

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF CASTLE ROCK AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING FINANCIAL CONTRIBUTION FOR
CROWFOOT VALLEY ROAD WIDENING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2023, by and between the Town of Castle Rock, Colorado, a Colorado home rule municipality (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado, (the "County"), hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

WHEREAS, the Parties desire to cooperate in the construction of widening Crowfoot Valley Road between Knobcone Drive and Macanta Boulevard from 2 thru lanes to 4 thru lanes, as generally depicted on the attached **Exhibit A** ("the Project"); and

WHEREAS, the Project will serve the residents of the Town of Castle Rock and the residents of unincorporated Douglas County; and

WHEREAS, in accordance with the terms and conditions stated in this Agreement, the County is willing to contribute a maximum of One Million Four Hundred and Fifty-Six Thousand Dollars (\$1,456,000) towards construction and Two Hundred and Fifty Thousand Dollars (\$250,000) towards design, as the County's pro-rata share of the cost for the construction and design of the Project, as shown on the Preliminary Cost Projection attached hereto as **Exhibit B.**

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.
2. **Term.** This Agreement shall commence upon execution by both Parties and shall continue until twelve (12) months following completion of construction of the Project.
3. **Town's Responsibilities and Contribution.** The Town has estimated the total design costs for the Roadway Improvements to be Six Hundred Fifty Thousand Dollars (\$650,000), and the total construction costs for the Roadway Improvements to be Six Million Eight Hundred Fifty Thousand Dollars (\$6,850,000), as shown on **Exhibit B.**

The Town agrees to manage all aspects of the design, construction, permitting and inspections of the Project. Except as expressly provided in Section 4, below, the Town shall be responsible for paying for all design, construction, permitting and inspection costs associated with the Project, including any cost in excess of the preliminary cost estimate shown on **Exhibit B**.

The Town will own and maintain the Project improvements that are located within property owned by the Town or located within the jurisdiction of the Town.

4. **County Responsibilities and Contribution**. The County agrees to pay to the Town an amount not to exceed One Million Four Hundred and Fifty-Six Thousand Dollars (\$1,456,000) for construction, herein referred to as the “County Construction Contribution”, and Two Hundred and Fifty Thousand Dollars (\$250,000) for design, herein referred to as the “County Design Contribution”. Absent an express written amendment to this Agreement, the County will not be liable for paying the Town any amount in excess of the County Construction Contribution and County Design Contribution, including for any unforeseen project costs or claims.

The County Design Contribution is payable to the Town within thirty (30) days after the County has received a written invoice from the Town containing a written notice that the Town has awarded design contract(s) for the Project and will be used for no other purpose unless agreed to by both Parties in writing.

The County Construction Contribution is payable to the Town within thirty (30) days after the County has received a written invoice from the Town containing a written notice that the Town has awarded construction contract(s) for the Project and will be used for no other purpose unless agreed to by both Parties in writing.

Any unused portion of the County Construction Contribution or County Design Contribution (“Excess Funds”) shall be returned to the County no later than six (6) months following completion of the Project.

5. **Time of Performance**. Upon execution of this Agreement by both Parties, the Town shall diligently pursue award of design and construction contracts(s) and construction of the Project. The Town anticipates that the Project will be substantially completed by October 31, 2025.

6. **Remedies**. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Section 4 of this Agreement if actual construction of the Project does not commence by October 31, 2024, unless agreed to in writing by both Parties. This Section shall survive the termination of this Agreement.

7. **Notice**. 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 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. Such notice shall be deemed to have been given when deposited in the United States mail.

Town: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, Colorado 80104
Attention: Dan Sailer, P.E., Public Works Director
Email: DSailer@crgov.com With an electronic copy sent to legal@crgov.com

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Janet Herman, P.E. Public Works Eng. Director
Email: jherman@douglas.co.us
With an electronic copy sent to attorney@douglas.co.us

8. **Appropriation.** Pursuant to section 29-1-110, C.R.S., any financial obligations of the Town and the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis.

9. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

10. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

11. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. **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 Parties, 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. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

13. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the Parties, their commissioners, board members, 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, sections 24-10-101 to 120, C.R.S., or otherwise available to the County and the Town.

14. **Entirety**. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

TOWN:

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Daniel Sailer, Director of Public Works

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

Abe Laydon, Chair

ATTEST:

APPROVED AS TO CONTENT:

Emily Wrenn,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Christopher Pratt,
County Attorney

Andrew Copland,
Director of Finance