

**INTERGOVERNMENTAL AGREEMENT FOR PAYMENT OF BONUS AMOUNTS
FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING
WITHIN MUNICIPAL BOUNDARIES**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into effective as of the 4th day of February, 2011, A.D. between the COUNTY OF WELD, a political subdivision of the State of Colorado, whose address is 915 10th Street, P. O. Box 758, Greeley, CO 80632, hereinafter referred to as "Weld County," and the TOWN OF WINDSOR, a municipal corporation of the State of Colorado, with address of 301 Walnut Street, Windsor, CO 80550, hereinafter referred to as "Municipality."

WITNESSETH:

WHEREAS, the Colorado Department of Local Affairs ("DOLA") distributes revenue derived from energy and mineral extraction statewide, with revenues coming from State Severance Tax receipts and Federal Mineral Lease non-bonus payments, and

WHEREAS, on December 29, 2010, the Board of County Commissioners entered into an agreement with William Jerke to assist in ensuring that the maximum number of oil and gas employees residing within unincorporated Weld County and the various municipalities within Weld County are reported to the State of Colorado, and

WHEREAS, generally, the terms of the agreement with Mr. Jerke call for the payment of a base amount of \$10,000 plus for all reported oil and gas employees residing within Weld County over 1,630 (residing in unincorporated Weld County), a bonus amount of 5% of the State of Colorado Severance Tax Direct Distribution payment per employee (maximum \$50), and 5% of the Federal Mineral Lease Distribution per employee (maximum \$50), paid to Mr. Jerke upon the receipt of said State and Federal sums by the County (said distributions being collectively referred to herein as "Distributions"), and

WHEREAS, Municipality recognizes that it will benefit financially from the payment of the \$10,000 by County, because the work performed by Mr. Jerke will most likely result in increased Distributions to it by DOLA, and

WHEREAS, Municipality offers, through this IGA, to share in the cost of the agreement with Mr. Jerke by paying the bonus amount for all reported oil and gas employees residing within Municipality's boundaries over the average number of employees reported for their municipality for 2009 and 2010, and

WHEREAS, in accordance with Section 29-1-203, C.R.S., political subdivisions may cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the corporations or contracting entities.

2011-0570

WITNESSETH:

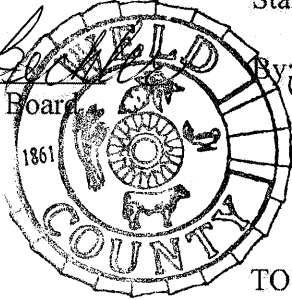
NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. PAYMENT BY MUNICIPALITY OF BONUS AMOUNTS FOR CERTAIN REPORTED OIL AND GAS EMPLOYEES RESIDING WITHIN MUNICIPALITY'S BOUNDARIES: Municipality agrees to pay to County the bonus amount for all reported oil and gas employees residing within Municipality's boundaries over the average number of oil and gas employees reported for Municipality for 2009 and 2010. The term "bonus amount" shall be the amount of 5% of the State of Colorado severance tax direct distribution payment per employee (maximum \$50), and 5% of the federal mineral lease distribution per employee (maximum \$50). The average number of oil and gas employees reported for Municipality for 2009 and 2010 was 29. Payment shall be made by Municipality to County at the end of the quarter when the Distributions are received.
2. TERM: The term of this IGA shall be from January 1, 2011, to and until December 31, 2011.
3. ENTIRE AGREEMENT: This writing constitutes the entire IGA between the parties hereto with respect to the subject matter herein, and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.
4. NO WAIVER OF IMMUNITY: No portion of this IGA shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may possess, nor shall any portion of this IGA be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this IGA.
5. NO THIRD PARTY BENEFICIARY ENFORCEMENT: It is expressly understood and agreed that the enforcement of the terms and conditions of this IGA, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in this IGA shall give or allow any claim or right of action whatsoever by any other person not included in this IGA. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under this IGA shall be an incidental beneficiary only.

Signed by the parties this 14th day of February, 2011.

ATTEST: [Signature] COUNTY OF WELD, a political
Weld County Clerk to the Board subdivision of the
State of Colorado

By: [Signature] Deputy Clerk to the Board
By: [Signature] Barbara Kirkmeyer, Chair
Board of County Commissioners of the
County of Weld FEB 23 2011



ATTEST: TOWN OF WINDSOR, a municipal
corporation of the State of Colorado

By: [Signature] Patti Garcia, Town Clerk
By: [Signature] John Vasquez, Mayor

