

RESOLUTION NO. R - 020 - 008

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
CHAMBERS ROAD BETWEEN MAINSTREET AND LINCOLN AVENUE

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 Chambers Road between Mainstreet and Lincoln Avenue; and

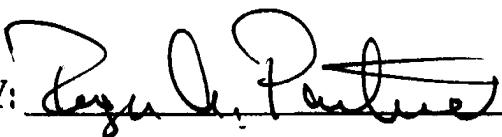
WHEREAS, the County is willing to enter into such an agreement with the Town in accordance with the terms and conditions set forth in the intergovernmental agreement attached hereto; and

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.

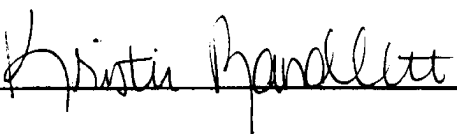
PASSED AND ADOPTED this 28th day of January, 2020, in Castle Rock, Douglas County, Colorado.

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

BY: 

ROGER A. PARTRIDGE, Chair

ATTEST:



Kristin Brundlett, 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 CHAMBERS ROAD
BETWEEN MAINSTREET AND LINCOLN AVENUE**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this _____ day of _____, 2020, by and between the Town of Parker, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the County and the Town desire to cooperate in the funding for the design, and construction of the Chambers Road improvements between Mainstreet and Lincoln Avenue, which is a critical component of the region's transportation infrastructure to benefit residents of the Town and the County, as described herein (the "Project");

WHEREAS, the Town desires to share in the cost for design and construction of the Project, as described herein;

WHEREAS the County has designed and constructed the Project, as described in this Agreement; and

WHEREAS, the Parties further desire to memorialize their agreements concerning the participation in the funding and construction 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. Project Improvements. In September 2019, the County substantially completed construction of the Project as described in **Exhibit A**, which is attached hereto and incorporated by this reference; and the County has established the Project Completion Reimbursement Cost.

2. Allocation of Costs. The County has paid the entire cost of the design and construction of the Project, subject to the reimbursement of costs described herein. The Town agrees to collect and remit to the County that portion of the cost to design and construct the Project associated with the improvements adjacent to and from 98 W. Parker, LLC, or its successor in interest, including any increase in such amount based upon the U.S. Bureau of Labor Statistics Consumer Price Index for Denver-Boulder, All Items, All Urban Consumers, or its successor index ("CPI Adjustment") as provided in paragraph 9.c. of that certain annexation agreement between the Town and 98 W. Parker, LLC, dated June 20, 2016, and recorded at Reception No. 2016039997 of the Douglas County Clerk and Recorder's Office (the "Chambers Reimbursement Cost"). The Town shall then pay the County the Chambers Reimbursement Cost within sixty (60) days of receipt of funds from 98 W. Parker, LLC, or its successor in interest.

3. Maintenance of Roadways. The County shall own and maintain the section of Chambers Road located within the unincorporated portions of the County, and the Town shall own and maintain the section of Chambers Road located within the Town's incorporated boundaries.

4. Project Completion Reimbursement Cost. The Parties acknowledge and agree that the Project was substantially completed according to the bid and construction documents (plans and specifications) in September 2019 and as modified by County approved field revisions / change orders. The amount of the Project cost to be allocated to 98 W. Parker, LLC, or its successor in interest as provided by Paragraph 2 of this Agreement is **One Million One Hundred Forty Thousand Seven Hundred Dollars (\$1,140,700.00)**, (which at this time does not include the "CPI Adjustment" as identified in Section 2 above). This amount was established by the County on September 25, 2019. On Bid Schedule B, the County tabulated separately the construction cost to be allocated to 98 W. Parker, LLC, which was calculated to be **26.2%** of the total construction cost. Further, the County used this percentage (26.2%) to estimate the pro rata share of the design costs, material testing costs and consultant construction management services costs to be allocated to 98 W. Parker, LLC.

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: 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

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 Parties, 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to 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. 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.

14. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

15. Entirety. This Agreement merges and supercedes 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 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 Waid, 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:

APPROVED AS TO CONTENT:

_____,
Clerk to the Board

Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt,
Senior Assistant County Attorney

Andrew Copland,
Director of Finance

Attachment: corrected-final-Res-w-IGA-Chambers-98R (5983 : IGA w/Town of Parker re: Cost Sharing for Chambers Rd. (Mainstreet to Lincoln)),

EXHIBIT A

Description of the Project

**CHAMBERS ROAD INTERGOVERNMENTAL AGREEMENT (IGA)
DESCRIPTION OF CHAMBERS ROAD IMPROVEMENT PROJECT**

The limits of the Chambers Road Improvement Project (the “Project”) are from approximately the Lincoln Avenue / Chambers Road intersection on the north and the Mainstreet / Chambers Road intersection on the south. Chambers Road generally runs north-south between the previously listed intersections. The improvements consisted of widening existing Chambers Road between the Lincoln Avenue and Mainstreet intersections that are approximately 7,000 feet in length (which does not include the northbound to westbound left turn lane extension located north of Lincoln Avenue). The improvements included providing 3 thru lanes for southbound and 2 thru lanes for northbound, providing a raised median and turn lanes where warranted; and the Project was constructed in accordance with the Douglas County approved Bid and Construction Documents (plans and specifications). At the time of construction, the Project was primarily located within unincorporated Douglas County.