

RESOLUTION NO. R - 014 - 046

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

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HIGHLANDS RANCH METROPOLITAN DISTRICT AND THE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF
COLORADO, REGARDING COST SHARING FOR THE 2013 CONCRETE PAVEMENT
REPAIR CONTRACT, DOUGLAS COUNTY PROJECT NUMBER CI 2013 - 006**

WHEREAS, The Highlands Ranch Metropolitan District (the "District") and the Board of County Commissioners of the County of Douglas, State of Colorado, (the "County"), desire to enter into an Intergovernmental Agreement regarding cost sharing for the 2013 Concrete Pavement Repair Contract, Douglas County Project Number CI 2013 - 006; and

WHEREAS, The 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 District and the 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 District and the 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 08th day of April, 2014, in Castle Rock, Douglas County, Colorado.

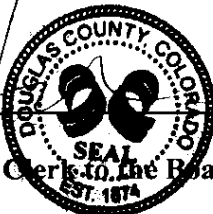
**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: Roger A. Partridge

ROGER A. PARTRIDGE, Chair

ATTEST: Melissa Pelletier

MELISSA PELLETIER, Clerk to the Board



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE HIGHLANDS RANCH METROPOLITAN DISTRICT AND THE DOUGLAS
COUNTY BOARD OF COUNTY COMMISSIONERS REGARDING COST SHARING
FOR THE 2013 CONCRETE PAVEMENT REPAIR CONTRACT,
DOUGLAS COUNTY PROJECT NUMBER CI 2013 – 006**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2014, by and between the Highlands Ranch Metropolitan District, a quasi-municipal Corporation of the State of Colorado (the "District"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the District and the County have been working cooperatively to complete the process for final acceptance of the following segments of Roads in the Highlands Ranch planned development:

- ◆ **Broadway**
1996 Arterials Phase VI – DV# 95-014 – Sta. 945+42 to 972+00 – west half
1998 Arterials Phase V – DV# 95-014 – Sta. 945+92 to 959+40 – east half
- ◆ **Wildcat Reserve Parkway**
1998 Arterials Phase IV – DV# 94-120 – Sta. 55+00 to 92+87 – south half
- ◆ **McArthur Ranch Road**
2003 Arterials Phase I – DV# 00-087 – Sta. 96+00 to 127+00 – south half

As further defined herein in Exhibit A (the Roads); and

WHEREAS, as part of this cooperative acceptance process, the Roads were repaired by the County in its 2013 Concrete Pavement Repair Project; and

WHEREAS, the District has agreed to contribute funds for the County's 2013 repair of the Roads; and

WHEREAS, in exchange for this payment, the County desires to complete final acceptance of the County's ownership and responsibility for the Roads.

NOW, THEREFORE, both Parties acknowledge that these funds complete the commitments from the District for the Roads and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals and Exhibit A are hereby acknowledged by the Parties to be true and correct and are hereby incorporated into this Agreement by this reference.

2. **Payment of Project Costs.** The District shall pay the County, One Hundred Thirty Seven Thousand, Two Hundred, Eighty Two Dollars and no cents (\$137,282.00), within thirty (30) days after this Agreement is finally executed by the parties, and, said payment shall be the District's total contribution for the completed repairs and will fulfill all commitments necessary for the County's final acceptance of the Roads.

3. **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.

Highlands Ranch
Metropolitan District: Highlands Ranch
 Metropolitan District
 62 Plaza Drive
 Highlands Ranch, Co., 80129
 Attention: Forrest Dykstra

Douglas County
Public Works: Douglas County Public Works
 Engineering
 100 Third Street
 Castle Rock, CO., 80104
 Attention: Darrell Roberts, P.L.S.
 Engineering Permits, Inspections & Utilities Manager

4. **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.

5. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. 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.

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


7. **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.

8. **No Waiver of Governmental Immunity Act.** The parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and The District, its council members, 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, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and to the District.

9. **Entirety.** This Agreement merges and supercedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter 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.

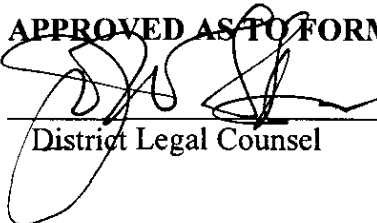
Highlands Ranch Metropolitan District

By 
Terry Nolan, General Manager

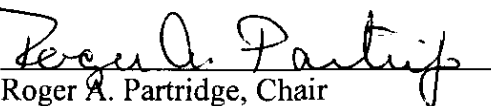
ATTEST:


Jeff Case P.E., Director of Public Works

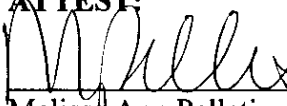
APPROVED AS TO FORM:

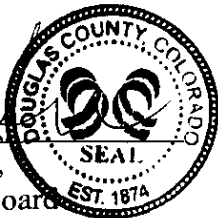

District Legal Counsel

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

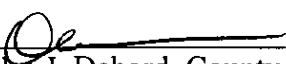

Roger A. Partridge, Chair

ATTEST:


Melissa Ann Pelletier,
Deputy Clerk to the Board



APPROVED AS TO CONTENT:


Douglas J. Debord, County Manager

APPROVED AS TO FORM:


Lance Ingalls, County Attorney

APPROVED AS TO FISCAL CONTENT:


Andrew Copland, Director of Finance

EXHIBIT A

Wildcat Reserve Parkway – 1998 Arterials Phase IV – DV# 94-120 – Sta. 55+00 to 92+87 – south half

Description	Quantity	Unit	Unit Price	Total
Remove and Replace 9" Concrete Pavement	1,279.00	SY	\$53.75	\$68,746.25
Aggregate Base Course (Class 6)	767.40	TON	\$13.00	\$9,976.20
Erosion Control	5.00	EA	\$100.00	\$500.00
Adjust water valves	3.00	EA	\$170.00	\$510.00
adjust manhole	2.00	EA	\$220.00	\$440.00

Sub-total: \$80,172.45

Broadway – 1996 Arterials Phase VI – DV# 95-014 – Sta. 945+42 to 972+00 – west half 1998 Arterials Phase V – DV# 95-014 – Sta. 945+92 to 959+40 – east half

Description	Quantity	Unit	Unit Price	Total
Remove and Replace 9" Concrete Pavement	402.00	SY	53.75	21,607.50
Aggregate Base Course (Class 6)	241.70	TON	13.00	3,142.10
Adjust water valves	4.00	EA	170.00	680.00
adjust manhole	2.00	EA	220.00	440.00

Sub-total: \$25,869.60

McArthur Ranch Road – 2003 Arterials Phase I – DV# 00-087 – Sta. 96+00 to 127+00 – south half

Description	Quantity	Unit	Unit Price	Total
Remove and Replace 9" Concrete Pavement	497.00	SY	\$53.75	\$26,713.75
Aggregate Base Course (Class 6)	297.40	TON	\$13.00	\$3,866.20
Erosion Control	1.00	EA	\$100.00	\$100.00
Adjust water valves	2.00	EA	\$170.00	\$340.00
adjust manhole	1.00	EA	\$220.00	\$220.00

Sub-total: \$31,239.95

Grand Total: \$137,282.00

Note:

Unit prices based on Douglas County 2013 Concrete Pavement Repair Project

Removal - \$8.75/SY

Replacement - \$45/SY

total -\$53.75/sy

