

**RESOLUTION NO. 36
SERIES OF 2020**

**INTRODUCED BY: KATY BROWN
SECONDED BY: RANDY WEIL**

**A RESOLUTION
OF THE CITY COUNCIL
OF THE CITY OF CHERRY HILLS VILLAGE
APPROVING AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
THE CITY OF CHERRY HILLS VILLAGE AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF ARAPAHOE REGARDING
CONTRIBUTION OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
FOR HIGH LINE CANAL WAYFINDING SIGNAGE**

WHEREAS, pursuant to C.R.S. § 29-1-203, governments are authorized to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each government; and

WHEREAS, Section 13.6 of the Cherry Hills Village Home Rule Charter authorizes the City Council, by resolution or by ordinance, to enter into contracts or agreements with other governmental units or special districts for receiving services; and

WHEREAS, The Plan for the High Line Canal, prioritizes over 100 capital projects for future enhancements, stewardship, and protections for the High Line Canal, including a Wayfinding Signage Project (the "Project"); and

WHEREAS, the Arapahoe County Board of Commissioners wishes to partner with the City of Cherry Hills Village (the "City") by contributing funds to the Project; and

WHEREAS, on October 27, 2020, the Arapahoe County Board of Commissioners approved funding for the Project in the amount of Nineteen Thousand Three Hundred and Eight Dollars and No Cents (\$19,308.00);; and

WHEREAS, the Cherry Hills Village City Council desires to accept the Arapahoe County grant funding toward the Project pursuant to the terms of the Intergovernmental Agreement Regarding Contribution of Arapahoe County Open Space Program Funds for the High Line Canal Wayfinding Signage Project (the "IGA").

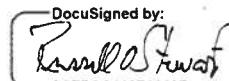
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHERRY HILLS VILLAGE, COLORADO THAT:

Section 1. The City Council hereby: (a) accepts the Arapahoe County grant funding and approves the IGA in substantially the same form as attached hereto as **Attachment A**; and (b) authorizes the Mayor or Mayor Pro Tem to execute the IGA on behalf of the City.

Section 2. Effective Date. This Resolution shall be effective immediately.

Introduced, passed and adopted at the regular meeting of the City Council this 9th day of December, 2020, by a vote of 6 yes and 0 no.

(SEAL)

DocuSigned by:

Russell O. Stewart, Mayor

ATTEST:

DocuSigned by:

Laura Gillespie
50AFD1F5D702495
Laura Gillespie, City Clerk

Approved as to form:

DocuSigned by:

Kathie B. Guckenberger
ADE4E0DDE664FD
Kathie B. Guckenberger, City Attorney

ATTACHMENT A

**INTERGOVERNMENTAL AGREEMENT REGARDING
CONTRIBUTION OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: HIGH LINE CANAL WAYFINDING SIGNAGE**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO**, (the “County”) and **THE CITY OF CHERRY HILLS VILLAGE**, (the “City”), (collectively, “Parties” and individually a “Party”).

WHEREAS, on November 4, 2003, and on November 1, 2011, the voters of Arapahoe County approved a county-wide sales and use tax to be deposited in the Arapahoe County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 030381, as amended by Resolution No. 110637 (Open Space Resolution);

WHEREAS, the Open Space Resolution authorizes the County to expend a portion of the tax funds for the development and improvement of trails and access to public lands and also to expend funds on joint projects, as more fully set forth therein;

WHEREAS, in 2019 The Plan for the High Line Canal was completed that prioritized over 100 capital projects, for future enhancements, stewardship, and protections based on the needs and vision of the region’s residents and partner agencies including improvements to the Cherry Hills community; and

WHEREAS, the County wishes to partner with the City on the High Line Canal Wayfinding Signage Project which is a part of The Plan for the High Line Canal; and

WHEREAS, on October 27, 2020 the County approved funding, as part of a joint project with the City, towards the High Line Canal Wayfinding Signage Project, which is an eligible use of funds under the Open Space Resolution; and

WHEREAS, this intergovernmental agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and COLO. REV. STAT. § 29-1-203.

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

1. **Funding Amount.** The County agrees to pay 50.00% of the total local match, not to exceed **NINETEEN-THOUSAND THREE HUNDRED EIGHT DOLLARS** (\$19,308), from the Arapahoe County Open Space Fund (“County Funds”) to the City to be used solely towards the High Line Canal Wayfinding Signage Project (“Joint Project”) as described in Exhibit A, attached hereto and incorporated herein. The County’s contribution of County Funds is contingent upon the City contributing the remaining 50.00% share of the local match component of the total project cost. The City is responsible for any project costs in excess of those outlined above.
2. **Disbursement of County Funds.** Subsequent to execution of this Agreement, the County Funds shall be paid via ACH transfer on a reimbursement (or other agreed

upon) basis upon receipt of the approved status report and documentation of expenditures and no more often than bi-annually. No more than 75% of the grant funds will be reimbursed prior to the Final Report approval. The final 25% of County Funds will be reimbursed following the project inspection and review and approval of the Final Report and project deliverables.

3. **Time for Use of County Funds.** The Parties agree that the County Funds will be expended no later than two years from the date of transfer of County Funds from the County to the City, unless a longer period of time is otherwise agreed to by the County in writing.
4. **Interest on County Funds.** The Parties further agree that, after receipt of the County Funds, the City will use any interest earned on the County Funds only for the Joint Project referenced above.
5. **Report Requirements.** On or before **January 31st and July 31st annually**, the City agrees to provide the County with Joint Project status reports that conform to the format provided by the County. Within three (3) months of completion of the Joint Project, the City also agrees to submit to the County a final report that conforms to the format provided by the County with final project accounting. The final report will also include documents, plans, and high-resolution photographs as necessary to detail the completion and scope of the Joint Project. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's web site.
6. **Administration of Joint Project.** The City shall be responsible for the direct supervision and administration of the Joint Project. The City also agrees to comply with all local, state and federal requirements while completing the Joint Project unless specifically waived.
7. **Acknowledgement of County by City.** The City agrees to acknowledge the County as a contributor to the Joint Project in all publications, news releases and other publicity issued by the City related to the Joint Project and agrees to allow the County to do the same.
8. **Record Keeping Requirements.** The City shall maintain a complete set of books and records documenting their use of the County Funds and their supervision and administration of the Joint Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the City which are pertinent to the Joint Project for the purpose of making an audit, examination, or excerpts. The City shall keep all books, documents, papers, and records, which are pertinent to the Joint Project, for a minimum of three (3) years. The City agrees to report to the County any unexpended County Funds and consult with the County concerning proper accounting for unexpended County Funds.

9. **Reimbursement of County Funds.** The City understands and agrees that failure to expend the funds and complete the Joint Project in accordance with this Agreement will result in the County Funds being refunded to the Arapahoe County Open Space Fund.
10. **Remedies.** The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
11. **No Waiver of Rights.** A waiver by any Party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.
12. **Relationship of the Parties.** The City shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
13. **No Third-Party Beneficiaries.** Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the City.
14. **Severability.** Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the Parties hereunder.
15. **Written Amendment Required.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.
16. **Venue.** Venue for the trial of any action arising out of any dispute hereunder shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
17. **Notices.** Notices, as referred to in this Agreement, shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, Colorado 80120-1136

and

Arapahoe County Open Spaces Grants and Acquisitions Manager
6934 S Lima St, Unit A
Centennial, Colorado 80112

and

CITY:

City of Cherry Hills Village
2450 Quincy Avenue
Cherry Hills Village, CO 80113

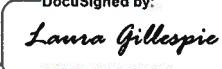
18. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
19. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
20. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes.
21. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
22. Assignment. The rights, or any parts thereof, granted to the Parties herein may be assigned only with the prior written consent of the non-assigning party.
23. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.
24. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.

SIGNATURES ON FOLLOWING PAGES

IN WITNESS WHEREOF, the County and the City have executed this Agreement as of the date set forth below.

DATED this 10th day of December, 2020.

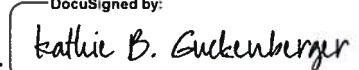
ATTEST:

By: 
Name Laura Gillespie
Title city clerk

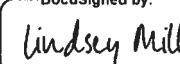
CITY:

By: 
Name Russell O. Stewart
Title Mayor

APPROVED AS TO FORM:

By: 
Name Kathie B. Guckenberger
Title City Attorney

ATTEST:

By: 
Name Lindsey Miller
Title Business Analyst

COUNTY OF ARAPAHOE
STATE OF COLORADO

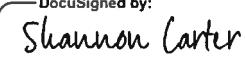
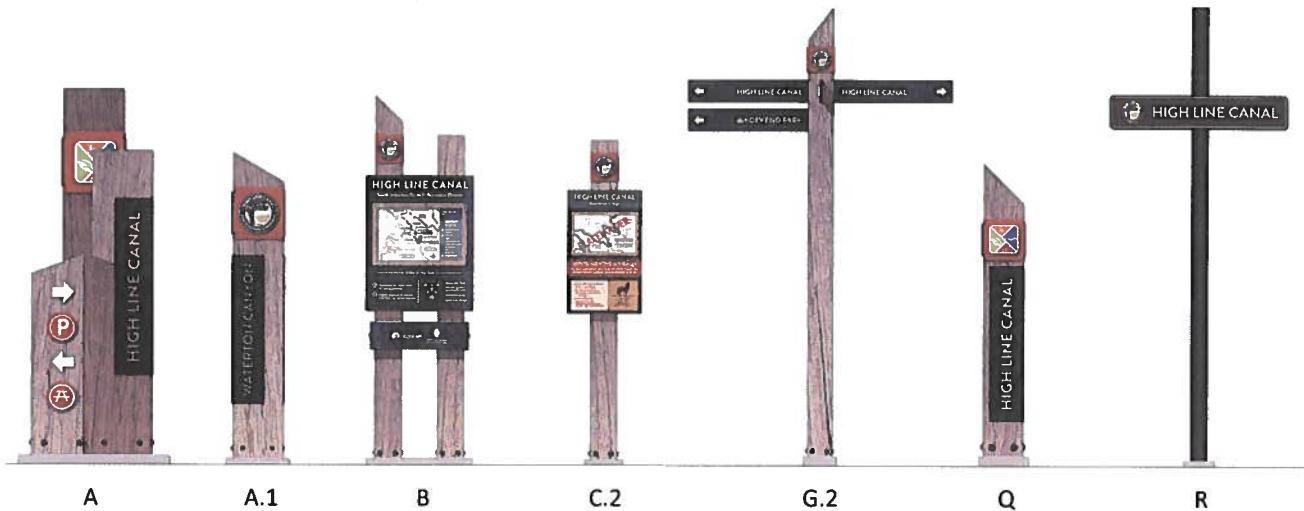
By: 
Name Shannon Carter
Title Shannon Carter, Director
Intergovernmental Relations and Open Spaces
Pursuant to Resolution No. 200110

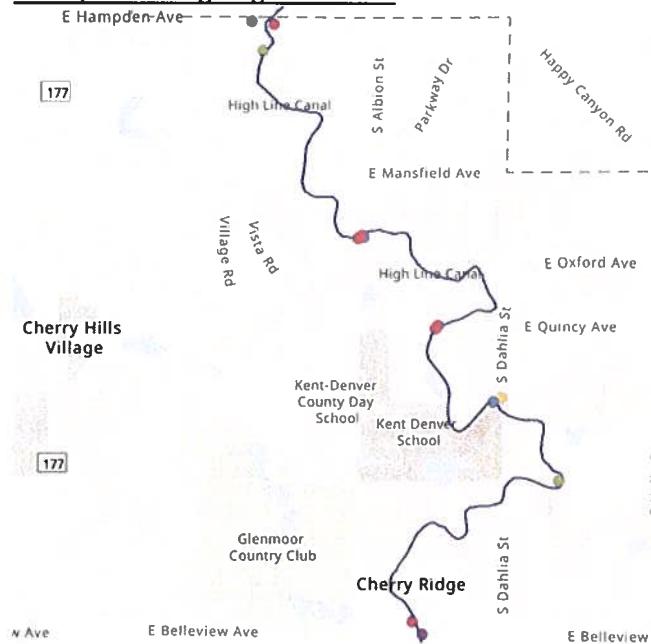
Exhibit A: High Line Canal Sign Package in Cherry Hills Village

High Line Canal Sign Package

The graphic below displays the sign types that will be designed, fabricated, installed and maintained along the High Line Canal in Arapahoe County. Signs in Cherry Hills Village will be purchased as indicated in the chart below and placed at or near the locations displayed on the map.



Cherry Hills Village Sign Locations



Legend

- Placemaking Bollard
- Wayfinding Kiosk
- Coyote Kiosk
- Street Sign
- Wayfinding Flag
- Small Trailhead Monument
- Trailhead Monument

Cherry Hills Village Sign Budget

Cherry Hills Village

Sign Type	Sign Description	Unit Cost	Count	Total Cost
A.1	Small Trailhead Monument	\$3,378	2	\$6,756
B	Wayfinding Kiosk	\$5,610	2	\$11,220
C.2	Coyote Kiosk	\$3,600	2	\$7,200
Q	Placemaking Bollard	\$1,950	6	\$11,700
R	Street Sign	\$870	2	\$1,740
Total				\$38,616