

**AN AGREEMENT BY AND AMONG THE CITY OF NORTHGLENN, RALSTON HOUSE, THE CITIES OF WESTMINSTER, THORNTON, FEDERAL HEIGHTS, BRIGHTON, COMMERCE CITY AND AURORA, THE CITY AND COUNTY OF BROOMFIELD AND THE COUNTY OF ADAMS REGARDING THE DESIGN OF THE NORTHGLENN RALSTON HOUSE**

The following Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and among the City of Northglenn, Ralston House, a Colorado Nonprofit Corporation ("Ralston House") and the Cities of Westminster, Thornton, Federal Heights, Brighton, Commerce City and Aurora, the City and County of Broomfield and the County of Adams (all parties with the exception of the Ralston House may be collectively referred to as the "Municipal Parties"):

WHEREAS, the City of Northglenn ("Northglenn") is the owner of a certain parcel of Property located within the City of Northglenn more specifically described in the attached **Exhibit A** (the "Property"); and

WHEREAS, Ralston House is a child advocacy center which has for many years provided professional and comprehensive services for sexually, physically, and emotionally abused children and their families; and

WHEREAS, Ralston House currently provides these services through its Jefferson County facility, and recently through a facility located on the Property; and

WHEREAS, based on the services currently being provided, the Municipal Parties desire to contribute initially to the design of the Ralston House, and ultimately if feasible to the construction of a new facility on the same Property in order to cause the Ralston House to continue to provide expanded services in Adams County, and to enable the Ralston House to provide this same type and level of services to Adams County and Broomfield families;

WHEREAS, the Municipal Parties and Ralston House desire that Northglenn manage the design of a proposed new City of Northglenn owned Ralston House facility on the Property; and

WHEREAS, Ralston House agrees to provide services as a child advocacy center, and for providing related charitable and educational services, including but not limited to counseling services and educational programming to the Municipal Parties; and

WHEREAS, the Municipal Parties desire to set forth their understanding of the terms and conditions to pay for the cost of initial design of the Northglenn Ralston House; and

WHEREAS, following completion of the design, the Municipal Parties will provide for such construction by separate agreement, if such construction is determined to be feasible, as set forth below.

## TERMS

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the Municipal Parties and Ralston House hereby agree as follows:

1. Recitals Incorporated. The recitals set forth above are incorporated into this Agreement, and shall be deemed terms and provisions hereof, to the same extent as if fully set forth in this Section.
2. Design of the Northglenn Ralston House.
  - A. The Municipal Parties agree that, based on the conceptual plans and space assessment already completed for the Northglenn Ralston House to be constructed on the Property, that the Northglenn Ralston House shall be designed in substantial conformity with the floor plan, and design concept attached hereto as **Exhibit B**, and incorporated herein by this reference (the “Specifications”). Said design will consist of the following two phases :
    - i. Phase One. Completion of a Site Development Analysis and an Engineer’s Opinion of Probable Cost. Prior to, and as a condition to commencing Phase Two below, the Parties hereto shall meet and confer to determine whether the Site Development Analysis and Engineer’s Opinion of Probable Cost demonstrate that the Northglenn Ralston House is preliminarily feasible to proceed to Phase Two; and
    - ii. Phase Two: The architectural and engineering design work to complete a full set of construction plans for the Northglenn Ralston House.
  - B. Subject to the reallocation provisions set forth in Section 3 of this Agreement, the Municipal Parties agree to split the costs of design equally by contributing the amount of Thirty Thousand Dollars (\$30,000.00) per entity to said design cost (the “Design Costs”) based on the Specifications and the two phase process set forth above. The Municipal Parties shall each contribute the Design Costs in calendar year 2016 upon fifteen (15) days advance notice in writing from the City of Northglenn. The Design Costs received by Northglenn shall be deposited into a special account set up by Northglenn for the sole purpose of meeting the obligations of the Municipal Parties set forth in this Agreement (the “Special Account”). Such amounts shall be paid into the Special Account prior to Northglenn expending, or agreeing to spend, any funds on the design of the Northglenn Ralston House. If any funds remain after completion of the design, of the completion of Phase One if the Parties determine not to proceed forward with Phase Two, such funds shall be returned to the Municipal Parties in an equal amount.
  - C. Northglenn shall undertake the requisite procurement process to solicit

bids and award a contract for and manage the contract(s) for the design of the Northglenn Ralston House. Northglenn shall utilize the contracting procedures set forth in the Northglenn Municipal Code for contracting for the design of the Northglenn Ralston House, in consultation with all parties to this Agreement. Provided, however, the Municipal Parties and the Ralston House shall all participate to the extent each party determines necessary in the process of working with the selected design consultant to complete the design of the Northglenn Ralston House. .

3. Future Contribution by the Municipal Parties to the Cost of Construction and Construction Management. The Municipal Parties agree that future contributions toward the cost of construction and construction management of the Northglenn Ralston House will be determined by a subsequent and separately executed agreement. The Municipal Parties further agree that the Funding Allocation shall include an adjustment to account for any cost paid by any party for the Design Cost that is disproportionate to the cost paid under the ultimate funding allocation of construction and construction management.

4. Grant Application(s). The Municipal Parties and Ralston House acknowledge and agree that based on the limited information available as of the date of this Agreement, the estimated cost of construction and construction management is insufficient to complete the construction of the Northglenn Ralston House. Ralston House and Northglenn, with the cooperation of the other Municipal Parties hereto, shall apply for grant applications to obtain funding to construct the Northglenn Ralston House after the completion of the Site Development Analysis and Engineer's Opinion of Probable Cost are completed. In the event such grant funding is obtained, such funds shall be utilized to reduce the funding contribution of the Municipal Parties as provided in the separate agreement.

5. Covenant Regarding Funding Obligations. Each Municipal Party to this Agreement covenants and agrees to appropriate a maximum, not-to-exceed amount of \$30,000 in 2016 to pay the Design Costs. The Municipal Parties acknowledge and agree that in reliance upon such covenants, Northglenn shall undertake its obligations hereunder regarding the design of the Northglenn Ralston House, and shall represent that it has sufficient funds to contract for the design of the Northglenn Ralston House as more particularly described in Section 2 of this Agreement. The Municipal Parties further acknowledge and agree that all Design Cost payment obligations under this Agreement are current expenditures of the Municipal Parties, payable in the current fiscal year. The Municipal Parties' remaining obligations hereunder shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Municipal Parties within the meaning of Article X, Section 20 of the Colorado Constitution.

6. Miscellaneous.

A. None of the Parties hereto waive the rights, limitations, and defenses of the Colorado Governmental Immunity Act, or other rights or protections as otherwise provided by law.

B. The Parties hereto are separate, independent governmental entities and shall maintain such status throughout.

C. This Agreement may be executed by the Parties with separate signature pages.

D. It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties hereto, and cause the design of the Northglenn Ralston House to be completed, but nothing in this Agreement shall be construed to establish a separate legal entity and, except as set forth herein, this Agreement does not authorize any Party to act for another for any other purpose whatsoever.

E. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand delivered, 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 on the signature page below, or at such other address as has been previously furnished in writing, to the other Municipal Parties. Such notice shall be deemed to have been given when deposited in the United States mail.

F. Paragraph Captions. The captions of the paragraphs are set forth 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.

G. Integration and Amendment. This Agreement represents the entire agreement between the Parties with regard to the subject matter of this agreement and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

H. Governing Law. This Agreement shall be governed by the laws of the State of Colorado.

I. Venue. Venue for any actions under this contract shall be in Adams County, Colorado.

**IN WITNESS WHEREOF,** the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

**CITY OF NORTHGLENN**

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**RALSTON HOUSE**

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**CITY OF WESTMINSTER**

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**CITY OF THORNTON**

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**CITY OF FEDERAL HEIGHTS**

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**CITY OF BRIGHTON**

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**CITY OF COMMERCE CITY**

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**CITY OF AURORA**

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**CITY AND COUNTY OF BROOMFIELD**

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## ADAMS COUNTY

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