

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

This Amendment to Intergovernmental Agreement (the "Amendment") is entered into as of the 10<sup>th</sup> day of June, 2014, 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 Parties entered into an Intergovernmental Agreement Between Boulder County and City of Longmont Concerning Repair and Remediation From Flooding (the "Agreement") dated as of October 8, 2013, by which the Parties agreed to collaborate to expeditiously fund and repair facilities and infrastructure caused by severe flooding in September 2013.
- B. The Agreement contemplated that the County would be the official applicant to the Federal Emergency Management Agency ("FEMA") for the repair of County Road 80 and the City would be the official applicant to FEMA for the western portion of the Road that is on City property. However, the City was the official applicant to FEMA for the emergency repairs to both County Road 80 and the western portion of the Road, and the Parties desire to amend the Agreement to reflect what actually occurred and how funding for future repair, and reimbursement for those repairs, will work.
- C. The Parties also desire to amend the Agreement to provide for collaboration on the repair of Hygiene Road.

**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 follows:

**COUNTY ROAD 80**

- 1. Paragraphs 1(a)-(d) of the Agreement are hereby superseded and replaced in their entirety with the following:
  - (a) The City has performed emergency repairs to both County Road 80 and the western portion of the Road located on City property, with the County supporting this effort by providing engineering and construction management.
  - (b) The City is the applicant to the Federal Emergency Management Agency ("FEMA") for reimbursement for Category B emergency repairs to both County Road 80 and the western portion of the Road. The City will amend its FEMA project worksheet for this project to include the County's engineering and construction management costs, which costs will be invoiced by the County to the City within 21 days after this Amendment is executed. After the City

receives any reimbursement from FEMA and/or the State of Colorado for this project, the City will invoice the County for the unreimbursed costs of the emergency road repairs for the County Road 80 portion.

- (c) Now that emergency repairs to the Road have been completed, each Party will undertake engineering and construction of permanent repairs to their section of the Road. From this point forward, each of the Parties will submit their own Category C permanent work project worksheets for the portion of the Road that they each own with no cost-share of unreimbursed costs.

- 2. New paragraphs 31-35 are added to the Agreement as follows:

#### HYGIENE ROAD

31. In order to relieve catastrophic downstream flooding to property inside the City limits and in unincorporated areas of the County, the City, with the approval of Boulder County, the State of Colorado, and the US Army Corps of Engineers, made an emergency breach in Hygiene Road on September 14, 2013. The City will apply to FEMA for reimbursement of costs incurred related to the emergency breach of Hygiene Road. The Parties agree to share equally in the unreimbursed cost of breaching Hygiene Road.

32. As part of the breach of Hygiene Road, the North Branch Ditch ("Ditch") was damaged. The City has restored the damage to the Ditch.

33. The Parties have cooperated in designing and implementing temporary repairs to Hygiene Road. Permanent repairs of Hygiene Road will be required in the future but the scope and design of permanent work is undetermined at this point.

34. The Parties will work cooperatively regarding the design and construction of permanent repairs to Hygiene Road. If the permanent repair to Hygiene Road includes a drainage-way on the adjacent County-owned open space property, the Parties will work together to design and construct these improvements and shall follow any required County processes for using open space lands for non-open space purposes.

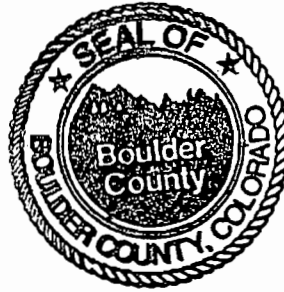
35. For both temporary and permanent repairs to Hygiene Road, the County shall be responsible for completing the repair work and shall be the official applicant to FEMA for reimbursement. The Parties shall be equally responsible for all costs of the project that are not reimbursed by either FEMA and/or the State of Colorado. The County shall invoice the City for half of the project costs once it receives any reimbursement.

- 3. All other provisions of the Agreement shall remain in full force and effect.

EXECUTED as of the date first set forth above.

**BOULDER COUNTY:**

Cindy Domenico  
Cindy Domenico, Chair  
Board of Boulder County Commissioners



Attest: Cecilia G. Lacey 05/22/14  
Clerk to the Board

**CITY OF LONGMONT:**

Dennis L. Corbin  
Mayor



Attest:  
Valeria R. Stolt  
City Clerk

Approved as to Form and Substance:

Sandra Steady  
Originating Department

Approved as to Form:

[Signature]  
Assistant City Attorney

Proofread:

M. McQueen