

RESOLUTION NO. 1877

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LAKEWOOD AND JEFFERSON COUNTY REGARDING A JOINT BIKEPATH PROJECT CONNECTING THE C-470 TRAIL TO US 6 AND INDIANA STREET

WHEREAS, in September 2005, the Golden City Council authorized the submission of a joint grant application with the City of Lakewood to the Denver Regional Council of Governments (DRCOG) for a trail/bikepath connection project that would link the existing C-470 trail on the east side of C-470 with the intersection of US 6 and Indiana Street; and

WHEREAS, a grant in the amount of \$428,000 was awarded by DRCOG, to be matched by \$100,000 each from Golden and Lakewood; and

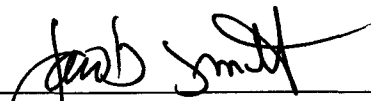
WHEREAS, Jefferson County desires to join in the project and to also contribute \$100,000 toward the estimated cost of \$728,000; and

WHEREAS, the three jurisdictions wish to agree upon the joint commitment to complete the project.

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


Section 1. The Intergovernmental Agreement between the City of Golden, City of Lakewood and Jefferson County, Contract #08-07024 is hereby approved in substantially the same form as the copy attached hereto and made a part of this resolution. The Mayor is authorized to execute the Agreement on behalf of the City.

Adopted this 10th day of July, 2008.



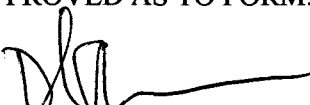
Jacob Smith
Mayor





Susan M. Brooks, MMC
City Clerk

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 regular business meeting thereof held on the 10th day of July, A.D., 2008.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

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

**INTERGOVERNMENTAL AGREEMENT
CONTRACT # 08-07024**

THIS INTERGOVERNMENTAL AGREEMENT, hereinafter referred to as ("Agreement") is entered into this 4th day of August, 2008 between the CITY OF GOLDEN, COLORADO, a municipal corporation of the State of Colorado hereinafter referred to as ("Golden"), and the CITY OF LAKEWOOD, COLORADO, a municipal corporation of the State of Colorado hereinafter referred to as ("Lakewood"), and the COUNTY OF JEFFERSON, STATE OF COLORADO, a body politic and corporate hereinafter referred to as ("County") and collectively hereinafter referred to as ("Parties").

RECITALS

WHEREAS, the Parties desire to build a bikepath connection between the C-470 bikepath and the U.S. 6th Avenue and Indiana Street intersection area hereinafter referred to as ("Improvements") as shown in Exhibit A; and

WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governments of the State of Colorado to enter into cooperative agreements or contracts.

WHEREAS, pursuant to Title 29, Article 20, Colorado Revised statutes, as amended, the General Assembly of the State of Colorado has authorized and encourages local governments to cooperate or contract with other units of government for the purpose of planning and regulating the development of land.

WHEREAS, Golden and Lakewood submitted a joint proposal to obtain federal enhancement funds that require matching local entity contributions; and

WHEREAS, Golden and Lakewood were successful in receiving a federal grant for \$428,000 requiring a local match of \$100,000 from Golden and \$100,000 from Lakewood; and

WHEREAS, the County desires to contribute up to \$100,000 in fiscal year 2009 towards the design and construction of the Improvements; and

WHEREAS, financial obligations payable by Parties after the fiscal current year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available; and

WHEREAS, the Parties wish to document their mutual obligations pertaining to funding of Improvements.

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. Lakewood by means of the design, administration, construction management and bid advertisement will complete the construction of the Improvements in adherence to Colorado Department of Transportation (CDOT) procedures and federal aid requirements. Lakewood will enter into the contract with CDOT committing the required local matching funds for the Improvements.
- B. Lakewood has determined that the cost of Improvements that may be installed as a result of the feasibility study is estimated to be approximately \$728,000. The City of Lakewood expects the Improvements to be complete by Dec. 30, 2009.
- C. Golden, Lakewood and County shall mutually agree to provide assistance and coordination between Lakewood staff and others to provide an agreed upon scope of work and communication throughout the project.
- D. The Golden and County contributions to the design and construction of the Improvements described in Exhibit B shall occur as follows:
 1. If the final cost of the Improvements exceeds \$728,000, Golden and County agree to consider a negotiated increase to the maximum contributions described in Exhibit B, if warranted by a documented request from Lakewood. The parties may agree to reduce the scope of the project in order to meet the budget.
 2. The Golden contribution to the Improvements shall be delivered to Lakewood upon the following schedule:
 - a. During design and construction phases, Golden will contribute on a monthly basis, one-half (1/2) of the local match expenditures incurred. Final billing will be for a one-third (1/3) split of local match expenditures incurred between Lakewood, County and Golden. Payment shall be made to Lakewood within 30 days of receipt of a Lakewood billing. The billing to Golden in 2008 shall not exceed \$50,000. The maximum total billing to Golden shall not exceed \$100,000.
 3. The County contribution to the Improvements shall be delivered to Lakewood upon the following schedule:
 - a. Upon completion of design and construction phases, the County will be billed on or after January 15, 2009 an amount equal to one-third (1/3) of the local match expenditures incurred by Golden, County and Lakewood. Payment shall be made to Lakewood within 30 days of receipt of Lakewood billing. The maximum total billing to the County shall not exceed \$100,000.
 4. The commitment to contribute a portion of the cost of the Improvements set forth in Exhibit B shall expire upon payment of the maximum amounts set forth in Exhibit B or upon termination of the obligation to the City of Lakewood.

- E. After construction is completed, Lakewood shall maintain the portion of path within the William F. Hayden Park and the adjacent CDOT C-470 right-of-way. After construction, Golden shall maintain all other sections within the limits of Golden and Jefferson County as shown in Exhibit C.
- F. This Agreement is enforceable pursuant to the provisions of Section 29-20-105, as amended, of the Colorado Revised Statutes.
- G. Notice shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited for delivery by the United States Postal Service.

If to Golden: City Manager
 City of Golden
 911 Tenth Street
 Golden, CO 80401

If to Lakewood: City Manager
 City of Lakewood
 480 S. Allison Parkway
 Lakewood, CO 80226

If to County: Director, Division of Highways & Transportation
 Jefferson County Government Center
 100 Jefferson County Parkway
 Golden, CO 80419

With a copy to: County Attorney
 Jefferson County Government Center
 100 Jefferson County Parkway
 Golden, CO 80419-5500

- H. If one or more provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the remaining provisions contained herein shall not in any way be affected or impaired thereby, provided that the remaining provisions are not determined to be significantly impacted by the excluded provisions. If any party determines that such significant impact has occurred then the parties agree to mutually resolve the issues in good faith, using the intent of such excluded provision as a statement of intent.
- I. The parties covenant that they will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered such acts, instruments and transfers as may reasonably be required for the performance of their obligations hereunder.

- J. No transfer or assignment of this Agreement or of any rights herein or hereunder shall be made by any party without the prior written consent of the others.
- K. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, and assigns.
- L. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.
- M. The effective date of this Agreement shall be the date that this Agreement is fully executed by the Parties. This Agreement shall remain effective, unless mutually voided by all parties in writing.
- N. The Parties shall comply with any and all valid City, County, State and Federal laws covering the subject of this Agreement and any and all valid orders, regulations or licenses issues pursuant to any Federal or State law governing the subject of this Agreement.
- O. The Parties intend to fully comply with the requirements of Article X, Section 20 of the Colorado Constitution ("TABOR"); and this Agreement shall not constitute a multi-fiscal year financial obligation of any Party. Any expenditure of funds by any Party shall be subject to an annual appropriation of such funds for such purpose by the governing body of such Party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and attested by their duly authorized officers.

ATTEST:

CITY OF GOLDEN

By: Susan M. Brooks
Susan M. Brooks, MMC
City Clerk



By: Jacob Smith
Jacob Smith, Mayor

APPROVED AS TO FORM:

David S Williamson
David S Williamson, City Attorney

ATTEST:

JEFFERSON COUNTY

By: Debbie Duran
Debbie Duran



By: Kathy Hartman
Kathy Hartman, Chairman,
Board of County Commissioners

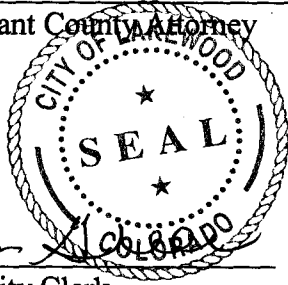
APPROVED AS TO FORM:

Jean L Ayars
Jean L Ayars, Assistant County Attorney

ATTEST:

CITY OF LAKEWOOD

By: Margy Greer
Margy Greer, City Clerk



By: Michael J. Rock
Michael J. Rock, City Manager

APPROVED AND RECOMMENDED:

APPROVED AS TO FORM:

By: Jay N. Hutchison
Jay N. Hutchison,
Director of Public Works

By: Tim Cox
Tim Cox, City Attorney

By: Larry Dorr
Larry Dorr
Director of Finance

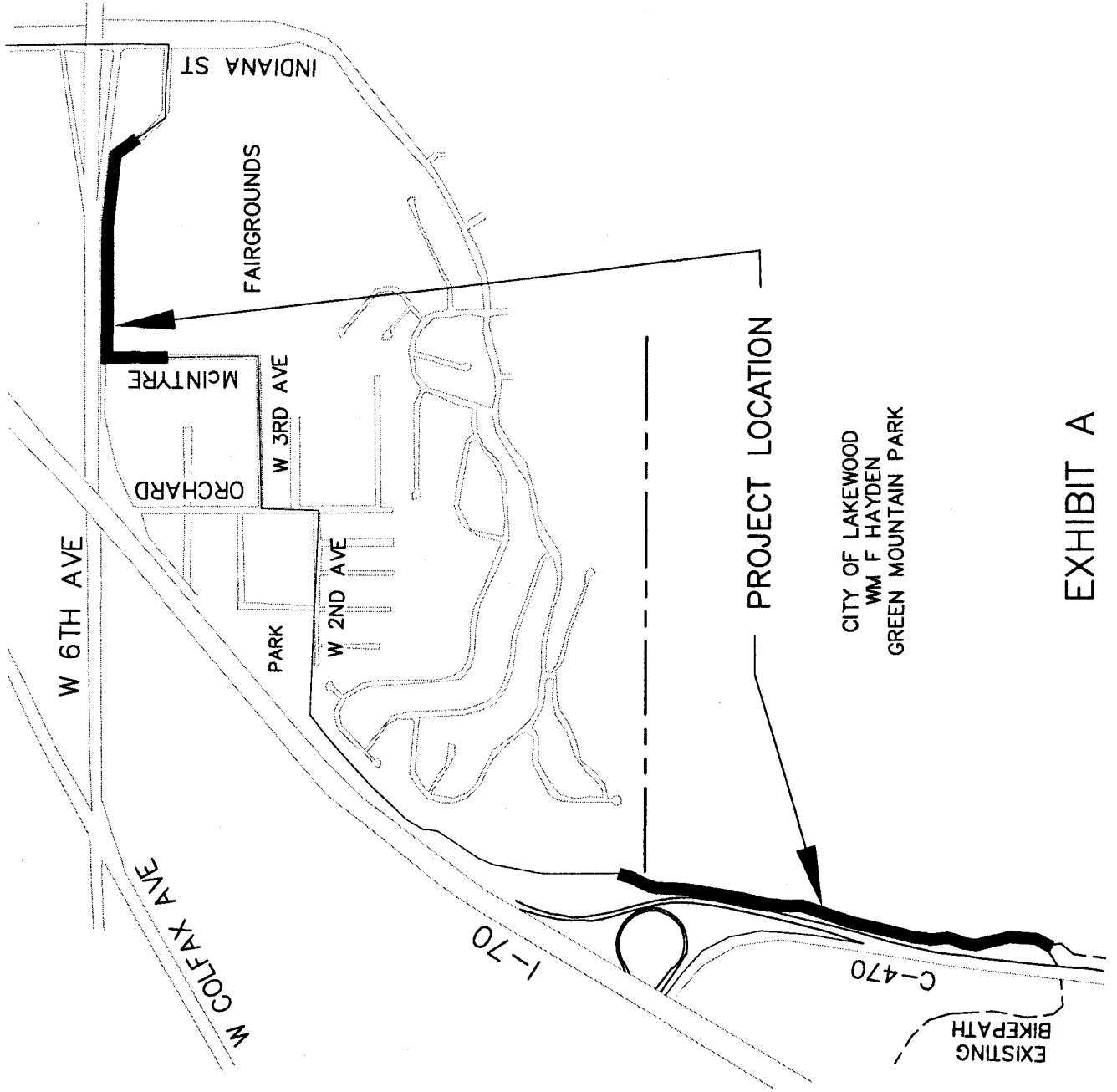


EXHIBIT A

EXHIBIT B

C-470 BIKEPATH EXTENSION FUNDING

Federal Aid Enhancement Funds	\$428,000
Lakewood (Local Match \$53,500 & Overmatch \$46,500)	\$100,000
Golden (Local Match \$53,500 & Overmatch \$46,500)	\$100,000
Jefferson County Project Contribution	<u>\$100,000</u>
TOTAL	\$728,000

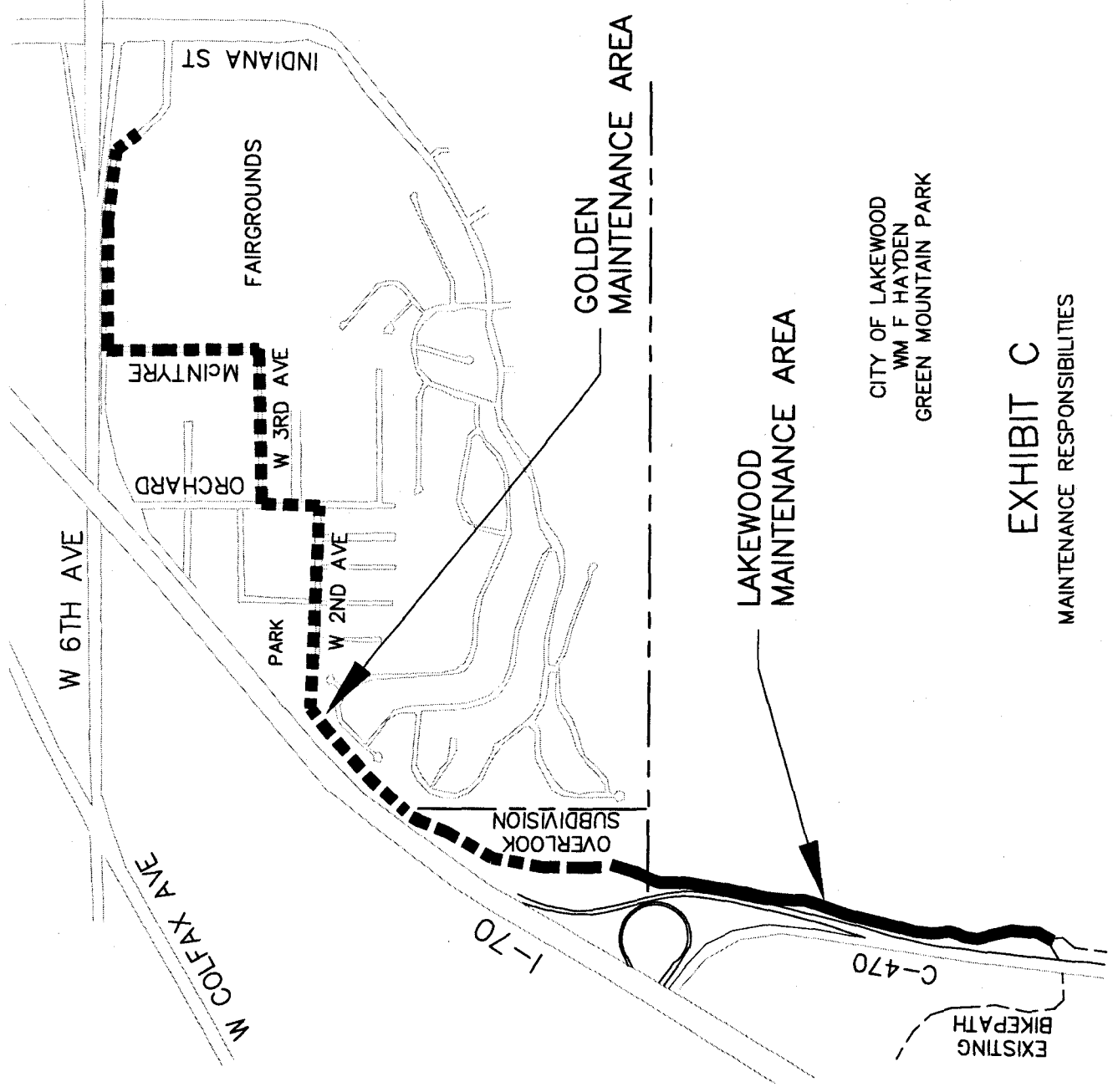
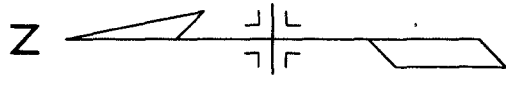


EXHIBIT C

MAINTENANCE RESPONSIBILITIES



**City of Lakewood
Public Works Department
Engineering Division**

Civic Center North
480 South Allison Parkway
Lakewood, Colorado 80226-3127
(303) 987-7900
(303) 987-7910 FAX

August 4, 2008

Jeannie Rossilion
Jefferson County
100 Jefferson County Parkway
Golden, CO 80419

Steve Glueck
City of Golden
911 Tenth Street
Golden, CO 80401

Re: C-470 6th Avenue Bikepath Extension, STE 4701-109

Dear Ms. Rossilion and Mr. Glueck:

Thank you for your assistance in signing the agreement for the C-470 Bikepath Extension. I have enclosed the original copy of the contract for your records. Please make appropriate copies for your organization.

This agreement will complete the requirements for the Colorado Department of Highways for final signatures on the Federal Aid agreement. The Field Inspection Plans are complete and CDOT will schedule the review in the near future. We will be continuing to move ahead with design.

Thanks for your efforts.

Sincerely,

Ken Nyhoff
Lakewood Project Engineer

KN/slr

c: Jerry Hegwood
Tim Frazier
Ross Williams
154 - Nyhoff
268 - C-470 - I-70 Bikepath Extension