

RESOLUTION NO. R - 019 - 117

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 DRANSFELDT ROAD EXTENSION

WHEREAS, the Board of County Commissioners of the County of Douglas (the "County") and the Town of Parker (the "Town"), desire to enter into an intergovernmental agreement concerning funding for the Dransfeldt Road Extension; and

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

WHEREAS, governmental entities are 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 Board of County Commissioners of the County of Douglas and the Town of Parker, 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 22nd day of October, 2019, in Castle Rock, Douglas County, Colorado.

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

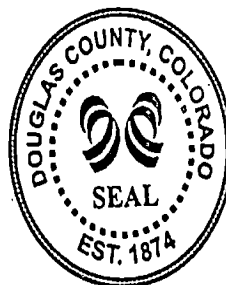
BY: Roger A. Partridge

ROGER A. PARTRIDGE, Chair

ATTEST:

Christin Randlett

Christin Randlett, 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 THE DRANSFELDT ROAD EXTENSION**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 22nd day of October, 2019, 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 conceptual / preliminary design of the Dransfeldt Road extension improvements between Twenty-Mile Road and Motsenbocker Road, (the "Project"). The Dransfeldt Road extension is a critical component of the region's long-term transportation infrastructure plan and the Project will help to reduce congestion, improve mobility, incident management and emergency response for residents of the Town and County. The Project limits are shown in **Exhibit A**, which is attached hereto and incorporated by this reference; and

WHEREAS, the County and the Town agree the Project shall be completed in exchange for mutual commitments of the Parties hereto; and

WHEREAS, the Town and the County desire to share in the cost of the Project, as described herein; and

WHEREAS, the Town and County desire to cooperate to further the design and ultimate construction of the Project, subject to future agreements; and

WHEREAS, the Town desires to be responsible for the completion of the Project, as described in this Agreement; and

WHEREAS, the County's only responsibilities are in assisting with the selection of the Qualified Engineer and its voluntary financial contribution for a portion of the Project costs; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding 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. Consultant Selection Process and Contracting for the Project. The Parties agree that the Town will enter into a professional services agreement with a qualified engineer to complete the Project (the "Qualified Engineer"). The Qualified Engineer shall be selected based on the responses to a Request for Proposals (RFP) advertised by the Town. A list of consultants will be shortlisted to submit a proposal, consisting of three (3) engineering firms selected by the Town and three (3) engineering firms selected by the County. The consultant selection process

used for the Project shall be agreed to by the Parties, utilizing representatives from their respective Public Works / Engineering Departments. Once the Parties agree on the overall ranking of consultants submitting proposals, then the Town and County representatives will seek to finalize the scope and fee for the Project with highest-ranked consultant, and if they are unable to negotiate a mutually acceptable fee with the highest-ranked consultant then the Parties will work with the second highest-ranked consultant. Upon the selection of the Qualified Engineer, the Town shall prepare necessary Professional Service Contract(s).

2. Project Cost Estimate. The Parties have budgeted and estimated the Project costs to be Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00); and the Parties contributions shown below in this Agreement are based on actual Project expenditures by the Qualified Engineer not exceeding this amount.

3. County Contribution and Responsibilities. The County agrees to pay to the Town an amount not to exceed One Hundred Twenty-Five Thousand Dollars and No Cents (\$125,000.00), hereinafter referred to as the "County Contribution" for the sole purpose of contributing to the Project and paying for a portion of the professional services performed by the Qualified Engineer. In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any additional work authorized by the Town or for any unforeseen project costs or claims.

The County Contribution is payable to the Town within thirty (30) days after the County has received a written invoice from the Town containing a statement that the Town has awarded a professional service contract with the Qualified Engineer.

If any portion of the County Contribution is not used, then the County is entitled to a refund as described below in Town Contribution and Responsibilities.

The County agrees to provide representatives from its Public Works / Engineering Department to participate in the Town design review meetings for the Project, but all Project decisions and directions to the consultants is ultimately the Town's responsibility.

If the Town elects to unilaterally increase the Project Cost and its project budget, it may do so; provided it does not include an increase in the County Contribution. The County Contribution may not be increased without both Parties executing an amendment to this Agreement prior to any additional expenditures in which the Town wants the County to participate.

4. Town Contribution and Responsibilities. The Town shall be responsible for managing all phases of the Project, including managing the Qualified Engineer and all other aspects of the Project. Except as expressly provided in Section 3, (County Contribution and Responsibilities), the Town shall be responsible for all other Project costs, including any excess of the Project Cost Estimate. The Town is responsible for completing the Project.

The Town of Parker will track Project monthly costs for the conceptual / preliminary design effort performed by the Qualified Engineer and will use this information to provide a summary of the Project costs within thirty (30) days after completion or termination of the Project or upon written request by Douglas County.

At the completion of the conceptual / preliminary design effort performed by the Qualified Engineer or termination of the Qualified Engineer, the Town will provide written notification to the County regarding any unused project funding; and the County shall be refunded fifty percent (50%) of any amount of the difference between the actual Project expenditures and the Project Cost Estimate of \$250,000. The Town shall refund the County within forty-five (45) days for any of the reasons stipulated above.

5. Time of Performance. The Parties acknowledge and agree that the Project shall be substantially completed on or before **July 31, 2020**.

6. 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.

7. 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: Town of Parker
 Attn: Director of Engineering / Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138

Douglas County: Douglas County
 Attn: Director of Engineering Services
 100 Third Street
 Castle Rock, Colorado 80104

With electronic copy sent to: attorney@douglas.co.us

8. 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.

9. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their Commissioners, Councilmembers, 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

10. 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.

11. 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.

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

13. 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.

14. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

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.


[Remainder of page intentionally left blank. Signatures on the following page.]

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

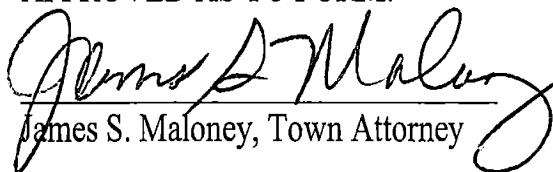
TOWN OF PARKER, COLORADO


Mike Ward, Mayor

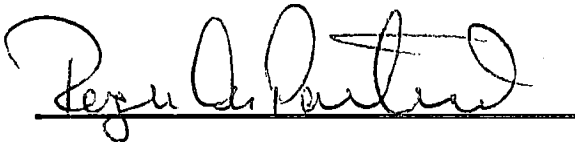
ATTEST:


Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

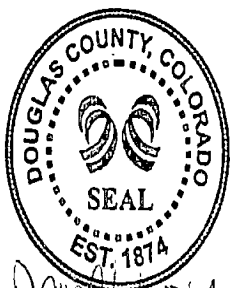

James S. Maloney, Town Attorney

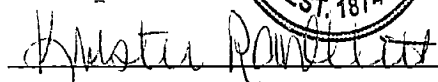
BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY



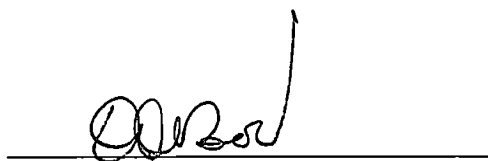
Roger A. Partridge, Chair

ATTEST:



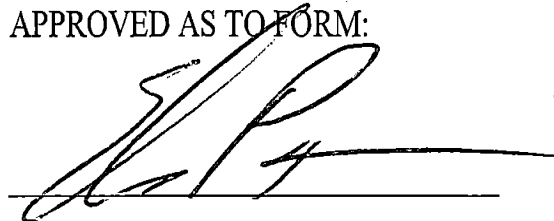

Kristin Randlett
Clerk to the Board

APPROVED AS TO CONTENT:



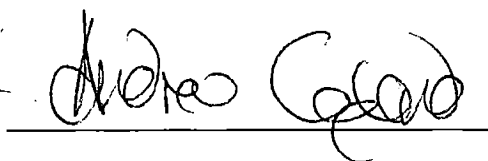
Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:



Chris Pratt,
Senior Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:



Andrew Copland,
Director of Finance

EXHIBIT A

