

INTERGOVERNMENTAL AGREEMENT BETWEEN

the City of Steamboat Springs (Fiscal Agent) and named Yampa Valley Jurisdictions (Partners) for the Northwest Colorado Regional Peak Power Shaving and Net Metering Solar Planning Project

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2020 by and between the City of Steamboat Springs, (the "City"), acting as the fiscal agent for the grant and Moffat County, City of Craig, Moffat County School District, Memorial Regional Health, Town of Hayden, Town of Yampa, and Routt County, known as the Solar Planning Project Partners (the "Partners"), collectively "Parties".

BACKGROUND

WHEREAS, the City applied for and received a grant from the State of Colorado Department of Local Affairs ("DOLA") to conduct the Northwest Colorado Regional Peak Power Shaving and Net Metering Solar Planning Project (the "Grant"), which consists of hiring a contractor to conduct a feasibility study for identified sites in order to offset power consumption, generate revenues and/or provide for electric supply resiliency for the City and each of the Partners (the "Solar Planning Project"); and

WHEREAS, the City applied for the grant, together with letters of support and participation from the Partners, which satisfied the criteria of DOLA that a grant request of this assistance would be a regional project that included the future needs of the Partners made up of similarly situated communities and governmental interests in the Yampa Valley region; and

WHEREAS, the Grant was awarded in the amount of up to \$200,000 consisting of 75% of the total project, together with a 25% match of up to \$66,667 from the City of Steamboat Springs and the Partners for a total project amount of up to \$266,667; and

WHEREAS, the mission and purpose of the Grant is to hire a qualified and experienced contractor to determine the feasibility and design of solar arrays at identified buildings as identified in the attached Request For Proposals; and

WHEREAS, the City and each of the Partners desire to cooperate in jointly funding and obtaining the feasibility study as set forth above; and

WHEREAS, the feasibility study and ultimately the Solar Planning Project benefits the citizens of the City and the citizens of each of the Partner public entities.

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Parties hereto agree as follows:

I. CITY OF STEAMBOAT SPRINGS AS THE FISCAL AGENT

1. The City will continue in its role as the lead agency for this planning project. The City will conduct a formal bid process to obtain a qualified contractor for the Project. This will involve preparing a scope of services and an RFP bid package in coordination with the Partners.
2. The City will provide all qualified proposals to partners for their evaluation. Partners will review proposals and make a recommendation regarding the preferred vendors.

3. If no proposals meet the needs of the City and its partners, the City and partners will meet to jointly determine how to move forward.
4. The Steamboat Springs City Manager will accept the winning proposal based on City and partner recommendations.
5. The City will manage the project and will provide updates and information from the consultant to partners in a timely manner.

II. FINANCIAL CONTRIBUTIONS TO THE MATCH MONEY

1. The maximum amount of the match money to be paid by the City of Steamboat Springs and the Partners is \$67,000, which will be shared between all the parties to this Agreement. The facilities included in the planning project, and the funding allocation for each of the entities currently is as follows:

A. City of Craig	\$18,800
1. Waste Water Treatment Facility	
2. Water Treatment Plan	
B. City of Steamboat Springs	\$22,500
1. Waste Water Treatment Plant	
2. Howelsen Ice Center	
C. Moffat County School District	\$5,000
1. Moffat County High School Campus	
D. Moffat County	\$7,000
1. Moffat County Safety Center	
E. Memorial Regional Health	\$5,000
1. Memorial Regional Health Hospital Campus	
F. Routt County	\$5,000
1. Yampa Valley Regional Airport	
G. Mt. Werner Water	\$5,000
1. Mount Werner Water Treatment Plant	
H. Town of Hayden	\$1,000
1. Water Treatment Plant	
2. Waste Water Treatment Plant	
3. Police Station	
4. Hayden School District Secondary Site Redevelopment Building	
I. Town of Yampa	\$200
1. Sewer Treatment Plant	
2. Old Town Hall / Emergency Services Building	

2. Such monies will be paid to the City, who will disburse the funds to the contractor as required. Any funds remaining after paying all obligations under the grant and contract with the contractor, will be refunded to the Partners on a pro rata basis.

III. GENERAL TERMS

1. Faith and Credit. Neither Party shall extend the faith or credit of the other to any third person or entity. This Agreement is not and shall not be construed to be a joint venture between the City and the Partners.
2. Amendments and Exhibits. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties.
3. Notice. Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or City. Such notice shall be deemed to have been given when deposited in the United States mail. The parties anticipate communicating about ongoing issues by email.

CONTACT LIST:

City of Craig
Attn: Peter Brixius
300 W. 4th Street
Craig, CO 81625
(970) 826-2023
pbrixius@ci.craig.co.us

Mount Werner Water
Attn: Frank Alphone
PO Box
Steamboat Springs, CO 80477
(970) 879-
falphone@mwwater.com

City of Steamboat Springs
Attn: Winnie DelliQuadri
137 10th Street
Steamboat Springs, CO 80477
(970) 871-8257
wdelliquadri@steamboatsprings.net

Routt County / YVRA
Attn: Kevin Booth
P.O. Box 773598
Steamboat Springs, CO 80477
(970) 879-0108 Ext. 311
kbooth@co.routt.co.us

Moffatt County School District
Attn: David Ulrich
600 Texas Avenue
Craig, CO 81625
(970) 824-3268
Dave.Ulrich@moffatsd.org

Town of Hayden
Attn: Mathew Mendisco
P.O. Box 190
Hayden, CO 81639
(970) 276-3741
mathew.mendisco@haydencolorado.org

Memorial Regional Health
Attn: Jennifer Riley
750 Hospital Loop
Craig, CO 81625
(970) 824-9411
Jennifer.Riley@memorialrh.org

Town of Yampa
Attn: Robert A. Symons
P.O. Box 224
Yampa, CO 80483
(970) 638-4511
eeecu@yahoo.com

Moffat County
Attn: Ray Beck / Jeff Comstock
221 W. Victory Way, Ste 130
Craig, CO 81625
(970) 826-3400
jcomstock@moffatcounty.net
rbeck@moffatcounty.net

1. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Routt, State of Colorado.
2. Provisions Construed as to Fair Meaning. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party as the source of the language in question.
3. No Implied Representations. No representations, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically stated in this Agreement.
4. No Third-Party Beneficiaries. None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Partner receiving services or benefits under this Agreement shall be only an incidental beneficiary.
5. Integrated Agreement and Amendments. This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein. The Parties shall only amend this Agreement in writing with the proper official signatures attached hereto.
6. Waiver. No waiver by any Party of any breach or default under this Agreement shall be a waiver of any other or subsequent breach or default.
7. Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
8. Unconstitutionality. If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
9. Governmental Immunity. The Parties hereto understand and agree that the Parties, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, 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 from time-to-time amended, or otherwise available to the Parties their officers, or their employees.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the date first above written.

CITY OF STEAMBOAT SPRINGS

By: _____ Date: _____

Jason Lacy, City Council President

REGIONAL PARTNER

By: _____ Date: _____

Title: _____