

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK  
AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF  
DOUGLAS REGARDING COST SHARING FOR THE FOUR CORNERS  
INTERSECTION IMPROVEMENTS PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2022**, by and between the Town of Castle Rock, Colorado, (the "Town"), and the Board of County Commissioners of Douglas County, Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

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

WHEREAS, the County and the Town desire to cooperate in advancing the construction associated with improving safety and traffic operations at the intersection of Founders Parkway, Fifth Street, State Highway 86 and Ridge Road (aka Four Corners Intersection), hereinafter referred to as the "Project". State Highway 86 is a critical component of the region's transportation network and this Project will help to reduce congestion and improve safety and mobility. The Project is described in more detail in **Exhibit A**, which is attached hereto and incorporated by this reference; and

WHEREAS, the Parties agree to advance the Project in exchange for mutual commitments of the Parties hereto, and the Parties desire to share in the cost of the Project, described herein; and

WHEREAS, the Town is responsible for managing all aspects of the Project, including providing Project oversight during design, right-of-way acquisition and construction; and

WHEREAS, the Town is responsible for securing all funding necessary to design and construct the Project, except for the County's contribution; and

WHEREAS, through the Transportation Improvement Program (TIP) project selection process for the Douglas County Subregion Transportation Forum, the Denver Regional Council of Governments ("DRCOG") selected this Project to receive partial funding. Regarding the DRCOG funding, in 2020, the Town executed a separate agreement with Colorado Department of Transportation, (CDOT), and the Town anticipates receiving a total of \$4,225,000 in Federal funds for the Project; and

WHEREAS, the County previously indicated their willingness to contribute financially to advance the Project at the time that the Town submitted a TIP application to DRCOG, and

WHEREAS, the County's only responsibility is for its voluntary contribution for a portion of the Project costs as identified in **Section 1**; and

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

1. County Contribution and Responsibilities. The County agrees to pay to the Town an amount not to exceed One Million Dollars and No Cents (\$1,000,000.00), hereinafter referred to as the “County Contribution” for the purpose of constructing the Project. The County Contribution shall be used solely for paying for a portion of the cost to construct the Project; and the County has appropriated its funds for the Project as part of their 2022 Annual Budget. In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any additional work authorized by the Town or for any unforeseen Project costs or claims.

The County agrees to open a Douglas County Purchase Order to the Town within thirty (30) days after execution of this Agreement. Additionally, the County agrees to pay the Town the County’s lump sum contribution within thirty (30) days after the County has received a written invoice from the Town containing a statement that CDOT concurred with the Town’s request to allow the Town to award a construction contract for this Project.

If the Town elects to unilaterally increase the Project cost and its Project budget, it may do so; provided it does not include an increase in the County Contribution. The County Contribution may not be increased without both Parties executing an amendment to this Agreement prior to any additional expenditures in which the Town wants the County to participate.

2. Town Contribution and Responsibilities. The Town shall be responsible for managing all phases of the Project. Except as expressly provided in **Section 1**, (County Contribution and Responsibilities), the Town shall be responsible for all other Project responsibilities and Project costs, including changes to the initial scope of work or adding supplementary tasks in order to further advance the Project. The Town is responsible for completing the Project in accordance with the final plans that have been approved by CDOT.

The Town will track Project monthly construction costs and will use this information to provide a summary of the total Project construction costs within thirty (30) days after completion or termination of the Project and provide a copy to County.

If the Project is terminated after construction has been initiated and prior to completion, then the Town will provide written notification to the County; and the Town shall refund the County a portion of the remaining unused construction funding; and this proportional refund amount shall be based on County Contribution of not to exceed \$1,000,000. The refund amount shall be calculated as follows: the total amount the Town spent on construction of the Project, through the date of termination, times the percentage of the total construction costs that the County is funding. The refund should not exceed the total County Contribution. The Town shall refund the County within forty-five (45) days for the reasons stipulated above.

3. Time of Performance. Upon execution of this Agreement, the Town shall diligently pursue award of the construction contract. The Town anticipates advertising for a construction

contract on or before **September 30, 2022** and anticipates construction will be substantially completed on or before **October 31, 2023**.

4. 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 1** of this Agreement in the event of a default by the other Party. In the event that the construction contract is delayed and does not commence before **June 30, 2023**, unless an extension is agreed to in writing by both Parties prior to **June 15, 2023**, the County may terminate this Agreement and the Town will give a full refund of any County Contribution received. This Section shall survive the termination of this Agreement.

5. 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 of Castle Rock:           Town of Castle Rock  
  Attn: Director of Public Works  
  4175 Castleton Court  
  Castle Rock, Colorado 80109

With electronic copy sent to: [legal@crgov.com](mailto:legal@crgov.com)

Douglas County:               Douglas County  
  Attn: Director of Engineering Services  
  100 Third Street  
  Castle Rock, Colorado 80104

With electronic copy sent to: [attorney@douglas.co.us](mailto:attorney@douglas.co.us)

6. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the Town and the County contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

7. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their Commissioners, Councilmembers, 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.

8. 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.

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

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

11. 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.

12. Severability. It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

13. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

14. Entirety. This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties 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 OF CASTLE ROCK, COLORADO**

\_\_\_\_\_  
Jason Gray, Mayor

**ATTEST:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
David L. Corliss, Town Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael J. Hyman, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY**

\_\_\_\_\_  
\_\_\_\_\_, Chair

**ATTEST:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Kristin Randlett,  
Clerk to the Board

\_\_\_\_\_  
Douglas J. DeBord,  
County Manager

**APPROVED AS TO FORM:**

**APPROVED AS TO FISCAL CONTENT:**

\_\_\_\_\_  
Chris Pratt,  
Senior Assistant County Attorney

\_\_\_\_\_  
Andrew Copland,  
Director of Finance

## **Exhibit A**

### **Four Corners Intersection Improvements Project**

#### **Project Description and Project Background**

In 2017, the Castle Rock Transportation Master Plan identified the need for improvements at the Four Corners intersection, located approximately two miles east of Downtown. This intersection of Founders Parkway, Fifth Street, State Highway 86, and Ridge Road, (aka Four Corners Intersection), currently serves more than 30,000 vehicles per day – a number that is expected to increase to more than 48,000 vehicles per day by 2040. This intersection also has a high crash rate and lacks safe connections for accommodating bicyclists and pedestrians. This project will address those concerns by improving traffic operations through the intersection, enhancing safety and mobility at and through the intersection, and developing a cost-effective solution that will be flexible to future travel patterns and multimodal demand. The project includes:

- Full replacement of the traffic signal at the Four Corners intersection.
- Improved pedestrian and bicycle facilities, including dedicated bike lanes on Ridge Road and Fifth Street, improved crossings at the intersection, and connections to existing multiuse paths along Founders Parkway and SH 86.
- Approximately 1,300 LF of improvements along SH 86, including additional through and turn lanes at the intersection, improved westbound right turn lanes to Aloha Drive and Founders Parkway, and potential modifications to the access to Founders Marketplace.
- Approximately 800 LF of improvements along Ridge Road, including additional through and turn lanes at the intersection and access consolidation to enhance safety.
- Approximately 800 LF of improvements along Fifth Street, including additional through and turn lanes at the intersection.
- Approximately 1,300 LF of improvements along Founders Parkway, including additional through and turn lanes at the intersection, an improved southbound right turn lane to Fifth Street, and an additional dedicated northbound right turn lane to Aloha Drive.
- Utility relocation and storm sewer / drainage improvements as needed.

Improvements on Ridge Road and Fifth Street will be designed to cleanly transition into pending Town of Castle Rock projects for widening and improvements along both roadways.

#### **Town of Castle Rock Responsibilities**

The Town is responsible for managing all aspects of the Project, including providing oversight during design, right-of-way acquisition, utility coordination and construction. The Town is responsible for ensuring the project is built in accordance with the final plans which requires approval by CDOT.

#### **Douglas County Responsibilities**

The County is only responsible for contributing \$1 million for a portion of the construction costs.