

INTERGOVERNMENTAL AGREEMENT
Arapahoe County – Parker Jordan Metropolitan District
Concerning Cost Sharing for Trail Construction and Maintenance

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into to be effective this 26th day of October, 2016 by and between the PARKER JORDAN METROPOLITAN DISTRICT (“PJMD”) and the COUNTY OF ARAPAHOE (“County”), and collectively referred to herein as the “Parties”.

WHEREAS, the County and PJMD have a mutual interest in the construction of certain recreational trails (the “Trails”) to be located on property within the County’s open space and within the boundaries of PJMD (the location of the Trails is specifically described and shown on Exhibit A hereto); and

WHEREAS, the County and PJMD have determined that the Trails will be of benefit to the County, residents of the County, PJMD and the homeowners associations through which portions of the Trails will run; and

WHEREAS, the County and PJMD desire to split the cost of the construction of the Trails and to provide for the on-going maintenance of the Trails once constructed; and

WHEREAS, the County has the authority to provide parks and recreation facilities and PJMD has the authority pursuant to its Service Plan and C.R.S. § 32-1-1004(2)(d), to provide parks and recreation facilities, which the PJMD Board has found includes the construction of the Trails; and

WHEREAS, pursuant to Colo. Const. Art. XIV, § 18(2)(a) and C.R.S. § 29-1-203, the County and PJMD desire to cooperate and contract with each other to provide facilities and services lawfully authorized to each of the contracting parties pursuant to the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and the promises contained herein, the Parties agree as follows:

1. PJMD shall be solely responsible for soliciting, obtaining and accepting bids in accordance with applicable law for the construction and construction management of the Trails. The contract(s) for construction and construction management shall be between PJMD and the selected contractor(s), however, before final acceptance of and award of the construction contract, PJMD shall submit the selected bid and accompanying documents to Arapahoe County Open Spaces (“ACOS”) for final staff approval, which shall not be unreasonably withheld. Failure of the ACOS staff to approve within seven business days of submittal shall be deemed approval. The selected contractor shall have general liability insurance protecting the contractor, the County, and PJMD in an amount of not less than \$1,000,000 per occurrence.

2. PJMD and the County each shall pay an equal 50% share of the total cost of design, engineering, easement acquisition, and construction of the Trails. The County's portion of the cost share shall not exceed \$72,000 dollars. PJMD shall be responsible for making the construction payments up front and in full to the selected contractor or contractors. The County shall reimburse PJMD 50% of the allowable costs incurred (both before and after the date of this Agreement) upon the submission of an invoice by PJMD and such other documentation as may be reasonably requested by ACOS. Such payment shall be made by the County within 30 business days of receipt of the invoice and will not exceed \$72,000 dollars.

3. PJMD shall be responsible for acquiring from the respective homeowners associations through which any portion of the Trails shall run all necessary easements for construction, access, and ongoing maintenance to the Trails as described and shown on Exhibit B hereto. The inability of PJMD to obtain one or more of the easements that leads to the determination not to build all of the Trails shall not affect the performance of the remainder of the Agreement for the Trails that are actually constructed.

4. During the period of construction, the County shall be allowed access to the various areas where construction of the Trails is taking place for the sole purpose of construction observation.

5. Upon completion of construction, the County shall be the owner of and responsible for the on-going maintenance of any and all of the Trails that are located in Arapahoe County Open Space. Pursuant to separate agreements between PJMD and the various homeowners associations through which portions of the Trails shall run, and/or as part of the easement agreements described in Section 3, the respective homeowners associations shall own and shall be responsible for the on-going maintenance of any and all of the Trails that are located within the boundaries of their respective associations. In the event a homeowners association terminates its Trail access agreement with PJMD, the County shall have the right to negotiate a new access easement to ensure continuous public trail access.

6. All financial obligations of a Party contained herein shall be subject to the approval and the annual budget and appropriations of such Party.

7. Any notice or submission provided under this Agreement shall be properly given by hand delivery/courier, registered mail, or email addressed as follows:

If to the District: Parker Jordan Metropolitan District
c/o CliftonLarsonAllen LLP
Attn: Bob Blodgett, District Manager
8390 E. Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Bob.blodgett@claconnect.com

With a copy to: Spencer Fane LLP
Attn: Rick Kron
1700 Lincoln Street, Suite 2000

Denver, CO 80203
rkron@spencerfane.com

If to the County:

Arapahoe County Open Spaces
Attn: Shannon Carter
Director
6934 S. Lima Street, Suite A
Centennial, CO 80112
scarter@arapahoegov.com

With a copy to:

Arapahoe County Attorney's Office
Attn: Ron Carl
County Attorney
5334 So. Prince Street
Littleton, CO 80120
rcarl@arapahoegov.com

Notice shall be deemed effective upon receipt.

8. The term of this Agreement begins on the effective date and may be terminated at any time upon mutual agreement of the Parties. Upon such termination, PJMD shall be compensated for 50% of the allowable costs it has incurred and paid for work satisfactorily performed up to the date of termination.

9. Nothing herein shall be deemed or construed as a waiver of the provisions of the Colorado Governmental Immunity Act, found at C.R.S. § 24-10-101 *et seq.*, as applied to the County or PJMD.

10. This Agreement and the Exhibits to it constitute the full and complete agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those contained herein. This Agreement may only be amended by mutual written agreement signed by both of the Parties hereto.

11. This Agreement may be executed in counterparts. Electronic signatures hereon shall have the same validity as original signatures.

IN WITNESS WHEREOF, the Parties have approved this Agreement to be effective as of the date first set forth above.


PARKER JORDAN METROPOLITAN
DISTRICT

By: _____




Bill Lamberton, President

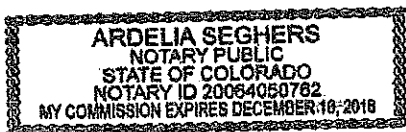
ATTEST:



COUNTY OF ARAPAHOE

By:  Res. # 160097
Chair, Board of County Commissioners

ATTEST: 
Clerk to the Board
Ardelia Seghers
Program Administrator



Brandenburger, Sandy

From: Bill Bauer <BBauer@arapahoegov.com>
Sent: Tuesday, October 25, 2016 10:57 AM
To: Shannon Carter; Blodgett, Bob
Cc: Glen Poole; ron@mulhernmre.com; Brandenburger, Sandy; Beyer, Cynthia; Rick Kron; Dauer, Beth; Glen Poole
Subject: [External] RE: PJMD IGA with ACOS for 50% cost of the new trail connections

Bob,

As discussed earlier we are on track to move forward with this project. Ron gave me a preliminary cost estimate of \$130,341. We are going to put a "not to exceeds" limit of \$72,000.

I am working on the edits from the County Attorney and then will have Shannon review and sign. I have been working with Ron as I want to be involved throughout the whole construction.

We are happy to partner on a great project that will help connect these wonderful trails.

Thanks,

Bill Bauer, CPRP
Open Spaces Operations Supervisor
Arapahoe County Open Spaces
6934 South Lima Street, Unit A
Centennial, Colorado 80112
Office: 720-874-6555
Fax: 720-874-6743
Email: bbauer@arapahoegov.com

From: Shannon Carter
Sent: Friday, October 21, 2016 8:43 AM
To: Blodgett, Bob <Bob.Blodgett@claconnect.com>
Cc: Glen Poole <GPoole@arapahoegov.com>; Bill Bauer <BBauer@arapahoegov.com>; ron@mulhernmre.com; Brandenburger, Sandy <Sandy.Brandenburger@claconnect.com>; Beyer, Cynthia <Cynthia.Beyer@claconnect.com>; Rick Kron <rkron@spencerfane.com>; Dauer, Beth <bdauer@spencerfane.com>
Subject: Re: PJMD IGA with ACOS for 50% cost of the new trail connections

Bob,
Let me check on the status and get back to you on Monday.
Thanks,
Shannon Carter
Sent from my iPad

On Oct 19, 2016, at 4:29 PM, Blodgett, Bob <Bob.Blodgett@claconnect.com> wrote:

Hi Shannon,

Just checking status, approved by the PJMD Board in July and I understand Ron/we continue to get comments that it's still being reviewed by the County?
It is consistent with what we thought Bill Bauer represented at our Board meeting was acceptable to ACOS.