

ORIGINAL

RESOLUTION NO. R - 014 - 034

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING COST SHARING FOR THE TODD DRIVE PAVING PROJECT,
DOUGLAS COUNTY PROJECT NUMBER CI 2013-026**

WHEREAS, the Town of Parker ("Town") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to enter into an Intergovernmental Agreement regarding cost sharing for the Todd Drive Paving Project; and

WHEREAS, Douglas County is willing to enter into such an agreement in accordance with the terms and conditions set forth in the Intergovernmental Agreement attached hereto; and

WHEREAS, the Town and Douglas County are governmental entities authorized to enter into intergovernmental agreements pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and Section 29-1-203, C.R.S.; now, therefore,

BE IT RESOLVED, by the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, that the Intergovernmental Agreement by and between the Town and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized to execute the agreement on behalf of Douglas County.

PASSED AND ADOPTED this 11 day of March, 2014, in Castle Rock, Douglas County, Colorado.

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: Roger A. Partridge

ROGER A. PARTRIDGE, Chair

ATTEST: Melissa Pelletier

MELISSA PELLETIER, Clerk to the Board



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER
AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF
DOUGLAS REGARDING COST SHARING FOR TODD DRIVE (MOTSENBOCKER
ROAD TO JORDAN ROAD) IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2014, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the Town desire to cooperate in the funding of the improvements to Todd Drive, as described herein (the "Project");

WHEREAS, the County desires to share in the cost of a portion of the Project;

WHEREAS the Town desires to construct the Project, as described in this Agreement, using the funds provided by the Town and the County; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding and construction of the Project.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. Project Improvements. The Town will design and construct the entire Project, as described in **Exhibit A**, which is attached hereto and incorporated by this reference, subject to the allocation of costs described in Paragraph 2 herein being paid directly to the Town.

2. Allocation of Costs. The Town shall pay the entire cost of the construction of the Project, subject to the allocation of costs described herein. The Town agrees to allocate a lump sum amount equal to Six Hundred Fifty Thousand Dollars (\$650,000). The County agrees to allocate a lump sum amount equal to 50% of the project cost or Six Hundred Thousand Dollars (\$600,000.00) whichever is less, herein referred to as the "County Road Contribution," for the purpose of allowing the Town to construct the entire Project. The Parties agree to pay into a fund maintained by the Town the amount of \$1,250,000, which are the amounts described above, within fifteen (15) days of the date that the Town notifies the County in writing that the Town has selected a bidder for the Project. The Town agrees to invoice the County for the \$600,000 at the time that the Town has selected a bidder for the Project. The Town will refund any appropriate amount to the County, if any, at the conclusion of the Project.

3. Bidding of the Project. The Town agrees to bid the construction of the Project according to the Town's bid procedures on or before September 1, 2014 ("Bid Deadline"). In the event that the requirements of this Paragraph are not satisfied by the Bid Deadline, then this Agreement shall automatically terminate and all funds paid by the County to the Town shall

immediately be returned to the County. Once final bids are received, the Town shall diligently pursue completion of the Project, however, if the Town terminates the Project because of lack of funding after opening bids or for any other reason, the County shall be reimbursed its full County Road Contribution within sixty (60) days.

4. Conveyance of Todd Drive to the Town. The County will convey their interest in Todd Drive to the Town by quit claim deed, within sixty (60) days following the Town's written notice to the County that they have awarded the construction contract for the Project. Upon conveyance of Todd Drive to the Town, the Town will commence the process to annex Todd Drive into the Town's corporate limits within thirty (30) days.

5. Maintenance Responsibilities for the Project. At the time of commencement of the construction of the Project, the Town shall be responsible for maintaining Todd Drive and providing reasonable access to the existing residents. Following the completion of the Project the Town shall be responsible to own and maintain the portion of Todd Drive described in Exhibit A, and as identified in this Agreement.

6. Time for Performance. The Parties acknowledge and agree that the Project shall be substantially completed twenty-four (24) months after award of the construction contract and open for use by the traveling public, as soon as practicable.

7. Remedies. The Parties hereto acknowledge and agree that each party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Paragraphs 2 and 3 of this Agreement.

8. Notice. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes 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, or at such other address as has been previously furnished in writing, to the other party. Such notice shall be deemed to have been given when deposited in the United States mail.

Town of Parker: Public Works Director
 20120 E. Mainstreet
 Parker, Colorado 80138

Douglas County: Department of Public Works - Engineering
 Engineering Services Director
 100 Third Street
 Castle Rock, Colorado 80104

9. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

10. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Town and the County, their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as from time to time amended, or otherwise available to the Town and the County.

11. Additional Documents. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

12. Colorado Law. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

13. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

14. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries, but are incidental beneficiaries only.

15. Recitals. The recitals to this Agreement are incorporated herein by this reference.

16. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN OF PARKER, COLORADO

Mike Waid, Mayor

ATTEST:

Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY COLORADO**



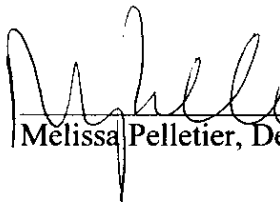
Roger A. Partridge, Chair

APPROVED AS TO CONTENT:

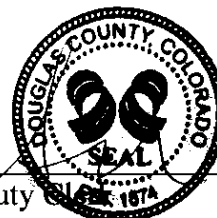


Douglas J. DeBord, County Manager

ATTEST:



Melissa Pelletier, Deputy Clerk



APPROVED AS TO FORM:

Nick Pijoan, Sr. Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland, Director of Finance

EXHIBIT A

TODD DRIVE INTERGOVERNMENTAL AGREEMENT (IGA)

DESCRIPTION OF TODD DRIVE IMPROVEMENT PROJECT

TODD DRIVE IMPROVEMENTS

The limits of the proposed Todd Drive Improvement Project (the “Project”) are from the Todd Drive / Motsenbocker Road intersection on the east end and extend west to the Todd Drive / Early Iris Drive intersection (which is located approximately 300 feet east of Jordan Road). Todd Drive runs east-west between the previously listed intersections and generally follows the section line between Sections 21 and 28 in Township 6 South, Range 66 West.

In addition to constructing the Project, the Town of Parker is also responsible for designing and acquiring the necessary right-of-way or easements needed to construct the Project. The proposed improvements are approximately 2,300 feet in length and the Project is located both within the existing Town of Parker corporate limits and also partially within unincorporated Douglas County. The Project roadway section is anticipated to be designed and constructed as a two-lane collector roadway based on the Town of Parker current roadway standards. Additionally, the Town of Parker will construct a sidewalk / trail as part of the Project along the north side of the roadway only. The Project improvements will provide (in each direction) a paved single-travel lane and a paved shoulder, and includes installing curb / gutter and / or roadside ditches.