

## **INTERGOVERNMENTAL AGREEMENT FOR GENERAL ADMINISTRATION SERVICES**

THIS AGREEMENT, made as of the 1<sup>st</sup> day of January, 2016, by and between the Longmont General Improvement District No. 1, (District), and the Longmont Downtown Development Authority (DDA).

### **RECITALS**

The DDA has been formed, pursuant to ordinance adopted by the City Council of the City of Longmont (City) and the affirmative vote of a majority of the qualified electors within the boundaries of the DDA, for the purpose of stimulating the improvement and redevelopment of the downtown area of Longmont. The District lies wholly within the boundaries of the DDA and generally consists of what is commonly known as the "Heart of Longmont." The DDA intends to devote a considerable amount of its time and efforts toward projects within the boundaries of the District, and the parties believe that it is in their mutual interests that the DDA perform the general administrative duties of the District. The parties believe that the provisions of the Agreement, hereinafter set forth, will avoid duplication of effort and expenditure, will be in the best interest of the District, and will promote the general welfare of the District. It is expressly understood and agreed that all services compensated for under this Agreement are to expressly benefit the taxpayers and territory within the jurisdiction of the District.

The boundary of the District is: the North sidewalk of 3<sup>rd</sup> Avenue from the alley West of Coffman Street, then East to the alley East of Kimbark Street, then North to the South sidewalk of 6<sup>th</sup> Avenue inclusive of 603 Kimbark Street, then West to the alley West of Coffman Street, then South to the North sidewalk of 3<sup>rd</sup> Avenue. Also included is the property at 636 Coffman Street.

### **ARTICLE I**

#### **DUTIES OF DDA**

1. The DDA agrees to provide the following services on the behalf of the District:
  - A. To prepare an annual budget for the District and present such budget as may be necessary for the Boulder County Assessor to collect the revenues and taxes due the District;
  - B. To prepare such data, records, maps, and written material as may be necessary for the Boulder County Assessor to collect the revenues and taxes due the District;
  - C. To prepare a proposed budget for the coming fiscal year on the same schedule as City departments and to recommend to the City Council the ad valorem mill levy necessary for the coming year to fund the approved budget;

- D. To budget each year an adequate amount of money for improvements, repairs, maintenance, and insurance of District assets including sidewalk pavers, parking lot surfaces and improvements, breezeway walks, structures and other improvements;
- E. To submit proposals for capital projects to the City's five-year capital improvement program when applicable;
- F. To prepare plans for future use or redevelopment of the parking lots and pedestrian breezeways financed by the District;
- G. To maintain a parking management program;
- H. To observe and maintain records of the automobile permits of the District parking lots;
- I. To prepare plans and documents as may be necessary for the maintenance and upkeep of the district parking lots;
- J. To prepare plans and propose projects concerning vehicular parking of the District;
- K. To coordinate work and consult with the City and the District in all future plans and redevelopment issues affecting the District;
- L. To establish appropriate levels of service for improvement, repair, replacement and maintenance of property and assets within the District area and to oversee the provision of those services by contractors;
  - 1. The DDA may contract with the City through its Public Works and Natural Resources (PWNR) Department for improvement, repair, replacement and maintenance of the District's assets. Annual contracting arrangements and instruments shall be identified as needed by the DDA Director and the PWNR General Manager or designee.
  - 2. Notwithstanding other provisions herein, the DDA shall monitor the activities of all contractors working in the District;
- M. To obtain all permits required by City ordinances to perform work in the City's right-of-way before beginning any reconstruction approved by the City;
- N. To procure insurance for the District covering all property and liability relative to the District's parking lots, parking lot improvements, breezeway walks and structures, and other improvements within the District boundaries;
- O. To be responsible for maintenance and liability for all parking lot surfaces and improvements, breezeway walks and structures within the limits of its budget to the

extent such maintenance is not the responsibility of the adjacent property owners:

1. The DDA will periodically review the condition of parking lot surfaces and improvements, breezeway walks, structures and improvements it maintains to find any potential repairs that may be needed;
2. The DDA's maintenance responsibilities for parking lots, parking lot improvements, breezeway walks, structures and improvements include but are not limited to cleaning, crack sealing, irrigation, correcting of drainage and pavement problems, planters, landscaping, parking lot marking, surface restoration, concrete parking blocks, lights, signs, parking designation signs, concrete curbing and gutters, paint, rust removal, and graffiti removal;
3. The DDA will promptly repair parking lots and improvements, breezeway walks and structures when such repairs are necessary or immediately upon receipt of a notice under the Colorado Governmental Immunity Act, or within 60 days after notice by the District or the City. If extenuating circumstances, such as weather, budget constraints, or availability of contractors do not allow the DDA to meet the 60-day limit, the DDA shall notify the City or District to set a revised deadline, which revision the District shall not unreasonably deny;
4. The DDA will notify the City's Public Works and Natural Resources Department before undertaking any sidewalk, parking lot, breezeway walk or structure repairs, whether or not those repairs are at the District's request; and
5. As of January 2016, the parking lots, breezeway walks and structures that fall under this section of Article I are:
  - a. Block 39 -- Lots: 13, 14 and one-half of lot 12 (parking lot on Coffman Street between 5<sup>th</sup> and 6<sup>th</sup> Avenue) and Lot 32 (breezeway on Main Street between 5<sup>th</sup> and 6<sup>th</sup> Avenue).
  - b. Block 40 -- Lot 9 (breezeway on Main Street between 5<sup>th</sup> and 6<sup>th</sup> Avenue) and Lots 21 – 30 (parking lot on Kimbark Street between 5<sup>th</sup> and 6<sup>th</sup> Avenue).
  - c. Block 51 -- Lot 10 (breezeway on Main Street between 4<sup>th</sup> and 5<sup>th</sup> Avenue) and Lots 32 – 34 (parking lot on Kimbark Street between 4<sup>th</sup> and 5<sup>th</sup> Avenue).
  - d. Block 52 -- Lot 30 (breezeway on Main Street between 4<sup>th</sup> and 5<sup>th</sup> Avenue).
  - e. Block 63 -- Lots 6 and 7 and 65 feet of lot 8 and lots 10 – 14 (parking lot on Coffman Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue) and Lot 32 (breezeway on Main Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue).
  - f. Block 64 -- Lot 10 (breezeway on Main Street between 3<sup>rd</sup> and 4<sup>th</sup>

Avenue) and Lots 30 – 44 (parking lot on Kimbark Street between 3<sup>rd</sup> and 4<sup>th</sup> Avenue); and

P. To do all things necessary, proper, advisable, or convenient for the accomplishment of the above purposes, and to do all other things incidental thereto or connected therewith.

2. The District grants the Executive Director of the DDA the authority to sign contracts as necessary under this Agreement to fulfill the DDA's duties under this Agreement. Payments for the contracts will be made from the General Improvement District (GID) Fund.

## **ARTICLE II**

### **COMPENSATION FOR SERVICES**

1. Total compensation payable to the DDA for work and services to be performed by the DDA under this Agreement shall be thirty-two thousand, eight hundred and fifty-two and no/100 dollars (\$32,852), and shall in no event exceed this amount. The total compensation will be paid directly by the GID Fund through direct charges of payroll and benefit expense for the DDA employees.

## **ARTICLE III**

### **INSURANCE REQUIREMENTS**

1. The DDA shall procure and maintain in full force and effect such insurance that will insure its obligations and liabilities under this Agreement including workers' compensation, unemployment, general liability and property insurance necessary to protect real and physical assets owned by the District and managed by the DDA identifying the Longmont General Improvement District No. 1 as a named insured.

2. The DDA shall attach to this Agreement prior to its final approval a certificate showing it has in effect the policies required in Article III, Section 1, of this Agreement. The DDA shall promptly provide notice to the City of Longmont's Risk Manager, acting as the District's Risk Manager, upon learning of termination, cancellation, or modification of any insurance policy. Any variance proposed by the DDA to the insurance provisions set forth in Article III, Section 1, of this Agreement must be approved in writing by the City's Risk Manager and will become incorporated as an addendum to this Agreement.

3. The DDA shall procure insurance on behalf of the District, covering all property and liability relative to the District's parking lots, parking lot improvements, breezeway walks and structures, and other improvements within the District boundaries.

4. The DDA shall not cancel, materially change, or fail to renew insurance coverages. DDA shall notify the City of Longmont Risk Manager (acting as the District's Risk Manager), Civic Center Complex, 350 Kimbark Ave., Longmont, CO 80501, of any material reduction or

exhaustion of aggregate limits. Should any policy be canceled, the DDA will procure other insurance as specified, within a reasonable period of time.

## ARTICLE IV

### INDEMNITY

1. To the extent permitted by law, the DDA shall fully indemnify and hold the District harmless from all claims, actions, suits, liability, loss, costs, expense or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the DDA, their agents, employees, contractors, tenants, invitees, licensees, successors or assigns) arising out of or in connection with the DDA's negligence in making repairs, improvements, or failure to maintain the District's sidewalks, parking lots, parking lot improvements, and breezeway walks and structures undertaken pursuant to this Intergovernmental Agreement.

2. Upon commencement of any such suit or action against the District, the DDA, upon notice given by the District, shall defend the same at its own cost and expense, and in case judgment shall be rendered against the District in such an action or suit, shall fully satisfy the judgment within ninety (90) days after the same has been finally determined.

3. Notwithstanding anything to the contrary in this Agreement, the DDA's liability under this Article IV shall not exceed the amount paid by the DDA's insurance carrier pursuant to any insurance policy obtained pursuant to this Agreement.

4. Nothing herein shall be construed as a waiver by either party of any privilege, defense, or immunity provided by the Colorado Governmental Immunity Act, as it may be amended from time to time.

## ARTICLE V

### STATUS OF CONTRACTOR

1. The DDA shall perform all services under this Agreement as an independent contractor and not as an agent or employee of the District. The DDA shall not be supervised by any employee or official of the District, nor will the DDA exercise supervision over any employee or official of the District. The DDA shall not represent that the DDA is an employee or agent of the District in any capacity. **No employee, officer, servant or agent of the DDA is entitled to workers' compensation benefits from the District under this Agreement. Every employee, officer, servant, or agent of the DDA is obligated to pay federal and state income tax on money earned pursuant to this Agreement.**

**ARTICLE VI**

**TERM OF AGREEMENT**

1. Notwithstanding the date of execution, this Agreement shall be for a term beginning January 1, 2016, and ending December 31, 2016, unless extended or modified by mutual agreement between the parties. The District reserves the right to review the performance of the DDA and to renegotiate at the end of the contract period if mutually agreeable between the District and the DDA. Subject to annual appropriations by the District, this Contract shall be automatically renewable for each subsequent calendar year period. Either party may elect not to renew this Contract by giving the other party written notice of that decision at least 90 days prior to the expiration of the current contract term.

IN WITNESS WHEREOF, the District and the DDA have executed this Agreement as of the day and year written above.

APPROVED AS TO CONTENT:

LONGMONT GENERAL IMPROVEMENT  
DISTRICT #1

\_\_\_\_\_  
DIRECTOR OF FINANCE

By: \_\_\_\_\_  
MAYOR, EX-OFFICIO PRESIDENT

APPROVED AS TO CONTENT:

LONGMONT DOWNTOWN DEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
EXECUTIVE DIRECTOR, DDA

By: \_\_\_\_\_  
DDA BOARD CHAIRMAN

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE PROVISIONS:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

State of Colorado )  
 ) ss:  
County of Boulder )

The foregoing instrument was acknowledged before me by Dennis Coombs,  
(Name of party signing)

as President of Longmont General Improvement District No. 1  
(Title of party signing) (Name of organization)

a Colorado General Improvement District, on behalf of the District, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

Witness my hand and official Seal.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

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State of Colorado )  
 ) ss:  
County of Boulder )

The foregoing instrument was acknowledged before me by \_\_\_\_\_,  
(Name of party signing)

as \_\_\_\_\_ of Longmont Downtown Development Authority  
(Title of party signing) (Name of organization)

a Colorado Development Authority, on behalf of the Authority, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

Witness my hand and official Seal.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

CA File: 9673