

**RESOLUTION NO. 1835**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING THE INTERGOVERNMENTAL/JOINT USE  
AGREEMENT OF GOLDEN HIGH SCHOOL SPORTS FIELDS**

WHEREAS, the City of Golden and the Jefferson County School District No. R-1 are authorized and empowered under Colorado law to acquire, develop, operate and maintain recreational sites and facilities for the students and residents within their respective jurisdictions and to contract with each other for such purposes; and

WHEREAS, the District is making improvements to a sports field at Golden High School for the recreational benefit of the students and residents; and

WHEREAS, both parties desire to make the field improvements so additional use of School Sports Fields are available to the residents of Jefferson County and the City of Golden; and

WHEREAS, Jefferson County Open Space has allocated funds for the construction of artificial turf fields at certain Jefferson County High Schools through their Joint Venture Grant program; and

WHEREAS, the City of Golden working cooperatively with the School District is eligible for funding for Golden High School through this program.


THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

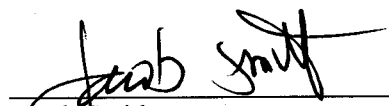
Section 1. The Golden City Council approves the Intergovernmental/Joint Use Agreement of Golden High School Sports Fields between the City of Golden and the Jefferson County School District No. R-1., including Exhibits A and B in substantially the same form as the copies attached hereto, which are made a part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the City.

Section 2. The Golden City Council hereby authorizes the Golden Parks and Recreation Department to apply for a Jefferson County Open Space Joint Venture Grant in the amount of \$300,000 for the Golden High School artificial turf field project. The City of Golden will transfer any funds awarded through the Joint Venture Grant program on to the School District for construction of this project.

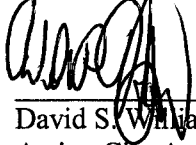
Adopted this 14th day of February, 2008.



  
Susan M. Brooks, MMC  
City Clerk

  
Jacob Smith  
Mayor

APPROVED AS TO FORM:




\_\_\_\_\_  
David S. Williamson  
Acting City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 14th day of February, A.D., 2008.



ATTEST:



\_\_\_\_\_  
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

## **EXHIBIT A**

### **GOLDEN HIGH SCHOOL FIELD IMPROVEMENT**

The upgrade of a grass field at Golden High should result in a multipurpose artificial turf field marked for soccer. The surface area should be approximately 90,000 square feet. Construction will include a subsurface drainage system. The synthetic field and in-fill material will be permeable. This will allow the water to permeate the artificial turf surface and base material to enter the drainage system. Water will then flow through the multi-flow drainage system and away from the field.

Minimum Specifications for the artificial turf surface are as follows (Excerpts from Golden High School Synthetic Turf Fields, Construction Documents Project Manual, dated \_\_\_\_\_, District Specifications, Section 02880, Synthetic Tufted Turf System):

#### Quality Assurance:

The synthetic tufted turf installer/manufacturer shall have the experience of at least ten (10) acceptable installations in the United States within three past three years.

#### Warranty:

Must provide full coverage for eight (8) years from the date of substantial completion.  
Must warrant that the materials installed meet or exceed the product specifications.  
Must maintain a G max of 115-140 for the life of the warranty per ASTM F-355.  
Must maintain the rate of drainage allowed by the outflow limits of the site.

#### Materials (Base Bid):

Shall be tufted, slit film polyethylene grass-like fabric coated with a secondary backing of high-grade polyurethane. The fibers shall be tufted to a finished pile height of approximately 2.0 - 2.5 inches. The turf fabric shall be filled with either a rubber and sand or all rubber infill.

All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as specified, should be able to withstand full climatic exposure in Denver, Colorado, be resistant to insect infestation, rot, fungus, and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristics of flow through-drainage allowing free movement of surface run-off through the turf and pad where such water may flow into the field drainage system.

The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist

abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.

Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.

Materials (Add Alternate):

Add Alternate fiber shall be monofilament (mono or bi-color), multifilament, polyethylene. The fabric shall be coated with a secondary backing of high-grade polyurethane. The fibers shall be tufted to a finished pile height of approximately 2.25 - 2.5 inches. The turf fabric shall be filled with either a rubber and sand or all rubber infill.

All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as specified, should be able to withstand full climatic exposure in Denver, Colorado, be resistant to insect infestation, rot, fungus, and mildew; to ultraviolet light and heat degradation, and shall have the basic characteristics of flow through-drainage allowing free movement of surface run-off through the turf and pad where such water may flow into the field drainage system.

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Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.

Manufacturers:

No other products other than those listed below will be accepted:

- Field Turf
- SportExe
- Prestige System
- Sprint Turf
- DessoDLW Sport System
- Artificial Turf Supply

Field Markings and Decorations:

Field will have "inlaid" and/or painted game markings per approved shop drawings. "Shaved-in" inlays will not be permitted.

**EXHIBIT B**

**GOLDEN HIGH SCHOOL  
FIELD IMPROVEMENTS**

**Projected Funding for the Artificial Turf Field**

Jefferson County Open Space	\$300,000
Jefferson County Public Schools, R-1	\$200,000
Total Projected Funding for Project	\$500,000

Res. 1835

**INTERGOVERNMENTAL/JOINT USE AGREEMENT  
OF  
GOLDEN HIGH SCHOOL SPORTS FIELDS**

THIS AGREEMENT is entered into this 4<sup>th</sup> day of March, 2008, by and between the Jefferson County School District No. R-1, a political subdivision of the State of Colorado, (hereinafter referred to as "District") and the City of Golden, Colorado (hereinafter referred to as "City"). References herein to the "School" shall include the District, acting through its designated representation at Golden High School.

**WHEREAS**, the District and City are authorized and empowered under Colorado law to acquire, develop, operate and maintain recreational sites and facilities for the students and residents within their respective jurisdictions and to contract with each other for such purposes, and;

**WHEREAS**, the District is making improvements to a sports field at Golden High School, 701 24<sup>th</sup> Street, Golden, CO 80401 (herein referred to as the "High School") for the recreational benefit of the students and residents, and;

**WHEREAS**, both parties desire to make the field improvements described below so additional use of School Sports Fields are available to the residents of Jefferson County.

**NOW, THEREFORE**, it is mutually agreed by the parties as follows:

**Section 1.** In consideration of the above premises, and in further consideration of Jefferson County Open Space (JCOS) agreeing to contribute up to a total of \$300,000 via a Joint Venture Grant application from the City of Golden for certain improvements, as described in Exhibit A, attached hereto and incorporated herein by reference, the District and City agree to upgrade a grass field to an artificial turf field at the School.

**Section 2.** The District will plan, develop and construct an artificial turf field at the High School as depicted in Exhibit A.

**Section 3.** The projected funding to upgrade a grass field to an artificial turf field is depicted in Exhibit B.

**Section 4.** The District shall coordinate and fund the following materials and/or services:

- A. Plan, develop and construct the field improvements to District standards.
- B. Perform all construction administration.
- C. Perform all upkeep, maintenance and repair on the artificial turf field.

**Section 5.** The City shall obtain and transfer funds as follows:

A. Submit a Joint Venture Grant application to JCOS requesting \$300,000 for the development of an artificial turf field at the High School. In the event the City is unable to obtain the \$300,000 from JCOS, this Agreement shall automatically be null and void.

B. Upon receipt of the \$300,000 from JCOS, the City shall transfer the \$300,000 to the District within 60 days of the District's written notice to proceed to the contractor installing the artificial turf field at the High School.

**Section 6.** To the best of School's ability, the School shall provide the equipment and personnel to ensure the artificial turf field is in playable condition at all times.

**Section 7.** The School will have control and management of the artificial turf field, softball field and baseball field at Golden HS and the tennis courts and soccer field at the current Earl Johnson (School Sports Fields), as noted in Exhibit C-1 and C-2. The School will schedule the School's Sports Fields during school hours. The City will schedule the School's Sports Fields during non-school hours. For non-school hours, scheduling priority will be given first to the School for school events. All remaining non-school hours will be the responsibility of the City to schedule all other field use. Field use scheduled by the City will be limited to City sponsored/associated athletic programs and district approved third party athletic programs. The City will provide a list of City sponsored/associated athletic programs for the School's review at the joint meeting in September, February and May (Section 8). This agreement doesn't preclude the City from assessing fees for those athletic programs the City schedules to use School fields. The assessment of fees will be in accordance with the City's established fee schedule. The School will conduct no third party permitting unless it is related to a student sports program. This third party permitting will be coordinated with the City's liaison and can only be permitted and scheduled by the School if the requested School Sports Field has not been scheduled by the City.

**Section 8.** The School and City will each appoint a liaison to serve the interest of the respective organizations through communication and the coordination of schedules, as they pertain to field use. The two liaisons will adhere to the meeting schedule as described in this agreement to establish the specific needs and times for scheduling the fields, as they relate to the current year. These meetings will serve to communicate the upcoming season needs, wants, and/or concerns and to review the past months for opportunities for improvement.

**Section 9.** The District will be responsible for the maintenance of all athletic fields and courts. The City may elect, but is not required, to assist the District with maintenance of the fields. The City's maintenance support will be approved and coordinated with the District's Landscape Services Manager. The City will fund the City's maintenance support.

**Section 10.** The District and the City understand the need to take any or all grass fields out of service during part or all of the summer to insure fields are usable in the fall and spring. The District's determination to take a field out of service will take precedence over the City's perspective. The grass fields will be scheduled for use in accordance with their availability. The District's Landscape Services Manager and the City's Representative will meet no later than May 1<sup>st</sup> to discuss the maintenance schedule and availability of the grass School Sports Fields for the upcoming summer. During the summer (June to mid-August), should the District find it necessary to take any or all grass fields out of service, the District will make every effort to identify an alternative location for the City to use. If the baseball or softball field is taken out of service, the District is not required to identify an alternative location for the City to use. The District will not attempt to identify alternative field locations if the Denver Water Board has declared drought conditions for the Metro Denver area and implemented watering restrictions.

**Section 11.** The scheduled users will be responsible for trash pickup.

**Section 12.** When the School determines the grass fields are not playable due to inclement weather or general condition, usage of the artificial turf field will be determined by the priorities stated in Section 7 for the activities scheduled for that day. The School's representative or Landscape Services Manager will advise the City representative when a grass field is determined to not be playable and post it accordingly. The City will be responsible for advising its scheduled users. If no High School activities are scheduled, the City will be responsible for rescheduling the City's activities on the artificial turf field.

**Section 13.** In case of a snow event and if a High School or City activities are scheduled for the School's Sports Fields, the School shall provide equipment and personnel to make a good faith effort to make the artificial turf field usable within 4 days after a snow event ends. The usage of the artificial turf field will be determined by the priorities established in Section 7 for the activities scheduled for that day. If no School activities are scheduled, the City will be responsible for rescheduling the City activities on the artificial turf field.

**Section 14.** In consideration of its use of the School's athletic fields, the City will pay an annual fee of \$1,000, payable no later than June 1 of each year during the term of this Agreement. The parties agree to review the amount of the annual fee once each year, no later than June 1, and equitably adjust it as necessary by mutual agreement.

**Section 15.** To the extent permitted by law and without waiving any rights, defenses, or protections provided to either Party by the Colorado Governmental Immunity Act, each Party shall indemnify and hold the other harmless from all liability, claims, demands, or expenses (including reasonable attorney's fees) resulting from or related to any injury, loss or death, disease, property loss or damage, or any other losses of any kind whatsoever, that arise out of or are in any manner connected with that Party's use of the School Sports Fields, or the use of the School Sports Fields by that Party's licensees, invitees, or guests. Each Party agrees to investigate and, at the request of the indemnified Party, handle and/or defend against any such claims or demands at the sole



expense of that Party, whether or not any such alleged claims or demands are groundless, false, or fraudulent. The foregoing indemnification shall survive the expiration or termination of this Agreement and shall inure to the benefit of the Parties and their successors and assigns.

#### **Section 16. Insurance:**

(a) The District and the City shall procure and maintain the minimum insurance coverage listed in this Section. Such coverage shall be procured from insurers which are authorized to do business in the State of Colorado and which maintain at least an A-rating in Best's Insurance Report or as otherwise approved by the District. All policies shall be issued as primary policies and shall contain an endorsement requiring thirty (30) days' written notice from the insurance company to both the District and the City before cancellation of any policy. Each party shall provide the other party with a certificate of insurance for each policy required under this Agreement which indicates the coverage and that the premium has been paid. Certificates of Insurance for renewal or new policies shall be provided to the other party not less than thirty (30) days before expiration of the existing policy.

(b) The City shall maintain the worker's compensation insurance required by law covering the City employees working at or in connection with the City's use of the School's Sports Fields. The City shall also require all of its contractors and subcontractors to procure and maintain the workers' compensation insurance required by law covering workmen working at or in connection with the City's use of the School Sports Fields.

(c) The City shall procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$2,000,000, insuring against all liability of the City and its directors, officers, employees, and agents arising out of or in connection with the City's use of the School's Sports Fields or the acts or omissions of the City or its employees or agents at the School. The District shall be named as an additional insured on the policy. By obtaining such insurance, the City does not waive any rights, defenses, or protections provided to it by the Colorado Governmental Immunity Act.

(d) The District shall procure and maintain general liability insurance, including property damage liability, with a single combined liability limit of \$2,000,000, insuring against all liability of the District and its directors, officers, employees, and agents arising out of or in connection with the District's use of the School's Sport Fields or the acts or omissions of the District or its employees or agents. The City shall be named as an additional insured on the policy. By obtaining such insurance, the District does not waive any rights, defenses, or protections provided to it by the Colorado Governmental Immunity Act.

(e) The City shall procure and maintain automobile comprehensive liability insurance with a single combined liability limit of \$2,000,000 with respect to each of the City

vehicles which is used by the City in connection with the City use of the School Sports Fields.

(f) The Parties agree that the City's membership in the Colorado Intergovernmental Risk Sharing Agency (CIRSA) satisfies the City's obligation under this Section.

**Section 17.** Each party agrees to notify the other in writing of any claims or potential claims from damage or injury that come to its attention in connection with the usage of the site and facilities.

**Section 18.** The term of this Agreement shall be ten (10) years from the date this agreement is signed by both parties or the date upon which the artificial turf field is accepted by the District, whichever ever comes later. The obligations of the Parties herein are subject to annual appropriation of funds. No multi-year fiscal obligation within the scope of Article X, Section 20 of the Colorado Constitution is created hereby. In the event either Party shall not appropriate funds to meet its obligations in calendar (or fiscal) years 2008 and thereafter, this Agreement shall terminate as of the last day of the calendar (or fiscal) year for which funds have been appropriated by that Party.

**Section 19.** Both parties agree that under certain circumstances this agreement may need to be terminated. The parties understand that they are expected to resolve all issues to the best of their ability. If it is mutually agreed that it would be in the best interest of both parties to terminate this agreement, the parties must provide in writing (joint signature) the reasons for termination to the Jefferson County Open Space Advisory Committee within 60 days after the City is no longer allowed to schedule the School's fields.

**Section 20.** Any notice required or desired to be given under the terms of this Agreement shall be mailed by certified mail, postage prepaid, return receipt requested, to the party at the address set forth below:

To the City:

Director, Parks, Recreation and Golf  
City of Golden  
1470 Tenth Street  
Golden, Colorado 80401

To the District:

Manager, Real Estate  
Jefferson County District No. R-1  
809 Quail Street, Building 4  
Lakewood, Colorado 80215

**Section 21.** The terms of this Agreement may be modified at any time by the mutual consent and written agreement of the respective parties. Both parties agree that for the first three years of the Agreement that representatives of the District and City will

meet annually before the anniversary date of the agreement to review the contents of this agreement.

**Section 22.** This Agreement constitutes the entire agreement of the parties hereto. All of the agreements, terms, conditions, and covenants set forth in this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

**Section 23.** This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

**Section 24.** Neither party shall extend the faith or credit of the other to any third person or entity.

**Section 25.** If any provision of this Agreement is determined to be invalid or illegal, such provision shall be deemed automatically amended as to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event, the other provisions of this Agreement shall remain applicable to the parties and be given full effect.

**Section 26.** In addition to any other remedies available by law and to the extent permitted by law, if either party fails to perform any obligation under this agreement for reasons within the party's control, the non-defaulting party shall have the right to obtain the specific performance of such obligation by the defaulting party, provided, however, this section shall not apply in the case of nonappropriation of funds as described in Section 18.

**Section 27.** 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 the District and the City and nothing contained in this Agreement shall give or allow any claim or right of action by any third person based upon this Agreement. It is the express intention of the District and the City that any person other than the District or the City receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.


**Section 28.** The parties agree to execute any additional documents or take any additional action necessary to carry out this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and date above written.

**City of Golden, Colorado**  
911 Tenth Street  
Golden, CO 80401  
(303) 237-5900

By: Jacob Smith  
Jacob Smith, Mayor

ATTEST: Susan Brooks  
Susan Brooks, City Clerk



APPROVED AS TO FORM:  
David S. Williamson  
David S. Williamson, Acting City Attorney

**JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1**

Bob Smith  
Name: Bob Smith  
Title: Chief Operating Officer

ATTEST:  
Donna G. ...  
Name: Donna G. ...  
Title: Community Superintendent

**EXHIBIT A**  
**GOLDEN HIGH SCHOOL**  
**FIELD IMPROVEMENT**

The upgrade of a grass field at Golden High should result in a multipurpose artificial turf field marked for soccer. The surface area should be approximately 79,040 square feet. Construction will include a subsurface drainage system. The synthetic field and in-fill material will be permeable. This will allow the water to permeate the artificial turf surface and base material to enter the drainage system. Water will then flow through the multi-flow drainage system and away from the field.

Minimum Specifications for the artificial turf surface are as follows (Excerpts from Lakewood High School Synthetic Turf Fields, Construction Documents Project Manual, dated March 28, 2007, District Specifications, Section 02880, Synthetic Tufted Turf System):

Quality Assurance:

The synthetic tufted turf installer/manufacturer shall have the experience of at least ten (10) acceptable installations in the United States within three past three years.

Warranty:

Must provide full coverage for eight (8) years from the date of substantial completion.  
Must warrant that the materials installed meet or exceed the product specifications.  
Must maintain a G max of 115-140 for the life of the warranty per ASTM F-355.  
Must maintain the rate of drainage allowed by the outflow limits of the site.

Materials (Base Bid):

Shall be tufted, slit film polyethylene grass-like fabric coated with a secondary backing of high-grade polyurethane. The fibers shall be tufted to a finished pile height of approximately 2.0 - 2.5 inches. The turf fabric shall be filled with either a rubber and sand or all rubber infill.

All components and their installation method shall be designed and manufactured for use on outdoor athletic fields. The materials as specified, should be able to withstand full climatic exposure in Denver, Colorado, be resistant to insect infestation, rot, fungus, and mildew; to ultra-violet light and heat degradation, and shall have the basic characteristics of flow through-drainage allowing free movement of surface run-off through the turf and pad where such water may flow into the field drainage system.

The finished playing surface shall appear as mowed grass with no irregularities and shall afford excellent traction for conventional athletic shoes of all types. The finished surface shall resist abrasion and cutting from normal use. The installed system shall be ideal for football, soccer, lacrosse, baseball, softball, PE classes, intramurals and recreational use.

Pile yarn (Polyethylene) shall be a proven athletic caliber yarn designed specifically for outdoor use and stabilized to resist the effect of ultraviolet degradation, heat, foot traffic, water and airborne pollutants.

Materials (Add Alternate):

Add Alternate fiber shall be monofilament (mono or bi-color), multifilament, polyethylene. The fabric shall be coated with a secondary backing of high-grade polyurethane. The fibers shall be tufted to a finished pile height of approximately 2.25 - 2.5 inches. The turf fabric shall be filled with either a rubber and sand or all rubber infill.

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Manufacturers:

No other products other than those listed below will be accepted:

- Field Turf
- SportExe
- Prestige System
- Sprint Turf
- DessoDLW Sport System
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Field Markings and Decorations:

Field will have "inlaid" and/or painted game markings per approved shop drawings. "Shaved-in" inlays will not be permitted.

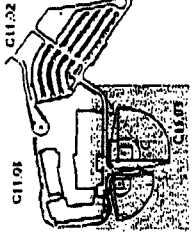
**EXHIBIT B**

**GOLDEN HIGH SCHOOL  
FIELD IMPROVEMENTS**

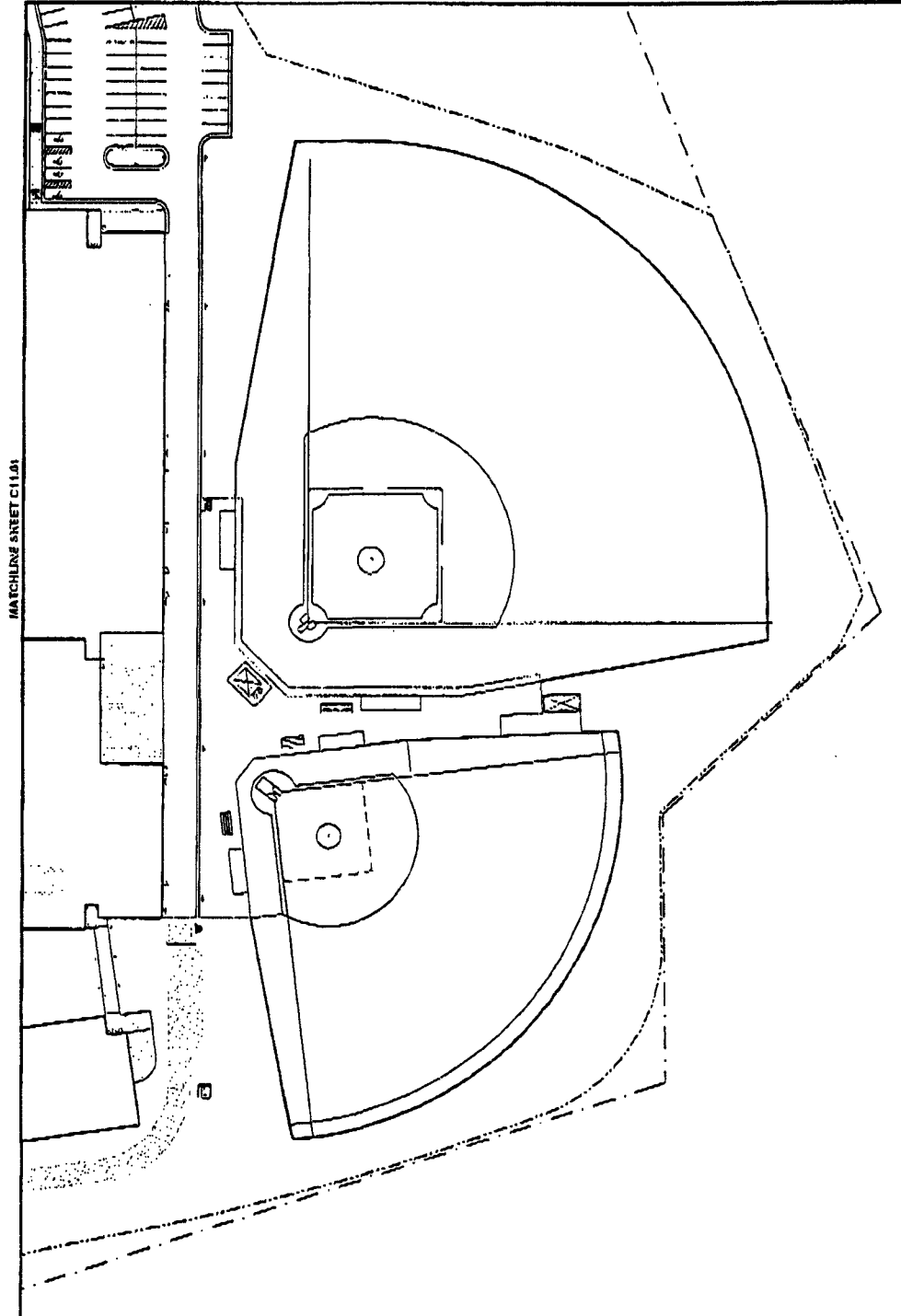
**Projected Funding for the Artificial Turf Field**

Jefferson County Open Space	\$300,000
Jefferson County Public Schools, R-1	\$200,000
Total Projected Funding for Project	\$500,000

# Exhibit C-1 Baseball and Softball Fields Golden High School



MATCHLINE SHEET C11.03



ALL PROJECTS MUST BE APPROVED BY THE BOARD OF SUPERVISORS BEFORE ANY CONTRACT IS AWARDED. THE BOARD OF SUPERVISORS SHALL BE THE FINAL AUTHORITY ON ALL PROJECTS.

REALTIVE  
780 444-0000  
10000 13TH AVE  
DENVER, CO 80202

Golden High School  
10000 13TH AVE  
DENVER, CO 80202

PROJECT NO. 1300000000  
DATE OF ISSUE 06/18/08

C11.03

<p>AR7</p> <p>Golden High School</p>	<p>PROJECT NO. 1300000000</p> <p>DATE OF ISSUE 06/18/08</p>
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# Exhibit C-2 Soccer Field and Tennis Courts Johnson School

ALL RIGHTS RESERVED  
 1977 E. 15th Avenue, Suite 100  
 Aurora, CO 80012  
 (303) 733-8800  
 www.ars-engineering.com

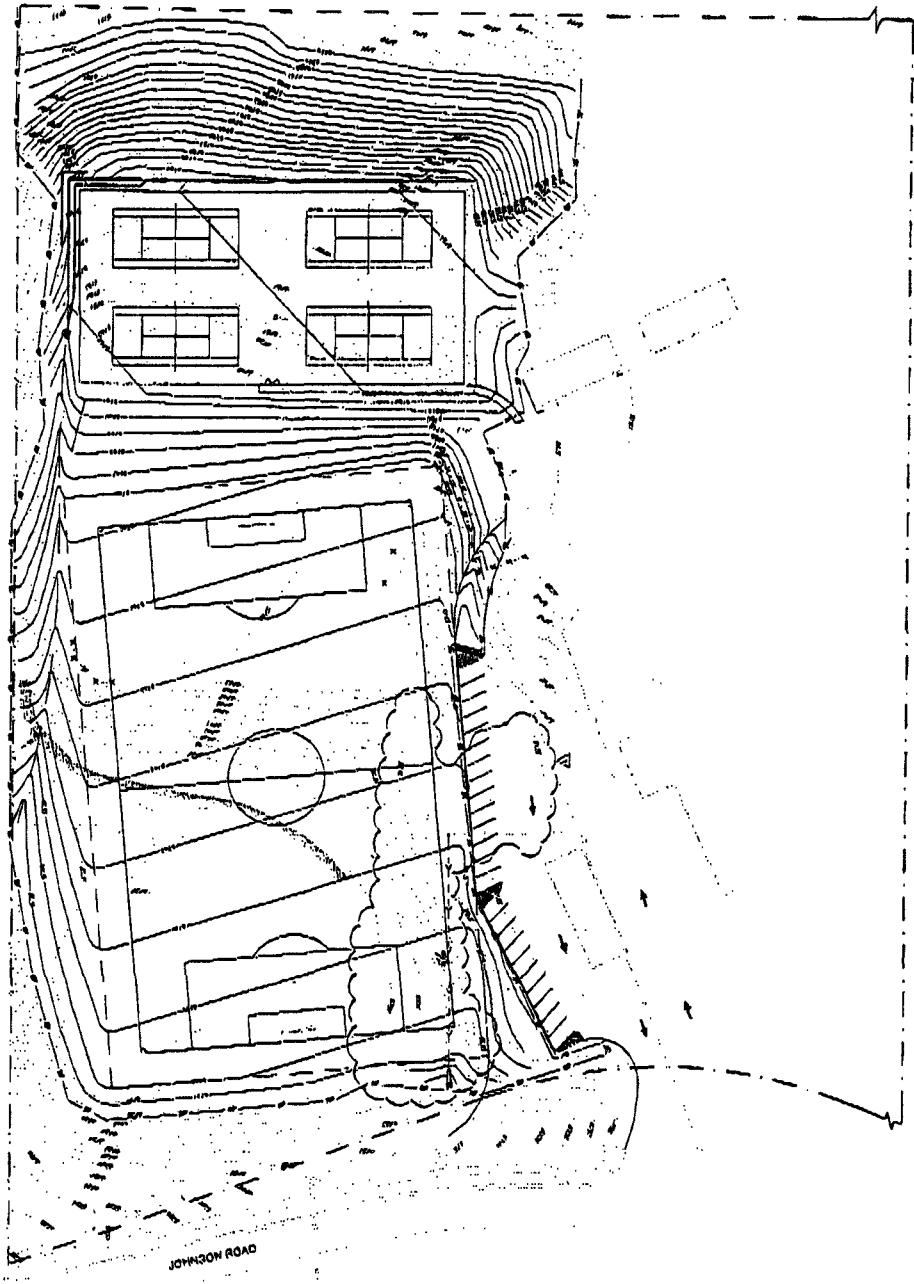
AR ENGINEERING  
 1977 E. 15th Avenue, Suite 100  
 Aurora, CO 80012  
 (303) 733-8800  
 www.ars-engineering.com

Golden High School  
 Johnson City, IA  
 Johnson County, IA  
 Johnson High School  
 Johnson City, IA

AR ENGINEERING  
 1977 E. 15th Avenue, Suite 100  
 Aurora, CO 80012  
 (303) 733-8800  
 www.ars-engineering.com

**C12.01J**

AR ENGINEERING 1977 E. 15th Avenue, Suite 100 Aurora, CO 80012 (303) 733-8800 www.ars-engineering.com	Golden High School Johnson City, IA Johnson County, IA Johnson High School Johnson City, IA
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JOHNSON ROAD