

JEFFERSON COUNTY
COLLABORATIVE TRANSPORTATION FORUM
AGREEMENT

INTERGOVERNMENTAL AGREEMENT

AMONG

CITY OF ARVADA
TOWN OF BOW MAR
CITY OF EDGEWATER
CITY OF GOLDEN
CITY OF LAKEWOOD
CITY OF LITTLETON
TOWN OF MORRISON
TOWN OF SUPERIOR
CITY OF WESTMINSTER
CITY OF WHEAT RIDGE
AND
JEFFERSON COUNTY

THIS JEFFERSON COUNTY COLLABORATIVE TRANSPORTATION FORUM AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2018 (the “Effective Date”), by and among the Cities of Arvada, Edgewater, Golden, Lakewood, Littleton, Westminster and Wheat Ridge, the Towns of Bow Mar, and Morrison, Superior, and Jefferson County, all such 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 C.R.S. §§ 29-1-201, *et seq.*, to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the Agencies are all communities having governmental jurisdiction within their respective territorial boundaries within Jefferson County, Colorado and are member communities of the Denver Regional Council of Governments (“DRCOG”); and

WHEREAS, DRCOG allocates certain funding for transportation improvements typically through a bi-annual Transportation Improvement Program (“TIP”) planning process and as otherwise necessary and authorized by DRCOG; and

WHEREAS, DRCOG is seeking to innovate and try new strategies for allocating transportation funding; and

WHEREAS, DRCOG desires to gather additional input from local agencies within each DRCOG region by creating a mechanism in which local agencies can provide input into transportation funding within certain designated sub-regions within the DRCOG organization; and

WHEREAS, the DRCOG board of directors has authorized local governments within Jefferson County to propose to the DRCOG board of directors the allocation of transportation funding for projects within Jefferson County incorporated and unincorporated areas (“Sub-Regional Funding”); and

WHEREAS, agencies of each DRCOG sub-region are permitted to create the mechanism for providing DRCOG input on the allocation of transportation funding as such agencies within the sub-region see fit; and

WHEREAS, the coordinated efforts of all Jefferson County communities is necessary to implement the Sub-Regional Funding allocation process for the DRCOG Transportation Improvement Program to ensure adequate transportation infrastructure to meet the needs of Jefferson County residents currently and in the future; and

WHEREAS, the Agencies wish to set forth their understanding regarding the manner in which the transportation planning efforts in Jefferson County will be coordinated for the purpose of submitting Sub-Regional Funding requests to DRCOG for consideration as more particularly set forth in this Agreement.

AGREEMENT

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

1. Jefferson County Collaborative Transportation Forum. The Agencies to this Agreement hereby create and form the Jefferson County Collaborative Transportation Forum (“JeffCo Forum”) which shall be deemed to be a formal committee of DRCOG bound by the DRCOG adopted procedures for public notification of meetings, inclusion of opportunities for public input at meetings and the keeping of minutes of the meetings. All Agencies participating in this Agreement shall also be members in good standing of DRCOG. All participating municipal agencies must have incorporated boundaries within Jefferson County.
 - a. JeffCo Forum Purpose. The JeffCo Forum is created to support regional transportation planning impacting Jefferson County.
 - i. TIP Planning. One of the primary purposes of the JeffCo Forum is to identify the projects within Jefferson County that are to be submitted to DRCOG for consideration for Regional and Sub-Regional Funding. The JeffCo Forum will use good faith efforts to create a project funding request list to submit to DRCOG for Regional Projects and for utilization of the Sub-Regional Funding in accordance with DRCOG guidelines and procedures. The JeffCo Forum shall ensure that all projects included in the funding request list submitted to DRCOG comply with all applicable grant requirements and have Colorado Department of Transportation (“CDOT”) support for projects proposed on state highways.
 - ii. Other Efforts. The JeffCo Forum may also be used to support other regional transportation projects within the Denver Metropolitan Area which impact Jefferson County and its residents. For example, the JeffCo Forum may provide

a format for supporting Transportation Investment Generating Economic Recovery (TIGER) program grant proposals and other transportation funding opportunities for jurisdictions within Jefferson County.

- b. JeffCo Forum Membership. The DRCOG Directors from each Agency that is a signatory to this Agreement, or any Agency that later becomes a signatory to this Agreement, shall serve as the voting members of the JeffCo Forum. If the DRCOG Director is unavailable, then the Agency's alternate DRCOG Director may act in the absence of the Director. The JeffCo Forum shall also include one (1) non-voting representative from the Regional Transportation District ("RTD") and one (1) non-voting representative from CDOT. Directors of the JeffCo Forum shall not receive compensation from the JeffCo Forum for their services.
 - c. Meetings. Regular meetings of the JeffCo Forum shall be held quarterly or at such other regular intervals and at such time and place as determined by a majority of the JeffCo Forum Directors or the Lead Agency as defined in Section 6 below. Notice to the public of any meetings of the JeffCo Forum shall be posted at least 24 hours in advance in the cabinets at the Jefferson County Courts and Administration Building outside of Hearing Room One on the first floor.
 - d. Voting. A quorum must be present at any JeffCo Forum meeting for motions to pass. A quorum of the JeffCo Forum shall be a simple majority of the current voting JeffCo Forum members. Each Director shall receive one (1) vote on any matter coming before the JeffCo Forum. All actions of the JeffCo Forum shall be made and decided by a majority vote of the JeffCo Forum Directors. In the event of a tie vote, the tie will be decided based on which project has the highest score based on the JeffCo Forum approved scoring system, the scoring mandated by DRCOG (if applicable and required), or another method as agreed upon by a majority of the Directors. Tie votes on non-funding matters result in the motion failing.
 - e. Bylaws and Operating Procedures. The JeffCo Forum may adopt bylaws and other operating procedures to the extent those procedures are not inconsistent with this Agreement. For example, they may define more detail on voting, selection of a chairperson, procedures for meetings, scoring system and the division of administrative responsibilities among the Agencies.
2. Project Requests for Regional and Sub-Regional Funding. Any member agency of DRCOG within the Jefferson County Region or any entity qualified by DRCOG to submit projects, may submit projects for consideration by the JeffCo Forum for Regional and Sub-Regional Funding. Submitting agencies do not need to be a member of the JeffCo Forum to have their project considered. Projects may include road, bridge, transit, bike, pedestrian and Transportation Demand Management projects. Each submitting organization shall pre-screen every proposed project submitted to the JeffCo Forum to reasonably confirm that each proposed project conforms to the DRCOG grant requirements and any additional criteria approved and adopted by the JeffCo Forum and that any grant matching funds are reasonably anticipated to be available. This Agreement is not intended to preclude project proposals from cities and towns that are located within Jefferson County but are not among the Agencies. Such

cities' and towns' project request submittals shall be considered by the JeffCo Forum on an equal basis with project requests from the Agencies.

3. Technical Support. The JeffCo Forum Technical Support Group shall consist of a staff representative from each Agency, RTD and CDOT (collectively, the "Technical Support Group"). The Technical Support Group will assemble the project information and may use scoring criteria developed in conjunction with the JeffCo Forum and/or DRCOG project ranking criteria to initially rank the projects submitted for consideration for Regional or Sub-Regional Funding. This ranking will be presented to the JeffCo Forum for its consideration along with any other criteria set forth by the JeffCo Forum.
4. Planning Timeline. The submittal, review and prioritization of transportation projects will coincide with the bi-annual DRCOG TIP planning process timeline and the CDOT/Transportation Commission planning timeline.
5. Term. The term of the Agreement shall be from the Effective Date, which shall be affixed only upon the final signature hereto, and shall continue until such time as there are only three (3) or fewer Agencies participating in the JeffCo Forum. At such time as only three (3) or fewer Agencies are participating, the Agreement shall automatically terminate without further action by the parties.
6. Notice. Notices relating to this Agreement shall be personally delivered or sent by first class mail, postage prepaid, telephone, e-mail, or other electronic communication to each Agency at the address as provided on the signature page to this Agreement. For purposes of this Agreement, the County of Jefferson, State of Colorado shall be designated the Lead Agency and any updates in the notice address shall be sent to the Lead Agency and such Agency shall be responsible for disseminating the information to the other Agencies.
7. Member Agencies.
 - a. Additional Agencies. Membership in the JeffCo Forum shall initially consist of the signatory Agencies to this Agreement. Other parties will be provided an opportunity participate in the JeffCo Forum upon executing a Joinder Agreement, a sample of which is attached hereto as Exhibit A. For purposes of clarity, the existing signature Agencies shall not be required to execute an amendment to this Agreement solely to add or withdraw an Agency from the JeffCo Forum.
 - b. Withdrawal of Agencies. Any Agency may withdraw from the JeffCo Forum by giving ninety (90) days written notice to the Lead Agency of its intent to withdraw. As of the effective date of withdrawal, the withdrawing Agency shall lose all rights and benefits under this Agreement. No amendment to this Agreement is required for the withdrawal of an Agency.
8. General Provisions.
 - a. Integrated Agreement; Amendment. This Agreement contains the entire agreement of the Agencies relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Agencies.

- b. Binding Effect; No Third Party Beneficiaries. This Agreement shall be binding upon, and shall inure to the benefit of the Agencies and their respective successors and assigns. 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 Agencies and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not a party to this Agreement. It is the express intention of the parties to this Agreement that any entity, other than the Agencies and any “submitting organization” described in Section 2, shall be an incidental beneficiary only including any entity that receives services or benefits as a result of this Agreement.
- c. 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 not a party to this Agreement.
- d. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
- e. Counterparts; Electronic Disposition. 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. The Agencies acknowledge and agree that the original of this Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing. The parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to -121.
- f. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue and jurisdiction for any dispute arising hereunder shall lie with the District Court of Jefferson County.

[The remainder of this page is intentionally blank.]

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

**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS**

Chairman

Date

APPROVED AS TO FORM:

County Attorney's Office

Notice Address:

Director of Transportation & Engineering
100 Jefferson County Pkwy., Suite 3500
Golden, CO 80419-3500
Tel: (303) 271-8495
E-mail: TEDContracts@jeffco.us

CITY OF ARVADA

Marc Williams, Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Director of Public Works

8101 Ralston Road

Arvada, CO 80002

Tel: (720) 898-7601

E-mail: bmanwaring@arvada.org

TOWN OF BOW MAR

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

THE CITY OF EDGEWATER

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

THE CITY OF GOLDEN

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

CITY OF LAKEWOOD

Kathleen E. Hodgson, City Manager

ATTEST:

Margy Greer, City Clerk

Approved as to form:

Gregory D. Graham, Deputy City Attorney

Recommended for approval:

Jay N. Hutchison, Director
Department of Public Works

Notice Address:

Tel:

E-mail:

CITY OF LITTLETON

(), Debbie Brinkman, Mayor

ATTEST:

Wendy Heffner, City Clerk

Notice Address:

Tel:

E-mail:

Date

APPROVED AS TO FORM:

City Attorney's Office

THE TOWN OF MORRISON

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

THE TOWN OF SUPERIOR

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

THE CITY OF WESTMINSTER

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

THE CITY OF WHEAT RIDGE

(), Mayor

Date

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice Address:

Tel:

E-mail:

EXHIBIT A

**JOINDER TO THE JEFFERSON COUNTY
COLLABORATIVE TRANSPORTATION FORUM
AGREEMENT**

This Joinder to the Jefferson County Collaborative Transportation Forum Agreement (this "Joinder") is dated as of _____, _____ is by and between the existing JeffCo Forum Agencies, and _____ ("New Agency").

RECITAL

The Agencies have entered into a Jefferson County Collaborative Transportation Forum Agreement dated _____, 20__, (the "JeffCo Forum Agreement"). Pursuant to the terms of the JeffCo Forum Agreement, the New Agency is required to execute this Joinder for the purpose of making such agency a party to the JeffCo Forum Agreement. The New Agency has agreed to execute this Joinder in consideration of the receipt of the rights, obligations and privileges set forth in the JeffCo Forum Agreement.

NOW, THEREFORE, the New Agency agree as follows:

1. Defined Terms. All capitalized terms used but not defined in this Joinder have the meaning assigned thereto in the JeffCo Forum Agreement.

2. Joinder of New Agency. The New Agency hereby agrees to become a party to the JeffCo Forum with all right, title and interest as a Agency thereunder and subject to all of the terms and conditions thereof. The New Agency's notice address is:

Tel:
E-mail:

The New Agency has duly executed and delivered this Joinder as of this _____ day of _____, 20__.

NEW AGENCY:

By: _____
Name: _____
Title: _____