

RESOLUTION NO. R - 021 - 035

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

A RESOLUTION APPROVING THE SECOND AMENDMENT TO THE
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 PROJECT

WHEREAS, the Board of County Commissioners of the County of Douglas (the "County") and the Town of Parker (the "Town"), desire to execute the **Second Amendment** to the intergovernmental agreement concerning funding for the Dransfeldt Road Extension Project, and

WHEREAS, the County is willing to enter into such amendment with the Town in accordance with the terms and conditions set forth in the **Second Amendment** to 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 **Second Amendment** to 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 13th day of April, **2021**, in Castle Rock, Douglas County, Colorado


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

BY: 
A4003FF630F6444

LORA L. THOMAS, Chair

ATTEST:


400CF70F519RB420
Kristin Randlett, Clerk to the Board


DocuSigned by

Pre-recording to include 1GA

**SECOND AMENDMENT TO 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**

THIS SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("Second Amendment") is made and entered into this ____ day of _____, **2021**, 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 "

RECITALS

WHEREAS, the Parties entered into the Intergovernmental Agreement (the "Agreement") concerning advancing the conceptual / preliminary design of the Dransfeldt Road extension improvements between Twenty-Mile Road and Motsenbocker Road, (the Project"); and

WHEREAS, the Parties entered into a First Amendment to the Agreement (the "First Amendment") to allow the Town to retain consultants previously selected by the Town to provide professional services for the Project, and allow additional time to complete various tasks associated with the Project, and

WHEREAS, the Town and the County desire to cooperate in further advancing the design required for the Project, and

WHEREAS, the county desires to voluntarily contribute up to \$250,000, which represents approximately fifty percent (50%) of the additional consultant services needed to further advance the design, and the Parties agree to provide additional time for completion of the additional work, as provided in **Section D**, as shown below; and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions stated in this Second Amendment.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree to this Second Amendment to the Agreement, including modifications to the following Sections:

Section A. Section 2 of the Agreement titled, "Project Cost Estimate," is hereby amended as follows.

As part of this Second Amendment, the Parties have revised the budget and estimated an increase in the Project costs from the original Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) to Seven Hundred Fifty Thousand Dollars and No Cents; (\$750,000.00) and the Parties' contribution shall be in accordance with the amounts stipulated in **Section B** and **Section C** shown below, and based on the actual Project expenditures performed by the Qualified Engineer.

Section B. The first full Paragraph of **Section 3** of the Agreement, titled “County Contribution and Responsibilities,” is amended to provide as follows:

As part of this Second Amendment, the County agrees to pay to the Town an amount not to exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00) for a total amount of Three Hundred Seventy-Five Thousand Dollars and No Cents (\$375,000.00), hereinafter referred to as the “County Contribution” for the sole purpose of further advancing the design of the Project associated with 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.

Section C As a part of this Second Amendment, the last full Paragraph of **Section 4** of the Agreement titled “Town Contribution and Responsibilities,” is amended to provide as follows:

At the completion of the 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 increased Project Cost Estimate, which has been revised and is now estimated to equal Seven Hundred Fifty Thousand Dollars and No Cents; (\$750,000.00). The Town shall refund the County within forty-five (45) days for any of the reasons stipulated above.

Section D. **Section 5** of the Agreement, titled “Time of Performance,” is replaced in its entirety with the following:

The Parties acknowledge and agree that the Project shall be substantially completed on or before **December 31, 2021**.

Section E. **Section 10** of the First Amendment, titled “Additional Documents,” is amended by the addition of the following language to the end of the Section:

The Town and the County acknowledge and agree that the Agreement has been modified to include the additional information and provisions identified in the First Amendment and this Second Amendment.

The remainder of the Agreement and the First Amendment shall be unchanged and in full force and effect

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

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

TOWN OF PARKER, COLORADO

Jeff Toborg, Mayor

ATTEST:

Chris Kinderspeal
Carol Baumgartner, Town Clerk
Deputy Town Clerk

APPROVED AS TO FORM:

James S. Maloney
James S. Maloney, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

Lora L. Thomas, Chair

ATTEST.

APPROVED AS TO CONTENT:

Emily Wrenn,
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