INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2014, by and between the TOWN OF COLUMBINE VALLEY, a statutory town of the State of Colorado ("Columbine Valley"), and the CITY OF LITTLETON, a home-rule municipality of the State of Colorado ("Littleton"), and ARAPAHOE COUNTY, a county of the State of Colorado (" Arapahoe"), and the Colorado Department of Transportation ("CDOT") (each a "party" or collectively the "parties") and provides as follows:

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes and Article XIV, Section 18(2) of the Colorado Constitution encourage governmental entities to make efficient and effective use of their powers and responsibilities through cooperation and execution of intergovernmental agreements;

WHEREAS, the Parties desire to proceed with the preparation of a preliminary traffic feasibility study of Platte Canyon Road between Bowles Avenue and Mineral Avenue, portions of which are located within the jurisdictions of Columbine Valley, Arapahoe and Littleton: (hereinafter "Traffic Study"); and

WHEREAS, the scope of the study was developed by the Platte Canyon Task Force, an intergovernmental staff group with representatives from Columbine Valley, Littleton, Arapahoe and CDOT; and

WHEREAS, the purpose of the study is to determine the existing and future capability of Platte Canyon Road to accommodate anticipated development in the area; and

WHEREAS, Littleton, Columbine and Arapahoe and CDOT have authorized funding for the preliminary traffic feasibility study;

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

1. <u>Scope of Agreement.</u> This Agreement defines the responsibilities and financial commitments of the parties with respect to the Traffic Study.

2. <u>Scope of Traffic Study.</u> The scope of the Traffic Study is as follows:

   a. Identify the existing and future traffic, operational, capacity, and safety challenges for various users (vehicle, peds, bikes, transit users) on Platte Canyon Road from Mineral Avenue to Bowles Avenue;

   b. Identify the existing geometric and physical constraints on Platte Canyon Road from Mineral Avenue to Bowles Avenue;

c. Identify solutions that will address traffic, operational and capacity issues now and projected to occur in the future;

d. Identify the physical and economic restraints on widening Platte Canyon Road to four lanes, if needed, as well as other corridor level improvements;

e. Analyze an option without widening Platte Canyon Road, but improves its level of service, operational characteristics, travel time, etc.;

f. Provide conceptual cost estimates for the alternative solutions; and

g. Estimate the costs of a full formal Platte Canyon Road Improvement Study that would provide more specific cost estimates and possible revenue sources.

3. Public Necessity. The parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience and welfare of the people of the State of Colorado, and is of particular benefit to the inhabitants of Columbine Valley, Littleton and Arapahoe.

4. Traffic Study Costs. It is understood that the Traffic Study costs are not to exceed $16,000, without amendment to this Agreement. The dollar contribution by each party shall be as follows:

a. Columbine Valley contribution: $8,000
b. Littleton contribution: $1,000
c. Arapahoe : $2,000
d. CDOT $2,000

It is anticipated that the developer of the property known as Wild Plum Farm located in Columbine Valley, Colorado will contribute $1,500 to the Traffic Study. In the event that the developer does not contribute such amount, that cost will be divided among the parties in accordance with the above contribution percentages.

5. Management of Traffic Study. Columbine Valley with the assistance of The Platte Canyon Task Force, shall administer and coordinate the Traffic Study. Columbine Valley shall use its best efforts to inform the parties as to the status of the Traffic Study.

6. Term of this Agreement. The term of this Agreement shall commence upon final execution by all parties and shall terminate upon completion of the Traffic Study.

7. Amendments. This Agreement contains all of the terms agreed upon by and among the parties. Any amendments or modifications to this Agreement shall be in writing and executed by the parties hereto to be valid and binding.

8. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable

law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

9. <u>Applicable Laws</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Arapahoe, State of Colorado.

10. <u>Assignability</u>. No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning party or parties to this Agreement.

11. <u>Binding Effect</u>. The provisions of this Agreement shall bind and shall inure to the benefit of parties hereto and to their respective successors and permitted assigns.

12. <u>Enforceability</u>. The parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

13. <u>Termination of Agreement</u>. This Agreement may be terminated upon thirty (30) days' written notice by any of the parties, but only if there are no contingent, outstanding contracts related to the Traffic Study. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all parties and only upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between the parties in accordance with the contribution percentages in Section 4, above.

14. <u>No Discrimination in Employment</u>. In connection with the performance of work under this Agreement, the parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

15. <u>Appropriations</u>. Notwithstanding any other term, condition, or provision herein, each and every obligation of the parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the parties.

16. <u>No Third Party Beneficiaries</u>. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of parties that any person or party other than

anyone of parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

WHEREFORE, the parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

TOWN OF COLUMBINE VALLEY

By: _____
      Gale Christy, Mayor

CITY OF LITTLETON

APPROVED AS TO FORM:

_____   By: _____
      Phil Cernanec, Mayor

COUNTY OF ARAPAHOE

By: _____
Its: _____

COLORADO DEPARTMENT OF TRANSPORTATION

By._____
Its:_____