

CITY OF LEADVILLE, COLORADO
RESOLUTION NO. 22
Series of 2017

AND

LEADVILLE URBAN RENEWAL AUTHORITY
LURA RESOLUTION NO. R-17-04

A JOINT RESOLUTION OF THE CITY OF LEADVILLE CITY COUNCIL AND
THE LEADVILLE URBAN RENEWAL AUTHORITY ASSIGNING AND
ACCEPTING AN ASSIGNMENT OF A PROFESSIONAL SERVICES
AGREEMENT BETWEEN THE CITY OF LEADVILLE AND THE LELAND
CONSULTING GROUP, INC. (DOING BUSINESS AS RICKER CUNNINGHAM)
FOR URBAN RENEWAL SERVICES

WHEREAS, the City Council of the City of Leadville ("City") entered into a professional services agreement ("Agreement") with Leland Consulting Group, Inc. doing business as Ricker Cunningham ("RC" or "Ricker Cunningham") to perform a conditions survey and prepare an urban renewal plan within the City of Leadville; and

WHEREAS, pursuant to the terms and conditions of the Agreement, the City is authorized and desires to assign the Agreement to the Leadville Urban Renewal Authority ("LURA"); and

WHEREAS, the LURA desires to accept such assignment; and

WHEREAS, this Resolution shall serve to memorialize such assignment and acceptance of the terms of the Agreement by the City and LURA.

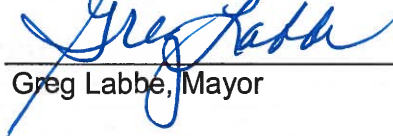
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Leadville and by the Leadville Urban Renewal Authority, that:

Section 1. The City Council of the City of Leadville hereby assigns and the Leadville Urban Renewal Authority hereby accepts the assignment of all of the City's rights, obligations, duties and benefits under the Agreement by and between the City and Ricker Cunningham.

Section 2. This Resolution is effective only upon approval and execution by the Mayor of the City of Leadville and the Chairperson of the Leadville Urban Renewal Authority.

ADOPTED by the Leadville City Council by a vote of 10 in favor and 0 against and 0 abstaining this 7th day of November, 2017.


CITY OF LEADVILLE, COLORADO

By: 
Greg Labbe, Mayor

ATTEST:

Deputy City Clerk

ADOPTED by the Leadville Urban Renewal Authority by a vote of 6 in favor and 0 against, and 0 abstaining this 26th day of October, 2017.

By: 
Chairperson

ATTEST:
By: 
Secretary to LURA

ATTACHMENT 1

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LEADVILLE, COLORADO AND THE LEADVILLE URBAN RENEWAL AUTHORITY

THIS AGREEMENT (“Agreement”) is entered into this 7th day of November, 2017, by and between the **CITY OF LEADVILLE, COLORADO**, a municipal corporation and the **LEADVILLE URBAN RENEWAL AUTHORITY**, a body corporate and politic in the State of Colorado, collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, by Resolution No. 08, Series 2017 and in accordance with the Colorado Urban Renewal Law, the City Council of the City of Leadville (hereinafter the “City”) created the Leadville Urban Renewal Authority (hereinafter “LURA”); and

WHEREAS, the City and the LURA desire to participate in activities related to the establishment of an urban renewal plan and urban renewal project(s) (“Plan”); and

WHEREAS, the City has sufficient funds in its general fund to advance LURA the funds needed for work associated with the Plan; and

WHEREAS, the City and the LURA have determined that, for purposes of economy and efficiency of operation, it is in the best interests of the public that the operating staff and resources of the LURA be provided by the City, subject to the terms and conditions of this Intergovernmental Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the City and the LURA wish to express their mutual agreement on these matters as more fully set forth herein, and are authorized to enter into this Agreement pursuant to § 31-15-101 and § 31-25-105, C.R.S., respectively.

NOW, THEREFORE, it is agreed by the parties as follows:

TERMS AND CONDITIONS

1. LURA Employees Provided by City

A. The City agrees to provide City staff (hereinafter collectively referred to as “City Staff”) to the LURA on an as-needed basis for the operation and management of LURA activities, subject to the LURA’s reimbursement to the City as provided in Section 4.

B. All City Staff time spent on LURA activities related to the Plan shall be separately recorded and specifically documented for purposes of determining the appropriate reimbursement to the City in accordance with Section 4. It is the intention of the parties that the services performed by such employees on behalf of the LURA shall not interfere with the ability of such employees to carry out their duties and responsibilities for the City.

2. Other Services

In addition to providing staff employees for the LURA, the City agrees to provide the LURA with such other services as may be required in order to perform its public functions, including, but not limited to, accounting, treasury, management, procurement, personnel services, engineering services, planning services, and legal services, provided however, that nothing herein shall be construed as prohibiting the LURA from contracting with third parties to provide all or a portion of such services. It is the intention of the parties that the LURA's annual or any special financial audits shall be performed by an independent auditor. All costs of any such audit or financial services shall be paid by the LURA.

3. Office Space; Furnishings; Equipment

City Staff working on behalf of the LURA is authorized to utilize City office space, furnishings and equipment, including telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to carry out LURA business. A prorated share of the expenses associated with use of such office space, furnishings and equipment shall be charged back to the LURA in accordance with Section 4. As needed, the City may make available office space to the LURA, as provided under such lease agreement as may be agreed upon by the City and the LURA.

4. City Reimbursement

In accordance with this Section, the LURA shall reimburse the City for all costs incurred by the City in providing City Staff, services, office space, furnishings and equipment described herein. The City shall submit to the LURA, at such times the City deems appropriate, one or more invoices detailing the specific services rendered and other expenses incurred by the City on behalf of the LURA a specific time period stated in such invoice(s). Such invoices shall be in sufficient detail and shall include salaries, benefits, insurance and other costs incurred by the City, on a prorated basis, and shall sufficiently designate the type of service performed by the City so that the LURA may properly determine the accuracy of the invoices. Unless the LURA Chairperson or Executive Director objects to an invoice within fifteen (15) days of the date of the invoice, the LURA shall be deemed to approve such invoice for payment to the City and shall make payment to the City within a reasonable time and as funding of the LURA is available.

5. City Advance of Funds

A. In calendar year 2017, upon the LURA's request, and subject to availability of City funds, the City shall provide one or more cash advances, in a total amount of Thirty Thousand Dollars (\$30,000.00), to the LURA for services and activities related to the Plan *unless otherwise approved by the City Council*. Such funds shall be appropriated and transferred from the City's general fund or other fund determined as appropriate by the Mayor. The LURA agrees to repay the City the dollar amount of the funds provided to the LURA, without interest, within three years from the date of this Agreement, unless a different time period is mutually agreed upon. This Agreement shall constitute an obligation of LURA to repay the City for the cash advance, and shall be noted on the LURA's financial records as a debt to be repaid, subject to annual appropriation.

B. The City may agree in future years to advance funds to the LURA, subject to annual appropriation and repayment by the LURA on terms and conditions as may be set forth in a promissory note or other similar instrument.

6. Insurance

The LURA may provide its own public liability insurance and other insurance requirements provided, however, that the City and the LURA agree to consider the desirability of including the LURA as an additional insured within the City's existing liability insurance coverages as a part of the services to be provided by the City to the LURA subject to reimbursement under the terms and provisions of this Agreement.

7. Responsibility of LURA

Nothing in this Agreement shall be interpreted in any manner as constituting the City as the agent of the LURA or the LURA as the Agent of the City. Each party shall remain separate and neither shall hereby assume the debts or obligations of the other. The LURA shall be solely responsible for carrying out its duties and functions in accordance with the Colorado Urban Renewal Law and other applicable laws and regulations.

8. Indemnification of City

Due to the City's limited role in the Plan and the LURA's more substantial role, the Parties agree that the LURA should be responsible for causes of action and claims brought in relation thereto. To that end, the LURA agrees to indemnify and hold the City harmless from any claims, actions, damages or causes of action that arise from or relate to this Agreement.

9. Termination; Amendment

This Agreement may be terminated or amended by the mutual written consent of the parties at any time.

10. Binding Agreements

This Agreement represents the total binding Agreement between the parties and replaces and supercedes any prior oral or written agreement between the City and the LURA.

11. Governing Law

This Agreement shall be governed by, and construed in accordance with the laws of the State of Colorado.

12. Severability

If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

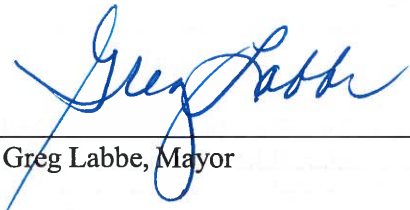
13. No Third Party Beneficiaries

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the City and the LURA any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

14. No Waiver of Governmental Immunity

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City or to the LURA, their officials, employees, contractors, or agents, or any other person acting on behalf of the City or the LURA and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

CITY OF LEADVILLE, COLORADO

By: 
Greg Labbe, Mayor

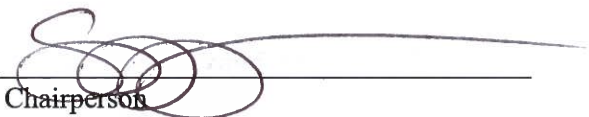
ATTEST:

By: 
Bethany Maher, Deputy City Clerk

APPROVED AS TO FORM

By: 
Attorney

LEADVILLE URBAN RENEWAL AUTHORITY

By: 
Chairperson

ATTEST:

By: 
LURA Secretary

APPROVED AS TO FORM

By: 
Attorney

