

RESOLUTION NO. R - 014 - 054

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

ORIGINAL

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COLORADO DEPARTMENT OF TRANSPORTATION AND THE BOARD
OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING MAINTAINING THE MULTIUSE TRAIL ASSOCIATED WITH
I-25 LANE BALANCE PROJECT, DOUGLAS COUNTY PROJECT NUMBER CI 2012 - 013

WHEREAS, the Colorado Department of Transportation ("CDOT") and the Board of County Commissioners of the County of Douglas, State of Colorado, ("Douglas County"), desire to enter into an Intergovernmental Agreement regarding maintaining the multiuse trail associated with the I-25 Lane Balance 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 CDOT 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.

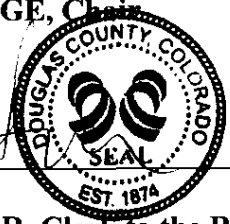
PASSED AND ADOPTED this 22 day of April, 2014, in Castle Rock, Douglas County, Colorado.

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

MAINTENANCE CONTRACT

THIS MAINTENANCE CONTRACT, ("Contract") executed this ___ day of _____, 20__, by and between the STATE OF COLORADO for the use and benefit of THE DEPARTMENT OF TRANSPORTATION ("State" or "CDOT"), and the Board of County Commissioners of Douglas County, Colorado,, 100 Third Street, Castle Rock, Colorado, 80104, CDOT Vendor #: 2000062, hereinafter referred to as the "Local Agency" or the "County", the State and the Local Agency together shall be referred to as the "Parties."

FACTUAL RECITALS

1. Authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment in (Contract encumbrance amount \$0.00); and
2. Required approval, clearance and coordination has been accomplished from and with appropriate agencies; and
3. The County desires CDOT to construct a multi-use trail as part of the I-25, Lane Balance project between the RidgeGate and C-470 Interchanges. The multiuse trail will replace a closed frontage road and facilitate bike and pedestrian traffic to a light rail station, and CDOT desires this multiuse trail to handle limited CDOT vehicle traffic for the purpose of general maintenance and accessing a storm sewer system owned by CDOT.
4. The Parties desire that CDOT construct the multiuse trail within Douglas County ROW, and the County grant access to CDOT for the purposes of constructing the multiuse trail, and for the County, or assigns, shall be responsible to own and maintain the multiuse trail upon construction completion.
5. The Parties now desire to enter into this Contract to delineate the access, construction, ownership and maintenance responsibility of the multiuse trail located in Douglas County ROW, as described and shown in **Exhibit A**.
6. This Contract is executed by the State under the authority of Sections 29-1-203, 43-1-105, 43-1-114, and 43-2-144, C.R.S., as amended, and by the County under the authority of Sections

29-1-203 and 43-2-144, C.R.S., as amended, and any ordinance or resolution to that effect adopted by the County; and a copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.

7. The County has adequate facilities to perform the desired maintenance services on the multiuse trail as described in **Exhibit A**.

NOW, THEREFORE, it is hereby agreed that:

A. The County will participate in the design of the multiuse trail as shown in **Exhibit A** and the multiuse trail will be constructed to CDOT's standards.

B. CDOT will construct multiuse trail in County's Right of Way as shown in **Exhibit A**. The County, or assigns, shall own the multiuse trail after completion of construction by CDOT.

C. The County shall perform all "maintenance services" for the segment of the multiuse trail shown in **Exhibit A**.

D. 1) The County, or assigns, shall perform the maintenance services for the term of this Contract at its sole cost and expense, in a manner satisfactory to CDOT, and the County will use its best good faith efforts to seek and make ample provision (including adequate funding) for such maintenance each year. But the County's performance obligation is subject to and contingent upon the continuing availability of sufficient County funds allocated on a fiscal year basis for the purposes of this Contract, and therefore the County's obligation to fund the maintenance services for the term of this Contract shall not be deemed to create any multiple-fiscal year direct or indirect debt or other financial obligation whatsoever for purposes of section 20 (4) (b) of article X of the state constitution ("Tabor"), and it shall not in any way be construed to create a general obligation indebtedness of County under any other constitutional or statutory requirement.

2) After construction is complete, the State shall have no financial obligation whatsoever for, or any responsibility for, the performance of the maintenance services under this Contract for the multiuse trail.

E. Notwithstanding any other provision of this Contract to the contrary, no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental

Immunity Act, Section 24-10-101, et. seq., CRS, as now or hereafter amended. The Parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of either party, its departments, institutions, agencies, boards, officials and employees, is controlled and limited by the provisions of Section 24-10-101, et. seq., CRS, as now or hereafter amended and the risk management statutes, Section 24-30-1501, et. seq., CRS, as now or hereafter amended.

2) Provided, however, that the County shall be solely responsible for any such liability and claims arising out of or resulting from the County's performance (or failure to perform) of its maintenance services obligations under this Contract (including the cost to defend CDOT against same), to the extent that the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., CRS, as now or hereafter amended, allows any such liability and claims against CDOT or the County.

F. The County shall allow CDOT to use the multiuse trail, on a limited basis, for the purpose of accessing a storm sewer system owned and maintained by CDOT. CDOT shall repair, at its own cost, any damages made to the multiuse trail as a result of such usage of multiuse trail. The County shall notify CDOT immediately of any damages caused by CDOT and CDOT shall make any required repairs in a reasonable amount of time.

G. This Contract shall be effective on the date it is approved by CDOT ("the effective date"). The term of this Contract shall start on the effective date or on the date the construction of the multiuse trail is completed by the State and opened for use, whichever is later, and it shall continue for as long as the segment of the multiuse trail, shown in **Exhibit A**, is used as a multiuse trail, unless earlier terminated by mutual consent of the Parties.

H. To the extent authorized by law, the County shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the County, or its employees, agents, subcontractors, or assignees pursuant to the terms of this Contract.

I. All of the covenants and provisions shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

J. The County, or assigns, will maintain adequate maintenance records for the maintenance services in accordance with acceptable accounting practices to determine the quality and

adequacy of the maintenance services. Said records shall be available for review and audit by the State during normal working hours during the functional service life of the multiuse trail.

Upon notice, and upon mutual consent, the Parties hereto may change this record requirement.

K. The County represents and warrants that it has taken all actions that are necessary or that are required by its procedures, bylaws, or applicable law, to legally authorize the undersigned signatory to execute this contract on behalf of the County and to bind the County to its terms.

L. In the event that the scope of the maintenance services is changed, the Parties may amend this Contract to reflect that change.

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THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

LOCAL AGENCY:

**STATE OF COLORADO:
JOHN W. HICKENLOOPER
GOVERNOR**

Board of County Commissioners of Douglas County
Legal Name of Contracting Entity

By _____
Scott McDaniel, P.E., Acting Chief Engineer
For Donald E. Hunt, Executive Director
Department of Transportation

2000062
CDOT Vendor Number

Roger A. Partridge, Chair

APPROVED AS TO CONTENT:

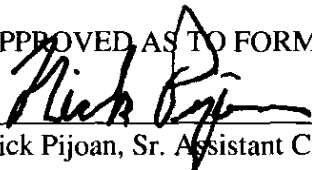
ATTEST:

Douglas J. DeBord, County Manager

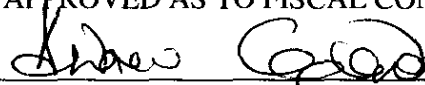
Melissa Pelletier, Deputy Clerk

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:



Nick Pijoan, Sr. Assistant County Attorney
Finance



Andrew Copland, Director of

EXHIBIT A

The I-25 Lane Balance Project involves the addition of one additional through lane in each direction of I-25 between the RidgeGate Parkway and C-470 Interchanges to match the four through lanes that currently exist in each direction on I-25 south of the RidgeGate Parkway interchange. The existing roadway will be reconstructed in concrete to provide added durability.

Realignment and modifications to ramps at the RidgeGate Parkway, Lincoln Avenue, C-470 and County Line Road interchanges were the result of the widening of I-25 and the need to update roadway geometry to current standards. The project also included the removal and closing of, a short section of frontage road on the east side of I-25 between Lincoln Avenue and C-470 and the construction of a multiuse trail at that location.

Other improvements to this section of highway include drainage improvements with the addition of permanent water quality features, updated highway lighting, highway signing, guardrail, fencing, landscaping, striping and construction traffic control.

The Multiuse trail is being provided to address the pedestrian traffic that currently uses the existing frontage road that is being removed as part of this I-25 widening project. The trail is roughly 3,500 feet long on the east side of I-25 between Lincoln Avenue and the RTD bus / light rail Station on San Luis Drive. The ten foot wide trail is designed for pedestrian and bicycle use as well as providing maintenance access to CDOT storm sewer facilities in this area.

The County will own and maintain the construction that is completed within their Right-of-Way (ROW), which includes but is not limited to sidewalk, lighting, landscaping, drainage, pavement, curb and gutter, signing, striping etc.

The County agrees to inspect the CDOT water quality pond that will be constructed on Jamaica Street at an appropriate frequency and will notify CDOT of maintenance needs.

The County will grant access to CDOT across County property to access, build and maintain the pond off of Jamaica. Additionally, the County will grant access to CDOT on the multiuse trail for CDOT to build, maintain, repair and replace its infrastructure within County ROW.

CDOT shall obtain the necessary, no cost permits from the County, for the work related to this project that is within Douglas County ROW.

A Douglas County Public Works – Engineering representative will conduct a final walk through for final acceptance of that portion of the work within Douglas County ROW.

The State shall be responsible for re-vegetation and erosion control items in accordance with the active CDPHE Stormwater Discharge Permit and Douglas County's Grading, Erosion, and Sediment Control (GESC) Permit associated with portions of the I-25 Lane Balance project that are within Douglas County property. Immediately prior to CDOT contemplating submitting a

termination request, in accordance with Part E of the Construction Stormwater Inactivation Notice associated with the CDPHE of the Stormwater Discharge Permit for the I-25 Lane Balance project, CDOT shall contact the County to schedule a final walk through of the Douglas County property in order to inspect the re-vegetation and identify any erosion control maintenance work that needs to be performed by CDOT prior to submitting the termination request. Upon concurrence from the County, and said concurrence will not be unreasonably withheld by the County, CDOT will submit the required termination request to CDPHE and CDOT will be relieved of all future re-vegetation and erosion control maintenance responsibilities for portions of the project within Douglas County property and future maintenance shall become Douglas County's responsibility.

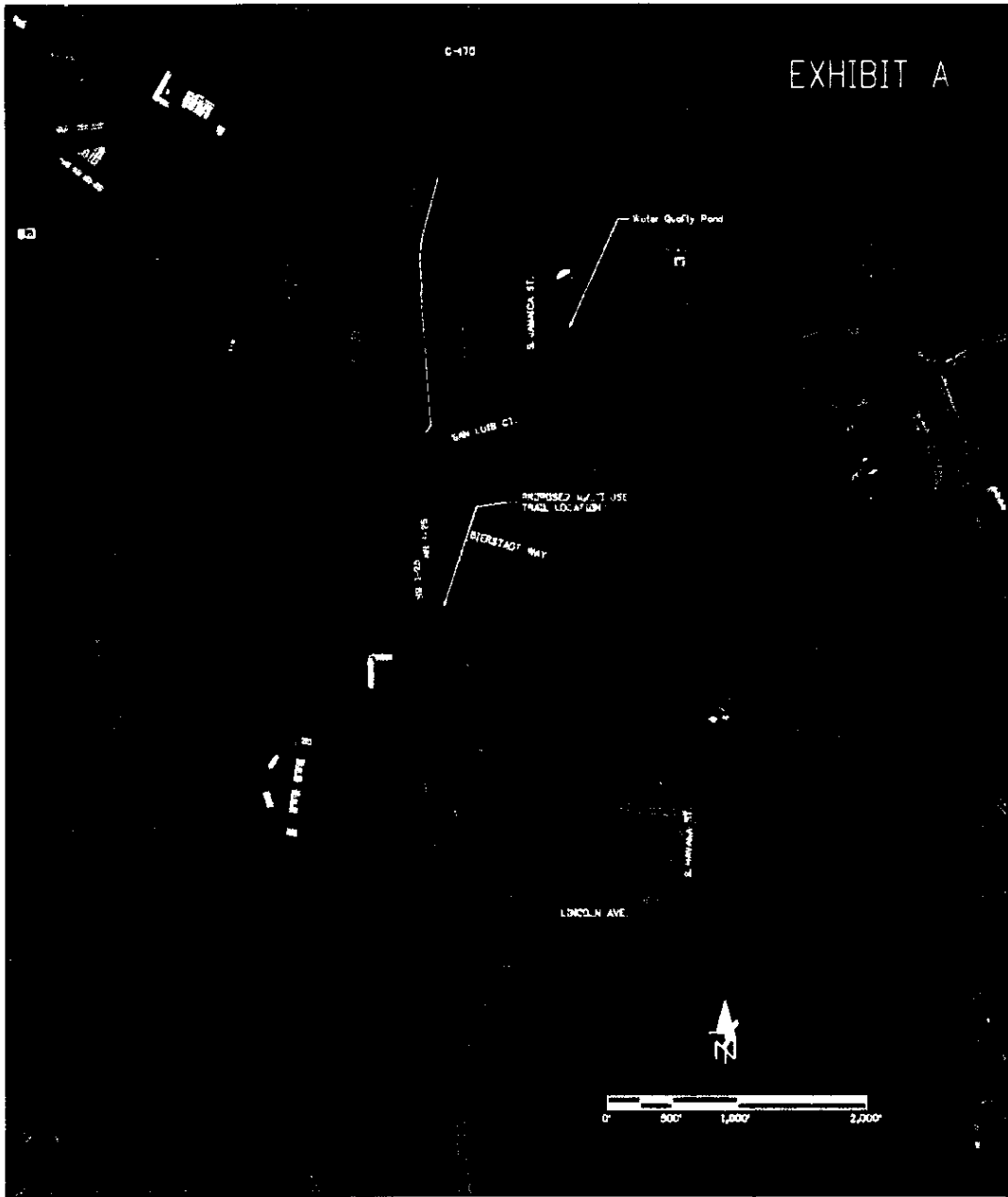


EXHIBIT A

Print Date:	LOCATION MAP MULTI-USE TRAIL		Project No./Code	
File Name:			C 0252-399	
Horiz. Scale:			16602	
Vert. Scale: N/A			Region: 1	
Designer:	Unit Leader:		Sheet Number: 2	
Detailer:	Sheet: 2 of 2			
Sheet Subset:				