



## Contract Routing Form

**\* ROUTING FORM MUST STAY WITH THE CONTRACT THROUGH COMPLETION AND MUST BE SIGNED BY ALL REQUIRED PARTIES \***

<b>EMPLOYEE ROUTING CONTRACT:</b>		Mel Hansen - Public Works, Facilities, and OTI	
<b>CONTRACT TOPIC:</b>	Median Landscape Agreement		
<b>CONTRACTOR:</b>	Parker Jordan Metropolitan District	<b>PROJECT MANAGER:</b>	Travis Greiman
<b>ESTIMATED COST/REVENUE:</b>	N/A	<b>INSURANCE CERTIFICATE?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>ESTIMATED START DATE:</b>	6/25/18	<b>ESTIMATED END DATE:</b>	On Going
<b>BUDGET LINE ITEM:</b> See Department Director or Division Manager		N/A	
<b>OTHER BUDGET INFORMATION:</b> See Finance Department		Contract Number: 0	

Department Code: \_\_\_\_\_ Account Number: \_\_\_\_\_

<b>PROCUREMENT CLASSIFICATION:</b> See Purchasing Manager			See Purchasing Policy for Definitions (Please check one)
Small Dollar Exempt (\$0-5,000) <input type="checkbox"/>	Cooperative Bid Exempt (List Organization in Comments) <input type="checkbox"/>	Sole Source Bid Exempt (Attach Justification Memo) <input type="checkbox"/>	
Simple Procurement (\$5,000-30,000) (Attach Quotations) <input type="checkbox"/>	Formal Procurement (\$30K-\$150K or \$300K for PW/CIP) (List IFB No. in Comments) <input type="checkbox"/>	High Value Procurement (Over \$150K or 300K for PW/CIP) <input type="checkbox"/>	

**COMMENTS**

**ROUTING ORDER**

Department:	Department/Contact Signature:	Date Signature Requested:	Date Returned with Signature:
1) Department Director or Division Manager	TG		6/20/18
2) Finance Department	N/A		
3) Purchasing Manager	N/A		
4) City Attorney's Office (If Required)	JD		6/20/18
5) Contractor/Vendor	Previously Signed		
6A) City Manager's Office	[Signature]		6-25-18
6B) Council / Mayor (If Required)	N/A		
7) City Clerk's Office	[Signature]		6-25-18

Distributed By:	Distributed To:	Name:	Date:
	Contractor		
	City Attorney's Office		
	City Clerk's Office		
	Finance Department		

## **MEDIAN LANDSCAPE AGREEMENT**

THIS MEDIAN LANDSCAPE AGREEMENT ("Agreement") is entered into by and between the CITY OF CENTENNIAL, a home-rule municipal corporation of the State of Colorado (the "City"), and PARKER JORDAN METROPOLITAN DISTRICT, a quasi-municipal corporation of the State of Colorado ("PJMD"). The City and PJMD shall be referred to collectively as the "Parties."

WHEREAS, the City is the owner of certain right-of-way commonly known as Broncos Parkway within the boundaries of PJMD west of South Parker Road (the "ROW"); and

WHEREAS, PJMD installed and maintains medians in the ROW (the "Medians") pursuant to an agreement between PJMD and Arapahoe County prior to its annexation into the City; and

WHEREAS, the District has installed and maintained certain landscaping improvements ("Improvements") on the Medians; and

WHEREAS, as the owner of the ROW, the City is authorized to alter or remove the Medians at any time under its sole discretion; and

WHEREAS, the PJMD desires to continue its operation and maintenance responsibilities of the Medians and the Improvements; and

WHEREAS, the City desires to facilitate PJMD's maintenance of the Improvements and the Medians in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

### **TERMS AND CONDITIONS:**

- 1.0 PJMD OBLIGATIONS. PJMD, at its sole cost and expense, shall:
  - 1.1 Maintain the Improvements including mowing, weed control, tree maintenance, damage to irrigation lines and trash removal;
  - 1.2 Provide water to irrigate the Improvements;
  - 1.3 Provide electricity necessary to operate the irrigation system or any other Improvements in the Medians; and
  - 1.4 Repair damage to the roads and sidewalks caused by the construction, repair or maintenance, including irrigation or watering, of the Medians or the Improvements.

- 2.0 **CITY'S RIGHT TO ALTER IMPROVEMENTS OR MEDIANS.** Notwithstanding any other provision in this Agreement, if the City, through its Public Works Director, deems it necessary for the safety of the public to make any physical alteration to the Medians, including, but not limited to, removal of the entire Medians or any portion of the Improvements therein ("Action"), the City agrees to provide written notice to PJMD stating the Action contemplated by the City as it relates to the Improvements. If PJMD fails to respond to the City within thirty (30) days of receipt of such notice, PJMD shall be deemed to have consented to the Action. Notwithstanding the notice requirement contained in this paragraph, in the event an Action is determined by the City, in its sole discretion, to be an emergency ("Emergency Action"), the City may take such Emergency Action immediately and without prior notice to PJMD; provided that the City shall provide written notice to PJMD on the next business day following such Emergency Action. The City agrees that, to the extent possible, it shall exercise reasonable efforts to minimize any damage to the Improvements as a result of any Action or Emergency Action. However, in no event shall the City be responsible for the cost to repair any damage to the Improvements caused by the City's Action or Emergency Action.
- 3.0 **INSURANCE.** PJMD shall maintain public liability insurance in amounts of not less than \$400,000 per person and \$1,000,000 per occurrence. PJMD shall provide copies of a certificate of such insurance naming the City as an additional injured for claims related to PJMD's operation and maintenance of the Medians and the Improvements.
- 4.0 **ANNUAL APPROPRIATIONS.**
- 4.1 All financial obligations of the City hereunder shall be subject to annual budget and appropriation by the City of Centennial City Council.
- 4.2 All financial obligations of PJMD hereunder shall be subject to annual budget and appropriation by the PJMD Board of Directors.
- 5.0 **TERM OF AGREEMENT.** The term of this Agreement is perpetual, subject to the right of termination as set forth herein or by written agreement of the Parties.
- 6.0 **TERMINATION.** The City or PJMD may terminate this Agreement upon thirty (30) days written notice. In the event of such termination, the City may commence maintenance of the Improvements unless the same have been removed through a City Action or Emergency Action.
- 7.0 **NOTICES.** All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via United Parcel Service or other

nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the City:

City of Centennial  
13133 East Arapahoe Road  
Centennial, CO 80112  
Attn: City Manager  
Phone: (303) 325-8000

With a Copy to:

City of Centennial  
13133 East Arapahoe Road, Suite 100  
Centennial, CO 80112  
Attn: City Attorney  
Phone: (303) 754-3399

To PJMD:

Parker Jordan Metropolitan District  
c/o CliftonLarsonAllen LLP  
8390 E. Crescent Pkwy  
Ste. 500  
Greenwood Village, CO 80111  
Attn: Bob Blodgett, District Manager  
Phone: (303) 779-4525

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

#### 8.0 MISCELLANEOUS.

- 8.1 This Agreement shall be governed and construed under the City of Centennial Home Rule Charter, the Centennial Municipal Code and the laws of the State of Colorado. Venue for any action arising under the terms of this Agreement shall be in the appropriate court for Arapahoe County.

- 8.2 Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- 8.3 Nothing in this Agreement is intended to waive any protection afforded the Parties, their officers, employees or agents under common law or by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., or any other applicable law providing immunity to the Parties, their officers, employees and agents.
- 8.4 This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.
- 8.5 Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.
- 8.6 If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
- 8.7 This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.
- 8.8 Paragraph headings are inserted for convenience of reference only.
- 8.9 The Parties represent that the undersigned signatories are authorized to sign on behalf of the Parties.

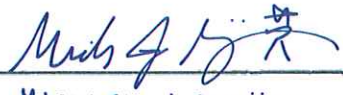
[REMAINDER OF PAGE LEFT BLANK]

PARKER JORDAN METROPOLITAN  
DISTRICT


  
\_\_\_\_\_  
Bill Lamberton, Chair

ATTEST:

Secretary

  
\_\_\_\_\_  
MICHAEL J. MOJICA

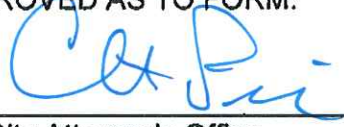
CITY OF CENTENNIAL

By:   
\_\_\_\_\_  
Matt Sturgeon, City Manager

ATTEST:

By:   
\_\_\_\_\_  
City Clerk or Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
For City Attorney's Office