

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON
AND SCHOOL DISTRICT 27J CONCERNING THE INTENT TO PURCHASE
PROPERTY FOR A FUTURE SCHOOL SITE**

THIS AGREEMENT is entered into by and between the City of Thornton, a Colorado home rule municipality (the “City”), and School District 27J, a political subdivision of the State of Colorado (the “School District”), to be effective as of the ____ day of _____, 2023 (the “Effective Date”). The City and the School District may be referred to herein collectively as the “Parties” or each individually as a “Party.”

RECITALS

A. The City purchased approximately 25.92 acres of property generally located at 15380 Holly Street and consisting of two parcels, identified and described as Edstrom Subdivision Exemption, Parcel A, PIN 0157108000010, which is approximately 15.92 acres in size, and Lot 1, Brown Tract, PIN 0157108001001, which is approximately 10.00 acres in size (collectively, the “Property”) for a total purchase price of \$2,200,000.

B. The City closed on its purchase of the Property on June 27, 2022.

C. The School District acquired the Ferguson property at 6201 E. 152nd Avenue south of the Property, closing on the Ferguson property on January 10, 2022 (“School District Property”).

D. Local governments are encouraged and authorized to cooperate or contract with other units of government, pursuant to C.R.S. § 29-20-105, for the purpose of planning or regulating the development of land, including, but not limited to, the joint exercise of planning, zoning, subdivision, building, and related regulations.

E. C.R.S. § 22-54-102(3)(a) authorizes local governments to cooperate with school districts through intergovernmental agreements to fund, construct, maintain, or manage capital construction projects, or other facilities as set forth in section 22-45-103(1)(c)(I)(A) or (1)(c)(I)(D), provided that funding for such projects is provided solely from a source of local government revenue that is otherwise authorized by law except impact fees or other similar development charges or fees.

F. The School District and the City wish to continue and improve close cooperation with respect to managing the orderly growth of the community by identifying potential public school site locations.

G. The Parties acknowledge that growth in residential land development and the construction of new residential dwellings in the City necessitates the acquisition of additional public school sites to accommodate the corresponding increases in the student population.

H. The Parties agree that a portion of the Property of the City, when combined with the School District Property to the south, would be an appropriate location for a new school.

I. The City and School District have agreed to enter into an intergovernmental agreement to document their cooperation with respect to an intended purchase of a portion of the Property by the School District from the City for the purpose of constructing a school to meet the needs of students in the surrounding area in the future.

AGREEMENT

NOW, THEREFORE, in consideration of the objectives and policies expressed in the recitals and the mutual promises contained in this Agreement, the City and School District agree as follows:

1. **Acknowledge the School District’s interest in purchasing and the City’s interest in selling a portion of the Property for a future school site.** The City shall keep the School District apprised of any changes related to Property acquired by the City including status updates related to the annexation of the Property into the City and other site analyses or work. The School District hereby expressly confirms its interest in purchasing 10 acres of the Property (the “School Parcel”) for development of a school subject to the terms of a future agreement or amendment to this agreement. The approximate location of the School Property is shown on the attached Exhibit A.
2. **Right of First Refusal.** The City shall grant, and the School District shall have, the right of first refusal for the purchase of the portion of Property identified in Exhibit A as the School Property. The Parties shall work together to negotiate the reasonable sale for the benefit of the community both Parties serve.
3. **Term; Expiration.** This Agreement shall commence on the Effective Date and expire on the two year anniversary thereof, unless earlier terminated or extended in accordance with the terms hereof.
4. **Other Agreement Provisions**
 - a. **Notice.** Any formal notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered or served by e-mail. Notice shall also be sufficient 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. Such notice shall be deemed to have been given when received by the other party.

City of Thornton
City Manager
9500 Civic Center Drive
Thornton, CO 80229
citymanager@thorntonco.gov

With a copy to:
City Attorney
9500 Civic Center Drive

Thornton, CO 80229
attorney@thorntonco.gov

School District 27J
Attention: Superintendent
18551 E 160th Avenue
Brighton, CO 80601

- b. **Mutual Understanding.** The Parties hereby affirm and agree that the intent of the Parties is for the City to pursue annexation and subdivision of the Property, and ultimately sell the School Property to the School District. The Parties will work toward this end with the understanding that both Parties may incur costs or obligations prior to the sale of the School Property to the School District. At any point if there is an ambiguity or disagreement as to responsibility for costs under the terms hereof, the Party benefitting from the cost or obligation shall be responsible for that cost or obligation.
- c. **Termination or Default.** This Agreement may be terminated at any time by either Party upon thirty (30) days' prior written notice to the other Party and shall automatically terminate in the event that the sale of the School Property to the School District does not occur within two years after the Effective Date of this Agreement unless mutually extended by the Parties. In the event of any termination, any costs or obligations incurred through the date of termination shall be paid and settled between the Parties per the terms of paragraph b. above.
- d. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought only in the County of Adams, State of Colorado.
- e. **Severability.** If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional for any reason, such decision shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.
- f. **Recording.** The School District and the City may record this Agreement, and both Parties shall receive a copy of the recorded Agreement in such event.
- g. **Compliance with Law.** This Agreement shall be administered consistent with all current and future laws, rules, ordinances, and regulations concerning land dedication or conveyance for public school sites, or payment of cash in lieu of land dedication or conveyance for public school sites.
- h. **No Third Party Beneficiaries.** This Agreement is intended to describe the rights and responsibilities only as to the Parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

- i. **Financial Obligations.** This Agreement shall not be deemed a pledge of the credit of the City or the School District, or a collection of payment of guarantee by the City to the School District. Nothing in this Agreement shall be construed to create a multiple-fiscal year direct or indirect municipal debt or municipal financial obligation.
- j. **Amendments.** This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as according in this Agreement. The Parties acknowledge that future amendments are probable as additional terms may be identified during the planning and development processes.
- k. **Waiver.** A waiver by any Party of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- l. **Execution.** This Agreement shall not be binding upon any Party hereto unless and until the governing entities of each party have formally approved this Agreement as required by law and caused the Agreement to be signed in a manner and by authorized persons consistent with applicable statute, policy, ordinance or resolution.
- m. **Execution in Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement which shall be in full force and effect the day and year first above written.

CITY OF THORNTON
a Colorado home rule municipality

By: _____
Kevin S. Woods, City Manager

ATTEST:

Kristen N. Rosenbaum, City Clerk

APPROVED AS TO LEGAL FORM:

Tami Yellico, City Attorney

SCHOOL DISTRICT 27J

By: _____
President, Board of Education

ATTEST:

Secretary

APPROVED AS TO LEGAL FORM:

School District Attorney

Exhibit A

