

**AN INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF ARVADA AND JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1**

THIS INTERGOVERNMENTAL AGREEMENT is between the City of Arvada, a home rule municipality of the State of Colorado, ("City") and Jefferson County School District No. R-1, a quasi-municipal corporation of the State of Colorado ("District").

RECITALS

A. The City and the District have jointly determined that the Arvada West Preschool Playground (the "Project") is beneficial to the City, Community and the District.

B. The City has entered into an agreement with the State Board of the Great Outdoors of Colorado Trust Fund ("GOCO") to fund the Project ("Grant Agreement"), attached and incorporated as Exhibit "A".

C. The District is not eligible to receive the grant and the parties intend for the City to act as a conduit through which the District will receive the benefit of the grant and any agreed upon obligations and responsibilities associated with completing the Grant.

D. The District will work with the City to fulfill the obligations and responsibilities stated in the Grant Agreement.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions stated in this Agreement, the parties agree as follows:

1. THE PROJECT

A. The "Project" refers to the Arvada West Preschool Playground Project for the design and construction of playground improvements at the school described in detail in Exhibit "A" and referred to as Gym 2 Structure, which is attached and incorporated herein.

B. The City shall be responsible for managing the GOCO grant funds for the purchase and installation of the Project equipment and surface material at the Arvada West Preschool.

C. The District shall be responsible for installing, operating and maintaining the Project at the Arvada West Preschool.

2. COORDINATION AND LIAISON

A. The City's Grants Administrator is vested with authority to act as the City's authorized representative under this Agreement. The District's Director of Facilities

Maintenance is vested with authority to act as the District's representative under this Agreement. Either party may change its authorized representative at any time by providing written notice of such change to the other party.

B. The City's Grants Administrator and the District's Director of Facilities Maintenance shall work together to ensure that construction of the Project complies with the terms of the Grant Agreement.

3. PROJECT RELATED RESPONSIBILITIES

A. The District shall cooperate with the City and provide all documents and other information necessary for the City to fulfill any conditions under the Grant Agreement.

B. The District has thoroughly reviewed the terms and conditions of the Grant Agreement and acknowledges that the City has entered into the Grant Agreement solely as a conduit for the District. The District, to the extent permitted by law, assumes the responsibilities, obligations and liabilities of the Grant Agreement and will uphold the City's responsibilities, obligations and liabilities contained in the Grant Agreement attached as Exhibit "A".

C. The City does not assume any of the District's obligations to install, operate, or maintain the Project improvements. The parties understand and agree that GOCO shall not be liable for any cost related to the operation or maintenance of the project.

D. The District shall maintain accounting records for the project for five years and provide GOCO and the City access to the records upon reasonable notice.

E. The District shall be liable to the City for any violation of any term of the Grant Agreement, unless the violation is due to actions or inactions of the District that are expressly permitted under this Agreement.

F. The District shall operate and maintain the improvements contemplated by the Grant Agreement in accordance with established District policy for playground maintenance for the useful life of the improvements. Should any claim for personal injuries, property damage or wrongful death be asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement, the parties shall be responsible for such claim in the manner provided by the Colorado Governmental Immunity Act and the Colorado law concerning pro-rata liability. The parties shall not be jointly and severally liable for such claims.

G. By executing this Agreement the parties do not waive any immunity or limitation on liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

H. This Agreement does not create any rights in any individual not a party to this Agreement.

I. This document, along with Exhibit "A," which is incorporated by reference, constitutes the entire agreement of the parties.

4. EXAMINATION OF RECORDS

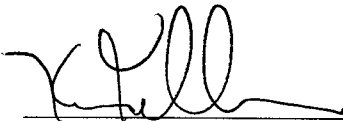
The District agrees that, for a period of five (5) years following the date of disbursement of funds, any duly authorized representative of the City, including the City Finance Director or designee, shall have access to and the right to examine any directly pertinent books, documents, papers and records of the District involving the transactions and other activities related to this Agreement.

5. TERM AND TERMINATION

The term of this Agreement shall commence upon execution of this Agreement and end on the termination of the Grant Agreement or the obligations thereunder, whichever is later or as provided in Section 3C hereof. In the event the District cannot fulfill its obligation to complete the Project stated in the Grant Agreement, the Project and the grant award will be forfeited. The City will in no instance be responsible for fulfilling the terms of the Grant Agreement if the School District is unable to do so.

AGREED this 8th day of November 2004.

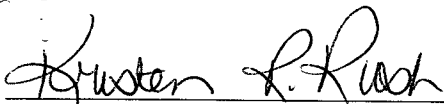
CITY OF ARVADA



Ken Fellman, Mayor



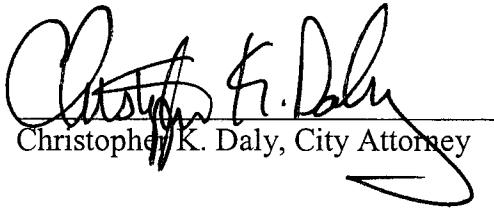
ATTEST:



Chris Koch, City Clerk

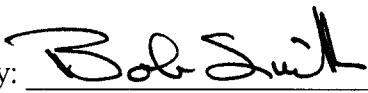
Deputy

APPROVED AS TO FORM:



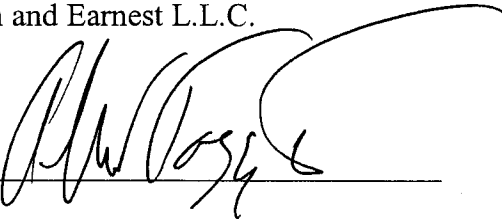
Christopher K. Daly, City Attorney

JEFFERSON COUNTY PUBLIC SCHOOLS

By: 

Bob Smith, Executive Director
Facilities Management

APPROVED AS TO FORM BY SCHOOL DISTRICT ATTORNEY:
Caplan and Earnest L.L.C.

By: 



GREAT OUTDOORS
COLORADO

MINI-GRANT AGREEMENT

Project Title: Arvada West Preschool Playground & Outdoor Learning Center
Contract Number: 04116
Completion Date: December 5, 2005
Funds Available: May 2004

Board: The State Board of the Great Outdoors Colorado Trust Fund
Address: 1600 Broadway, Suite 1650
 Denver, CO 80202
Telephone: (303) 226-4523
Facsimile: (303) 863-7517
Grantee: City of Arvada
Contact: Mr. Mike Lee, Manager of Parks and Urban Design
Address: 8101 Ralston Road
 Arvada, CO 80001-8101
Telephone: (720) 898-7390
Facsimile: (720) 898-7401

Project Description: The City of Arvada, in partnership with the Arvada West Preschool and Jefferson County Schools, is requesting \$14,499 in GOCO funding to install a new playground structure and related components at the preschool site in central Arvada. The new playground centerpiece will replace a seriously outdated and hazardous playground system with an integrated, carefully planned facility to include numerous apparatus geared towards preschool aged children. A wood-fiber surface will also be added. When completed, the new playground structure will serve approximately 200 students at the preschool, as well as children from the surrounding neighborhoods. Combined volunteer hours donated by the applicant and its partners will assist in the demolition of the old equipment and the installation of the new system. All three partners will collaborate on maintenance efforts.

Grantee applied to the Board pursuant to a Mini-Grant program established to provide financial assistance to communities that require a small immediate investment to enhance parks, outdoor recreation and environmental education facilities. On December 5, 2003, the Board awarded a sum not to exceed **\$14,499.00** for completion of the project entitled and described above (the "Project"). Grantee has up to two years to complete the project, or prior to **December 5, 2005**. Grantee agrees to use Board funds and Grantee's match solely to complete the Project as described in the application. Grantee has undertaken the responsibility for obtaining the match (funds and in-kind contributions) described in the project application. In addition, Grantee agrees to the general terms and conditions stated on the opposite side of this document.

BUDGET ITEMS (as reflected in original application budget)

USE OF FUNDS	DATE TO BE SPENT	GOCO	APPLICANT	PARTNER	TOTAL
Custom Play Builder	3/15/04	\$ 11,419			\$ 11,419
Tire Swing	3/15/04	1,280			1,280
Fibar 312 Surface	3/15/04		\$ 3,153		3,153
Shipping/Freight	3/15/04			\$ 953	953
Installation/Volunteers	3/15/04	1,800		2,738	4,538
TOTALS		\$ 14,499	\$ 3,153	\$ 3,691	\$ 21,343

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND
 1600 BROADWAY • SUITE 1650 • DENVER, CO 80202
 TELEPHONE 303-863-7522 • FACSIMILE 303-863-7517
 E-MAIL: info@gocolor.org

GENERAL TERMS AND CONDITIONS

Grantee agrees to the following terms and conditions pertaining to this award:

1. Full payment will be made upon completion of the Project. Exceptions may be made to this requirement if approved by Great Outdoors Colorado staff.
2. **Grantee will complete project prior to June 16, 2004. Any extension beyond this date must be requested through a formal resolution.**
3. Funding may be used only for fixed assets. Funds may not be used for administrative costs, design costs or non-fixed assets.
4. Grantee will erect signs approved by GOCO staff acknowledging Great Outdoors Colorado and the Colorado Lottery contribution to the Project.
5. Grantee agrees to allow reasonable public access and provide maintenance for the useful life of the Project. The Board shall not be liable for any cost of maintenance or management or operation of the facility.
6. The Board may withdraw its approval of funding to the Grantee if, in its sole discretion, it determines conditions have occurred which fundamentally change the expectations of the Parties or make the Project infeasible or impractical.
7. Grantee is an independent contractor acting in its separate capacity and not as an officer, employee or agent of the Board.
8. Grantee shall maintain standard financial accounting records relating to the Project for five years and provide the Board or its representatives or auditors access to their records upon reasonable notice.
9. Grantee hereby certifies that it has complied with all regulatory requirements in applicable areas.
10. The following provision applies to the Board and may also apply to the to the Grantee if the Grantee qualifies for protection under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq. The Parties by entering into the instant agreement, do not waive or intend to waive by any provision of this agreement, the monetary limitations (presently \$150,000 per person and \$600,000 per occurrence) 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 Grantee, its successor, employees, officers or agents.
11. To the extent permitted by law, the Grantee shall be responsible for, indemnify and hold harmless the Board, its officers, agents and employees from any and all liabilities, claims, demands, damages or costs resulting from, growing out of, or in any way connected with or incident to this Agreement, except for the gross negligence of willful and wanton conduct of the Board its officers, agents, or employees. Grantee hereby waives any and all rights to any type of express or implied indemnity or right of contribution from the State of Colorado, the Board, its officers, agents or employees, for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement.



GREAT OUTDOORS
COLORADO

City of Arvada

By [Signature] Mayor

Date 1/26/04

The above signed hereby certifies they have read the agreement in its entirety and agree to its terms and conditions and have the authority to bind the Grantee.

STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND

By [Signature]

Date 1-29-04