

RESOLUTION 2013-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, AUTHORIZING THE MAYOR TO ENTER INTO A 2013 INTER-GOVERNMENTAL AGREEMENT WITH GARFIELD COUNTY, COLORADO FOR JOINT FUNDING OF AN ENVIRONMENTAL ASSESSMENT FOR THE SOUTH BRIDGE CROSSING AND AN INTERSECTION AT STATE HIGHWAY 82.

WHEREAS, the connection of the Four Mile Road corridor and Midland Avenue corridor to State Highway 82 will provide an alternative route for the more orderly movement of traffic in the southern part of the City of Glenwood Springs and affected parts of Garfield County; and

WHEREAS, such alternative route could enhance the safety of the residents of the City of Glenwood Springs and Garfield County; and

WHEREAS, the City Council has the power to enter into contracts under the Glenwood Springs Municipal Charter Section 13.7; and

WHEREAS, the City of Glenwood Springs and Garfield County entered into a 2007 Intergovernmental Agreement for joint funding of a local match for an environmental assessment for the South Bridge crossing and related connections to the state, county and city transportation systems, which was renewed in 2010; and

WHEREAS, additional funding was needed to complete finalize work on the environmental assessment and Garfield County recently voted to provide additional funding to complete that effort; and

WHEREAS, the City of Glenwood Springs and Garfield County desire to work together to effect said services as provided in the Intergovernmental Agreement attached hereto and incorporated herein as Exhibit A.

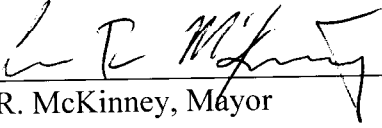
NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD SPRINGS, COLORADO, THAT:

The City Council of the City of Glenwood Springs hereby approves the attached 2013 Intergovernmental Agreement between the Board of County Commissioners of Garfield, County,

Colorado and the City of Glenwood Springs, agrees with the terms and conditions therein, and authorizes the Mayor to sign said agreement.

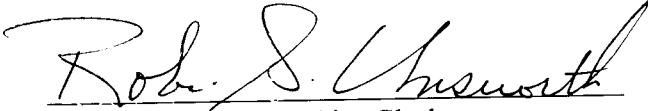
INTRODUCED, READ AND PASSED THIS 18th DAY OF APRIL,
2013.

CITY OF GLENWOOD SPRINGS, COLORADO



Leo R. McKinney, Mayor

ATTEST:



Robin S. Unsworth, City Clerk

**2013 INTERGOVERNMENTAL AGREEMENT FOR JOINT FUNDING OF THE
ENVIRONMENTAL ASSESSMENT, SOUTH BRIDGE CROSSING AND
INTERSECTION AT STATE HIGHWAY 82**

THIS 2013 INTERGOVERNMENTAL AGREEMENT ("2013 IGA") concerning joint funding for an Environmental Assessment for the "South Bridge" crossing the Roaring Fork River and its connection to the State, County, and City transportation system is entered into between THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, STATE OF COLORADO, a statutory county, ("County"), and the CITY OF GLENWOOD SPRINGS COLORADO, a home rule municipality ("City").

RECITALS

1. The City and County are authorized to enter into intergovernmental agreements pursuant to Section 18 of Article XIV of the Colorado Constitution and C.R.S. § 29-1-201, *et seq.*, as amended to provide any function, service, or facility, including the sharing of costs, for which both entities have the authority to so provide.
2. The connection of the Four Mile Road and Midland Avenue corridors to State Highway 82 would provide an alternative route for vehicles and for more orderly movement of traffic in the southern part of the City and the County, enhancing the safety of both City and County residents.
3. The City and the County entered into a 2007 Intergovernmental Agreement ("2007 IGA") for the joint funding of the project defined herein ("Project") that was renewed in 2010 by a 2010 Intergovernmental Agreement ("2010 IGA") and wish to continue their cooperation in fiscal year 2013. The 2007 and 2010 IGAs are recorded in the records of the Garfield County Clerk & Recorder at Reception Nos. 737538 and 789058, respectively.
4. On April 1, 2013, the BOCC voted to provide the additional funding for the Project in an amount of Twenty Five Thousand Seven Hundred Seventy Four Dollars and Sixty Nine cents (\$25,774.69), which, in addition to the Eighty Nine Thousand Three Hundred Thirteen Dollars (\$89,313) paid in February 2009, constitutes a total contribution of \$115,087.69 of the 2007 IGA original contribution estimate of \$200,000.

NOW, THEREFORE, the City and the County agree as follows:

1. The Project. In the 2007 IGA and the 2010 IGA, the City and the County agreed to share equally in the local match required for estimated cost of an Environmental Assessment related to the South Bridge crossing, originally estimated to cost up to Two Million Dollars (\$2,000,000.00), with the balance to be paid with the federal grant monies managed by the City. Thus, each party's estimated 2007 contribution was in an amount not-to-exceed Two Hundred Thousand Dollars (\$200,000.00). The City invoiced the County in February 2009, and the County paid by Warrant No. 127875, a total amount of Eighty Nine Thousand Three Hundred Thirteen Dollars (\$89,313.00), as evidenced by the three (3) page exhibit attached as Exhibit A to the 2010

IGA. No other invoices were received or paid by the County in fiscal years 2007 through April 1, 2013.

2. County's 2013 Responsibilities. Under terms of this 2013 IGA, the County shall provide the funds necessary to fund the 2007 commitment to complete the environmental assessment, originally estimated to be a total of Two Hundred Thousand Dollars (\$200,000.00), in an amount of Twenty Five Thousand Seven Hundred Seventy Four Dollars and Sixty Nine cents (\$25,774.69) from the County's General Fund, as budgeted and appropriated in 2013. The County shall make payment to the City within thirty (30) days of receipt of an invoice from the City.

3. City's 2013 Responsibilities. The City shall continue all administrative and contracting responsibilities, as under the 2007 IGA and 2010 IGA. The City shall submit invoices to the County for reimbursement by the County, within thirty (30) days of the receipt of invoices by the City for work completed by the City's contractors on the Environmental Assessment. The City shall not apply the County's 2010 contribution to any work specifically identified as related to maintaining general aviation operations at the Glenwood Springs Municipal Airport.

4. Future Cooperation. The City and County have selected a preferred alternative that has been submitted as part of the Environmental Assessment. Upon completion of the Environmental Assessment, the City and the County, by separate agreement, may cooperate in the design and construction of the improvements contemplated by the 2007 IGA, 2010 IGA and 2013 IGA.

5. Term. This 2013 IGA is effective April 1, 2013 and shall terminate on December 31, 2013, unless renewed by written amendment prior to the date.

6. Annual Appropriation. The parties' financial participation is subject to annual appropriation and budgeting by each. This 2013 IGA is not intended to, nor does it, create a multi-year fiscal obligation defined by Article X, Section 20 of the Constitution of the State of Colorado. Should either party fail to appropriate funds, this 2013 IGA shall terminate; and this 2013 IGA shall terminate of December 31, 2013 unless renewed by written amendment prior to that date.

7. Breach and Notice. In the event of breach of any of the terms or conditions of this 2013 IGA, the breaching party shall be notified by the non-breaching party. The breaching party may cure the breach; however, if the breaching party fails to cure, the non-breaching party may terminate this 2013 IGA with no further obligation to the breaching party.

8. Counterparts. This 2013 IGA may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed the same instrument. Facsimile or photographic signatures of either party to this 2013 IGA or subsequent modifications thereto shall be effective for all purposes.

9. Authority. Each person signing this 2013 IGA represents that the individual is fully authorized to enter into and execute this 2013 IGA and to bind the party represented.

10. Notices. All notices required under this 2013 IGA shall be written and shall be hand delivered or sent by certified mail, return requested and postage prepaid, to the addresses of the parties set forth below. Any party by notice so given may change the address and the identity if the responsible person for the receipt of notice.

County: Andrew Gorgey, County Manager
108 8th St. #213
Glenwood Springs, CO 81601
Phone: 970-945-5004
Fax: 970-945-7785
Email: agorgey@garfield-county.com

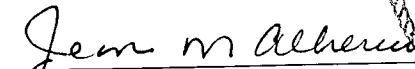
City: Jeff Hecksel, City Manager
101 W. 8th St
Glenwood Springs, CO 81601
Phone: 970-384-6400
Fax: 970-945-8582
Email: jeff.hecksel@cogs.us

11. Indemnity. To the extent permitted by law each party to this 2013 IGA shall hold harmless, indemnify and defend the other, including the other's employees, officers, agents, and assigns from any claim, lawsuit or damages to the extent such arises for the action or inaction of that party's own officers, employees, and agents. Nothing herein, however, shall be interpreted as a waiver of governmental immunity to which each party is otherwise entitled under the Colorado Governmental Immunities Act, C.R.S. § 24-10-101 *et seq.*, as amended.

12. Governing Law, Venue, and Survival. The laws of the State of Colorado shall govern the validity, performance and enforcement of this 2013 IGA. Should either party institute legal action for enforcement of this 2013 IGA, venue of such action shall be in Garfield County, Colorado. The prevailing party shall be entitled to attorney's fees, expenses, and costs. All rights concerning remedies, fees, and costs shall survive termination of this 2013 IGA.

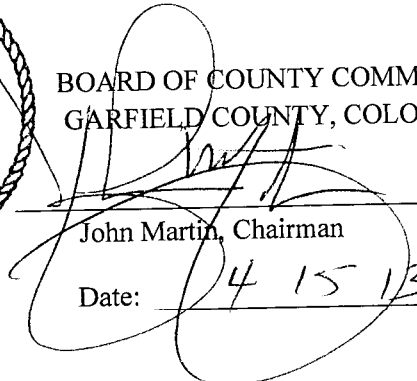
IN WITNESS WHEREOF, the parties hereto have executed triplicate originals of this 2013 IGA to be effective on the 1st day of April, 2013, no matter the date of the execution.

ATTEST:


Clerk of the Board

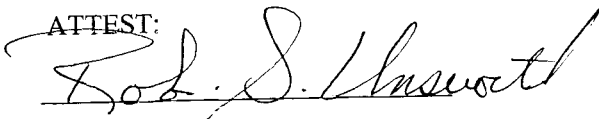


BOARD OF COUNTY COMMISSIONERS
GARFIELD COUNTY, COLORADO

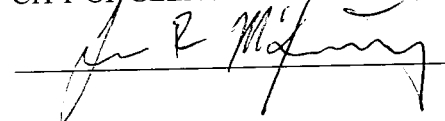

John Martin, Chairman

Date: 4 15 13

ATTEST:



CITY OF GLENWOOD SPRINGS, COLORADO



Robin S. Unsworth, City Clerk

Leo R. McKinney, Mayor

Date: 5/1/2013