

JOINT ENTITY INTERGOVERNMENTAL AGREEMENT

This JOINT ENTITY INTERGOVERNMENTAL AGREEMENT is entered into by and between the CITY AND COUNTY OF DENVER (“Denver”), a home rule municipal corporation of the State of Colorado, and THE COUNTY OF ADAMS, COLORADO (“Adams County”), acting on behalf of the AIRPORT COORDINATING COMMITTEE, (“ACC”), pursuant to Article XIV, Section 18(2)(a) and Section 29-1-201, *et seq.* of the Colorado Revised Statutes, to be effective December 31, 2016 (“Effective Date”).

RECITALS

- A. Denver and Adams County previously entered into an Intergovernmental Agreement on Annexation and an Intergovernmental Agreement on a New Airport, both dated April 21, 1988 (the “1988 Agreements”), providing for the detachment of territory from Adams County and the annexation of that land into Denver County pursuant to Section 30-6-109.5 of the Colorado Revised Statutes, which resulted in the construction, opening and operation of Denver International Airport (“DEN”) in Denver.
- B. Denver, Adams County and the ACC Municipalities, with approval of voters in Denver and Adams County, amended the 1988 Agreements pursuant to the terms of an Amendatory Intergovernmental Agreement, effective January 1, 2016.
- C. Section 11.8 of the Amendatory Intergovernmental Agreement requires Denver and the ACC to “form a new regional entity to promote and market development opportunities on and around the New Airport and assist in coordinating land use and infrastructure planning efforts by the respective jurisdictions on and around the New Airport.”
- D. The purpose of this Agreement is to form the new regional planning and marketing entity in satisfaction of the obligation under Section 11.8 of the Amendatory Intergovernmental Agreement. By entering into this Agreement, the parties intend to be equal partners in the new regional entity.
- E. Nothing in this Agreement alters or amends the Amendatory Intergovernmental Agreement.

NOW THEREFORE, the parties hereby establish a joint entity (the “Entity”) in accordance with the following:

I. DEFINITIONS

As used in this Agreement, the words or phrases defined in this Article shall have the following meanings, unless the context otherwise clearly requires. Any capitalized term not defined herein shall have the definition set forth in the 1988 Agreements, as amended by the 2016 Amendatory Intergovernmental Agreement.

1.1 Airport Coordinating Committee (ACC) shall mean the committee formed by separate intergovernmental agreements, as amended, currently consisting of Adams County, Aurora, Commerce City, Brighton, Thornton, and Federal Heights, but which may be modified by

future amendments to the ACC's intergovernmental agreements, that exists for the purpose of formulating common positions between and among the parties to those agreements in regard to the New Airport and the relationship of those governmental entities to the New Airport.

II. PURPOSE AND FUNCTIONS OF JOINT ENTITY

2.1 The purpose and function of the Entity shall be to promote and market development on and around DEN to leverage the region's proximity to the Airport and to assist in coordinating land use and infrastructure planning efforts by the jurisdictions on and around DEN, and take such further actions as necessary to effectuate the goals of the Entity.

2.2 The Entity shall have no authority to regulate or otherwise control land use or development within any local government jurisdiction.

III. BOARD COMPOSITION AND AUTHORITY

3.1 The Entity shall be governed by a board of directors, composed of eight (8) individuals. Four (4) directors shall be appointed by the ACC, and four (4) directors shall be appointed by Denver.

3.2 The ACC and Denver, respectively, shall have unfettered discretion in making and removing their appointments to the board of directors. Appointees may consist of elected officials, city managers, governmental staff, or other individuals deemed appropriate in the sole discretion of the appointing party.

3.3 The board of directors shall create by-laws and policies suitable to effectuate the purpose and function of the Entity as provided in Section 2.1, subject to the limitations in Section 2.2, which by-laws and policies shall be submitted to the ACC and Denver for approval by March 31, 2017.

3.4 The board of directors shall, no later than June 30, 2017, develop a plan and approach for effectuating the purpose and function of the Entity, which plan shall address, for example and without limitation: (i) the need to hire staff and/or retain professional services to assist the Entity in the performance of its duties, (ii) the geographic area within which the Entity will focus its initial marketing, land use and infrastructure planning responsibilities, (iii) the need to establish subcommittees and/or working groups, (iv) the relationship between and among the Entity and existing economic development corporations and similar entities with potentially overlapping purposes, and (v) the initial programs, projects and initiatives to be pursued by the Entity.

IV. FUNDING

4.1 The board of directors shall estimate the funds necessary to effectuate the purpose and function of the Entity and propose an initial funding scheme to the ACC and Denver in conjunction with a budget proposal no later than March 31, 2017, for the remainder of Fiscal Year 2017, and for each succeeding fiscal year, within a time frame sufficient for budgeting purposes.

4.2 In the event the board of directors makes a budget proposal to Denver or Adams County in accordance with Section 4.1, Denver's and Adams County's payment obligations shall extend only to funds appropriated annually by the respective governing bodies and encumbered for the purpose of this Agreement. Neither Denver nor Adams County by this Agreement irrevocably pledges cash reserves for payment or performance in future fiscal years, and this Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Denver or Adams County.

V. REPORTING OBLIGATIONS

5.1 The Entity shall provide Adams County, on behalf the ACC, and Denver with a semi-annual report on its operations, as well as timely provide copies of its meeting minutes to the ACC and Denver.

VI. GENERAL PROVISIONS

6.1 This Joint Entity Intergovernmental Agreement is perpetual in term.

6.2 This Joint Entity Intergovernmental Agreement may be altered, amended, or modified by an instrument in writing if approved by Adams County on behalf of the ACC and Denver in a manner consistent with Section 29-1-203 of the Colorado Revised Statutes. Neither this Agreement, nor any provision hereof, can be changed, modified or abandoned, in whole or in part, except by an instrument in writing, and no subsequent oral agreement shall have any validity.

6.3 This Joint Entity Intergovernmental Agreement may be executed in counterparts, each of which is an original and together constitute the same instrument.

6.4 Each party hereby represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution, or action passed or taken, to enter into this Joint Entity Intergovernmental Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Entity Intergovernmental Agreement.

CITY AND COUNTY OF DENVER

THE COUNTY OF ADAMS
(on behalf of the Airport Coordinating Committee)

Contract Control Number:

By: _____

Name: _____
(please print)

Title: _____
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____

