

RESOLUTION NO. R - 015 - 001

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

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PERRY PARK WATER AND SANITATION DISTRICT AND THE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF
COLORADO, REGARDING THE DOUGLAS COUNTY LOCAL IMPROVEMENT
DISTRICT NO. 14 - 01, (SAGEPORT 2014),
DOUGLAS COUNTY PROJECT NUMBER CI 2013 - 024**

WHEREAS, the Perry Park Water and Sanitation District ("District") and the Board of County Commissioners of the County of Douglas, State of Colorado ("Douglas County") desire to enter into an agreement concerning the design, inspection and construction responsibilities for the improvements associated with the Douglas County Local Improvement No. 14 - 01, (Sageport 2014 LID) ; 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 District 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 Perry Park Water and Sanitation District 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 13th day of **January 2015**, in Castle Rock, Douglas County, Colorado.

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

By: _____

Jill E. Repella
JILL E. REPELLA, Chair

ATTEST: _____

Melissa A. Pelletier
MELISSA A. PELLETIER, Deputy Clerk to the Board



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE PERRY PARK WATER AND
SANITATION DISTRICT AND THE
BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
CONCERNING DOUGLAS COUNTY LOCAL IMPROVEMENT
DISTRICT NO. 14-01 (SAGEPORT 2014)**

This intergovernmental agreement ("Agreement"), by and between Perry Park Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado ("District") and the Board of County Commissioners of the County of Douglas ("County"), is made and entered into this 18th day of December, 2014 and shall be effective upon its execution by both District and County.

The following **Attachment A** is attached hereto and made a part of this Agreement:

Attachment A Water, sanitary sewer and roadway improvements to be constructed within the Local Improvement District (LID), as defined below.

RECITALS

WHEREAS, Douglas County Local Improvement District No. 14-01 (Sageport 2014) (hereinafter referred to as the "Sageport LID") was formed and approved by the County and the property owners within the Sageport LID's boundaries; and

WHEREAS, the Sageport LID includes the cost of construction of water, sanitary sewer gas, electric and roadway improvements within the boundaries of the Sageport LID; and

WHEREAS, the Sageport LID is located within the boundaries of the District; and

WHEREAS, the District is the sole provider of water and sanitary sewer services within the boundaries of the Sageport LID; and

WHEREAS, pursuant to Article XIV, Section 18 of the Colorado Constitution, and 29-1-203, C.R.S., the District and the County may cooperate and/or enter into contracts with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the District and the County wish to enter into this Agreement to provide for the design, construction, and maintenance of certain water and sanitary sewer improvements located within the Sageport LID ("Utility Improvements").

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. The County, at its cost, will prepare or cause to be prepared, a design survey (including a topographic survey) for the Utility Improvements and roadway and drainage improvements within the Sageport LID ("Roadway Improvements"), will design the roadway profiles and sections, and will select a qualified engineering firm to act as a consultant to complete the design of the Roadway Improvements for the Sageport LID. The County will provide to the District an electronic copy of the design survey, roadway profiles and sections for the District's use in preparing the design of the Utility Improvements. The District, at its cost, will prepare a design of the Utility Improvements based on the design survey, roadway profiles and sections provided by the County. The County will manage the design contract for the Roadway Improvements with the Roadway Improvements consultant, and the District will manage the design contract for the Utility Improvements with the District Engineer (as identified below).
2. The County shall be responsible for the preparation of the quantities, construction plans, and specifications for the Roadway Improvements ("Roadway Bid Package"). The District Engineer shall be responsible for the preparation of the quantities, construction plans, and specifications for the Utility Improvements ("Utility Bid Package"). The District Engineer shall provide the County with the Utility Bid Package as soon as practical after receipt of the information from the County referred to in Section 1 above.
3. The County shall be responsible for combining the Roadway Bid Package and the Utility Bid Package into the project bid package ("Project Bid Package"). Upon completion of the Project Bid Package, the County shall deliver a copy of the Project Bid Package to the District Engineer for his review. The County shall identify a member of the County Engineering staff to be the contact person with respect to the Sageport LID ("County LID Coordinator"). The District Engineer shall have ten (10) days after receipt of the Project Bid Package to submit any comments on or corrections to the Project Bid Package to the County LID Coordinator. If no written comments or corrections are submitted to the County LID Coordinator within said ten (10) day period, the Project Bid Package shall be deemed acceptable to the District. If the District Engineer submits written comments or corrections to the County LID Coordinator within said ten (10) day period, the County LID Coordinator shall provide a written response to the District Engineer as to whether he agrees with the District's comments or corrections. If the County LID Coordinator agrees, the required changes to the Project Bid Package shall be made to address the District's comments or corrections. If the County LID Coordinator does not agree with the District Engineer's comments or corrections, the District Engineer and the County LID Coordinator shall immediately confer with each other and cooperate in good faith to reach agreement on the terms of the Project Bid Package. Upon reaching agreement on terms of the Project Bid Package, the District Engineer shall provide written confirmation of such agreement to the County LID Coordinator.
4. The County shall bid the Project Bid Package within fifteen (15) days after receiving confirmation from the District Engineer of his agreement with the terms of the Project Bid Package. The County shall be responsible for managing the bid process and awarding all contracts contemplated by the Project Bid Package. However, prior to awarding such contracts, the District Engineer and the County LID Coordinator shall jointly review the bids to ensure that both the Roadway Improvements and the Utility Improvements contracts to be awarded to the

successful bidders are satisfactory to both the District Engineer and the County LID Coordinator. The County LID Coordinator shall be responsible for the management of all contracts awarded pursuant to the Project Bid Package.

5. The District Engineer shall be responsible for the following, at the District's cost:
 - a. Design of the Utility Improvements.
 - b. Preparation of the Utility Bid Package.
 - c. Review and approval on behalf of the District of the Project Bid Package.
 - d. Review and approval on behalf of the District of the contracts to be awarded that affect construction of the Utility Improvements within the Sageport LID.
 - e. Preparing Addenda during the bidding process related to the Utility Improvements.
 - f. Attending on behalf of the District at the pre-bid and pre-construction meetings.
 - g. Review and approval on behalf of the District of shop drawings prior to construction.
 - h. Weekly inspection (or more often as deemed appropriate by the District) of the Utility Improvements during construction.
 - i. Making recommendations to the District Manager, whose approval shall be required, in writing, for all change orders to any contracts that affect construction of the Utility Improvements.
 - j. Inspections and approvals on behalf of the District at various stages of construction and upon completion of the Utility Improvements.
 - k. Preparation of as-built drawings of the Utility Improvements.
6. The County shall be responsible for the following, at its cost:
 - a. Soils explorations, reports, and pavement design, compaction testing for construction of Utility Improvements (which compaction tests shall be approved in writing by the District's Engineer).
 - b. Construction staking for construction of Utility Improvements (which staking shall be coordinated with the District Engineer).
 - c. Providing full-time construction management and testing of the Roadway Improvements and Utility Improvements during the course of construction by the consultant ("CM Consultant") selected by the County and approved by the District Engineer as to his qualifications with respect to the Utility Improvements. Full-time construction management and testing shall be defined as follows:

The CM Consultant shall observe relevant construction activities to ensure that all materials are installed in compliance with the County's Roadway Bid Package and the District's Utility Bid Package. Such construction activities shall include, but are not limited to, installation of mainline pipe and granular bedding, backfill of water and sanitary sewer mainline pipe, installation and backfill of water and

sanitary sewer stubouts, manholes, fire hydrants, valves, and other appurtenances and disinfection and testing of water and sanitary sewer lines.

- d. The County will transmit daily inspection reports of the Utility Improvements to the District Manager on a weekly basis.

7. The District Engineer shall conduct weekly inspection of the Utility Improvements during construction and approve all acceptance testing of the Utility Improvements, and prepare as-built drawings of the Utility Improvements.

8. Upon completion of the Utility Improvements, the District Engineer shall inspect the Utility Improvements to determine if they have been completed in accordance with the Utility Bid Package. If the District Engineer determines that the Utility Improvements have been completed in accordance with the Utility Bid Package, he shall issue a letter to the District Manager advising acceptance of the Utility Improvements subject to the one-year warranty for repairs and maintenance, in accordance with the provisions of the Utility Bid Package ("Utility Improvements Warranty"). If, during his inspection, the District Engineer finds that any portion of the Utility Improvements have not been completed in accordance with the Utility Bid Package, the District Engineer shall prepare and deliver to the CM Consultant a written list of those matters or items that have not been completed in accordance with the Utility Bid Package and, upon notification by the CM Consultant that such matters have been corrected shall re-inspect the Utility Improvements. At such time as the District Engineer determines that the Utility Improvements have been completed in accordance with the Utility Bid Package, the District Engineer shall issue a letter to the District Manager advising acceptance of the Utility Improvements subject to the Utility Improvements Warranty. Upon receipt of a copy of the District Engineer's recommendation of acceptance to the District Manager, the County LID Coordinator shall cause a warranty bill of sale for the Utility Improvements to be delivered to the District. Thereafter, the District Board of Directors ("District Board") shall approve a resolution accepting the Utility Improvements subject to the Utility Improvements Warranty.

9. The County and the District agree that no water or sanitary sewer tap permits or building permits will be issued for lots within the Sageport LID until the District Board has approved a Resolution accepting the Utility Improvements.

10. This Agreement constitutes the entire agreement between the parties related to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement. No subsequent modification of any of the terms of this Agreement shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties.

11. The parties agree this Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court of Douglas County, State of Colorado, and the parties waive any right to remove any action to any other court, whether state or federal.

12. This Agreement shall be binding upon and inure to the benefit of the District and the County and their successors, assigns and legal representatives.

13. It is specifically agreed between the parties executing this Agreement that this Agreement is not intended to create any third party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain any claim under this Agreement. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

14. Except for any notice required by law to be given in another manner, all notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed effective: (a) upon receipt if personally delivered, (b) five days after date of posting, if mailed, certified mail, return receipt requested, or (c) one day after deposit with a reputable overnight carrier, to the following addresses:

If to the County:

Sean P. Owens, PE, Project Manager
Douglas County Public Works
Engineering Division
100 Third Street
Castle Rock CO 80104

With a copy to:

County Attorney's Office
100 Third Street
Castle Rock, CO 80104

If to the District:

Diana Miller, District Manager
Perry Park Water and Sanitation District
5676 West Red Rock Drive
Larkspur CO 80118

With a copy to:

Alan Hill, District Attorney
Yates Law Firm, LLC
303 East 17th Avenue, #940
Denver, CO 80203

or to such other address as either party from time to time shall designate by written notice to the other, in accordance with the terms of this section.

15. Each of the parties represents to the other that its governing body has budgeted and appropriated sufficient funds to fulfill its obligations pursuant to the terms of this Agreement for fiscal year 2014 and fiscal year 2015. Neither party is obligated to make any future allocations for this Agreement.

16. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17. For purposes of this Agreement, the singular shall be deemed to include the plural, and the plural the singular, as the context may require, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall, in all cases, be assumed as though fully expressed.

18. Each of the parties hereto represents to the other that such party has full power and authority to execute, deliver and perform this Agreement, that the individuals executing this Agreement on behalf of said party, are fully empowered and authorized by all requisite action to do so, and that this Agreement constitutes a valid and legally binding obligation of such party, enforceable against such party in accordance with its terms, that such execution, delivery and performance will not contravene a legal or contractual restriction binding upon such party, and that there is no legal action, proceeding, or investigation of any kind now pending or to the knowledge to such party, threatened which would affect the execution, delivery, or performance of this Agreement.

19. The District and County agree to cooperate in good faith, to take any and all actions and to execute any additional documents which are necessary or convenient to achieve the purposes of this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties on the dates set forth below.

**PERRY PARK WATER AND SANITATION
DISTRICT**



President/Board of Directors

Date: 12-17-2014

APPROVED AS TO CONTENT:



DIANA MILLER, District Manager

Date: 12-17-2014

ATTEST:



Secretary

Date: 12/17/2014

APPROVED AS TO LEGAL FORM:



ALAN HILL, District Attorney

Date: 12/17/14

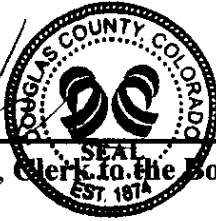
**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS**

By: _____

Jill E. Repella
JILL E. REPELLA, Chair

ATTEST: _____

Melissa A. Pelletier
MELISSA A. PELLETIER, Clerk to the Board



APPROVED AS TO LEGAL FORM:

Kristin Decker

KRISTIN DECKER **Date**
Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copland 12/22/14

ANDREW COPLAND **Date**
Director of Finance

ATTACHMENT A

SAGEPORT 2014 LOCAL IMPROVEMENT DISTRICT

Local Improvements District Lots:

- Lots 154 - 163, Sageport Filing #4

Roadway Improvements:

Construction of subgrade, drainage improvements, shouldering with aggregate base course, or placement of curb and gutter, placement and preparation of road base and the installation of hot bituminous, or portland cement concrete, pavement **22 feet** in minimum width on the following roadways:

Freemont Drive from the end of existing asphalt to Gore Drive; and Gore Drive from the end of existing asphalt to Freemont Drive.

Utility Improvements:

Construction of water mains, fire hydrants, water service laterals, sanitary sewer mains, manholes, sanitary sewer laterals and all appurtenances within the approximate boundaries of the proposed Local Improvement District, as follows:

Water and sanitary sewer laterals for the lots within the Sageport 2014 LID, as described above.

Water and sanitary sewer mains within the limits of Freemont Drive, and Gore Drive to serve the lots within the Sageport 2014 LID, as stated above.