



**PLANNING & DEVELOPMENT MEMORANDUM**  
**#1-2022**

**DATE:** Jan. 24, 2022

**TO:** Honorable Mayor Meredith Leighty and City Council Members

**THROUGH:** Heather Geyer, City Manager 

**FROM:** Brook Svoboda, Director of Planning & Development 

**SUBJECT:** CR-39 – Building Codes Cohort Project IGA

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**PURPOSE**

To consider CR-39, a resolution approving an Intergovernmental Agreement (IGA) with Boulder County for the City to contribute \$1,000 towards a regional collaboration on reviewing and adopting the 2021 International Energy Conservation Code with strengthening amendments, and a plan for reaching 100% net zero new construction by the mid-2030s.

**BACKGROUND**

Conversations for this collaborative cohort began in early 2021 with the communities recognizing the urgency and community-wide benefits of addressing energy use in the built environment through the adoption of the 2021 International Energy Conservation Code, with strengthening amendments, and the adoption of Net Zero New Construction Roadmaps within the communities. Reducing energy use in the community directly supports individual sustainability and planning goals and ensures that the impacts of energy use and mineral extraction industries within and surrounding the communities are mitigated to the greatest extent possible.

The communities of the City of Lafayette, Town of Erie, City of Louisville, Town of Superior, and City and County of Broomfield are planning on signing IGAs with Boulder County as well.

This collaborative approach serves two main purposes. First, communities have similarities in terms of:

1. Energy supply
2. Construction rates and trends
3. Builders and trades
4. Community interest
5. Budgetary concerns
6. Climate impacts

The communities also have related concerns about affordability, equity, resilience, and indoor/outdoor air quality. This project recognizes that one single community can't achieve a better built environment, prevent climate disruption, and mitigate energy impacts alone.

There are two tiers of communities participating: the "Full" Participant tier and the "Lite" Participant tier. Northglenn will be participating in the "Lite" tier, which includes participation in the meetings and access to all the materials. The "Full" Participant group will have customized deliverables unique to each community, additional internal review, assistance in adoption at councils and commissions, and follow up as needed. The level of participation is determined by the financial contribution from each community, with "Full" Participants committing between \$10,000 and \$15,000 and "Lite" Participants contributing up to \$6,000. Northglenn has agreed to contribute \$1,000 to the project. This amount was chosen based on the level of deliverables the city will

receive for participating at the “Lite” tier and other priorities the Sustainability Committee is discussing for 2022 that will require funds.

The total project budget is estimated to be \$79,820; the six communities in the cohort have committed \$39,820. The remaining costs are covered by grants, including \$25,000 that was awarded from the Department of Local Affairs to Boulder County and \$15,000 that Southwest Energy Efficiency Project (SWEET) obtained from the U.S. Department of Energy. SWEET is a Boulder-based public-interest organization that promotes greater energy efficiency and clean transportation in the Mountain West region.

The collaboration between the communities is key to achieving the impact desired in terms of local and state climate, efficiency, and equity outcomes.

#### **BUDGET/TIME IMPLICATIONS**

Northglenn’s participation in this project will cost \$1,000. This would come out of the \$25,000 budgeted for sustainability in the 2022 General Fund budget.

#### **STAFF RECOMMENDATION**

Staff recommends approval of CR-39, a resolution that, if approved, would authorize the Mayor to execute the Intergovernmental Agreement with Boulder County on behalf of the City.

#### **STAFF REFERENCE**

If Council members have any questions, please contact Brook Svoboda, Director of Planning & Development, at [bsvoboda@northglenn.org](mailto:bsvoboda@northglenn.org) or 303.450.8937.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-39  
Series of 2022

\_\_\_\_\_  
Series of 2022

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS ON BEHALF OF THE COUNTY OF BOULDER AND THE CITY OF NORTHGLENN FOR THE BUILDING CODES COHORT PROJECT

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

Section 1. The Intergovernmental Agreement between the Board of County Commissioners on behalf of the County of Boulder and the City of Northglenn for the Building Codes Cohort Project, attached hereto, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

\_\_\_\_\_  
MEREDITH LEIGHTY  
Mayor

ATTEST:

\_\_\_\_\_  
JOHANNA SMALL, CMC  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
COREY Y. HOFFMANN  
City Attorney

# INTERGOVERNMENTAL FUNDING AGREEMENT

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
<b>County Contact Information</b>	
Boulder County Legal Entity	Boulder County
Department	Office of Sustainability, Climate Action, and Resilience
Division/Program	N/A
Mailing Address	2025 14th Street, Boulder, CO 80302
IGA Contact – <i>Name, email</i>	Lea Yancey, lyancey@bouldercounty.org
Invoice Contact – <i>Name, email</i>	Elizabeth Bradford, ebradford@bouldercounty.org
<b>Municipality Contact Information</b>	
Legal Entity Name	City of Northglenn
Mailing Address	11701 Community Center Drive, Northglenn, CO 80233
Contact 1- <i>Name, title, email</i>	Becky Smith, Planning Manager, bsmith@northglenn.org
Contact 2- <i>Name, title, email</i>	
<b>IGA Term</b>	
Start Date	November 1, 2021
Expiration Date	December 31, 2022
<b>IGA Amount</b>	
IGA Amount	<b>\$1,000</b>
COVID-19	NO
Project #	
<b>Project</b>	
<p>The primary objective is to reduce energy use and climate emissions in the built environment through community collaboration and consistency on strengthening, updating, and adopting energy codes both now and in future code cycles, aiming for net zero new construction by the mid-2030s. This project includes two parts: Collaboration on reviewing and adopting the 2021 International Energy Conservation Code (IECC) with strengthening amendments, and a plan for reaching 100% net zero new construction by the mid-2030s.</p>	
<b>IGA Documents</b>	
N/A	
<b>IGA Notes</b>	
<i>Additional information not included above</i>	

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Sustainability, Climate Action, and Resilience ("County") and City of Northglenn ("Contributor"). County and Contributor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this IGA, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into IGA: The **Details Summary** is incorporated into this IGA.
2. Project to be Completed: County will use the **IGA Amount** solely in connection with completing the **Project**.
3. Contribution to the Project: Contributor will pay the IGA Amount to the County upon execution of IGA in consideration of County's commitment to complete the Project.
4. Liability: Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the IGA, the limitations on liability that are provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.
5. Notices: All notices provided under this IGA must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.
6. Statutory Requirements: This IGA is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the Contributor receives a claim for payment from a supplier or subcontractor of County upon notice of final settlement (required for public works IGAs that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.
7. Entire Agreement/Binding Effect/Amendments: This IGA represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This IGA terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to funding for the project. This IGA may be amended only by a written agreement signed by both Parties.
8. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this IGA. Any claim relating to this IGA or breach thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
9. Breach: The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA. All remedies available to a Party in this IGA are cumulative and in addition to every other remedy provided by law.
10. Severability: If any provision of this IGA becomes unenforceable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the IGA will continue to be operative and binding on the Parties.
11. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this IGA are reserved to the Parties. Any other person receiving services or benefits under this IGA is an incidental beneficiary only and has no rights under this IGA.
12. Colorado Open Records Act: Either Party may disclose any records related to this IGA

that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

13. Governmental Immunity: Nothing in this IGA shall be construed in any way to be a waiver of either party's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

14. Tax Exemption: The Parties are exempt from payment of Federal, State, and local government taxes.

15. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the performing **Department** and their designees to act on behalf of the County under the terms of this IGA, including but not limited to the authority to terminate this IGA.

16. Execution by Counterparts; Electronic Signatures: This IGA may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121. The Parties will not deny the legal effect or enforceability of this IGA solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this IGA in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

17. Limitation of Liability: THE PARTIES SHALL NOT BE LIABLE TO ONE ANOTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS IGA, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES' AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS IGA, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER.

18. Legal Interpretation. Each Party recognizes that this IGA is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

19. Insurance: Each Party is a "public entity" under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. § 24-10-114, as amended.

**[Signature Page to Follow]**

IN WITNESS WHEREOF, the Parties have executed and entered into this IGA as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contributor
Signature:		Signature:
Name: Susie Strife		Name: Meredith Leighty
Title: Director of Sustainability, Climate Action & Resilience		Title: Mayor
Date:		Date:
↓↓For Board-signed documents only↓↓		
Attest Signature:	Initial	
Attestor Name:		
Attestor Title:		