

SUBJECT: RESOLUTION NO. 42, SERIES 2025 – A RESOLUTION
APPROVING A FOURTH AMENDED AND RESTATED
COOPERATION AGREEMENT WITH THE LOUISVILLE
REVITALIZATION COMMISSION

DATE: JULY 8, 2025

PREPARED BY: COREY HOFFMANN, LRC ATTORNEY
KATHLEEN KELLY, CITY ATTORNEY

PRESENTED BY: KATHLEEN KELLY, CITY ATTORNEY

SUMMARY:

The City and the LRC have had a longstanding cooperation agreement addressing the functions of the LRC and providing for support and oversight by the City. Amendments to the cooperation agreement were discussed by the City Council and LRC on March 11, 2025, which are intended to streamline the LRC's ability to conduct its business, particularly with contracts and adoption of its annual budget.

BACKGROUND / PRIOR DISCUSSIONS:

The amendments proposed are consistent with the discussions at the joint meeting of the City Council and LRC on March 11, 2025.

ANALYSIS:

The existing cooperation agreement represents a greater level of oversight by the City Council of LRC matters than is set forth in the state statutes. The amendments to the cooperation agreement are intended to more closely follow the structure and functionality of an urban renewal authority under state law.

2025 COUNCIL WORK PLAN:

This agreement is not identified in the *2025 Council Work Plan*. With regard to EDI and Environmental Sustainability, revitalization and elimination of blight within the urban renewal areas of the City generally supports both of these City policies.

FISCAL IMPACT:

Budgeted?: **Not Applicable**

ALTERNATIVE(S):

City Council could take no action on the proposed Fourth Amended and Restated Cooperation Agreement, in which case the Third Amended and Restated Cooperation Agreement will continue to control the activities of the LRC as set forth in the agreement.

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RECOMMENDATION:

Staff recommends City Council adopt Resolution No. 42, Series 2025 Approving a Fourth Amended and Restated Cooperation Agreement

ATTACHMENT(S):

1. Resolution No. 42, Series 2025
2. Redline of Fourth Amended and Restated Cooperation Agreement
3. Clean version of Fourth Amended and Restated Cooperation Agreement

**RESOLUTION NO. 42
SERIES 2025**

**A RESOLUTION APPROVING A FOURTH AMENDED AND RESTATED
COOPERATION AGREEMENT WITH THE LOUISVILLE REVITALIZATION
COMMISSION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE,
COLORADO:**

Section 1. The City Council hereby approves the Fourth Amended and Restated Cooperation Agreement between the City and the Louisville Revitalization Commission (the “Agreement”) in substantially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City, and the Mayor is hereby further authorized to negotiate and approve such revisions to the Agreement as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this ____ day of _____ 2025.

Christopher M. Leh, Mayor

ATTEST:

Genny Kline, Interim City Clerk

FOURTH AMENDED AND RESTATED COOPERATION AGREEMENT

This Fourth Amended and Restated Cooperation Agreement (the Fourth Amended and Restated Cooperation Agreement) is made as of _____, 2023 2025, by and between the CITY OF LOUISVILLE, COLORADO (the City) and the LOUISVILLE REVITALIZATION COMMISSION (the LRC). The City and the LRC are sometimes referred to herein individually as a Party and collectively as the Parties.

RECITALS

A. The City is a home-rule city and municipal corporation duly organized and existing under and pursuant to Article XX of the Colorado Constitution and Charter of the City (the Charter).

B. The LRC is a public body corporate and politic authorized to transact business and exercise its powers as an urban renewal authority under and pursuant to the Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the Act Urban Renewal Law).

C. The City and the LRC entered into that Cooperation Agreement dated December 5, 2006 (the "Original Cooperation Agreement").

D. The City and the LRC thereafter entered into that Amended and Restated Cooperation Agreement dated April 5, 2011 (the "First Amended and Restated Cooperation Agreement").

E. The City and the LRC subsequently entered into another Amended and Restated Cooperation Agreement dated November 17, 2015 (the "Second Amended and Restated Cooperation Agreement").

F. The City and the LRC subsequently entered into that Amended and Restated Cooperation Agreement dated May 16, 2023 (the "Third Amended and Restated Cooperation Agreement").

G. The City and the LRC now desire to enter into this Fourth Amended and Restated Cooperation Agreement (the "Fourth Amended and Restated Cooperation Agreement") to memorialize all updated aspects of the relationship between the City and the LRC.

~~C.H.~~ H. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Fourth Amended and Restated Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the following terms and conditions, the Parties agree as follows:

1. Advance of Operating Funds by the City. The City may annually advance to the LRC an amount of operating funds (Operating Funds) to be determined by appropriation by the City Council of the City. Operating Funds shall be used by the LRC for operating, administrative, consulting and other costs incurred by the LRC in accordance with the Act, including, without limitation, the costs and expenses of Support Services described in Section 2, below. Operating Funds shall be paid directly to the LRC to be used in accordance with the Act, this Fourth Amended and Restated Cooperation Agreement and the ~~City approved~~ LRC budget.

2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3. LRC Budget. By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review ~~and approval~~ prior to LRC adoption, and no later than November 1 of each calendar year. The City shall provide any comments to the LRC by December 1 of each year to allow the LRC to timely adopt the LRC Budget in accordance with the Local Government Budget Law of Colorado, C.R.S. §§ 29-1-101, et seq. The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

4. Reimbursement for Operating Funds and Support Services. The Parties shall establish a procedure for documenting the reasonable costs and expenses (the Costs and Expenses) related to the Operating Funds and Support Services provided by the City. The Costs and Expenses shall constitute an indebtedness of the LRC to be repaid to the City from sources of revenue available under the Act as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to an urban renewal plan approved by the City Council of the City.

~~a. It is agreed that the Costs and Expenses incurred by the City up to and including expenses on December 31, 2014 total \$9,894.00. At the election of the City, such amount may be evidenced by a note approved by the Parties and executed by LRC.~~

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~~ab.~~ Upon request of the LRC, the City agrees to give reasonable consideration to subordinating its right to repayment of Costs and Expenses to any bonds, loans, advances, indebtedness, or other obligation of the LRC.

~~eb.~~ ~~Notwithstanding the foregoing, the Parties agree that all Costs and Expenses related to the 550 S. McCaslin Urban Renewal Plan shall be paid by the City.~~

5. ~~Approval of Certain Contracts;~~ Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

~~a.~~ ~~Any proposed expenditure by the LRC which has not been previously approved as part of the LRC budget shall be subject to the prior review and approval of the City Council.~~

~~ab.~~ ~~Except as provided in Section 6 hereunder, Prior to issuing bonds or any other capital financial obligations or financial obligations extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds or other capital or long-term financial obligations as the City Council may request. Such bonds shall be subject to the prior review and approval of the City Council. The LRC shall not commit to or proceed with any such bonds or other capital or long-term financial obligations unless a majority of the City Council has adopted a resolution determining that the City's interests in connection with such bonds or other obligations are adequately protected.~~

~~be.~~ Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

~~d.~~ ~~Except as provided in subsection (e), the LRC shall provide to the City Council for review and approval any redevelopment agreement or other contract contemplated to carry out the purposes of any urban renewal plan or to apply to property in any urban renewal area, prior to the LRC's final approval thereof. Any such approval shall be by City Council resolution.~~

~~e.~~ ~~The LRC shall submit to the City for review and approval any LRC Program. For purposes of this subsection, "LRC Program" means a comprehensive initiative, in furtherance of the purposes of the Act and the Highway 42 Revitalization Area Urban Renewal Plan, aimed at addressing one or more characteristics of blight within the Highway 42 Revitalization Area on a large scale (e.g., downtown business façade improvement), which is not specific to any particular piece of property or development, and is offered to multiple properties of a certain type or types within the Highway 42 Revitalization Area. The LRC's request for approval of an LRC Program shall be accompanied with: (i) a detailed description of the LRC~~

~~Program objectives and application process; (ii) a proposed LRC Program budget; (iii) a statement of the LRC Program's potential impacts on City staff departments, other City boards and commissions, and the City Council; (iv) a proposed application form; and (v) a proposed standard contract for execution between the LRC and LRC program awardees. Following Council approval of the LRC Program, the LRC shall not be required to seek further Council approval to: (1) utilize City staff, boards and commissions, and City Council time as necessary to carry out the objectives of the LRC Program; (2) approve LRC Program applications and enter into contracts with program awardees in substantially the same form as the standard contract; or (3) provide funds to program awardees, subject to the LRC Program budget. Each LRC Program budget shall be submitted annually for City Council approval.~~

~~fc.~~ The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

~~dg.~~ The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Fourth Amended and Restated Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Independent Authority of the LRC. Consistent with the Urban Renewal Law, the LRC shall have the authority, without prior approval of the City Council, to enter into redevelopment agreements that implement the urban renewal plans of the City by allocating available property tax increment received by the LRC in the special fund of the LRC in accordance with C.R.S. § 31-25-107(9) to those undertakings and activities that are consistent with the urban renewal plans of the City. The Parties acknowledge and agree that such undertakings and activities are "other obligations" of the LRC within the meaning of C.R.S. § 31-25-103(3), but nothing in this Section 6 shall authorize the LRC to issue general or special obligation bonds (including refunding bonds) and temporary bonds pursuant to C.R.S. § 31-25-109 without City Council approval.

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7. Other Powers of the LRC. The Parties acknowledge and agree that as an urban renewal authority created under the Urban Renewal Law, the LRC has the enumerated powers set forth in C.R.S. § 31-25-105. The City specifically directs through this Fourth Amended and Restated Cooperation Agreement that the LRC is empowered to advise the City Council on matters related to the Urban Renewal Law, specifically including advising the City Council regarding potential new urban renewal plan areas pursuant to C.R.S. § 31-25-105(1)(i).

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8. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal plan and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Fourth Amended and Restated Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Fourth Amended and Restated Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

97. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Fourth Amended and Restated Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution.

810. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Fourth Amended and Restated Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

911. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Fourth Amended and Restated Cooperation Agreement to any person or entity not a party hereto.

1012. Severability. In case any one or more of the provisions contained in this Fourth Amended and Restated Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Fourth Amended and Restated Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

1113. Binding Effect. Subject to compliance with Section 13 15, below, this Fourth Amended and Restated Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

1214. City and LRC Separate. Nothing in this Fourth Amended and Restated Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and

regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

~~1315.~~ Assignment. This Fourth Amended and Restated Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

~~1416.~~ Governing Law. This Fourth Amended and Restated Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

~~1517.~~ Headings. Section headings in this Fourth Amended and Restated Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Fourth Amended and Restated Cooperation Agreement for any other purpose.

~~1618.~~ Additional or Supplemental Agreements; Organizational Matters. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Fourth Amended and Restated Cooperation Agreement. The LRC's organizational documents shall provide, as permitted by C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC. ~~The LRC as an entity will not formally or legally oppose or object to any measure that may be proposed pursuant to C.R.S. § 31-25-115 to transfer the existing authority to the City Council.~~

~~1719.~~ Entire Agreement; Amendment. This Fourth Amended and Restated Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Fourth Amended and Restated Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

~~1820.~~ Supersede. This Fourth Amended and Restated Cooperation Agreement supersedes and replaces in its entirety ~~that those prior certain Cooperation Agreements Amended and Restated Cooperation Agreement, made as of November 17, 2015,~~ by and between the City and the LRC; ~~as of the date of this Agreement, dated December 5, 2006, April 5, 2011, November 17, 2015, and May 16, 2023.~~

IN WITNESS WHEREOF, the Parties have caused this Fourth Amended and Restated Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,
a Colorado municipal corporation

Attest:

Mayor

City Clerk

LOUISVILLE REVITALIZATION
COMMISSION

Attest:

Chair

Secretary

FOURTH AMENDED AND RESTATED COOPERATION AGREEMENT

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H. The Act and Section 18, Article XIV of the Colorado Constitution authorize the Parties to enter into cooperation agreements, and the Parties desire to enter into this Fourth Amended and Restated Cooperation Agreement respecting operating funds, support services, and general oversight of the LRC to be provided by the City to the LRC and related matters.

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2. Support Services. The City agrees to provide administrative and legal support services (Support Services) to the LRC in connection with its operations. The City Manager shall serve as Director of the LRC as provided in the Act and shall have discretion to employ those City staff members as may be required to carry out the duties and operations of the LRC. Support Services may include, without limitation, planning, financing and accounting, engineering, legal, and administrative and outside consulting services.

3. LRC Budget. By December 31 of each year, the LRC shall adopt a budget (the LRC Budget) for the ensuing fiscal year (which shall be the calendar year), which LRC Budget shall be submitted to the City for review prior to LRC adoption, and no later than November 1 of each calendar year. The City shall provide any comments to the LRC by December 1 of each year to allow the LRC to timely adopt the LRC Budget in accordance with the Local Government Budget Law of Colorado, C.R.S. §§ 29-1-101, *et seq.* The LRC Budget shall contain a statement of sources and uses of all funds that are available or that the LRC reasonably expects to become available to LRC to finance its activities, undertakings, and obligations for each budget year. It is the intention of the Parties that the LRC shall use its reasonable best efforts to use other sources of revenue available under the Act as the primary source of its Operating Funds and payment for Support Services as such revenue becomes available to the LRC. Such revenue shall include, without limitation, tax allocation or tax increment revenues that may become available pursuant to any urban renewal plan approved by the City Council of the City.

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5. Approval of Bonds and Other Obligations of the LRC. The Parties agree that the City Council of the City shall provide direction to LRC and oversight of LRC activities as follows:

a. Except as provided in Section 6 hereunder, prior to issuing bonds extending beyond the end of the current fiscal year of the LRC, the LRC shall notify the City Council in writing of its intention to do so, and shall promptly furnish to the City Council such information and documents relating to such bonds as the City Council may request. Such bonds shall be subject to the prior review and approval of the City Council

b. Allocation of any municipal sales tax increment shall occur only upon City Council approval. For any such requested approval, the LRC shall submit a financing plan outlining the proposed amounts and purpose for which the municipal sales tax increments are proposed to be used. City Council may approve or deny such request in its discretion.

c. The LRC shall comply with applicable City codes, rules, and regulations related to any other urban renewal activities of the LRC. The City Council shall be informed of the activities, functions, operations, and financial condition of the LRC in the form of reports to the City Council not less than quarterly, and at any other time as requested by the City Council.

d. The City agrees that it will make reasonable efforts to act within thirty days of a request for review of any document, agreement, obligation, or action required by this Fourth Amended and Restated Cooperation Agreement. Unless otherwise required by law or provided herein, any approval or other action of the City Council shall be by motion or resolution.

6. Independent Authority of the LRC. Consistent with the Urban Renewal Law, the LRC shall have the authority, without prior approval of the City Council, to enter into redevelopment agreements that implement the urban renewal plans of the City by allocating available property tax increment received by the LRC in the special fund of the LRC in accordance with C.R.S. § 31-25-107(9) to those undertakings and activities that are consistent with the urban renewal plans of the City. The Parties acknowledge and agree that such undertakings and activities are "other obligations" of the LRC within the meaning of C.R.S. § 31-25-103(3), but nothing in this Section 6 shall authorize the LRC to issue general or special obligation bonds (including refunding bonds) and temporary bonds pursuant to C.R.S. § 31-25-109 without City Council approval.

7. Other Powers of the LRC. The Parties acknowledge and agree that as an urban renewal authority created under the Urban Renewal Law, the LRC has the enumerated powers set forth in C.R.S. § 31-25-105. The City specifically directs through this Fourth Amended and Restated Cooperation Agreement that the LRC is empowered to advise the City Council on matters related to the Urban Renewal Law, specifically including advising the City Council regarding potential new urban renewal plan areas pursuant to C.R.S. § 31-25-105(1)(i).

8. Continuing Cooperation; Additional Agreements. The Parties shall cooperate to carry out and complete the urban renewal plans approved by the City Council. It is contemplated that additional agreements may be required to plan and carry out urban renewal projects in accordance with the provisions of any such urban renewal plan and the Act. The Parties agree to cooperate and give timely consideration to any additional agreements or amendments to this Fourth Amended and Restated Cooperation Agreement that may be necessary or convenient in connection with such activities and undertakings; provided, however, nothing in this Fourth Amended and Restated Cooperation Agreement shall preclude or require the commitment of additional revenue, financing, or services by either Party in connection with such activities and undertakings.

9. Obligations Subject to Act, Charter, and Constitution. The covenants, duties and actions required of the Parties under this Fourth Amended and Restated Cooperation Agreement shall be subject to and performed in accordance with the provisions and procedures required and permitted by the Charter, the Act, any other applicable provision of law, and the Colorado Constitution.

10. Enforced Delay. Neither Party shall be considered in breach of, or in default in, its obligations with respect to this Fourth Amended and Restated Cooperation Agreement in the event of delay in the performance of such obligations due to causes beyond its control and without its fault, it being the purpose and intent of this provision that if such delay occurs, the time or times for performance by either Party affected by such delay shall be extended for the period of the delay.

11. No Third Party Beneficiaries. Neither the City nor the LRC shall be obligated or liable under the terms of this Fourth Amended and Restated Cooperation Agreement to any person or entity not a party hereto.

12. Severability. In case any one or more of the provisions contained in this Fourth Amended and Restated Cooperation Agreement or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Fourth Amended and Restated Cooperation Agreement, or any other application thereof, shall not in any way be affected or impaired thereby.

13. Binding Effect. Subject to compliance with Section 15, below, this Fourth Amended and Restated Cooperation Agreement shall be binding upon and inure to the benefit of the Parties, their successors, legal representatives, and assigns.

14. City and LRC Separate. Nothing in this Fourth Amended and Restated Cooperation Agreement shall be interpreted in any manner as constituting the City or its officials, representatives, consultants, or employees as the agents of the LRC, or the LRC or its officials, representatives, consultants, or employees as the agents of the City. Each entity shall remain a separate legal entity pursuant to applicable law. Neither of the Parties hereto shall be deemed to hereby assume the debts, obligations, or liabilities of the other. The LRC shall be responsible for carrying out its duties and functions in accordance with the Act and other applicable laws and regulations, and nothing herein shall be construed to compel either Party to take any action in violation of law.

15. Assignment. This Fourth Amended and Restated Cooperation Agreement shall not be assigned in whole or in part by either Party without the prior written approval of the other Party.

16. Governing Law. This Fourth Amended and Restated Cooperation Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

17. Headings. Section headings in this Fourth Amended and Restated Cooperation Agreement are for convenience of reference only and shall not constitute a part of this Fourth Amended and Restated Cooperation Agreement for any other purpose.

18. Additional or Supplemental Agreements; Organizational Matters. The Parties mutually covenant and agree that they will execute, deliver and furnish such other instruments, documents, materials, and information as may be reasonably required to carry out the Fourth Amended and Restated Cooperation Agreement. The LRC's organizational documents shall provide, as permitted by C.R.S. § 31-25-104, that one City Councilmember shall be a member of the LRC.

19. Entire Agreement; Amendment. This Fourth Amended and Restated Cooperation Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof. No addition to or modification of the Fourth Amended and Restated Cooperation Agreement shall be effective, except by written agreement authorized and executed by the Parties.

20. Supersede. This Fourth Amended and Restated Cooperation Agreement supersedes and replaces in its entirety those prior Cooperation Agreements by and between the City and the LRC dated December 5, 2006, April 5, 2011, November 17, 2015, and May 16, 2023.

IN WITNESS WHEREOF, the Parties have caused this Fourth Amended and Restated Cooperation Agreement to be duly executed and delivered by their respective officers as of the date first above written.

CITY OF LOUISVILLE,
a Colorado municipal corporation

Attest:

Mayor

City Clerk

LOUISVILLE REVITALIZATION COMMISSION

Attest:

Chair

Secretary