

City Council Action Report

Date: January 11, 2006
Subject: Amend the 120th Ave. & Grant Intersection Improvements Design IGA
Strategic Council Goal: Goal # 2

Recommended Action and Major Considerations:

- Authorize the mayor to execute an amendment to the existing Design IGA. The amendment will allow change orders to be approved that would not be approved per the original agreement.
- This amendment meets Council's Goal of Upgraded City Infrastructure and Facilities.

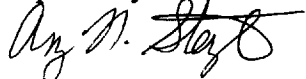
Background and Other Information:

- In Staff Report No. 05-18 City Council authorized the Mayor to execute the attached Intergovernmental Agreement between the City of Northglenn and the City of Thornton, Colorado, for an amount up to \$100,000 for the design of the intersection improvements at 120th Ave, and Grant. Per the agreement, "The Cities shall equally share all of the Design Project costs." This applies to changes or increases in the scope of work in which there is prior written consent by both Cities.
- To accommodate a construction completion date prior to the opening of the theater, the City of Northglenn requested a proposal for an accelerated design and a phased construction schedule. These items were not included in the original scope of services. Further, the original scope of design services did not include the design of a right turn lane from 120th to south bound Grant. Thornton is unwilling to cost share in the change orders as proposed to address these three issues.
- Amending the Intergovernmental Agreement per the attached letter would allow the City of Northglenn to approve these change orders and provide a mechanism for payment to the engineer.


Budget Information:

- Existing contingency in the approved staff report shall be sufficient for the change orders associated to the existing design contract.

Respectfully Submitted:


Amy N. Stecyk,
Civil Engineer I

Approved for Submittal:


Phil Nelson
City Manager

COUNCIL ACTION TAKEN:



City of Thornton

Civic Center
9500 Civic Center Drive
Thornton, Colorado 80229-4326

City Managers Office
(303) 538-7200
FAX (303) 538-7562
www.cityofthornton.net

January 11, 2006

Kathie M. Novak, Mayor
City of Northglenn
11701 Community Center Dr.
Northglenn, CO 80233

Re: The Intergovernmental Agreement between the City of Thornton and the City of Northglenn for the Design of the Intersection Improvements at the Intersection of 120th Avenue and Grant Street

Dear Mayor Novak:

It's my understanding that the City of Northglenn desires to have the Design Consultant, who is currently under contract to the City of Thornton, conduct some additional work relating to the design of improvements in Northglenn. Section 6, Integration of Agreement of the above referenced Agreement provides that, "The Agreement may only be amended by written instrument in writing signed by the Cities."

In order to accommodate Northglenn's desire for the Design Consultant to conduct additional work for Northglenn at its sole cost, I would propose to amend Section 2(a) of the Agreement which provides that, "The Cities shall equally share all of the design project costs." As follows:

"The Cities shall equally share all of the basic design project costs. In addition each City shall be responsible for any project design costs associated with any additions or changes to the design for the jurisdiction requesting such additions or changes."

To evidence concurrence with this amendment to the Agreement, please execute below.

Sincerely,



Jack Ethredge
City Manager

CITY OF NORTHGLENN

Kathie M. Novak, Mayor

Date

cc: Phil Nelson, Northglenn City Manager
Eduardo Moreno, Project Manager
Amy Stecyk, Northglenn
Kurt Kowar, Northglenn

City Council Action Report

To: Mayor and Council
 Submitted By: Trent T. Marshall, P.E., Civil Engineer II
 Reviewed By: Phil Nelson, City Manager
 Subject: 120th Ave. & Grant Dr. Intersection Improvements Design IGA
 Date: June 9, 2005

Recommended Action and Major Considerations:

- Authorize the Mayor to execute the attached Intergovernmental Agreement between the City of Northglenn and the City of Thornton, Colorado, for an amount up to \$100,000.00 for the design of intersection improvements at 120th Ave & Grant Dr.
- Adequate funding for this project is available from General Fund CIP.
- This project meets Council's Objective of Improved Street Quality and Traffic Flow under "Upgraded City Infrastructure and Facilities".

Background and Other Information:

- With the opening of the Community Center Dr. Overpass and the pending development in the area, more and more traffic will be using the intersection of 120th Ave. & Grant Dr.
- The intersection of 120th Ave & Grant Dr. falls within both cities and requires an Intergovernmental Agreement before work can commence.
- The project scope will include the design of intersection improvements at 120th Ave. & Grant Dr. including double lefts on 120th Ave., a double left northbound on Grant Dr., storm drainage, landscaping, utilities, and traffic signal improvements.
- Completion of the design and construction of these improvements will relieve some of the congestion on 120th Ave as well as provide an enhanced entryway to the new development planned for this area.

Budget Information:

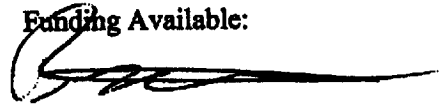
- The costs for the project will be shared equally with the City of Thornton.
- Funds for Northglenn's share of the costs are available in General Fund CIP.
- The Finance Department has verified that the funds are available and could be used for this project.

Respectfully Submitted:

Approved for Submittal:

Funding Available:





Trent T. Marshall, P.E.
 Civil Engineer II

Phil Nelson
 City Manager

F.I.S.S. Director

COUNCIL ACTION TAKEN:

APPROVED 6/9/05

RESOLUTION

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND THE CITY OF NORTHGLENN FOR THE DESIGN OF THE INTERSECTION IMPROVEMENTS TO 120TH AVENUE AND GRANT STREET.

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, as well as Section 29-1-201, et seq., and 29-20-205 of the Colorado Revised Statutes authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, the City of Thornton ("Thornton") and the City of Northglenn ("Northglenn") desire to enter into an intergovernmental agreement (IGA), hereinafter jointly referred to as the IGA and made a part hereof by this reference; and

WHEREAS, Thornton City Council is desirous of entering into the IGA authorizing participation of the Cities funds for the design of intersection improvements which will be for the benefit of the public and Thornton residents; and

WHEREAS, the Thornton City Council, pursuant to Section 4.18 of the Thornton City Charter, may by resolution enter into agreements with other governmental entities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THORNTON, COLORADO, AS FOLLOWS:

1. That the IGA between the City of Thornton and the City of Northglenn pertaining to design of the project, a copy of which is attached hereto and incorporated herein by this reference, is hereby approved.

2. That the City Manager is hereby authorized to execute and the City Clerk to attest the attached IGA.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Thornton, Colorado, this 10th day of May, 2005.

CITY OF THORNTON, COLORADO


Noel I. Busck, Mayor

ATTEST:


Nancy A. Vincent, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF THORNTON AND
THE CITY OF NORTHGLENN FOR THE DESIGN OF INTERSECTION
IMPROVEMENTS AT THE INTERSECTION OF 120TH AVENUE AND GRANT STREET**

This Intergovernmental Agreement ("Agreement") is made and entered into this 9th day of June, 2005, by and between the City of Thornton, a Colorado home rule municipal corporation ("Thornton"), and the City of Northglenn, a Colorado home rule municipal corporation ("Northglenn"). Thornton and Northglenn may be referred to collectively as the "Cities."

WITNESSETH

WHEREAS, Thornton and Northglenn are political subdivisions of the state of Colorado; and

WHEREAS, the people of the state of Colorado have authorized political subdivisions to cooperate with each other and contract in matters set out in this Agreement through the Colorado Constitution, Article XIV, Section 18(2)(a), Article XX and Article XI, Section 7; and

WHEREAS, the 120th Avenue and Grant Street intersection is jointly situated within the corporate limits of Northglenn and Thornton; and

WHEREAS, the Cities require professional design services to conduct design of the improvements to be located at 120th Avenue and Grant Street including double turn lanes on 120th Avenue to northbound and southbound Grant Street, right turn lanes from northbound Grant Street to eastbound 120th Avenue, and receiving lanes for double lefts on Grant Street north and south of 120th Avenue (the "Design Project").

NOW THEREFORE in consideration of the promises and conditions contained herein, the Cities hereto agree as follows:

1. ADMINISTRATION

- A. The Cities shall jointly prepare and approve a scope of work and the request for proposal for the Design Project. Northglenn shall provide to Thornton survey information related to that portion of the intersection located in Northglenn. The Design Project shall be designed in accordance with Northglenn and Thornton specifications. Northglenn shall ensure that the Design Project complies with Northglenn's specifications by reviewing the design documents. Northglenn's approval by its authorized representative of the design documents shall be evidenced by execution of the design documents.
- B. Thornton shall award and administer the Design Project contract.
- C. The Design Project shall be owned by the Cities.

2. PROJECT FUNDING

- A. The Cities shall equally share all of the Design Project costs.
- B. The Cities acknowledge that Thornton is authorized to award a contract only upon full appropriation of contract funds. Therefore, upon selection of a mutually approved professional design consultant, Northglenn shall deposit with Thornton one-half of its share of the total contract costs.
- C. In the event that the deposited funds are insufficient to cover the anticipated financial obligation for the contract, Northglenn shall pay to Thornton additional and sufficient funds in an equal amount to that allocated by Thornton within thirty (30) days of notification. Notwithstanding the foregoing, no change in the scope of work or increase in the Design Project Contract price shall be permitted without the prior written consent of both Cities. Upon termination of this Agreement, any unexpended funds shall be returned to the Cities in equal amounts according to their required contribution.
- D. Thornton shall provide to Northglenn a monthly accounting of all Design Project monies deposited and expended by the Cities.

3. TERM

This Agreement shall terminate upon completion of the Design Project unless otherwise agreed upon by the Cities.

4. NOTICE

Any notice required by this Agreement shall be in writing and 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 Cities. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Thornton
Jack Ethredge, City Manager
9500 Civic Center Drive
Thornton, CO 80229

City of Northglenn
Phil Nelson, City Manager
11701 Community Center Drive
Northglenn, CO 80233

5. LITIGATION

Each Party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions.

6. INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the Cities and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Cities.

7. TERMINATION OF AGREEMENT

This Agreement may be terminated in writing by either of the Cities, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon mutual agreement of both Cities and only upon the cancellation of all contingent, outstanding contracts, or portion thereof. All costs associated with the cancellation, of the contingent contracts, e.g. the Consultant's contract or portion thereof, shall be paid equally by the Cities.

8. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

9. SEVERABILITY

If any article, section, paragraph, sentence, clause or phrase of this Agreement is held to be unconstitutional or invalid for any reason, such holding shall not affect the validity, enforceability or constitutionality of the remaining provisions of this Agreement.

10. WAIVER OF BREACH

A waiver by any party of a 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.

11. PARAGRAPH CAPTIONS

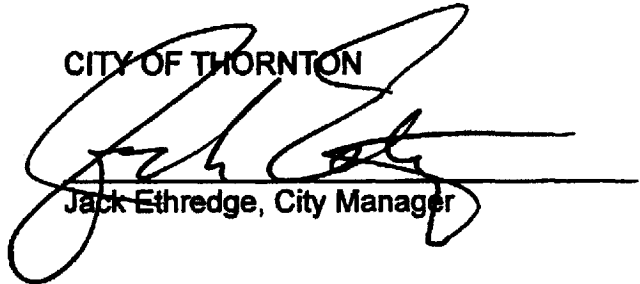
The captions of the paragraphs are set forth only for the convenience and reference of the Cities and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

12. GOVERNMENTAL IMMUNITY

The Cities acknowledge that each Party, their officers, and employees, are relying on, and do not waive or intend to waive, by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as it is from time to time amended, or otherwise available to the Cities, their officers, or employees.

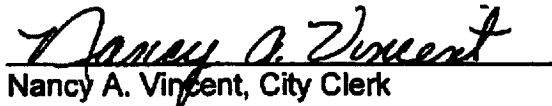
IN WITNESS WHEREOF, the Cities here have executed this Agreement to be effective as of the date first above written.

CITY OF THORNTON



Jack Ethredge, City Manager

ATTEST:



Nancy A. Vincent, City Clerk

APPROVED AS TO FORM:



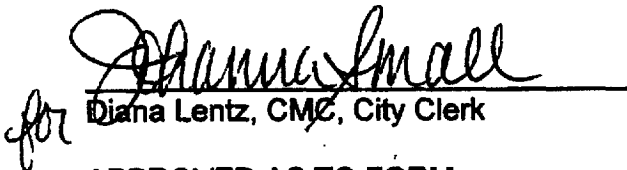
Margaret Emerich, City Attorney

CITY OF NORTHGLENN



Kathleen M. Novak, Mayor

ATTEST:



for Diana Lentz, CMC, City Clerk

APPROVED AS TO FORM:



Herbert C. Phillips, City Attorney