

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

This Second Amendment to Intergovernmental Agreement (the "Second Amendment") is entered into as of the 23 day of September, 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 dated as of October 8, 2013, and amended as of June 10, 2014 (collectively the "Agreement") 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 contemplates how the Parties will manage several flood repairs on co-owned facilities for which flood repairs are eligible for reimbursement by the Federal Highway Administration ("FHWA") through the Colorado Department of Transportation ("CDOT"). The Parties desire to amend the Agreement to further clarify how funding for future repair and reimbursement for those repairs on federal-aid highways will work.
- C. The Parties also desire to amend the Agreement to provide for collaboration on two additional federal-aid highway projects.

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:

SUNSET STREET BRIDGE OVER ST VRAIN CREEK

- 1. Paragraphs 17(a)-(h) of the Agreement are hereby superseded and replaced in their entirety with the following:
 - (a) The City shall serve as the lead agency responsible for the design and construction of the flood repairs to the Sunset Street Bridge over St. Vrain Creek. As per FHWA guidance, Boulder County's Multimodal Transportation Standards will be used as the basis for design for the three lane section with bike lanes and pedestrian improvements as specified in the Sunset Street Corridor Study. Flood repairs to Sunset Street itself will include improvements needed to match current roadway function prior to the flooding and any improvements approved by FHWA.
 - (b) The City shall fund all costs related to design, construction, or management of the flood repairs, exclusive of any staffing costs incurred by the County. The

City shall submit copies of all required reimbursement documents to Boulder County no later than 45 days after payment of design, construction and construction management expenses. The City shall retain all backup documentation needed for reimbursement by FHWA for a period of seven years.

- (c) The County shall remain the official applicant with the FHWA Emergency Relief ("ER") Program and shall submit all paperwork to CDOT for project development, approval and payment. Submissions will consist of project costs by the City. No county expenditures other than right-of-way acquisition will be made as part of this process. Once the County receives reimbursement from CDOT, they will pay the City one-hundred percent (100%) of that reimbursement plus fifty percent (50%) of any non-reimbursed City expenditures, excepting payroll costs for City staff. All payroll costs for County staffing will be excluded from the project.
- (d) The City will submit direct costs (regular salaries) to Boulder County for reimbursement consistent with FHWA Emergency Relief Manual. Direct costs shall be supplemented with copies of employee time slips, payroll records and other related accounting reports. The County will not be responsible for reimbursement of any City direct cost not reimbursed by FHWA.
- (e) Each Party shall negotiate and purchase that right-of-way required for bridge construction of the project which lies within its jurisdictional boundary. All costs of right-of-way acquisition shall be submitted to the County for submission to CDOT for reimbursement.
- (f) Boulder County shall lead all appeals, audits, and inquires regarding the ER expenditures for this project. The City agrees to assist in such efforts, including but not limited to the development and/or submission of any required documentation or testimony at their sole cost. The City shall reimburse the County fifty percent (50%) of any ER funds that are returned to the State as a result of future audit results.
- (g) The City agrees to maintain all improvements made as part of this project to the extent and duration required by FHWA.

2. New paragraphs 36-38 are added to the Agreement as follows:

9TH AVENUE

36. Although 9th Avenue, between Hover Street and Airport Road is partially within the jurisdictional boundary of the County and partially within the jurisdictional boundary of the City, the entire segment is maintained by the City.

37. Due to the emergency nature of the 9th Avenue flood repairs required to restore access immediately following the 2013 Flood, the City shall be responsible for all emergency repairs, contracting with CDOT, and CDOT reimbursements for all flood repairs to that facility, including those that may be within the unincorporated area. The City shall serve as the sole applicant to FHWA for the 9th Avenue repairs.

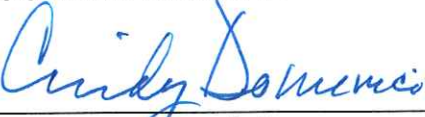
BOSTON STREET BRIDGE OVER ST VRAIN CREEK

38. The City agrees to allow the County and its contractors the use of any City owned property directly adjacent to the intersection of Boston Avenue and the St. Vrain Creek for access to the St. Vrain Creek for the purposes of making emergency repairs to the Boston Street Bridge over St. Vrain Creek.


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, Chair
Board of Boulder County Commissioners



Attest: 
Clerk to the Board

CITY OF LONGMONT:


Mayor



Attest:



City Clerk

Approved as to Form and Substance:



Originating Department

Approved as to Form:



Assistant City Attorney

Proofread: