

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF PARKER AND
THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY
REGARDING COST SHARING FOR THE CONSTRUCTION OF THE
LINCOLN AVENUE WIDENING AND IMPROVEMENT PROJECT
(JORDAN TO PARKER ROAD)**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, **2024**, (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 Town and the County entered into an intergovernmental agreement on May 11, 2021, to share in the cost to design and construct the Lincoln Avenue Widening and Improvement Project, (the "Project"), which the initial intergovernmental agreement was amended on May 2, 2022, (as amended, the "Design Agreement"); and

WHEREAS, the Parties shared in the cost to develop and complete the design of the Project as part of the Design Agreement, and the County previously contributed Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) to the Town, representing approximately thirty-three percent (33%) of the design costs for the Project; and

WHEREAS, the current estimated cost to construct the Project is currently estimated to cost over Twenty-Four Million Dollars (\$24,000,000.00), and this amount is subject to change as the design is finalized and the Town conducts its bid opening for the Project; and

WHEREAS, the construction limits of the Project are depicted in **Exhibit A**, attached hereto, and incorporated herein, which construction limits generally begin at Keystone Boulevard on the west, and include improvements to Parker Road to the east; and

WHEREAS, currently, the Project is anticipated to commence construction in the fourth quarter of 2024 or first quarter of 2025; and

WHEREAS, the County and the Town desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the County's participation in the funding of the Project.

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. Town Responsibilities and Contribution for the Project.

The Town is responsible for managing all pre-construction activities and all construction activities associated with the Project. The Town's responsibilities include but are not limited to the following: consulting services for surveying, design, utility coordination and utility relocates,

right-of-way acquisitions, obtaining all necessary local, state, and federal permits, managing the contractor(s) and consultants that provide the Town with professional services for construction management, construction inspections and material testing. The Town shall be responsible for issuing any permits required for the Project.

The Town is responsible for securing all the necessary funding for the Project in excess of the County Contribution (as defined below).

The Town is responsible for owning, operating, and maintaining the improvements associated with the Project that are located within the Town's incorporated boundary.

The Town or its assigns are required to obtain a no cost Douglas County Right-of-Way ("ROW") Permit and a no cost Douglas County Grading Erosion and Sediment Control ("GESC") Permit for constructing the Project: and the Town agrees to accept responsibilities delegated to the Town by the County regarding the GESC Permit.

Upon written request from the County, the Town agrees to provide the County with copies of applicable Project documentation, including but not limited to the design and construction documents (plans and specifications), bid tabulations and other Project related expenditures.

Once the Town has commenced the Project advertisement for bids process, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice should be sent to Art Griffith, Douglas County Transportation Capital Improvement Program Manager at agriffit@douglas.co.us with a copy sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us

After completing the Town's bid process, if the Town elects to not award a construction contract for the Project, then the Town will return the County Contribution to the County within one-hundred and twenty (120) days of the Town's decision to not award a construction contract, unless the Town decides to rebid the project. At the Town's sole discretion, the Town may decide to rebid and the Project and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Project.

2. County Responsibilities and Contribution for the Project.

The County agrees to pay the Town Nine Million Dollars and No Cents (\$9,000,000.00) (the "County Contribution"). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen Project related costs or claims.

The County Contribution is due to the Town within Forty-Five (45) days of the date that the Town notifies the County in writing that the Town has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before **December 31, 2024**. The County agrees to open a Douglas County purchase order to the Town within sixty (60) days of the Effective Date of this Agreement.

The County Contribution shall be applied to the cost to construct the Project. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the construction

of the Project, which include, but are not limited to, payments to contractor(s) and consultants providing the Town with professional services for construction management, construction inspection, and material testing.

County shall have financial responsibility for owning, operating, and maintaining the improvements associated with the Project that are located within unincorporated Douglas County, that are located outside of the Town's jurisdictional boundary.

The County agrees to provide the Town and its assigns with a no cost ROW Permit and a no cost GESC Permit. The County agrees to prepare a standard GESC Permit delegation letter that assigns inspection and other GESC Permit responsibilities to the Town.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the Town does not award a construction contract before **June 30, 2025**, and unless an extension is agreed to in writing by both Parties prior to **June 15, 2025**, then the County may terminate this Agreement. If the Town elects not to award a construction contract, then the Town shall refund the County one hundred percent (100%) of the County Contribution identified for construction.

Currently, the Town anticipates that construction will be substantially completed for the Project on or before **December 31, 2026**; provided however, that failure of the Town to substantially complete construction by such date shall not require the County Contribution to be refunded to the County provided the Town has been diligently pursuing completion of the Project.

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 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 Parker: Town of Parker
 Attn: Director of Engineering / Public Works
 20120 E. Mainstreet
 Parker, Colorado 80138

With electronic copy sent to: legal@parkeronline.org

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. 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, 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.

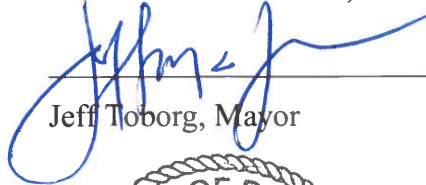
13. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

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.

[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



Jeff Toborg, Mayor

ATTEST:

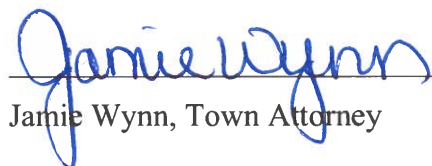


Chris Vanderpool Town Clerk

Chris Vanderpool Town Clerk



APPROVED AS TO FORM:



Jamie Wynn, Town Attorney

Jamie Wynn, Town Attorney

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

_____, Chair

ATTEST:

Clerk to the Board

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Sr. Assistant County Attorney

Andrew Copland, Director of Finance

Exhibit A

Lincoln Avenue Widening Project Vicinity Map

