

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF CASTLE ROCK AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,
REGARDING OWNERSHIP, MAINTENANCE, AND OPERATION OF
TRAFFIC SIGNALS AT AND NEAR SHARED JURISDICTIONAL
BOUNDARIES**

THIS INTERGOVERNMENTAL AGREEMENT (“**Agreement**”) is made and entered into this _____ day of _____, **2025** 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 on signalized intersections at and near shared jurisdictional boundaries for the purpose of improving safety, mobility, and access for the public; and

WHEREAS, the Parties agree that the traffic signals in this agreement are in good working order and have been properly maintained and the parties have a shared interest in assuring continued proper maintenance and operation of traffic signals including regular maintenance, recurring inspection, response to malfunctions, and coordinated traffic signal timing plans; and

WHEREAS, the Parties agree to include the following traffic signal location(s) in this Agreement:

- Crowfoot Valley Road & Macanta Boulevard

WHEREAS, the Parties have the option to add additional signal locations to this Agreement at any time during the term of this Agreement; and

WHEREAS,

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 the Parties and shall continue annually for five (5) years contingent upon funds for each subsequent year being appropriated, budgeted, and otherwise made available therefor. If the County fails to appropriate sufficient monies to provide for the continuance of this Agreement into a future fiscal year, the Agreement shall terminate on the final day preceding the date of the beginning of the first fiscal year for which funds are not appropriated. The County's only obligation in the event of termination for this reason shall be the payment of maintenance performed up to and including the effective date of termination.

3. **Definitions.**

Traffic Signals shall mean all improvements necessary to direct vehicular and pedestrian traffic by signal indications at intersections, specifically including but not limited to the foundations, poles, mast arms, span wire, signal heads, and wiring extending from the base of any pole to the signal indications. "Traffic Signals" shall specifically exclude "Traffic Signal Control Equipment" and "Traffic Signal Fiber Optic Interconnect Equipment" as defined by this Agreement.

Traffic Signal Control Equipment shall mean all equipment necessary to operate a Traffic Signal identified in the traffic signal list above, and specifically including but not limited to the signal indications, cabinet box, locks, internal controllers, switches, mechanical equipment within the cabinet box, wiring extending from the cabinet box to a Traffic Signal, and vehicle detection and surveillance equipment as such equipment may presently exist at an intersection and as may be later installed at each such intersection. "Traffic Signal Control Equipment" shall specifically exclude "Traffic Signals" and "Traffic Signal Fiber Optic Interconnect Equipment" as defined by this Agreement.

Traffic Signal Fiber Optic Interconnect Equipment shall mean all equipment associated with the Town of Castle Rock Fiber Optic network including conduit, pull boxes, fiber optic cable (backbone and laterals), patch panels, connectors, switches, and other associated equipment. "Traffic Signal Fiber Optic Interconnect Equipment" shall specifically exclude "Traffic Signals" and "Traffic Signal Control Equipment" as defined by this Agreement.

4. **Interpretation.**

This Agreement shall be interpreted in accordance with the following:

(A) The doctrine of interpretation of ambiguities against the drafting party (contra proferentum) shall not apply because the Parties jointly negotiated and drafted the Agreement.

(B) The preferred interpretation of this Agreement by the Parties and by any mediator or court enlisted to aid in resolving disputes between the Parties shall be the interpretation that:

- best permits a coordinated and logical flow of vehicular traffic between the Town and the County without creating a bias of traffic flow for or against any one Party's jurisdiction; and
- best enables the arterial roadways to function as if operated by a single jurisdiction applying commonly accepted professional standards and principles for managing traffic and public rights-of-way management; and
- best advances equity in the allocation of benefits and detriments between the Parties; and
- best recognizes that the Parties each rely upon the arterial roadways to serve important commercial and business opportunities and that the scheduling of changes in the operation of traffic signals should be jointly planned and undertaken.

5. **Good Faith.**

This Agreement shall be governed by a covenant of good faith and fair dealing. In furtherance of this covenant, each Party shall:

(A) reasonably communicate with and inform the other Party regarding actions and activities undertaken in its jurisdiction that will or may directly affect the maintenance, and operation of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment, including, by way of example, but not limited to: planned and emergency maintenance or repair activities; temporary lane or access closures and rerouting of traffic; seasonal and temporary traffic management plans; or changes to traffic responsive algorithms

(B) provide reasonable opportunities for the other Party to participate in or comment upon the planning of modifications to Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment;

(C) provide reasonable notice to the other Party regarding observed or anticipated conflicts or misunderstandings between the Parties, need for clarification or interpretation of the terms and conditions of this Agreement or anticipated deficiencies in performance, including, but not limited to actual or anticipated budgetary shortfalls or appropriation decisions that might impair a Party's continued performance of obligations under this Agreement; and

(D) where consent is requested by a Party in accordance with this Agreement, such consent shall not be unreasonably withheld or denied. In the event a Party elects to withhold or deny consent, the Party shall promptly communicate the reason(s) for such decision to the other Party and the Party shall endeavor to also provide recommendations, conditions, or alternatives that would cause the Party to Consent to the request.

6. **Ownership.**

Nothing in this Agreement is intended to affect, convey, or otherwise transfer any present ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. It is the intent of this Agreement that each Party's right, title, and interest shall remain the same upon the termination or expiration of this Agreement as that right, title and interest existed prior to the Effective Date of this Agreement as to which there is disagreement which is deemed resolved by this Agreement for so long as it remains in effect, unless otherwise agreed in writing by the Parties. To this end, a Party's presently possessed right, title, and interest in the ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall remain unaffected by: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. In the event this Agreement is terminated, expires, or is invalidated for any reason whatsoever, the Parties agree that this Agreement, a Party's payment or any investment, cost, or expense in the repair, maintenance, operation, management, control, insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment or any other event, action, or conduct of a Party or the Parties subsequent to the Effective Date of this Agreement shall not be offered, tendered, or used in any manner to evidence or support any argument or legal theory by either Party alleging a transfer of ownership, jurisdiction, control or otherwise by the Parties to each other in the Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. Moreover, it is the Parties' intent and a material provision of this Agreement that any judicial review of the issue of ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall not consider or take into account: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. This provision shall survive any termination, expiration, or invalidation of this Agreement.

7. **Town Responsibilities.**

The Town has estimated the total annual cost of the traffic signal maintenance and operation and is prepared to accept the County funding for said work.

Any reconstruction, modification, or improvement initiated by the Town or performed as a result of a Town project shall be included in the maintenance provided by the Town.

The Town shall provide all necessary inspection and maintenance services, respond to malfunctions, and replace Traffic Signal Control Equipment, for the traffic signals identified in this agreement, including but not limited to the following:

- Each signal lens operating and visible
- Signal timing is operating as programmed
- Controller and cabinet are clean and in good repair
- Communication to the signal is connected and operating within the Town's signal system framework
- Vehicle detection is operating properly
- All video detection camera lenses are clean
- All luminaires attached to signal structure are operating
- Uninterrupted power supply testing
- Signal conflict monitor testing.
- Contracted emergency response and equipment replacement

The Town shall remedy any defects in these items within 24 hours of discovery of the defect. Defects and remediation shall be documented and kept on file at the Town and copied to the County.

The Town shall install its own cabinet lock and provide access to the County.

The Town shall consult with the County regarding any changes to mast arm loading and document that the traffic signal structure can adequately accommodate the proposed changes.

By February 1st the following year, the Town shall invoice the County for the maintenance completed during the prior year as a flat fee of \$3,840.00 in year one. Future flat fee compensation shall be calculated by the Town and adjusted according to the Bureau of Labor Statistics Consumer price index for the Castle Rock area. The Town shall provide to the County an annual summary of the maintenance performed in the prior calendar year for which payment is requested and shall contain an adequate description of the type(s) and the quantity(ies) of the maintenance services performed, the date(s) of that performance, and on which specific traffic signals such services were performed, in accordance with typical Town billing standards.

If the Town fails to satisfactorily perform the maintenance services or if the annual summary submitted by the Town does not adequately document the payment requested, after notice thereof from the County, the County may deduct and retain a proportionate amount from the annual payment, based on the negotiated rate, for that traffic signal.

8. **County Responsibilities.**

The County has estimated the total annual cost of traffic signal maintenance and operation and agrees to financially compensate the Town for work performed under this Agreement.

Any reconstruction, modification, or improvement initiated by the County or performed as a result of a County project shall be paid for separately by the County.

The County shall perform structural inspection of overhead signal structural elements and their supports according to their current established schedule.

The County shall be responsible for remediation of structural defects requiring foundation, pole, span wire, or mast-arm replacement.

By March 31st of each year, the County shall compensate the Town a flat fee of \$3,840.00 per signal for the prior year of maintenance in year one of this agreement and adjusted for inflation in subsequent years, as documented in the Town's annual summary of maintenance.

9. **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.

10. **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
4175 N. Castleton Court
Castle Rock, CO 80109
Attention: Dan Sailer, Director of Public Works
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, Director of Public Works
Engineering

jherman@douglas.co.us

With an electronic copy sent to attorney@douglas.co.us

11. **Appropriation.**

Pursuant to section 29-1-110, C.R.S., any financial obligations of 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. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the County not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the County hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

12. **Termination.** The Parties have the right to terminate this Agreement with cause upon written notice effective immediately, or without cause upon ten (10) days prior written notice to the other Party. Upon termination of the Agreement, whether for cause, convenience, expiration of the Term, or non-appropriation as described in this Agreement, the Parties shall have no claim against one another except the Town shall be entitled to compensation for maintenance services completed by the Town up to and including the date of termination.

13. **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.

14. **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.

15. **Separate Entities.**

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

16. **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.

17. **No Waiver of Governmental Immunity Act.**

The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the City, its council 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 City.

18. **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.

19. **Severability.**

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

20. **Modification.**

This Agreement may only be modified upon written agreement signed by the Parties.

21. **No Waiver.**

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

22. **Assignment.**

Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.

23. **Survival.**

Any terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

24. **Force Majeure.**

Neither the County nor the Town shall be liable for any delay in, or failure of performance of, any covenant or promise contained in this Agreement, nor shall any delay

or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by “force majeure.” As used in this Agreement, “force majeure” means acts of God, acts of the public enemy, acts of terrorism, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

25. **Authority.**

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the Town and the County and bind their respective entities.

26. **Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

[signature page follows]

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

TOWN OF CASTLE ROCK

ATTEST:

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Sarah Jean Rodger, Assistant Town Attorney

Daniel Sailer, Director of Public Works

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

Abe Laydon, Chair

ATTEST:

APPROVED AS TO CONTENT:

Hayley Hall,
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