

INTERGOVERNMENTAL AGREEMENT
by and between
CASTLEWOOD CANYON STATE PARK, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated this ____ day of _____, 2025, by and between the Castlewood Canyon State Park, Colorado, (the “Park”) and the Board of County Commissioners of the County of Douglas (the “County”) (collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the Park and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS the Park and the County will benefit from the County performing snow removal and routine gravel surface maintenance on Castlewood Canyon Road.

NOW, THEREFORE, it is hereby mutually agreed as follows:

AGREEMENT

1. **SERVICES.** The County shall perform road maintenance services on S. Castlewood Canyon Road within the boundaries of the Park, as set forth in Exhibit A, attached hereto and incorporated herein ("Services"), at the County's expense.

A. The County shall perform the Services consistent with current County maintenance practices for rural arterials. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide the Services in the manner that the County deems appropriate under the then existing circumstances.

B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.

2. **TERM OF AGREEMENT.** This agreement shall commence as of the date first written above and shall continue for 50 years unless cancelled at any time and for any reason by either party upon not less than sixty (60) days prior written notice to the other party. Both parties acknowledge that any such termination shall carry with it an effort to continue to coordinate maintenance operations for the mutual benefit and safety of the travelling public. The term of this agreement shall end September 30, 2075.

3. COST. The total cost of performing the Services as detailed in Exhibit A shall be the responsibility of the responsible party.

5. INDEPENDENT CONTRACTOR. The County is an independent contractor, and nothing herein contained shall constitute or designate the County or any of its employees or agents as employees of the Park. It is agreed that the County shall have direct control with respect to the manner and performance of Services.

6. ADDITIONAL SERVICES. In the event the Park desires services in addition to the Services defined in this Agreement, the Park may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.

7. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS. In any action by any third party brought against either Party in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other, and each Party shall bear its own costs with respect to the defense thereof.

8. APPROPRIATION. The Parties' obligations under this Agreement are conditioned on the prior appropriation of good and sufficient funds for such purpose. The Parties agree to use good faith efforts to cause appropriation of good and sufficient funds for performance of the obligations herein. This Agreement and/or any extensions to the original term of this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by the Park and the County.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit A and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except, by a writing executed by both the Park and the County.

10. BINDING AGREEMENT. This Agreement shall insure to and be binding on successors and assigns of the Parties hereto.

11. ASSIGNMENT. The County shall not have the right or power to assign or delegate its duties under this Agreement without the express prior written consent of the Park. Any attempt by the County to assign this Agreement without such consent shall be null and void. However, the County is allowed to subcontract portions of the work without the prior or subsequent permission of the City.

12. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall

such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Denver County District Court.

14. NOTICES. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage prepaid, to the following addresses:

Castlewood Canyon State Park

Larry Butterfield
Castlewood Canyon State
2989 S. Highway 83
Franktown, Colorado 80116

Douglas County:

Janet Herman
Douglas County Public Works
P.O. Box 1390
Castle Rock, CO 80109

cc: Jeffrey A. Garcia, Esq.
Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the County and State, and each of 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 (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the State. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for State and Counties, both the Park and the County agree that each will remain liable for the independent obligations under the

CGIA whether due to acts or omissions or property interests, and neither party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

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 County and Park, 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.

(Remainder intentionally blank)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of September 1, 2022. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

The State of Colorado Terms and Conditions supersede all others. Only acceptable with strikeouts and revisions.

Total Cost = \$0.00

**Department of Natural Resources
Colorado Parks & Wildlife
Castlewood Canyon State Park**

Digitally
signed by
Anna Stern
Date:
2025.09.15
13:17:12 -06'00'

By: _____
CPW Procurement Anna Stern, CPW Purchasing Agent

ATTEST:

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____
Abe Laydon, Chair

ATTEST:

Emily Wrenn, Deputy Clerk

APPROVED AS TO CONTENT:

By: _____
Douglas J. Debord, County Manager

DATE: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

APPROVED AS TO LEGAL FORM:

Jeffrey A. Garcia
County Attorney

Date: _____

EXHIBIT A

SERVICES TO BE PROVIDED

COUNTY SERVICES AND PARK SERVICES

Under this Agreement, the County and the Park shall provide the following services: Road maintenance for the identified roadways within the Park, as they existed as of May 1, 2025. Lanes and roads added after this effective date are not covered under this Agreement.

The Services that the County will perform include and are limited to:

1. Snow Plowing
2. Chemical treatment for snow and/or ice (at the discretion of the County)
3. Sanding if necessary for roadway safety.
4. Routine grading to maintain a smooth and safe gravel road surface, including materials as needed
5. Dust abatement
6. Mowing
7. Roadside drainage ditch maintenance
8. Culvert maintenance including replacement
9. Guardrails and MUTCD signage

The Services that the Park will perform include:

1. Forestry Management adjacent to the roadway
2. Maintenance and/or replacement of Park signage
3. Trail crossing management and maintenance
4. Parking access, management, and maintenance

All work shall be consistent with the Douglas County standard maintenance procedures.

In their sole discretion, but consistent with individual road maintenance for roadways, the County will: (a) use a liquid de-icing product and granular soluble de-icing products if necessary and where necessary to avoid residue from sanding; (b) use aggregate products when required to provide for skid resistance and roadway safety. (c) apply dust mitigation products to meet or exceed the current air quality standards required by the Colorado Department of Public Health and Environment, Air Quality Control Commission, Regulation No. 1, Section II I .D.2.a. Roadways.