

RESOLUTION NO. R - 014 - 038

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

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF PARKER AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING OWNERSHIP AND MAINTENANCE OF DOUBLE ANGEL ROAD
(CHAMBERS ROAD TO HESS ROAD)
DOUGLAS COUNTY PROJECT NUMBER CI 2011 - 022

WHEREAS, the Town of Parker and the Board of County Commissioners of the County of Douglas, State of Colorado ("Douglas County") desire to enter into an agreement concerning the ownership and maintenance of Double Angel Road (Chambers Road to Hess Road), Douglas County Project Number CI 11 - 022; 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 of Parker 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,

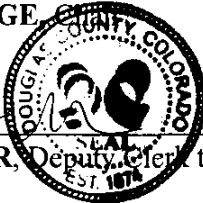
BE IT RESOLVED, by the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO, that the Intergovernmental Agreement between the Town of Parker and Douglas County, a copy of which is attached hereto and incorporated herein, is hereby approved, and the Chair of the Board is authorized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

PASSED AND ADOPTED this 25th 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 A. Pelletier
MELISSA A. PELLETIER, Deputy Clerk to the Board



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
REGARDING THE CONSTRUCTION AND FUTURE OWNERSHIP AND
MAINTENANCE OF DOUBLE ANGEL ROAD IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 3rd day of March, 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 improvements to Double Angel Road, as described herein (the "Project");

WHEREAS the County desires to construct and pay for the Project, as described in this Agreement; and

WHEREAS, the Town desires to own and maintain Double Angel Road following completion of the Project; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in 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 County plans to construct and pay all costs to complete the Project, as described in **Exhibit A**, which is attached hereto and incorporated by this reference.

2. Conveyance of Double Angel Road to the Town. If the Project is completed, the County will convey Double Angel Road to the Town by quit claim deed following the County's completion. The Town will not be responsible for enforcing any construction contract warranties associated with the Project.

3. Maintenance of Roadways. After construction and the conveyance by quit claim deed to the Town as described in Paragraph 2 of this Agreement is completed, the Town shall maintain the Double Angel Road improvements that are constructed under this Agreement.

4. Time for Performance. The Parties acknowledge and agree that the Project is scheduled to be substantially completed on or before November 30, 2014, and open for use by the traveling public, as soon as practicable.

5. 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.

6. 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: Director of Public Works - Engineering
Engineering Services Director
100 Third Street
Castle Rock, Colorado 80104

7. 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.

8. 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.

9. 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.

10. 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.

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

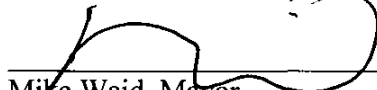
12. No Third-Party Beneficiaries. The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other 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.

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

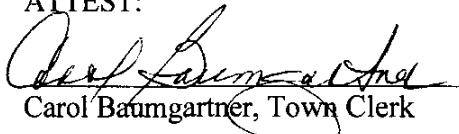
14. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

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

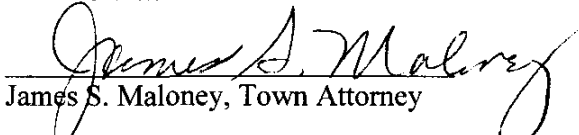
TOWN OF PARKER, COLORADO


Mike Waid, Mayor

ATTEST:


Carol Baumgartner, Town Clerk

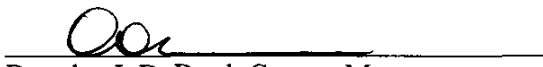
APPROVED AS TO FORM:


James S. Maloney, Town Attorney

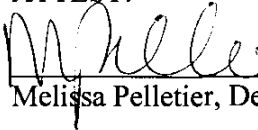
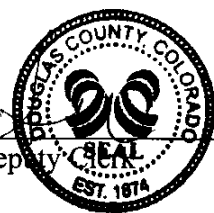
**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY COLORADO**


Roger A. Partridge, Chair


APPROVED AS TO CONTENT:


Douglas J. DeBord, County Manager

ATTEST:


Melissa Pelletier, Deputy


APPROVED AS TO FORM:


Kristin Decker, Sr. Asst. County Attorney

APPROVED AS TO FISCAL CONTENT:


Andrew Copland, Director of Finance

FELSBURG HOLT & ULLEVIG **Double Angel Road Maintenance IGA**

Exhibit A

