

RESOLUTION NO. R-021- 055

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

RESOLUTION APPROVING 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 LINCOLN AVENUE (JORDAN TO PARKER  
ROAD) WIDENING PROJECT, DOUGLAS COUNTY PROJECT NO. CI 2020-017.

*WHEREAS*, the Board of County Commissioners of the County of Douglas (the “County”) and the Town of Parker (the “Town”), desire to execute the intergovernmental agreement regarding cost sharing concerning funding for Lincoln Avenue (Jordan to Parker Road); 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 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 11th day of May, 2021, in Castle Rock, Douglas County, Colorado.

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

BY: DocuSigned by:  
*George Teal*  
E5CD14592431405  
\_\_\_\_\_  
GEORGE TEAL, Chair

ATTEST: DocuSigned by:  
*Kristin Randlett*  
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\_\_\_\_\_  
KRISTIN RANLETT, 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 LINCOLN AVENUE  
(JORDAN TO PARKER ROAD)**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") 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, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the County and the Town desire to cooperate in advancing the design and construction associated with improving and widening Lincoln Avenue between Jordan Road and Parker Road, (the "Project"). The Lincoln Avenue widening is a critical component of the region's long-term transportation infrastructure plan and the Project will help to reduce congestion, improve safety and 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 Parties agree to advance the Project in exchange for mutual commitments of the Parties hereto; and the Parties desire to share in the cost of the Project, described herein; and

WHEREAS, the Parties agree this Agreement can be amended to further the design and construction of the Project, and

WHEREAS, the Town is responsible for managing all aspects of Project, including providing project oversight during the design, right-of-way and construction phases; and

WHEREAS, the Town is responsible for securing all funding necessary to design and construct the Project, except for the County's contribution; and

WHEREAS, the County's only responsibility is for its voluntary contribution for a portion of the Project costs as identified in **Section 3**; and

WHEREAS, the County agrees to assist the Town with the selection of the Qualified Engineer; and

**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 and a list of consultants will be shortlisted to submit a proposal. The Parties agree to jointly select a minimum of six (6) consultants to receive an RFP, utilizing the current Douglas County Public Works Engineering Final Consultant Shortlist for 2021 through 2022 Projects under the category of Division 1 – Major Roadway. The consultant selection panel shall be equally compromised with two representatives from both Parties’ respective Public Works / Engineering Departments and the selection process will be agreed to by the Town and the County in writing. 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 estimated and budgeted Five Hundred Thousand Dollars and No Cents (\$500,000.00) to be set aside for the initial consultant services needed to advance the design associated with the Project. The actual Parties contributions shown below, shall be based on actual Project expenditures.

3. County Contribution and Responsibilities. The County agrees to pay to the Town an amount not to exceed Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), hereinafter referred to as the “County Contribution” for the purpose of advancing the design of the Project. The County Contribution shall be used solely for 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’s lump sum contribution is payable to the Town within forty-five (45) 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.

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 Town’s 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 responsibilities and project costs, including changes to the initial scope of work or adding supplementary tasks in order to further advance the Project. 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 initial Project Cost Estimate of \$500,000. The Town shall refund the County within forty-five (45) days for any of the reasons stipulated above.

5. Time of Performance. Upon execution of this Agreement, the Town shall diligently pursue award of the initial contract to advance the design of the Project. Currently, the Town anticipates that the initial design will commence before **August 31, 2021** and will be substantially completed before **November 30, 2022**.

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, including a return of the funds described in **Section 3** of this Agreement in the event of a default by the other Party. In the event that the initial design contract is delayed and does not commence before **December 1, 2021**, unless an extension is agreed to in writing by both Parties prior to **December 31, 2021**, the County may terminate this Agreement and the Town will give a full refund of any County Contribution received. This Section shall survive the termination of this Agreement.

If any of the County Contribution is not used within twenty-four (24) months of being paid to the Town, then the County may request any unused portion be returned within sixty (60) days of written notice. Under this provision, any amount that the Town desires to retain (not refund to the County), shall be detailed in a written request and presented by the Town for the County's consideration, and said request should include copies of all applicable supporting documents justifying why the unused funds are still needed for additional Project costs. The County will determine in its sole discretion if the Town may retain such funds.

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](mailto: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.

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

**TOWN OF PARKER, COLORADO**

\_\_\_\_\_  
Jeff Toborg, Mayor

ATTEST:

\_\_\_\_\_  
Carol Baumgartner, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
James S. Maloney, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**

\_\_\_\_\_  
\_\_\_\_\_, Chair

ATTEST:

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Kristin Randlett,  
Clerk to the Board

\_\_\_\_\_  
Douglas J. DeBord,  
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

\_\_\_\_\_  
Chris Pratt,  
Senior Assistant County Attorney

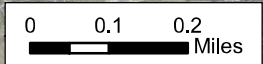
\_\_\_\_\_  
Andrew Copland,  
Director of Finance



# Exhibit A Town of Parker Lincoln Avenue Widening Vicinity Map



Lincoln Avenue Widening  
to 6 Lanes  
Jordan Road to Parker Road



Attachment: IGA-2021-w-Parker-Lincoln-Ave-w-Exhibit (6845 : Resolution Approving the Intergovernmental Agreement (IGA) Town of Parker for