

**INTERGOVERNMENTAL AGREEMENT REGARDING
CONTRIBUTION OF COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: BRONCOS PARKWAY TRAILHEAD**

This Intergovernmental Agreement ("Agreement"), is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the "County") and the **PARKER JORDAN METROPOLITAN DISTRICT**, a municipality and political subdivision of the State of Colorado (the "District"), collectively referred to herein as the "Parties."

WHEREAS, on November 4, 2003, the voters of Arapahoe County approved a county-wide sales and use tax to be used for specified Open Space purposes as set forth in County Resolution No. 030381; and

WHEREAS, Resolution No. 030381 authorizes the County to expend a portion of the tax funds for the acquisition of open space and the development of trails, and also to expend funds on joint projects;

WHEREAS, on March 1, 2010 the County, the District and the City of Centennial entered into an "Intergovernmental Agreement Regarding Coordination of Trailhead and Tagawa Road Projects," which provided, in part, for the construction by the District of certain trailhead improvements adjacent to Broncos Parkway in Centennial, CO, as more fully described in the Exhibit A to the Agreement (referred to herein as the "Project");

WHEREAS, the County has previously awarded the District Open Space Grant Funds to be used for the construction of the Project, and the District has also expended its own funds on the Project;

WHEREAS, the County, at the request of the District, now desires to contribute a portion of its acquisition and trail development funds towards the construction of the Project;

WHEREAS, intergovernmental agreements are authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

NOW, THEREFORE, the County and the District agree as follows:

1. Funding Amount. The County agrees to contribute the amount of fifty three thousand, four hundred and eight dollars (\$53,408.00) to the District to be used solely towards the construction of the Project.
2. Acknowledgement of County by District. The District agrees to acknowledge the Arapahoe County Open Space Program as a contributor to the Project in all publications, news releases, and other publicity issued by the District related to the Project and agrees to allow the County to do

the same. If any events are planned in regard to the Project, the Arapahoe County Open Space Program shall be acknowledged as a contributor in the invitation to such events. The District shall cooperate with the County in preparing public information pieces, providing photos of the Project from time to time, and providing access to the Project for publicity purposes.

3. Required Sign at Project Site. The District agrees to erect and permanently maintain at least one sign in a publicly visible area in recognition of the contributions of the Arapahoe County Open Space Program. The location, form, design, and wording of such sign shall be approved by the County.
4. Record Keeping Requirements. The District shall maintain a complete set of books and records documenting its use of the funds and its supervision and administration of the Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the District which are pertinent to the Project for the purpose of making an audit, examination, or excerpts. The District shall keep all books, documents, papers, and records for a minimum of three (3) years.
5. Reimbursement of Project Funds. The District understands and agrees that if the funds are not promptly used for the Project in accordance with this Agreement, the County may require the District, at minimum, to reimburse the County in the amount of such funds that are not used for the Project.
6. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
7. No Waiver of Rights. A waiver by either party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
8. Relationship of the Parties. The District shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
9. No Third Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the District.

10. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.
11. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the District.
12. Venue. Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
13. Notices. Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80166-0001

and

Arapahoe County Open Space Manager
10730 East Briarwood Avenue, Suite 100
Centennial, Colorado 80112-3853

DISTRICT:

Parker Jordan Metropolitan District
c/o R.S. Wells
Bob Blodgett, Manager
8390 E. Crescent Parkway, Suite 50
Greenwood Village, CO 80111

14. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
15. Extent of Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no

representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
17. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
18. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the parties and are not intended in any way to define, limit, or otherwise describe the scope or intent of this Agreement.
19. Disbursement. Funds shall be transferred within a reasonable time after the execution of the IGA. The preferred method used by the County for transfer of Project funds is by ACH Authorization. The District agrees to this method. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise available. This Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated.
20. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party, which consent shall not be unreasonably withheld.
21. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

IN WITNESS WHEREOF, the County and the District have executed this Agreement on the date set forth below.

DATED this 12/9/2010

ARDELIA SEGHERS
NOTARY PUBLIC
STATE OF COLORADO
MY COMMISSION EXPIRES 12/18/2014

ATTEST: PARKER JORDAN METROPOLITAN DISTRICT: *as*

By: *[Signature]* By: Norman Sheldon, Pres.

ATTEST: COUNTY:

By: _____ By: *Rod Bockenfeld*
Nancy A. Doty, Rod Bockenfeld,
Clerk to the Board Chair, Board of County Commissioners

Contract Management II - Production

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CONTRACT MANAGEMENT II

(* = required field)

User: **Dee Seghers**

Contract #: **OSOS103300**

0

Enter Date: 11/04/2010

* Contact: Chuck Reno

* County Attorney Contact: Ron Carl

* Description: Arapahoe County has entered into agreement with the Parker Jordan Metro District to design and construct the new Broncos

* Orig Dept/Office: Open Space

* Contact Phone: (720) 874-6724

Attorney Phone: (303) 795-4639

Division: Open Space

Contract Type: Agreement

Other Types:

P.O. #:

Resolution #: 100898

* Contract Start Date: 11/04/2010

* Contractor: Parker Jordan Metro

* Amount: \$53,408.00

* Bid Number: n/a

* Cost Center Fund 1: 284580700

Cost Center Fund 2: 0

* Contract End Date: 01/31/2011

Retainage: 0 %

Auto-Renew:

Contract Status: Pending

Budget Amount: \$0.00

* Account #: 54360

Insurance Required: No

Certificate Acquired:

[View/Edit All Insurances/Bonds](#)

[View A Contract](#)

Route Title	Approver	Dates	Comments
Originator	Dee Seghers	11/04/2010	** Approval of Sara Mills was made by Sarah Mills ** This is an IGA between Arapahoe County and Parker Jordan Metro District. It was approved by the BoDC under resolution # 100161. 11/9 to Ron; Per legal - the agreement is approved subject to open space using the revised version of the agreement that was re-sent to Chuck Reno on 11/10 and not the agreement form that was attached to the contract review form. RC. 11/10 to Dee WHEN RETURNED CHECK TO MAKE SURE CORRECT FORM USED. 1/3/11 to Dee
Budget	Sarah Mills	11/08/2010	
Purchasing	Keith Ashby	11/08/2010	
Risk Management	Pat Skahill	11/08/2010	
County Attorney	Ron Carl	11/10/2010	
Administration	Dee Seghers	11/12/2010	

Record 1 of 1 (Where ContractNumber LIKE '%103300%')

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