

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-103  
Series of 2010

10-100  
Series of 2010

A RESOLUTION APPROVING A COOPERATION AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND THE NORTHGLENN URBAN RENEWAL AUTHORITY

WHEREAS, Section 18(2)(a) of Article XIV to the Colorado Constitution, as well as Section 29-1-201, *et seq.*, specifically 29-1-203, C.R.S., authorize and encourage governments to cooperate by contracting with one another to their mutual benefit;

WHEREAS, Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, specifically C.R.S. § 31-25-112, expressly authorizes municipalities and urban renewal authorities to cooperate on urban renewal activities as set forth in this Agreement;

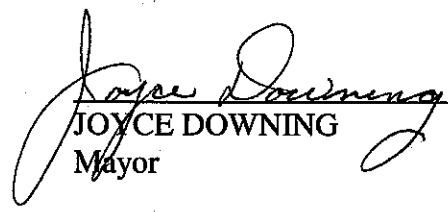
WHEREAS, after the formation of the Northglenn Urban Renewal Authority (NURA) in 1990, the Parties entered into a series of cooperative agreements; and

WHEREAS, to further the goals of both Parties, and to facilitate the effectiveness of urban renewal activities within the City, the Parties desire to modify the terms of the previous cooperation agreements to update the Parties' obligations to cooperate and coordinate efforts.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:


Section 1. The Cooperation Agreement between the City of Northglenn and the Northglenn Urban Renewal Authority (NURA), attached hereto as Exhibit A, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn, Colorado.

DATED at Northglenn, Colorado, this 8th day of July, 2010.

  
JOYCE DOWNING  
Mayor

ATTEST:

APPROVED AS TO FORM:

  
JOHANNA SMALL, CMC  
City Clerk

  
COREY Y. HOFFMANN  
City Attorney

## INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS AGREEMENT, is made and entered into this 8<sup>th</sup> day of July, 2010, (the "Effective Date"), by and between the CITY OF NORTHGLENN, a Colorado home rule municipality (the "City"), and the NORTHGLENN URBAN RENEWAL AUTHORITY, a Colorado Urban Renewal Authority ("NURA") (individually a "Party" and collectively, the "Parties").

**WHEREAS**, Section 18(2)(a) of Article XIV to the Colorado Constitution, as well as Section 29-1-201, *et seq.*, specifically 29-1-203, C.R.S., authorize and encourage governments to cooperate by contracting with one another to their mutual benefit;

**WHEREAS**, Colorado's Urban Renewal Law, C.R.S. § 31-25-101, *et seq.*, specifically C.R.S. § 31-25-112, expressly authorizes municipalities and urban renewal authorities to cooperate on urban activities as set forth in this Agreement;

**WHEREAS**, after the formation of NURA in 1990, the Parties entered into a series of cooperative agreements;

**WHEREAS**, to further the goals of both Parties, and to facilitate the effectiveness of urban renewal activities within the City, the Parties desire to modify the terms of the Previous Cooperation Agreements to update the Parties' obligations to cooperate and coordinate efforts;

**WHEREAS**, this Agreement shall be governed and construed in accordance with the laws of the State of Colorado, and the Northglenn Municipal Code and Charter;

**WHEREAS**, the City and NURA desire to enter into a Cooperation Agreement respecting operating funds, support services, communications, the implementation and modification of the Northglenn Urban Renewal Plan, and related matters; and

**WHEREAS**, the Parties' obligations to coordinate and cooperate with respect to urban renewal activities shall now be subject to the terms, conditions and limitations set forth in this Agreement.

**NOW THEREFORE**, it is mutually agreed by and between each of the Parties as follows:

### I. GOVERNING TERMS

This Agreement supersedes all previous intergovernmental cooperation agreements entered into between the Parties.

## **II. ETHICS**

The Parties agree to abide by the City's Code of Ethics, as amended, currently codified in Article II of Chapter 2 of the Northglenn Municipal Code.

## **III. EMPLOYEES**

NURA shall retain the services of a Director, consultants, and other employees as necessary, in accordance with the terms of this Agreement, to serve as staff for NURA. NURA may select a member of the City staff as Director of NURA on a temporary or permanent basis, with prior approval of the City Manager. To avoid duplication of systems and/or effort, City staff may be made available to provide support services for NURA. Prior approval of the City Manager shall be required before City employees may perform support services for NURA. Services by outside consultants under contract with NURA may not be used by the City for City business without prior approval from NURA. NURA reserves the right to select a non-City Staff employee to fill the Director position. All NURA employee and NURA staffing decisions shall be made by NURA.

City employees shall protect the confidentiality of NURA documents, pursuant to the provisions of the Colorado Open Records Act, C.R.S. § 24-72-200.1, *et seq.*, as amended ("CORA").

## **IV. FACILITY USE**

By mutual agreement, the City may provide NURA with meeting and office space owned or controlled by the City, office equipment and related maintenance services. All furnishings and equipment loaned to NURA by the City shall remain property of the City. All furnishings and equipment acquired by NURA shall remain property of NURA. NURA may meet in other locations as deemed necessary by the Commissioners. NURA shall comply with all applicable City Codes, rules and regulations related to the use of office space within the City's buildings.

NURA may, at its discretion, adopt administrative practices and procedures for NURA operations, including without limitation, agenda and minute formats and approval procedures, communications procedures, record retention policies, and other related matters.

The Parties' documents, records, and executive session tapes shall not be comingled, and shall be secured in a manner mutually acceptable to the Parties. The documents shall be available pursuant to CORA and the retention schedules of the Parties. NURA shall designate an individual to serve as a custodian of NURA records.

## **V. OTHER SERVICES**

As permitted by Colorado law, the City may provide NURA with such services as NURA may require to perform its public functions, including without limitation, accounting, fund, banking management, budgetary, personnel, planning, and engineering services. Nothing herein shall be construed to prohibit NURA from contracting with, or

retaining third Parties to provide all or a portion of any services. Requests for use of City Staff to complete these activities must be approved by the City Manager and are subject to available personnel or other resources.

NURA shall be covered under the City's insurance policy; provided coverage for NURA is available under the City's policy. A certificate of that insurance along with the existing coverage shall be provided to NURA for its records.

The City shall provide NURA detailed accounting statements and records of all expenses related to City services provided to NURA on a quarterly basis. NURA shall be billed by the City quarterly. The Parties agree to establish a procedure for documenting the costs and expenses related to the support services provided by the City to NURA.

Annual or any special financial audits required of NURA by law shall be performed by the City's independent auditor. The cost of such audit or financial services shall be billed to and paid by NURA. Additional audits or audit services requested by the City shall be paid by the City, unless otherwise agreed.

## **VI. CITY AND NURA ROLES**

The Parties acknowledge that the Northglenn City Council sets goals for urban renewal by adopting the Urban Renewal Plan (the "Plan"), and, in so doing, empowers NURA to implement the Plan's provisions. The Parties acknowledge that under Colorado's Urban Renewal Law, C.R.S. 31-25-101, *et seq.*, the City Council is vested with final authority to designate areas as blighted and to approve modifications to the Plan. The Parties also acknowledge that under Colorado's Urban Renewal Law, specifically C.R.S. 31-25-105(1)(i), NURA is vested with the power to propose plans and modifications of such plans necessary to carry out the purposes of the Urban Renewal Law, and that this authority includes the power to recommend modifications to the Plan.

The Parties agree that NURA is authorized under the Colorado Urban Renewal Law to not only prevent or eliminate slum or blight, but to also prevent or eliminate the spread of slum or blight. The Parties agree that communication is crucial to effectively acting to prevent the spread of slum or blight, even beyond the Plan's boundaries, so long as there is a legitimate link to property within the Plan's boundaries and the City and NURA collaborate.

## **VII. REVIEW AND AMENDMENT OF THE PLAN**

Either the City or NURA may review the current Plan, as amended, and provide recommendations for modifications to the Plan through a collaborative effort. Factors for consideration in revising and updating the Plan may include: (1) detailed project plans for specific regions within the Urban Renewal Area; (2) detailed financing plans; (3) plans for the use of other entities to work in coordination with NURA to finance and undertake urban renewal projects; (4) prioritization of urban renewal projects and area work; and (5) possible urban renewal area boundary changes.

NURA recommendations for amendments to the Plan shall be in conformance with the Colorado Urban Renewal Law. The City shall act upon the recommendations of NURA in a timely manner. It is the Parties' intent that the City acknowledge and evaluate NURA's recommendations with reasonable diligence by timely setting NURA recommendations for City Council discussion, and by providing NURA with a proposed schedule for action.

### **VIII. IMPLEMENTATION OF THE PLAN**

The City and NURA shall provide to each other for review any prospective redevelopment agreements or other contracts relevant to the Plan; provided that neither Party shall have the obligation to reveal confidential information of a third-party, if such confidentiality is requested by the third-party.

The Parties shall use their best efforts to identify the roles of both the City and NURA with respect to a redevelopment project.

Implementation of financing mechanisms shall be reviewed and approved by the City to the extent any City funds may be involved. As part of such review and approval process, the Parties agree to use their best efforts to clarify each Party's role in a project's financing before that project proceeds to development.

Either party may request confirmation of support from the other party for a proposed activity. As soon as reasonably practical after receipt of such a request, a party shall review the proposed activity and determine whether to support the proposed activity. Although the parties shall work together in good faith to support the projects of one another, confirmation of support from one party shall not be required for the other party to proceed.

Prior approval of the City is required before NURA may exercise NURA's power of eminent domain.

### **IX. COMMUNICATION**

The Parties hereby agree that the regular and planned exchange of information is essential. The exchange of information shall be coordinated by the following individuals who shall serve as key linkages:

- NURA Executive Director
- NURA Chairman
- City Council Liaison/NURA Member
- City Manager

To the extent permitted by law, the Parties shall deliver and furnish any and all instruments, documents, materials, and information as may be reasonably required to carry out this Agreement. **At least quarterly, the Parties shall share relevant information** in one or more of the following manners:

- **NURA reports to the City regarding NURA** activities.
- **Joint meetings**, including provisions for scheduling joint work sessions.
- **Information and data of the type** that may also be shared with the public on topics relevant to NURA's mission, including gross sales tax information, employment statistics, and other information related to business activity within the City.
- City projects. The City shall use good faith efforts to inform NURA as early as possible of projects that may require NURA resources or dollars.
- The City shall be informed of the activities, functions, operations and financial conditions of NURA by the Chairman and/or the Director of NURA in the **form of written reports** to the City. NURA shall also use reasonable efforts to produce an annual report anticipated by March 1<sup>st</sup> of each year. Moreover, NURA shall use reasonable efforts to deliver reports to the City upon reasonable request by the City.
- Consistency in the Use of Communication Tools. When communicating, the Parties agree to use consistent templates for ease of understanding.

Despite the goals set forth in this Section IX, neither Party shall be considered in breach of, or in default in, its obligations with respect to this Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault.

## **X. INDEBTEDNESS**

The City and NURA acknowledge and hereby agree to comply with any and all financing provisions of Colorado's Urban Renewal Law, specifically C.R.S. § 31-25-109 (6), as it may be amended from time-to-time. No terms of this Agreement shall be construed to indicate that either party is responsible for the financial obligations of the other.

## **XI. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date and shall terminate upon thirty (30) days written notice from either Party.

## **XII. MISCELLANEOUS**

**A. Assignment.** Neither this Agreement, nor either Party's rights, obligations, duties or authority hereunder, may be assigned in whole or in part without the prior written consent of the other Party, which consent shall not unreasonably be withheld. Any such attempt of assignment shall be deemed void and of no force and effect. Consent to one assignment shall not be deemed to be consent to any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

**B. Relationship of Parties.** This Agreement does not and shall not be construed to:

1. Create a relationship of joint venturers, partners, or employer-employee between the Parties;
2. Authorize a Party to act on behalf of the other;
3. Authorize officials, representatives, consultants or employees of either Party to act as agents of the other Party; or
4. Permit a Party to assume the debts, obligations or liabilities of the other in the absence of an express written agreement.

**C. Modification.** This Agreement may be modified in whole or in part, only by an agreement in writing duly authorized and executed by the Parties. No consent of any third party shall be required for the negotiation and execution of any such agreement.

**D. Waiver.** The waiver of a breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or another provision of this Agreement.

**E. Integration.** This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

**F. Severability.** Invalidation of any of the provisions of this Agreement or of any paragraph, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, shall not affect the validity of any other provision of this Agreement.

**G. No Third Party Beneficiaries.** The benefits and burdens of the Agreement shall inure solely to the Parties. There are no third-party beneficiaries of this Agreement.

**H. Immunity – Hold Harmless Agreement.** The Parties hereto understand and agree each Party is relying on, and does not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Party, its officers, employees, or volunteers.

**I. Annual Appropriations.** Each Party's obligations hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond this current fiscal year. If funds for the purpose of this Agreement are not appropriated for any subsequent fiscal year, any obligations requiring such an appropriation shall be void and unenforceable without penalty or further obligation of either Party. This provision shall supersede any conflicting provisions in this Agreement establishing any monetary obligation beyond the current fiscal year.

IN WITNESS WHEREOF the Parties hereto have caused their names to be affixed as set forth below.

*Signatures on Following Page*



CITY OF NORTHGLENN

By: Joyce Downing 7-8-10  
Mayor Date

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM:

Cory Z. Hoff  
City of Northglenn Attorney

NORTHGLENN URBAN RENEWAL  
AUTHORITY, COLORADO

By: Phil Carney 6-30-10  
Chairman Date:

ATTEST:

[Signature]

APPROVED AS TO FORM:

[Signature]  
NURA General Counsel