

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND
THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY
REGARDING RESPONSIBILITIES FOR AND MAINTENANCE OF SCHOOL ZONE
SPEED LIMIT SIGN BEACONS ON JURISDICTIONAL BOUNDARIES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this _____ (the "Effective Date"), by and between the Town of Parker, a Colorado home rule municipal corporation (the "Town"), and the Board of County Commissioners of Douglas County, State of Colorado (the "County"), hereinafter collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the property on which Pine Lane Elementary/Intermediate School and Sierra Middle School are located ("the Property") was annexed into the corporate boundaries of the Town in 2009, and is located on the edge of Town's incorporated boundary in its northeast quadrant; and

WHEREAS, in order to increase the safety of students at the schools, several school zone speed limit sign beacons, as more particularly depicted in **Exhibit A**, attached hereto and incorporated herein (the "Beacons") have been installed within the right-of-way located around the Property;

WHEREAS, certain Beacons are located on Town-owned right-of-way while other Beacons are located on County-owned right-of-way, as depicted on **Exhibit B**, attached hereto and incorporated herein; and

WHEREAS, in 2009, Town controllers were installed in all the Beacons, which enables the Town to control the operation of the Beacons; and

WHEREAS, the parties desire to transfer ownership of all Beacons to the Town to enable the Town to maintain the Beacons, and to permit the Town to perform such maintenance on County-owned property; and

WHEREAS, the parties desire to further set forth the terms pursuant to which the Town may relocate, remove, or add Beacons subsequent to the execution of this Agreement.

AGREEMENT:

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 Responsibilities.**

- a. Transfer of the Property. By executing this Agreement, the County conveys all the Beacons depicted on **Exhibit B** to the Town, at no cost to the Town.

- b. Access. Subject to the terms and conditions set forth in this Agreement, the County hereby grants to the Town a license to the County-owned property on which the Beacons are located, as more particularly depicted on **Exhibit B**, for the sole purpose of access, maintenance, and replacement of the Beacons. If the Town should relocate any of the Beacons or add additional Beacons on County-owned property, as agreed to by the parties, the license granted by the County shall extend to the new locations of the Beacons.
- c. Permitting. The County shall not require a permit for any Routine Maintenance (as defined below) of the Beacons. The County shall not unreasonably withhold any permit required for maintenance of the Beacons that is not Routine Maintenance, or for the relocation, addition, or removal of Beacons located on County-owned property.

2. **Town Responsibilities.**

- a. Acceptance of the Beacons. The Town, by executing this Agreement, accepts ownership of the Beacons
- b. Maintenance. The Town shall be responsible to own, operate, and maintain the Beacons, which includes, but is not limited to, the following activities: Quarterly physical inspection; Replace clock, LEDs or other electronics as needed; Repair or replace poles if damaged; Replace solar components if damaged; Repair or replace sign panels if damaged or defaced; Programming of school calendars/holidays annually; On-demand programming for snow days or delayed start, and other such maintenance as is necessary to maintain the Beacons in good repair (“Routine Maintenance”).
- c. Relocation, Removal, and Addition of Beacons. The Town shall relocate, remove, or install additional Beacons as necessary, in the Town’s sole and absolute discretion. The Town shall coordinate with the County prior to relocating, removing, or installing new Beacons on any County-owned property, including requesting permits as necessary.

- 3. **Term.** This Agreement shall commence upon the Effective Date and continue in perpetuity.
- 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.
- 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: (i) electronic mail when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; or (ii) 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, when deposited in the United States mail. For notices regarding Agreement default, contractual dispute, or termination of the Agreement, any notice sent by electronic mail shall be followed up with a hard copy of the

communication by the means described in subsection (ii), above, unless the recipient acknowledges receipt of the electronic communication within three (3) business days of transmission of the notice.

Town of Parker: Town of Parker
 Attn: Director of Engineering / Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138
 Email: publicworks@parkerco.gov

With electronic copy sent to: contracts@parkerco.gov

Douglas County: Douglas County
 Attn: Director of Public Works
 100 Third Street
 Castle Rock, Colorado 80104

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

6. No Waiver of Governmental Immunity Act. The Parties hereto understand and agree that the Parties, their commissioners, 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.
7. 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.
8. 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.
9. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.
10. 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.
11. 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.

12. Recitals. The Recitals to this Agreement are incorporated herein by this reference.
13. 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.
14. Execution by Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Remainder of page intentionally left blank. Signatures on following page.]

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

TOWN OF PARKER, COLORADO

Joshua Rivero, Mayor

ATTEST:

Chris Vanderpool Town Clerk

APPROVED AS TO FORM:

Jamie Wynn, Town Attorney

**BOARD OF COUNTY COMMISSIONERS OF
DOUGLAS COUNTY**

_____, Chair

ATTEST:

APPROVED AS TO CONTENT:

Clerk to the Board

Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Sr. Asst. County Attorney

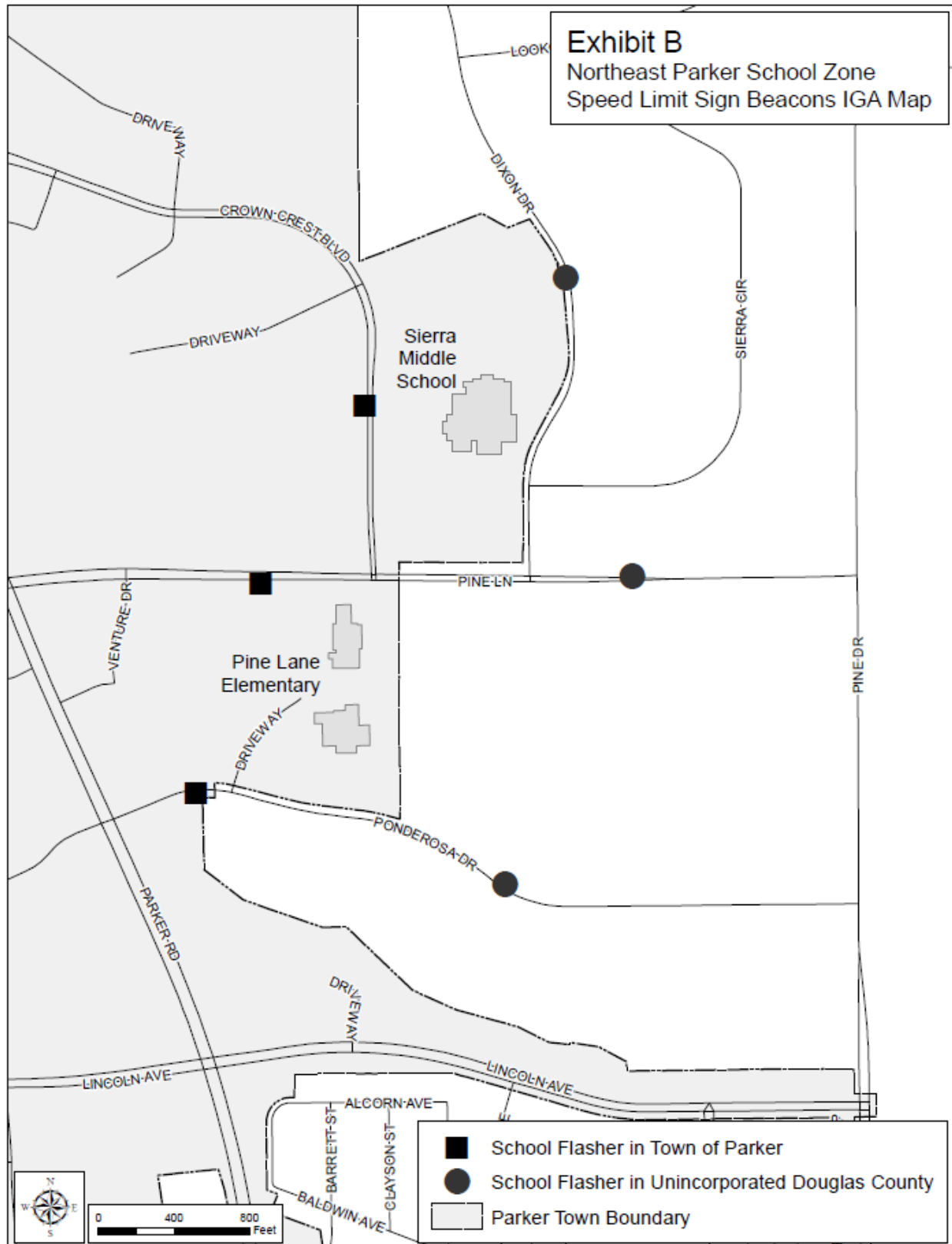
Andrew Copland, Director of Finance

EXHIBIT A



[Photograph of a school speed limit sign with flashing beacons.]

EXHIBIT B



[Map showing approximate locations of school flashing beacons.]