

**First Amendment to Intergovernmental Agreement
Between Boulder County and City of Longmont
Concerning Repair and Remediation of the Peschel Property From Flooding**

This First Amendment to Intergovernmental Agreement (the “First Amendment”) is entered into as of the _____ day of _____, 2020, by the County of Boulder, a body corporate and politic of the State of Colorado (“Boulder County” or “County”) and the City of Longmont, a Colorado home rule municipality (the “City”) (each a “Party” or, collectively, the “Parties”).

RECITALS

- A. The Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. 29-1-201, et seq., provide that political subdivisions of the State may contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating units.
- B. In September 2013, severe flooding caused extensive damage to the Parties’ jointly-owned Peschel property (“Property”), including re-channeling of the St. Vrain Creek on the Property from the pre-flood creek bed to a new route through the reclaimed gravel mining pits.
- C. In 2014, the Parties entered into an Intergovernmental Agreement Between Boulder County and City of Longmont Concerning Repair and Remediation of the Peschel Property From Flooding, dated July 15, 2014, by which the parties agree to expeditiously plan, fund and repair the Property.
- D. The coordination and cooperation between Boulder County and the City of Longmont has been critical to flood recovery and has resulted in great benefit to both agencies and the residents of Boulder County and the City of Longmont. The continuation of this coordination and cooperation is critical to complete repair and remediation from the 2013 flooding and to develop resiliency for the future of Boulder County and the City of Longmont.
- E. The Parties desire to amend the Agreement to identify coordination efforts on additional projects related to Flood Repair and Remediation.

AGREEMENT

In consideration of the mutual covenants and promises set forth here, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follow:

- 1. Paragraph 7 of the original Agreement, dated July 15, 2014, is hereby deleted and replaced in its entirety with the following:

7. The continuing operation and maintenance of the Property shall be performed in accordance with all applicable agreements between the County and the City on operation and maintenance of the Property.

Further, in order to better manage the Property, including enforcement of applicable regulations, the Parties agree that annexation of the Property to the Longmont City Limits is in the best interest of the long-term management of the Property. The City agrees to prepare any necessary annexation documentation and the County agrees to support that annexation application.

2. Except as expressly amended herein, all other provisions of the Agreement, exhibits, and appendices are unaffected and shall continue in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the _____ day of _____, 2020.

COUNTY OF BOULDER

Deb Gardner, Chair
Board of Boulder County Commissioners

Attest:

Clerk to the Board

CITY OF LONGMONT,
a municipal corporation

Mayor

Attest:

City Clerk

Approved as to Form:

Assistant City Attorney

Proofread

Approved as to Form and Substance:

Originating Department

CA File No.: 20-000732