

ADAMS COUNTY
COLLABORATIVE TRANSPORTATION PLANNING
AGREEMENT

INTERGOVERNMENTAL AGREEMENT
AMONG
THE CITY OF ARVADA
THE TOWN OF BENNETT
THE CITY OF BRIGHTON
THE CITY OF COMMERCE CITY
THE CITY OF FEDERAL HEIGHTS
THE CITY OF NORTHGLENN
THE CITY OF THORNTON
THE CITY OF WESTMINSTER
AND
ADAMS COUNTY

THIS AGREEMENT is entered into effective as of the 1st day of September, 2010, by and among Adams County, the City of Arvada, the Town of Bennett, the City of Brighton, the City of Commerce City, the City of Federal Heights, the City of Northglenn, the City of Thornton, and the City of Westminster, 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 coordinated efforts of all Adams County communities is necessary to implement the Adams County Transportation Plan, and to ensure an adequate transportation infrastructure to meet the needs of Adams County residents currently and for years to come; and

WHEREAS, the Agencies have a mutual interest in the coordination of current and future transportation planning within Adams County; and

WHEREAS, Adams County communities will benefit from the collective planning efforts of the Agencies working together to implement a transportation system to ensure the efficient movement of people and goods; and

WHEREAS, the Agencies wish to set forth their understanding of how the transportation planning efforts in Adams 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 the Transportation Improvement Plan ("TIP").

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

1. State Highway System Projects. The Mayors and Commissioners of the participating Agencies ("Executive Committee") will use good faith efforts to collaborate in identifying priority corridors and in the development of a prioritized countywide list for state highway system transportation projects. These priority corridors and list will be presented to CDOT representing Adams County communities for consideration in the TIP.
2. Federal/State/Local Match Transportation Projects. The Executive Committee will review and coordinate transportation projects submitted to DRCOG, which require federal, state and/or local matching funds for consideration in the TIP, prior to submittal of each Agency's project request to DRCOG. Project submittals will focus primarily on road and bridge projects, but may also include transit, bike and pedestrian projects, and Transportation Demand Management ("TDM") projects. The purpose of this review is to provide the Executive Committee an opportunity to coordinate and collaborate on multi-modal transportation project submittals and provide multi-jurisdictional support on projects.
3. Coordination Support. The Adams County Transportation Coordination Committee ("Adams Movers Group"), which consists of staff representatives from each Agency, will assemble the project information and may utilize the Adams County Ranking Criteria and/or the DRCOG Project Ranking Criteria to initially rank the projects submitted by the Agencies for State Highway System funding. This ranking will be presented to the Mayors and Commissioners for their consideration.
4. Planning Timeline. The 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. 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 in 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.
6. 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.

7. Term. The term of the Agreement is through December 31, 2014. Thereafter, it shall be automatically renewed for successive four-year terms. However, any Agency may withdraw from the renewed Agreement by providing written notice of its intent to do so at least (90) days prior to termination. The notice not to renew shall be by formal action of the governing body requesting withdrawal. The Agreement and its renewal shall remain in effect unless terminated by all of the Agencies.

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.

**ADAMS COUNTY
BOARD OF COUNTY COMMISSIONERS**


Alice J. Nichol
Alice J. Nichol, Chairman

September 1, 2010
Date

ATTEST:

APPROVED AS TO FORM:

[Signature]
County Clerk



[Signature]
County Attorney's Office

CITY OF ARVADA

[Signature]
(), Mayor

October 25, 2010
Date

ATTEST:

APPROVED AS TO FORM:

[Signature]
Deputy City Clerk



[Signature]
City Attorney's Office

TOWN OF BENNETT

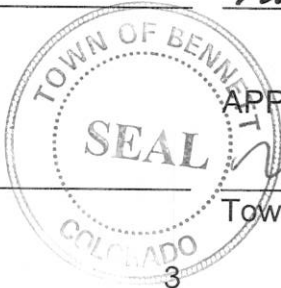
Sue J. Norn
(), Mayor

November 23, 2010
Date

ATTEST:

APPROVED AS TO FORM:

[Signature]
Town Clerk



[Signature]
Town Attorney's Office

CITY OF BRIGHTON

Richard M. L.
(), Mayor

11/19/10
Date

ATTEST:

Natalie Noel
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney's Office
CHRISTOPHER EWST
ASST. CITY ATTY.

CITY OF COMMERCE CITY

[Signature]
(), Mayor

10-18-10
Date

ATTEST:

[Signature]
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney's Office

CITY OF FEDERAL HEIGHTS

Jonpe Thomas
(), Mayor

9/28/10
Date

ATTEST:

Phyllis Schott
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

CITY OF NORTHGLENN

Jonpe Downing
(), Mayor

October 14, 2010
Date


ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney's Office

CITY OF THORNTON




Jack Ethredge, City Manger

Date

ATTEST:

APPROVED AS TO FORM:

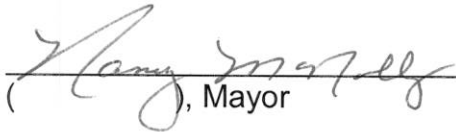


Nancy Vincent, City Clerk



Margaret Emerich, City Attorney

CITY OF WESTMINSTER



Nancy Mayberry, Mayor



Date

ATTEST:

APPROVED AS TO FORM:



Carla Keelton
City Clerk - DEPUTY



City Attorney's Office

