

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2015, by and between the TOWN OF COLUMBINE VALLEY, a statutory town of the State of Colorado ("Columbine Valley"), and the CITY OF LITTLETON, a home-rule municipality of the State of Colorado ("Littleton"), and ARAPAHOE COUNTY, a county of the State of Colorado ("Arapahoe County"), (each a "Party" or collectively the "Parties") and provides as follows:

WHEREAS, Section 29-1-203 of the Colorado Revised Statutes and Article XIV, Section 18(2) of the Colorado Constitution encourage governmental entities to make efficient and effective use of their powers and responsibilities through cooperation and execution of intergovernmental agreements;

WHEREAS, the Parties desire to proceed with the preparation of a preliminary traffic feasibility Traffic Study of Platte Canyon Road between Bowles Avenue and Mineral Avenue, portions of which are located within the jurisdictions of Columbine Valley, Arapahoe County and Littleton; (hereinafter "the Traffic Study")

WHEREAS, Platte Canyon Road between Bowles Avenue and C-470 is a state highway (SH75) under the jurisdiction of CDOT which currently has maintenance, operations, and ownership responsibility; and

WHEREAS, the scope of the Traffic Study was developed by the Platte Canyon Task Force, an intergovernmental staff group with representatives from Columbine Valley, the City of Littleton and Arapahoe County; and

WHEREAS, the purpose of the Traffic Study is to determine the existing and future capability of Platte Canyon Road to accommodate anticipated development in the area; and

WHEREAS, Littleton, Columbine and Arapahoe County have authorized funding for the Traffic Study;

NOW THEREFORE, in consideration of the mutual promises, conditions and covenants contained herein, the Parties hereto agree as follows:

A. Scope of Agreement. This Agreement defines the responsibilities and financial commitments of the Parties with respect to the Traffic Study.

B. Scope of Traffic Study. The scope of the Traffic Study is as follows:

1. Identify the existing and future traffic, operational, capacity, and safety challenges for various users (vehicle, peds, bikes, transit users) on Platte Canyon Road from Mineral Avenue to Bowles Avenue;
2. Identify the existing geometric and physical constraints on Platte Canyon Road from Mineral Avenue to Bowles Avenue;
3. Identify solutions that will address traffic, operational and capacity issues now and projected to occur in the future;
4. Identify the physical and economic restraints on widening Platte Canyon Road to four lanes, if needed, as well as other corridor level improvements;
5. Analyze an option without widening Platte Canyon Road, but which improves its level of service, operational characteristics, travel time, etc.;
6. Provide conceptual cost estimates for the alternative solutions; and
7. Estimate the costs of a full formal Platte Canyon Road Improvement Traffic Study that would provide more specific cost estimates and possible revenue sources.

C. Public Necessity. The Parties agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience and welfare of the people of the State of Colorado, and is of particular benefit to the inhabitants of Columbine Valley, Littleton and Arapahoe County.

D. Traffic Study Costs. It is understood that the Traffic Study costs are not to exceed \$12,500, without amendment to this Agreement. The dollar contribution by each Party shall be as follows:

	<u>Dollars</u>	<u>Percentage</u>
1. Columbine Valley Contribution:*	\$8,000.	73%
2. Littleton Contribution:	\$1,000.	9.0%
3. Arapahoe Contribution:	<u>\$2,000.</u>	<u>18%</u>
Total	\$11,000	100%

*The Town of Columbine Valley contribution has been approved and allocated to the General Ledger Account established for this Traffic Study. Expenditures have been made from this account.

- E. Management of Traffic Study. Columbine Valley with the assistance of the Platte Canyon Task Force, shall administer and coordinate the Traffic Study. Columbine Valley shall use its best efforts to inform the Parties as to the status of the Traffic Study.

1. Contract Administration

As the contract administrator, Columbine Valley shall:

- a. Establish and maintain a method of prompt and efficient communication concerning the Traffic Study to the representatives designated by the Parties. The contract administrator shall make all reasonable effort to apprise the Parties' representatives of the progress of the Traffic Study, compliance and non-compliance with performance deadlines and shall immediately inform the Parties' representative in writing if it is anticipated or reasonably foreseeable that the Traffic Study will not be completed on time or on budget or in accordance with the underlying contract with the consultant(s).
- b. Communicate with Parties' designated individual staff contacts concerning the Traffic Study.
- c. Manage the funds for the Traffic Study so that invoices from the consultant(s) are paid from the Parties' accounts in accordance with the percentages identified in Section D above.
- d. Supervise and review the work of the consultant(s) performing work on the Traffic Study to ensure compliance with Traffic Study established standards as agreed to by the Platte Canyon Task Force, Traffic Study contract documents, applicable laws and regulations.
- e. Provide all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial, accounting) to complete the Traffic Study and manage the consultant(s).
- f. Provide a completed report that conforms to the scope of work and Traffic Study established standards including drawings and final reports.

2. Funding and Contract Administration

Within 10 business days of the Parties executing this agreement, Arapahoe County and Littleton shall deposit into Columbine Valley Account funds equal to the amounts set forth above. The funds deposited shall be deposited into a separate Columbine Valley General Ledger Account for the Platte Canyon Road Traffic Study in the amount of Three Thousand Dollars (\$ 3,000.00). The Town of Columbine Valley share of \$8000.00 has been allocated into the General Ledger Account for the Platte Canyon Road Traffic Study. All payments to the consultant or consultants retained by the Task Force shall be subject to withholding for retainage in accordance with law, and to its contract administrator's recommendation that such payments be made in accordance with work performed to the satisfaction of Columbine Valley. Final payment shall be made in accordance with law.

3. Cost Under-runs and Over-runs.

- a. If the total actual costs to complete the Traffic Study are less than the Traffic Study budgeted cost estimate of Eleven Thousand dollars (\$11,000.), then the amount each Party is ultimately responsible to contribute toward the Traffic Study shall be decreased in accordance with the percentages Identified in Section D above.
- b. If the total actual costs to complete the Traffic Study exceed the preliminary budget of Eleven Thousand dollars (\$11,000.), the Parties agree to work together in good faith to increase the amount each Party is obligated to contribute in accordance with the percentages identified in Section D above. The Parties agree to cooperate with each other to keep the Traffic Study within the estimated cost and also to consider changing the scope of work in order to avoid cost over-runs requiring appropriation of additional funds. Any such changes shall be effected only by a written and duly executed amendment to this Agreement.

4. Traffic Study Management.

- a. Arapahoe County Representative. Arapahoe County hereby designates Bryan D. Weimer as Arapahoe County's representative to coordinate all communication with Columbine Valley related to the Traffic Study, including issues arising under this Agreement.

- b. Littleton Representative. Littleton hereby designates Robert Deeds as Littleton's representative to coordinate all communication with Columbine Valley related to the Traffic Study, including issues arising under this Agreement.
 - c. Columbine Valley Representative. Columbine Valley hereby designates Philip E. Sieber as Columbine Valley's representative to coordinate all communication with the Parties related to the Traffic Study, including issues arising under this Agreement.
- F. Term of this Agreement. The term of this Agreement shall commence upon final execution by all Parties and shall terminate upon completion of the Traffic Study or 12 months after final execution by the Parties, whichever occurs first. Columbine Valley shall provide each Party with a hard and electronic copy of the Traffic Study and other related documents upon its completion.
- G. Amendments. This Agreement contains all of the terms agreed upon by and among the Parties. Any amendments or modifications to this Agreement shall be in writing and executed by the Parties hereto to be valid and binding.
- H. Severability. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
- I. Applicable Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any and all legal actions regarding the transaction covered herein shall lie in District Court in and for the County of Arapahoe, State of Colorado.
- J. Assignability. No Party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the non-assigning Party or Parties to this Agreement.
- K. Binding Effect. The provisions of this Agreement shall bind and shall inure to the benefit of Parties hereto and to their respective successors and permitted assigns.
- L. Enforceability. The Parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific

performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

- M. Termination of Agreement. This Agreement may be terminated upon thirty (30) day's written notice by any of the Parties, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of all Parties and only upon the cancellation of all contingent, outstanding contracts related to the Traffic Study. All costs associated with the cancellation of the contingent contracts shall be shared between Parties in accordance with the contribution percentages in Section D, above.
- N. No Discrimination in Employment. In connection with the performance of work under this Agreement, Parties agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.
- O. Appropriations. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of the Parties.
- P. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Parties that any person or party other than anyone of Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
- Q. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same effect as if all parties had signed the same signature page.

WHEREFORE, the Parties hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

TOWN OF COLUMBINE VALLEY

By: _____
Gale Christy, Mayor

Date_____

CITY OF LITTLETON

Phil Cernanec
PRESIDENT OF CITY COUNCIL

Date_____

ATTEST:

Wendy Heffner
CITY CLERK

APPROVED AS TO FORM:

Kristin Schledorn
CITY ATTORNEY

COUNTY OF ARAPAHOE

By: _____
Chair, Arapahoe County Board of
Commissioners

Date _____

ATTEST: _____
Clerk to the Board