

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE COLORADO SCHOOL OF
MINES AND THE CITY OF GOLDEN REGARDING OPERATIONAL
COOPERATION AND COORDINATION**

This Intergovernmental Agreement (IGA) is entered into between the City of Golden, hereinafter “Golden” and the Colorado School of Mines, hereinafter “Mines” on the last date written below.

WHEREAS, The City of Golden and the Colorado School of Mines are longstanding institutions that have grown and thrived together as neighbors over a period of nearly 150 years; and

WHEREAS, it is the intent and desire of the parties to work in collaboration to best serve the interests of each party and of the community;

WHEREAS, it is the intent and desire of the parties to replace and supersede an existing Intergovernmental Agreement pertaining to traffic and parking control dated December 7, 1995, including any and all formal and informal amendments to that agreement; and

WHEREAS, the parties desire to formalize their arrangement in this Agreement in order to clarify expectations of the parties with respect to various operations, including transportation, pedestrian and vehicular traffic and parking, drainage, and utilities.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties agree as follows:

1. Transportation.

The parties will collaborate on a joint data collection effort to understand and manage transportation systems that impact both Mines and Golden, any associated cost of this data collection and traffic analysis shall be split evenly between parties. This effort began in 2019, and the parties agree to update the data once during the term of this Agreement. It is anticipated that the update will occur in 2022 in order to reflect traffic conditions related to the new Maple Street parking garage.

2.

Vehicular and Pedestrian Traffic and Parking. The parties agree to collaborate on the following activities related to vehicular and pedestrian traffic and parking:

- a. Pursuant to its authority under C.R.S. § 23-5-107, Mines will continue to develop, expand and manage off-street campus parking facilities, in order to provide parking facilities adequate for its students, faculty, staff, partners, and visitors.

- b. Golden shall have responsibility for the posting or placement of signs and devices in Golden municipal street rights of way as authorized by Golden, in compliance with all city codes, rules, and regulations.
- c. Mines and Golden will continue to evaluate how Mines students, faculty, and staff utilize parking areas on Golden municipal streets located within, and near, the Mines campus. Consistent with efforts started in 2018, Mines and Golden have been coordinating their own parking management programs, and currently intend to continue to do so as generally characterized below:
 - i. Golden has two residential neighborhood permit parking programs for areas north (zone 1), and south and east of campus (zone 2). On-street parking in these areas is limited to either permit holders from the specific zone, or permit holders and 2 hour general parking.
 - ii. Golden has a system in the Golden downtown core where downtown employees are able to secure permits for specific locations, where all streets allow 2 hour free parking and where city lots and parking structures are available on a paid basis, with the first 2 hours free.
 - iii. Mines issues different classes of permits to students, faculty and staff. These permits allow the holder to park in specific locations. Holders of a Mines' issued permit can be authorized to park, or prohibited from parking, by Mines, on Golden Municipal streets within the campus core and on streets adjacent to Mines property, Golden agrees with Mines process as Golden views this as proper management by Mines of its affiliates.
 - iv. Mines manages parking by students, faculty staff, and campus visitors, but not the general public, on Golden Municipal streets within campus limits.
 - v. Mines provides paid visitor parking opportunities in many of its off-street lots.
- d. Mines acknowledges that as it acquires properties outside of the traditional campus areas, it will not be feasible or practical to utilize Golden Municipal streets surrounding the area of any such new acquisitions to meet Mines' parking requirements. Mines will not seek to implement an on-street parking management system for students, faculty, or staff that includes parking on 19th Street, Washington Avenue, or any street east of Washington Avenue, unless specifically provided for in a separate intergovernmental agreement between the parties.
- e. Mines and Golden agree that pedestrian circulation and safety is a vital element of campus life and the community as a whole. As such, Mines and Golden staff will coordinate proposals for traffic flow improvements and designated pedestrian crossings, relying on sound engineering and Golden's adopted manual.

- f. Mines and Golden have coordinated plans and programs for management of snow and ice. The respective Snow and Ice Plans are coordinated annually by Mines and Golden staff members.

3. Drainage.

- a. Golden is obligated by its MS4 Stormwater Permit, issued by the Colorado Department of Public Health and Environment, to enforce all applicable stormwater quality requirements on all disturbance and construction activities in Golden. Mines and its contractors will comply with such adopted regulations.
- b. Such disturbance and construction activities may also include the design and implementation of permanent best management practices (BMPs) related to stormwater quality. Mines' projects will continue to incorporate such BMPs in compliance with adopted standards, currently including the Urban Drainage Volume 3 (as amended).
- c. Per Golden requirements, stormwater detention is triggered by an increase in impervious area for a project or defined group of projects greater than 10,000 square feet. Golden has previously granted to Mines a storm water exception for detention on the southern portion of Mines' campus when storm water was diverted during the 19th street overpass project. Even when additional detention is not mandated, Mines and Golden recognize that peak rainfall events have impacts on campus and in community areas "downstream". Mines and Golden will look to implement measures to lessen the impacts of drainage flows, in general, and specifically in project design. Drainage reports in accordance with Golden's adopted preparation and submittal requirements will be timely submitted, with no project area disturbance until such drainage plans are approved.

4. City Water, Wastewater and Storm Drainage Utilities

- a. Mines will submit for review and approval, and obtain necessary permits when applicable, applications, plans, specifications, details and other forms and submittals in accordance with City of Golden standards, specifications, and requirements for any work that includes:
 - Addition, removal or relocation of any public water, sewer, or stormwater mains, facilities or appurtenances.
 - Addition, removal or relocation of any taps, services, or connections to City of Golden water, sewer or stormwater distribution or collection systems.
 - Payment of all applicable fees, including without limitation System Development Fees and user fees for any new connections to public Water, Sanitary Sewer or storm water system, in accordance with the utilities provisions of the City of Golden Municipal Code.
- b. Upon written request, Mines and Golden will share as-built information for any existing or newly placed utility within Public Rights of Way. As-built information shall include documented locations of said utilities.

5. Non-City Owned Utilities within City Rights of Way

- a. Mines will submit plans and specifications for review and approval by Golden of any new utility proposed to be placed or operated by Mines within Golden rights of way, specifically including Mines utility steam tunnels, prior to commencement of any work in such right of way.
- b. Mines will submit as-built information for any newly placed utility operated within Golden rights of way. As-built information shall include documented locations of said utilities. As built information for existing utilities will be provided if readily available.
- c. Golden shall not unnecessarily interfere with or disturb Mines' utilities within Golden rights of way. In the event that non-emergency work within Golden rights of way may interfere with Mines' utilities, Golden will make all reasonable efforts to provide Mines a minimum thirty (30) days' notice of proposed work.
- d. Mines shall at its sole cost and expense temporarily or permanently remove, relocate, change or alter the position of any Mines' utilities in Golden rights of way, excluding Mines utility tunnel infrastructure that are in existence as of the date of this Agreement, the location of which has been identified by Mines, and excluding any Mines utility that are approved by Golden pursuant to subparagraph a above, whenever Golden shall determine that such removal, relocation, change or alteration is necessary for the completion of any Public Project. For all relocations, Mines and Golden agree to cooperate on the location and relocation of the Mines' utilities in Golden rights of way in order to achieve relocation in a reasonably efficient and cost-effective manner. Notwithstanding the foregoing, once Mines has relocated any utilities at Golden's direction, if Golden requests that the same Mines' utilities be relocated within two years, the subsequent relocation shall not be at Mines' expense. For the purposes of this agreement, Public Project means (1) any public work or improvement within the City that is or will be wholly or beneficially owned by the City; or (2) any public work or improvement within the City Where fifty percent (50%) or more if the funding is provided by any combination of the City, the federal government, the State of Colorado any Colorado county, the Regional Transportation District, or any other governmental entity, but excluding all other entities established under Title 32 of the Colorado Revised Statutes.

6. Work in Public Rights of Way

- a. Mines will utilize licensed and insured contractors and require contractors to obtain permits for all work within Golden rights of way.

7. Campus Operations. The parties acknowledge that, from time to time, Mines has temporary construction activities, and also hosts events, such as athletic competitions and

other event programming, that generally take place on evenings and weekends outside hours outlined below.

- a. Noise. Mines will use reasonable efforts to minimize noise levels related to normal campus operations and activities prior to 7:00 a.m. and after 7:00 p.m. in accordance with the permissible noise levels set forth for light industrial zones under C.R.S. 25-12-103. Reasonable exceptions to permissible noise levels include Mines' temporary construction activities as scheduled, seasonal maintenance activities, and sponsored events including, but not limited to, athletic events, special programming such as homecoming, e-days, commencement, and fireworks displays.
 - b. Lighting. Mines will use reasonable efforts to minimize direct light and glare from impacting adjacent private properties at an elevation equal to that at the base of the lighting at the subject site. Mines shall consider the utilization of shrouding, placement, and/or other design features to reduce negative lighting impacts without compromising campus safety and security.
 - c. Vendors and Subcontractors and Facility Users. Mines shall communicate the above expectations and standards related to parking, noise levels, and lighting, to all of its vendors and subcontractors, and any other entities contracting for use of Mines facilities, and contractually require compliance therewith, where practical.
 - d. Point of Contact. Mines shall maintain an operational point of contact for which members of the public can direct all questions and/or concerns related to campus operations and activities. Mines shall make the contact information for such person publicly available on its website.
8. Miscellaneous Provisions.
- a. Term and Termination. The initial term of this Agreement shall commence upon the date of the latest signature of either party, and shall expire on December 31, 2025 ("Initial Term"), unless earlier terminated as provided herein or extended by mutual, written agreement signed by duly authorized representatives of the Parties. Either Party may terminate this Agreement by providing ninety (90) days advance written notice to the other Party.
 - b. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as applicable now or hereafter amended.
 - c. Subject to Annual Appropriation. Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution Article X, Section 20. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either party not performed during the current fiscal year is subject to

annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. Any failure of either party annually to appropriate adequate monies to finance its obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the other party of any failure to appropriate such adequate monies.

- d. Police Powers Reserved. This agreement shall not be construed as a waiver by either party of any police powers to which they are entitled to under law, said powers being fully reserved to the respective parties.
- e. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.
- f. Counterparts. This Agreement may be executed in multiple counterparts, each of which is to be deemed original for all purposed, but all of which together shall constitute one and the same instrument.

CITY OF GOLDEN

**STATE OF COLORADO, acting by and
through the Board of Trustees of the
Colorado School of Mines, for and on behalf
of the Colorado School of Mines**

By: _____
Laura Weinberg
Mayor
City of Golden

By: _____
Paul C. Johnson
President
Colorado School of Mines

Date: _____

Date: _____