to coordinate, collaborate, and advocate for other grant funding opportunities to support multimodal transportation projects that will benefit the Forum, as such term is defined below; and

WHEREAS, the Agencies wish to enter into this Agreement to coordinate current and future transportation planning within Southwest Weld County.

NOW, THEREFORE, THE AGENCIES AGREE TO COOPERATE AS FOLLOWS:

- 1. The Southwest Weld County Subregion Forum Project Priority Programming Process (“4P County Hearing Process”) for Multimodal Projects.** The Appointees of the Agencies, as defined below, will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for interstate/state highway system, rail, transit, bicycle, pedestrian, and Transportation Demand Management (TDM) projects. These priority

corridors and list will be presented by the Forum (as such term is defined below) to CDOT and DRCOG for funding consideration during the 4P County Hearing Process and during cyclical updates to CDOT's 10-year Plan, State Transportation Improvement Plan (STIP), RTD's Strategic Plan, and DRCOG's Transportation Improvement Plan (TIP), as applicable.

2. Establishment of the Southwest Weld County Subregion Forum to specifically participate in the DRCOG Dual Model Process.

- A. Establishment of the Forum. There is hereby established by the Agencies the Southwest Weld County Subregional Forum ("Forum"), which is authorized to operate in accordance with this Agreement and take the actions authorized in subsection (E) of this Section 2.
- B. Representation on the Forum. The Agencies shall each appoint a Forum representative, that representative being a public official or other delegate, to serve as a regular member of the Forum ("Appointee"). The Agencies each may designate one (1) alternate to participate in the Forum in the absence of the Appointee ("Alternate").
- C. Establishing a Chair and Vice-Chair. The Appointees and/or Alternates (as determined by individual Agencies) identified to participate in the Forum will meet and vote to elect a Chair and Vice-Chair for the Forum. The Chair, or their designee, will be responsible for: establishing Forum agendas; chairing meetings; coordinating with staff support, as provided in Section 3, to establish meeting locations and prepare agenda packets; and coordinating the presentation of the Forum's recommended portfolio of projects to the DRCOG Board of Directors.
- D. Voting Procedures. A quorum of the Forum must be present to take a vote. The quorum shall be comprised of the simple majority of the Appointees (or Alternates in the absence of an Appointee) (which number shall be six (6) assuming all Agencies execute this Agreement). All Forum actions shall be made by motion duly seconded and approved by a majority of the quorum present. Each Agency shall have one vote. Jurisdiction(s) that do not sign this Agreement shall be considered a "Non-Voting Member(s)" without any authority to vote on Forum matters as set forth in subsection (F) of this Section 2.
- E. Forum Actions. The Forum's actions may include, but are not limited to: establishment of the Forum rules; approving project submittals for Regional Funding; developing a recommended portfolio of projects for Subregional funding; adhering to established rules and procedures set forth by the DRCOG Board; developing and approving any additional rules, procedures, policies, or other activities related to the TIP project selection and evaluation process.
- F. Non-Voting Members. In addition to the Agencies, all DRCOG members and governmental entities with corporate limits wholly or partially within the Southwest Weld County Subregional boundary shall be invited to participate in discussion and provide perspective to the Forum, as well as submit projects for Subregional funding, as Non-Voting Members. This includes all non-signatory jurisdictions to this Agreement, CDOT, transportation management organizations, as well as other entities and agencies that are eligible for the direct receipt of federal TIP funding.
- G. Project Requests for DRCOG Funding. The Agencies agree to submit all DRCOG funding applications for the Southwest Weld County Subregion transportation projects or programs seeking Regional or Subregional funding through the Forum. Submissions may include any transportation related project or program eligible per the DRCOG Board's TIP Policy. The Forum will cooperate and work diligently and in good faith to create a recommended list of projects for submission to DRCOG for each TIP cycle. The Forum shall ensure that all regional

and subregional projects submitted to DRCOG comply with all grant requirements, such as, but not limited to, DRCOG adopted TIP policy and criteria; any supplemental Forum policies and /or criteria; presence in the adopted *Metro Vision Fiscally-Constrained Regional Transportation Plan*; local match requirements; and, that any project or program that is under the respective jurisdiction of either CDOT and/or RTD are supported by said Agencies.

H. Criteria and DRCOG Assistance. DRCOG will establish overall criteria regarding project and program eligibility and evaluation of submitted projects. The Forum may choose to establish additional policy and criteria consistent with applicable Federal law and regulations. The Forum or Forum Subcommittee, which is described in Section 3, may request assistance or information, including but not limited to, air quality information and vehicle traffic projections from DRCOG staff. Once the criteria have been approved by DRCOG staff, the Forum will be responsible for reviewing DRCOG staff rankings in order to discuss project applications and recommend project rankings so the Forum recommendations can be forwarded to the DRCOG Board.

I. Open Meetings; Notice and Agenda Packets for Meetings. All meetings of the Forum and any Forum Subcommittee meetings, specifically pertaining to the DRCOG Dual TIP Model process, shall be open to the public with reasonable time allotted for public comment. Notice of meetings and associated materials shall be posted at least two days prior to the Forum meeting in accordance with DRCOG requirements.

3. Establishment of Forum Subcommittee(s). The Forum agrees to create Forum Subcommittee(s), as needed, when additional technical staff support is required to facilitate the Forum in their decision-making process. Each Forum Subcommittee will consist of one (1) staff representative from each Agency, as designated by each Agency. Forum Subcommittee(s) shall be responsible for gathering data to assist with project information and recommendations, all which will be subject to review and final approval by the Forum.

4. Staff Support. Weld County staff shall be responsible for coordinating with Agencies and facilitating the Southwest Weld County Subregion Forum meetings by taking meeting minutes, developing agenda packets, and ensuring posting requirements are adhered to in conjunction with DRCOG policies.

5. Planning Timeline. The Agencies project review and prioritization shall be coordinated with the DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline for the 4P County Hearing process and STIP programming.

6. Benefits Inure to Agencies Only. It is expressly understood and agreed that the enforcement of 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 as a party to this Agreement. It is the express intention of this Agreement that any entity, other than the Agencies

that are parties to this Agreement, that receives services or benefits as a result of this Agreement shall be an incidental beneficiary only, including but not limited to Non-Voting Members as defined above.

7. **Government Immunity.** No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Agencies or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person.
8. **Termination of Agreement.** This Agreement shall remain in effect until terminated by majority vote of the Agencies. Any Agency may withdraw from this Agreement by providing written notice to the Forum Chair of its intent to withdraw at least ninety (90) days prior to its intended date of withdrawal. The notice of intent to withdraw shall be by formal action of the governing body requesting withdrawal, such as a duly approved resolution. Any Agency that withdraws from the Agreement will be considered as a “Non-Voting Member” upon such withdrawal.
9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all such counterparts taken together shall be deemed to constitute one and the same instrument.

By signing this Agreement, the Agencies acknowledge and represent to one another that all procedures necessary to validly contract and execute this said Amendment have been performed, and that the persons signing for each Agency have been duly authorized by such Agency to do so.

**WELD COUNTY
BOARD OF COUNTY COMMISSIONERS**

Mike Freeman, Chair

Date

ATTEST:

APPROVED AS TO FORM:

County Clerk

County Attorney's Office

CITY OF BRIGHTON

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

CITY OF DACONO

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF ERIE

(), Mayor

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney's Office

TOWN OF FREDERICK

(), Mayor

ATTEST:

Town Clerk

Date

APPROVED AS TO FORM:

Town Attorney's Office

TOWN OF FIRESTONE

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office

TOWN OF LOCHBUIE

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF LONGMONT

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

TOWN OF MEAD

Colleen G. Whitlow, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

Town Clerk

Town Attorney's Office

CITY OF THORNTON

(), Mayor

ATTEST:

City Clerk

Date

APPROVED AS TO FORM:

City Attorney's Office