

**RESOLUTION NO. 1995**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO, AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN JEFFERSON COUNTY, THE CITY OF ARVADA, THE CITY OF LAKEWOOD, THE CITY OF WHEAT RIDGE, THE CITY OF GOLDEN, AND THE CITY OF WESTMINSTER FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH CONSTRUCTION OF THE TABLE MOUNTAIN ANIMAL CENTER**

WHEREAS, Part 2 of Article 1 of Title 29, C.R.S., and the City's Home Rule Charter, permits and encourages governments to make the most efficient use of their power and responsibilities by cooperating and contracting with other governments; and

WHEREAS, in 1998, the City of Golden entered into an intergovernmental agreement with Jefferson County ("County"), the City of Arvada, the City of Wheat Ridge, the City of Lakewood, and the City of Westminster (the "Cities") to establish a separate legal entity known as the Table Mountain Animal Center (TMAC); and

WHEREAS, the parties entered into a second agreement in 2007 for the implementation of a County-wide dog licensing program, which agreement provided for the fees paid for the licensing of dogs to be placed in a fund to be used toward the construction of a new facility for TMAC (the "Center") that would serve the entire County; and

WHEREAS, the County has agreed to contribute \$3 million toward the construction of the Center and has further agreed to issue Certificates of Participation in the amount of \$5.2 million, to be repaid from funds generated through the dog licensing program; and

WHEREAS, the Cities and the County have agreed to have Jefferson County issue an additional \$1.5 million in funding allowing the entire Center to be constructed at one time, saving an estimated 40% in construction costs as well as making the Center more functional; and

WHEREAS, the Table Mountain Animal Center Foundation has agreed to assist in the repayment of the additional funds through donations received by the Foundation; and

WHEREAS, the Cities, in order to insure the timely completion of construction of the Center, have agreed to reimburse the County for the entire \$1.5 million, plus interest, less any portion raised through donations by the Foundation, within five years, with each of the Cities paying equal shares, pursuant to the terms and conditions set forth in the proposed intergovernmental agreement; and

WHEREAS, the intergovernmental agreement with Jefferson County, the City of Arvada, the City of Wheat Ridge, the City of Lakewood, and the City of Westminster, which provides for the reimbursement of certain costs associated with construction of the new Table Mountain Animal Center, serves a public purpose and will promote the general welfare of the citizens of Golden.

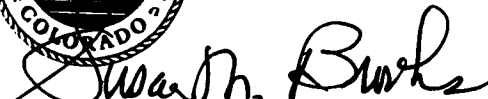
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:


The Intergovernmental Agreement between Jefferson County, the City of Arvada, the City of

Lakewood, the City of Wheat Ridge, the City of Golden and the City of Westminster for Reimbursement of Costs Associated with Construction of the Table Mountain Animal Center is approved in substantially the same form as the copy attached hereto and made a part of this Resolution as "Exhibit A." The Mayor is authorized to execute the Intergovernmental Agreement on behalf of the City.


Adopted this 3<sup>rd</sup> day of December, 2009.



  
Susan M. Brooks, MMC  
City Clerk

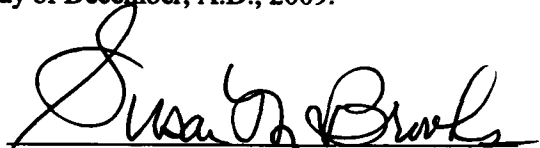
  
Jacob Smith  
Mayor

APPROVED AS TO FORM:

  
David S. Williamson  
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 business meeting thereof held on the 3rd day of December, A.D., 2009.



ATTEST:   
Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

**AGREEMENT BETWEEN JEFFERSON COUNTY,  
THE CITY OF ARVADA, THE CITY OF LAKEWOOD, THE CITY OF WHEAT  
RIDGE, THE CITY OF GOLDEN, AND THE CITY OF WESTMINSTER FOR  
REIMBURSEMENT COSTS ASSOCIATED WITH CONSTRUCTION OF  
THE TABLE MOUNTAIN ANIMAL CENTER**

**THIS AGREEMENT**, dated for reference purposes on this \_\_\_\_\_ day of \_\_\_\_\_, 2009, is made and entered into by and between the **CITY OF ARVADA**, a municipal corporation ("Arvada"); the **CITY OF LAKEWOOD**, a municipal corporation ("Lakewood"); the **CITY OF WHEAT RIDGE**, a municipal corporation ("Wheat Ridge"); the **CITY OF GOLDEN**, a municipal corporation ("Golden"); and the **CITY OF WESTMINSTER**, a municipal corporation ("Westminster") hereinafter referred to as the ("Cities") and the **COUNTY OF JEFFERSON, STATE OF COLORADO**, a body politic and corporate (the "County").

**WITNESSETH**

**WHEREAS**, the above-referenced parties entered into an intergovernmental agreement dated January 1, 1998, that established a separate legal entity known as the Table Mountain Animal Center ("TMAC");

**WHEREAS**, the Parties entered into an Agreement dated June 20, 2007 for the implementation of a county wide dog licensing program (the "Dog Licensing Agreement");

**WHEREAS**, the Dog Licensing Agreement provides that monies paid to the County for the licensing of dogs within the jurisdiction of all parties be placed into a fund to be retained by the County and used for the construction of a new facility for TMAC (the "Animal Center");

**WHEREAS**, the County has agreed to contribute \$3 million dollars towards the construction of the Animal Center;

**WHEREAS**, the County has agreed to issue Certificates of Participation ("COPs") in the amount of \$5.2 million dollars to provide additional funds towards the construction of the Animal Center to be repaid from funds generated from the Dog Licensing Agreement;

**WHEREAS**, The Table Mountain Animal Center Foundation ("Foundation") has requested that the County provide additional financing towards the construction of the Animal Center in the amount of \$1.5 million dollars (the "Financing") to be repaid over a five year period by the Cities;

**WHEREAS**, the Cities have agreed to reimburse the County \$1.5 million dollars plus

interest on the unpaid balance at a rate of 4% compounded annually within five years of the Financing.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements of the parties hereinafter contained, the receipt and sufficiency of which are hereby confessed, it is understood and agreed as follows:

### **I. COVENANTS AND AGREEMENTS**

A. In addition to the \$5.2 million dollars in Certificates of Participation, the County is issuing to fund the Animal Center, the County will provide additional financing towards the construction of the Animal Center in the amount of \$1.5 million dollars which the Cities hereby agree to repay to the County plus interest on the unpaid balance at the rate of 4% compounded annually within five years of the Financing (the "Cities' Obligation").

B. The Cities shall be obligated to pay to the County the Cities' Obligation.

C. By October 1<sup>st</sup> of each year of this Agreement, the County shall prepare and present to the Cities a report of the amount received from the Cities and the balance still owing.

D. The Cities' Obligation shall be due in total to the County 5 years from the date of the Financing.

E. The Cities agree that the Cities' Obligation shall be equally divided between Arvada, Lakewood, Wheat Ridge, Golden, and Westminster.

### **II. POWER TO INCLUDE OTHER CITIES AND TOWNS**

It is mutually agreed that the Cities shall have the discretion to require other cities or towns that wish to participate in the dog licensing program to become a party to this Agreement and to share in the Cities' Obligation. No parties shall be added to this Agreement without executing an amendment as provided in Article V. below.

### **III. DEFAULT IN PERFORMANCE**

In the event any City fails to make the payments to the County when due other than for non appropriation as set forth in Article IX. that City shall be in default. In the event of a payment default or non appropriation by any of the Cities, the remaining Cities shall be responsible to the County for the amount owed by the defaulting or non appropriating City or Cities. A City who fails to make the payments for any reason other than nonappropriation of funds shall be obligated to pay interest at a default rate of 10% plus all costs of collection of said payment, including reasonable attorneys' fees.

#### **IV. TERM**

A. TERM. This Agreement shall be in full force and effect on the date that all parties have executed this Agreement and shall terminate upon payment of the Cities' Obligation.

#### **V. AMENDMENT**

This Agreement may be amended at any time in writing by agreement of all parties to this Agreement.

#### **VI. COUNTERPARTS**

This Agreement may be signed in counterparts, and each counterpart shall be deemed an original, and all the counterparts taken as a whole shall constitute one and the same instrument. The Agreement shall not be effective until executed by all parties.

#### **VII. NO THIRD PARTY BENEFICIARIES**

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

#### **VIII. NO GENERAL OBLIGATION INDEBTEDNESS**

Because this Agreement will extend beyond the current fiscal year, the parties understand and intend that the obligation of the County and the Cities to pay any funds hereunder constitutes a current expense of the County and the Cities payable exclusively from the County's or Cities' funds and shall not in any way be construed to be a general obligation indebtedness of the County or the Cities within the meaning of any provision of Article XI of the Colorado Constitution, or any other constitutional or statutory indebtedness. The County or the Cities have not pledged the full faith and credit of the state, or the County or the Cities to the payment of the charges hereunder, and this Agreement shall not directly or contingently obligate the County or the Cities to apply money from, or levy or pledge any form of taxation to, the payment of any funds.

#### **IX. NON APPROPRIATION**

The payments of the County's or Cities' obligations in fiscal years subsequent to the current year are contingent upon funds for this Agreement being appropriated and budgeted. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the

fiscal year of execution of this Agreement, the non appropriating County's or City's participation in this Agreement shall terminate.

**X. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Jefferson, State of Colorado.

**IN WITNESS WHEREOF**, the parties have executed this Agreement.

ATTEST:

**JEFFERSON COUNTY,  
STATE OF COLORADO**

\_\_\_\_\_  
Deputy Clerk and Recorder

By \_\_\_\_\_  
J. Kevin McCasky, Chairman  
Board of County Commissioners  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Gay B. Ummel  
Assistant County Attorney

ATTEST:

**CITY OF ARVADA,  
STATE OF COLORADO**

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

CITY OF LAKEWOOD  
STATE OF COLORADO

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

CITY OF GOLDEN  
STATE OF COLORADO

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

CITY OF WHEAT RIDGE  
STATE OF COLORADO

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

CITY OF WESTMINSTER  
STATE OF COLORADO

\_\_\_\_\_  
City Clerk

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney



Commissioner Griffin moved that the following Resolution be adopted:

BEFORE THE BOARD OF COUNTY COMMISSIONERS

OF THE COUNTY OF JEFFERSON

STATE OF COLORADO

RESOLUTION NO. CC10-031

RE: County Administrator - Intergovernmental Agreement - the City of Arvada, the City of Lakewood, the City of Wheat Ridge, the City of Golden, and the City of Westminster for Table Mountain Animal Center

Resolved that the Board of County Commissioners hereby approves and authorizes the Chairman to sign the Agreement between Jefferson County, the City of Arvada, the City of Lakewood, the City of Wheat Ridge, the City of Golden, and the City of Westminster for reimbursement costs associated with construction of the Table Mountain Animal Center.

Commissioner McCasky seconded the adoption of the foregoing Resolution. The roll having been called, the vote was as follows:

Commissioner Faye Griffin	Aye
Commissioner J. Kevin McCasky	Aye
Commissioner Kathy Hartman, Chairman	Aye

The Resolution was adopted by unanimous vote of the Board of County Commissioners of the County of Jefferson, State of Colorado.

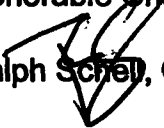
Dated: January 26, 2010

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MEMORANDUM

AGENDA ITEM 2

**TO:** Honorable Chairman and Members of the Board of County Commissioners

**FROM:**  Ralph Schell, County Administrator

**RE:** Intergovernmental Agreement between Jefferson County, the City of Arvada, the City of Lakewood, the City of Wheat Ridge, the City of Golden, and the City of Westminster

**DATE:** January 26, 2010

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**Staff Recommendation:**

That the Board of County Commissioners approves and authorizes the Chairman to sign the Agreement between Jefferson County, the City of Arvada, the City of Lakewood, the City of Wheat Ridge, the City of Golden, and the City of Westminster for reimbursement costs associated with construction of the Table Mountain Animal Center.

**Resolution No. CC10-**

**CC10-031**

**Background:**

The Table Mountain Animal Center Foundation (Foundation) has requested that the County provide \$1.5 million dollars towards the construction of the Animal Center. In the event that the Foundation does not raise the \$1.5 million dollars, the Cities have agreed to reimburse the County the \$1.5 million dollars plus interest on the unpaid balance at a rate of 4% compounded annually within five years. The City of Arvada, the City of Lakewood, the city of Wheat Ridge, the City of Golden, and the City of Westminster have agreed to back the Foundation.

**Fiscal Impact:** Reimbursement of \$1.5 million.

**Originator:** Kate Newman, Special Projects Coordinator, x8567

**Distribution**

**Original returned to:** Kate Newman

**Copies to:** Todd Leopold, Joanne Kortendick, Gay Ummel

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**AGREEMENT BETWEEN JEFFERSON COUNTY,  
THE CITY OF ARVADA, THE CITY OF LAKEWOOD, THE CITY OF WHEAT  
RIDGE, THE CITY OF GOLDEN, AND THE CITY OF WESTMINSTER FOR  
REIMBURSEMENT COSTS ASSOCIATED WITH CONSTRUCTION OF  
THE TABLE MOUNTAIN ANIMAL CENTER**

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**X. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of Colorado and venue shall be in the County of Jefferson, State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

Debbie Duncan  
Deputy Clerk and Recorder



APPROVED AS TO FORM:

Joanne Kortendick  
Joanne Kortendick  
Deputy County Attorney

JEFFERSON COUNTY,  
STATE OF COLORADO

By Kathy Hartman  
Kathy Hartman, Chairman  
Board of County Commissioners  
Date: 1/26/10

ATTEST:

CITY OF ARVADA,  
STATE OF COLORADO

*Deputy*  
Christen R. Rush  
City Clerk

By [Signature]  
Name: Robert G. Frie  
Title: Mayor  
Date: December 7, 2009

APPROVED AS TO FORM:

[Signature]  
Office of the City Attorney

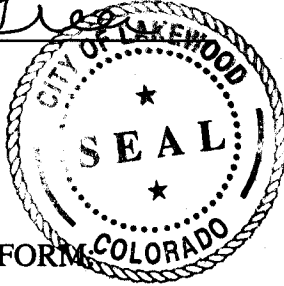




ATTEST:

CITY OF LAKEWOOD  
STATE OF COLORADO

Margy Steep  
City Clerk



By Kathleen E. Hodgson  
Name: Kathleen E. Hodgson  
Title: City Manager  
Date: 10-20-2009

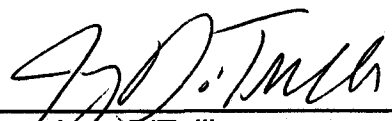
APPROVED AS TO FORM

Justin Cep  
Office of the City Attorney

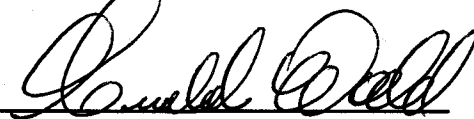
ATTEST:

  
Michael Snow, City Clerk

CITY OF WHEAT RIDGE  
STATE OF COLORADO

By:   
Name: Jerry DiTullio  
Title: Mayor  
Date: 09/28/09

APPROVED AS TO FORM:

  
Office of the City Attorney



CITY OF GOLDEN  
STATE OF COLORADO

Jusana Brooks  
City Clerk


By Jacob Smith  
Name: Jacob Smith  
Title: Mayor  
Date: Dec. 3, 2009


APPROVED AS TO FORM:

[Signature]  
Office of the City Attorney

ATTEST:

CITY OF WESTMINSTER  
STATE OF COLORADO

  
City Clerk  
DEPUTY

By   
Name: J. Brent McFall  
Title: City Manager  
Date: November 20, 2009

APPROVED AS TO FORM:

  
Office of the City Attorney

