

RESOLUTION NO. 13-15

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF CASTLE PINES, COLORADO  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
DOUGLAS COUNTY BOARD OF COUNTY COMMISSIONERS FOR THE  
PROVISION OF GIS AND MAPPING SERVICES

WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governmental entities within the State of Colorado to enter into cooperative agreements or contracts with one another to provide such functions, services or facilities lawfully authorized to each of them; and

WHEREAS, the City of Castle Pines (the "City") desires to contract with Douglas County ("County"), by and through the Board of County Commissioners, in order to enable the City to utilize the geographic information systems ("GIS") and mapping services provided by County staff on an as-needed basis; and

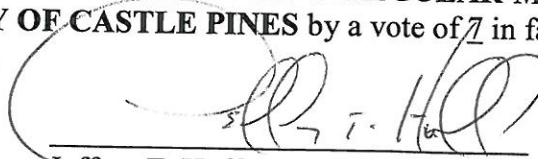
WHEREAS, a copy of the intergovernmental agreement setting forth the terms and conditions of the County's provision of GIS and mapping services to the City is attached hereto as Exhibit A (the "Mapping Services IGA").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

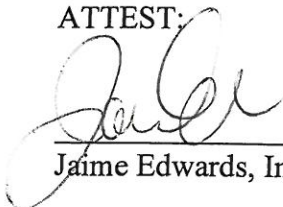
**Section 1.** The City hereby approves the Mapping Services IGA in substantially the same form as attached hereto as Exhibit A, and hereby authorizes the Mayor to execute the Mapping Services IGA, following approval and execution by the County Commissioners.

**Section 2.** Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 7 in favor, 0 against and 0 absent this 11th day of June, 2013.

  
Jeffrey T. Huff, Mayor

ATTEST:

  
Jaime Edwards, Interim City Clerk

Approved as to form:

  
Linda C. Michow, City Attorney

**EXHIBIT A**  
**MAPPING SERVICES IGA**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF DOUGLAS REGARDING THE  
PERFORMANCE OF GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES**

**THIS AGREEMENT ("Agreement") is made and entered into this 1st day of May, 2013, by and between the BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO ("County"), and the CITY OF CASTLE PINES of 7501 Village Square Drive, Suite 100, Castle Pines, Colorado 80108 ("City").**

**RECITALS**

**WHEREAS**, the City desires to engage the County to render certain professional services and assistance with respect to Geographic Information System (GIS) related services for the City; and

**WHEREAS**, the County has the ability to assist the City through its professional expertise, knowledge, and experience and is willing and able to provide such services, subject to the conditions hereinafter set forth.

**NOW, THEREFORE**, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. **LINE OF AUTHORITY:** Sam Bishop, Director of Community Development (the "Authorized Representative"), is designated as Authorized Representative of the City for the purpose of administering, coordinating and approving the work performed by the County on behalf of the City under this Agreement.

2. **SCOPE OF SERVICES:** All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by County.

The City may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the County's compensation, which are mutually agreed upon between the County and City, shall be in writing and shall become part of this Agreement upon execution.

The County agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative and it is understood and agreed that the County has the right to refuse requests from the City not outlined in Exhibit A – SCOPE OF SERVICES. It is also understood and agreed that the County shall not, in performing

services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license or other agreement in effect during the term hereof between the County and the City for the use and occupancy by the County of any City facilities or space.

**3. WORK PRODUCT OWNERSHIP:** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by the County in connection with the Services will be the exclusive property of the County. Upon request, the City will execute all documents necessary to confirm or perfect the exclusive ownership of the County to the Work Product.

**4. CONFIDENTIALITY:** The County, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the County or divulge, disclose, or communicate in any manner, any information that is proprietary to the City. The County and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, the County will return to the City all records, notes, documentation and other items that were used, created, or controlled by the County during the term of this Agreement, except for Work Products owned by the County.

**5. WARRANTY:** The County shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in the County's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to the County on similar projects. Services prepared by the County upon the request of the City are not to take precedent over the business needs of the County and the County has the right to forgo delivery of services if a conflict with the County's business should arise.

**6. COMPENSATION:** Subject to the maximum contract liability and all other provisions of this Agreement, the City agrees to pay to the County, and the County agrees to invoice and accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

**7. TIME AND MATERIALS:** Any other provision of this Agreement notwithstanding and pursuant to Section 29-1-110, C.R.S., the amount of funds appropriated for this Agreement is Ten Thousand Dollars (\$10,000) for fiscal year 2013. In no event shall the City be liable for payment under this Agreement for any amount in excess thereof. The City is

not under obligation to make any future apportionment or allocation to this Agreement nor is anything set forth herein a limitation of liability for the County. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for any such proposed expenditure.

**10. TERM:** It is mutually agreed by the parties that the term of this Agreement shall commence as of 12:01 a.m. on May 1st, 2013, terminate at 12:00 a.m. on January 1, 2014. This Agreement may be renewed for an additional year by agreement of the Parties on or before December 31. This Agreement and/or any extension of its original term shall be contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes and subject to the City's satisfaction with all products and services received during the preceding term.

**11. INVOICING PROCEDURES:** Payments shall be made to DOUGLAS COUNTY INFORMATION TECHNOLOGY DEPARTMENT / GIS DIVISION, 100 Third Street, Castle Rock, Colorado 80104, based upon invoices submitted by the County, provided such invoices have been approved by the Authorized Representative. Payments will be made to the County within thirty (30) days, or within a mutually agreed upon period after the City has received complete invoices from the County. The City reserves the right to require such additional documentation, including monthly activity reports detailing the County activities and services rendered, as the City deems appropriate to support the payments to the County. The signature of an employee supervisor of the County shall appear on all invoices certifying that the invoice has been examined and found to be correct. In addition to any other right or remedy provided by law, if the City fails to pay for the Services when due, the County has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

**12. CONFLICT OF INTEREST:** The County agrees that no official, officer or employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of the County by placing the County's own interests, or the interest of any party with whom the County has a contractual arrangement, in conflict with those of City.

**13. INDEPENDENT CONTRACTOR:** The County is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this Agreement, all personnel assigned by the County to perform work under this Agreement shall be and remain at all times, employees of the County for all purposes. It is agreed that the County shall have direct control with respect to the manner and performance of Services. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION OR**



UNEMPLOYMENT BENEFITS THROUGH THE CITY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.

14. **ILLEGAL ALIENS:** If the County has any employees or subconsultants, the County shall comply with §§ 8-17.5-101, et seq., C.R.S., regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, the County certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the County will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

15. **NO WAIVER OF GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that both the City and the County, their respective commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

16. **ASSIGNMENT:** The County covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part without the prior written approval of the Authorized Representative.

17. **COUNTY REVIEW OF RECORDS:** The County agrees that, upon request of the Authorized Representative, at any time during the term of this Agreement, or three (3) years thereafter, it will make full disclosure to the City and make available for inspection and audit upon request by the Authorized Representative, the City Director of Finance, or any of their authorized representatives, all of its records associated with work performed under this Agreement. The County shall maintain such records until the expiration of three (3) years following the end of the term of this Agreement.

18. **TERMINATION:** The Parties shall have the mutual right to terminate this Agreement, with or without cause, by giving written notice to the other party, of such termination and specifying the effective date thereof, which notice shall be given at least thirty (30) days before the effective date of such termination. The County shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination.

19. **NOTICES:** Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of this Agreement, and all other notices shall be made as follows:

by the County to:

City of Castle Pines  
7501 Village Square Drive,  
Suite 100  
Castle Pines, CO 80108  
Attn: Sam Bishop, Community Development  
Director\_\_\_\_\_

Facsimile 303.688.9414

E-mail \_\_\_\_\_

and by the City to:

Joel R. Hanson  
100 Third St.  
Castle Rock, CO 80104  
Facsimile 303-688-6908  
E-mail [jhanson@douglas.co.us](mailto:jhanson@douglas.co.us)  
Douglas County Attorney's Office  
100 Third Street

with a copy to:

Castle Rock, CO 80104  
(303) 660-74141  
E-mail: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

Said notices shall be delivered personally during normal business hours to the appropriate office above, or by prepaid first class U.S. mail, via facsimile, or other method authorized in writing by the Authorized Representative

**20. NONDISCRIMINATION:** In connection with the performance of work under this Agreement, the County agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

**21. GOVERNING LAW; VENUE:** This Agreement shall be deemed to have been made in, and construed in accordance with the laws of the State of Colorado. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado. The County expressly waives the right to bring any action in or to remove any action to any other jurisdiction, whether state or federal.

**22. COMPLIANCE WITH ALL LAWS AND REGULATIONS:** All of the work performed under this Agreement by the County shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado. The County shall also comply with all applicable ordinances, regulations, and resolutions of the City and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement. A copy of any open records requests submitted to the County under the Colorado Open Records Law ("CORA") for documents, materials or other written information concerning the Services provided herein shall be provided to the City's Authorized Representative within one (1) business day of receipt of such CORA request. Any confidential information as defined in Section 4 of this Agreement shall not be disclosed unless the County receives prior written approval by the City's Authorized Representative for such disclosure.

**23. NO THIRD PARTY BENEFICIARIES:** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the City and the County, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

**24. PRIORITY OF PROVISIONS:** In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

- 1<sup>st</sup> This Agreement, Sections 1 through 27
- 2<sup>nd</sup> Exhibit A- Scope of Services
- 3<sup>rd</sup> Exhibit B- Method of Payment

**25. ENTIRE AGREEMENT:** The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, officer, director, agent or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes or modifications to this Agreement, except those which are expressly reserved herein to the Authorized Representative, shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement.

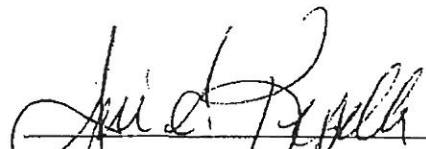
**26. COUNTY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.



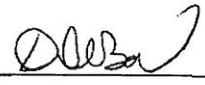


BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS

By:

  
Jill E. Repella, Chair

BY:



Douglas J. DeBord, County Manager

DATE:

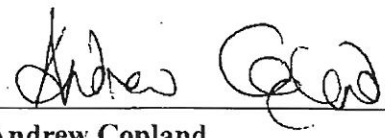
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ATTEST:

  
Melissa Pelletier, Deputy Clerk



APPROVED AS TO FISCAL CONTENT:

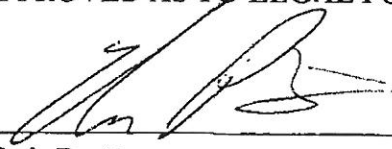


Andrew Copland  
Director of Finance

DATE:

7/1/13

APPROVED AS TO LEGAL FORM:



Chris Pratt  
Assistant County Attorney

DATE:

7/1/13

DOUGLAS COUNTY INFORMATION TECHNOLOGY

BY:



Paul D. Clanton, Chief Information Officer

DATE:

7/25/13

## 2 Exhibit A SCOPE OF SERVICES

The County will be responsible for producing GIS Services, upon request, as defined by the following:

- Establish standard mapping templates to be used for both hard-copy and digital mapping products (including the use of the City's trademarked logo).
- Inventory, Creation, Storage and Maintenance of standardized digital mapping products, reports and related GIS data for the City's website.
- Delivery of standard map products in digital format, upon request, for the City's Department of Community Development.
- Hard-copy prints (in color or black and white) may be made available by the County at a fee of Five dollars per individual large formatted print (\$5.00/large formatted print) print to cover cost of maintenance and supplies – ink and paper. It is understood that a large formatted print is defined as any of the following American National Standards Institute (ANSI) sizes: ANSI E-size (34in x 44in.), ANSI D-size (22in x 34in), or ANSI C-size (17in x 22in). Hard-copy prints at smaller ANSI paper sizes of ANSI A-size (8.5in x 11in) and ANSI B-size (11in x 17in) will be billed at a rate of Five dollars per 25 prints (\$5.00/25 prints).
- Inventory, Storage and Maintenance of existing GIS data from the City's previous GIS contractor.
- Inventory, Storage and Maintenance of existing GIS data within the County's current GIS database that is specific to the City's business needs.
- Creation, Storage and Maintenance of new GIS data for the City.
- GIS analysis (and related products) in support of the City's Department of Community Development projects.
- Creation of final digital mapping products to be used within the City's Department of Community Development documents.

3 Exhibit B  
METHOD OF PAYMENT

The County agrees to a fee of Forty-five Dollars per hour, (\$45.00/hour), and shall bill the City only for time actually worked, with a minimum one whole hour charge per individual request rounded to the nearest quarter hour for subsequent billable time after the initial hour of billing, and for costs to cover hard-copy printing requests or number of prints respectively. Any work performed by the County as requested by the City that is outside of the services listed in Exhibit A – SCOPE OF SERVICES will be billed at an increased hourly rate of Sixty-seven and Fifty Hundredths Dollars per hour, (\$67.50/hour) and work performed will be rounded to the nearest quarter hour. The County has the right to refuse requests not outlined in Exhibit A – SCOPE OF SERVICES.

Invoices will be provided to City, attention Sam Bishop. Payment will be made pursuant to Section 10 of this Agreement.