

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CASTLE PINES AND THE BOARD OF COUNTY  
COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO,  
REGARDING A FINANCIAL CONTRIBUTION FOR THE  
CONSTRUCTION OF A ROUNDABOUT AT THE INTERSECTION OF  
MONARCH BOULEVARD AND BUFFALO TRAIL**

THIS INTERGOVERNMENTAL AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2025** ("**Effective Date**") by and between the City of Castle Pines, Colorado, a Colorado home rule municipality with offices at 7437 Village Square Drive, Suite 200, Castle Pines, Colorado 80108 (the "**City**"), 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, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. § 29-1-201, et seq., to cooperate or contract via intergovernmental agreement with one another; and

WHEREAS, the City and County are working together to design and construct a roundabout and associated improvements at the intersection of Monarch Boulevard and Buffalo Trail that is located within the City as shown in **Exhibit A**, attached hereto and incorporated herein; and

WHEREAS, the Parties desire to construct certain improvements to enhance safety and traffic operations at the intersection of Monarch Boulevard and Buffalo Trail; and

WHEREAS, the City agrees to oversee the design and construction of the entire project, which includes reconstructing portions of Monarch Boulevard and Buffalo Trail near the proposed roundabout as shown in **Exhibit A**, and hereinafter referred to as (the "**Project**"); and

WHEREAS, the **Project** is currently estimated to cost approximately One Million Two Hundred Thousand Dollars (\$1,200,000); and

WHEREAS, the County wishes to contribute Six Hundred Thousand Dollars and No Cents (\$600,000.00) for a portion of the costs needed to design and construct the proposed improvements associated with 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. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are fully incorporated into this Agreement.

2. **Purpose.** The purpose of this Agreement is to memorialize the City's commitment to overseeing the design and construction of the entire **Project** and the County's commitment to contributing Six Hundred Thousand Dollars and No Cents (\$600,000.00), hereinafter referred to as the "**Maximum County Contribution**", for a portion of the costs to design and construct the improvements associated with the **Project**.

3. **General Description of the Project.** The **Project** includes reconstructing portions of Monarch Boulevard and Buffalo Trail in conjunction with the City's larger Monarch Boulevard Project. The **Project** limits extend approximately 300-feet north and south of the Monarch Blvd. / Buffalo Trail Intersection; and the proposed roundabout will improve traffic operations of nearby intersections at Winter Berry Drive and Hidden Point Blvd. The proposed improvements are located entirely within the City of Castle Pines.

4. **Term and Termination.** This Agreement shall commence upon the Effective Date and shall not terminate until completion of the **Project** or unless the conditions stipulated in **Section 7** apply.

5. **City's Responsibilities and Contribution.**

5.1 The City agrees to oversee the preparation of the construction documents (plans and specifications) and oversee all construction activities for the **Project**.

5.2 The City shall commence construction of the **Project** on or before **October 1, 2025**, as evidenced by the City's issuance of a Notice to Proceed to the contractor for the **Project**. The City may reasonably request an extension of time to issue the Notice to Proceed from the County in writing.

5.3 The City shall manage all aspects of the **Project** including all pre-construction and construction activities including but not limited to obtaining all necessary permits, managing consulting services for the design, environmental, surveying, subsurface utility engineering, relocating utilities in conflict with the proposed improvements, construction, construction management, construction inspections and material testing related to the construction.

5.4 The City shall be responsible for all design and construction costs for the **Project** except for the **Maximum County Contribution**. The City shall also be responsible for any **Project** costs in excess of the current **Project** cost estimate. The total construction costs minus the **Maximum County Contribution** shall constitute the "**City's Contribution**."

5.5 The City shall be responsible for securing all the necessary funding for the **Project** in excess of the **Maximum County Contribution**.

5.6 The City shall not use the **Maximum County Contribution** for any other purpose unless agreed to by both Parties and by executing a formal written amendment to this Agreement.

5.7 Upon execution of this Agreement and award of the construction contract, the City shall submit an electronic invoice to the attention of Ashley Pennick, Douglas County Public Works Engineering, requesting the **Maximum County Contribution**.

5.8 The City shall provide electronic documentation of all applicable **Project** construction documents and construction costs within sixty (60) days of written request from the County.

5.9 The City is responsible for owning, operating and maintaining the proposed improvements to be constructed as part of the **Project** that are located entirely within the City of Castle Pines.

5.10 The City anticipates substantially completing the **Project** before **December 31, 2025**. The City, at its sole discretion, may delay substantial completion of the **Project** until **June 30, 2025** due to weather or other unforeseen delays.

6. **County's Responsibilities and Contribution.**

6.1 Upon execution of this Agreement by both Parties, the County agrees to allocate funds for the **Project** and open a purchase order to the City for the **Maximum County Contribution** identified in this Agreement.

6.2 The County agrees to provide the City with a contribution for the construction phase in an amount not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00), the **Maximum County Contribution**.

6.3 The County shall pay the **Maximum County Contribution** to the City within thirty (30) days after the County has received a written invoice from the City requesting the **Maximum County Contribution** for the **Project**, as described in **Section 5.7** of this Agreement.

6.4 In no event will the County be liable for paying the City any amount in excess of the **Maximum County Contribution**, including for any unforeseen **Project** related costs or claims.

7. **Time of Performance.** The City currently anticipates construction will be substantially completed and the Project roundabout open to traffic on or before **December 31, 2025**. If construction has not commenced (the Notice to Proceed has not been given by the City to its contractor) before **May 1, 2026**, then the County may terminate this

Agreement, unless the Parties agree to an extension in writing before **May 30, 2026**. This **Section** shall survive the termination of this Agreement.

8. **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 6** of this Agreement in the event of a default by the other Party. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing party in such litigation, arbitration or other proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

9. **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.

City of Castle Pines: City of Castle Pines  
7437 Village Square Drive, Suite 200  
Castle Pines, CO 80108  
Attention: Larry Nimmo, Public Works Director  
[Larry.nimmo@castlepinesco.gov](mailto:Larry.nimmo@castlepinesco.gov)

With Copy to: City Attorney  
Michow Guckenberger McAskin LLP  
5299 DTC Boulevard, Suite 300  
Greenwood Village, CO 80111

Douglas County: Douglas County  
100 Third Street  
Castle Rock, Colorado 80104  
Attention: Janet Herman, Public Works Director  
[jherman@douglas.co.us](mailto:jherman@douglas.co.us)

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

10. **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 City not performed during the current fiscal year is subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

11. **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.

12. **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.

13. **Relationship of Parties.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. This Agreement does not and shall not be construed as creating a relationship of joint venturers, partners, or employer-employee between the Parties.

14. **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.

15. **No Waiver of Sovereign Immunity.** The Parties hereto understand and agree that the City and County, and each of their respective commissioners, 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 (the "CGIA"), C.R.S. §§ 24-10-101 to 120, or otherwise available to the County and the City under applicable law. To the extent the CGIA imposes varying obligations or contains different waivers of immunity on the County or the City, the Parties agree that the County or City shall remain liable only as provided under the CGIA, whether due to acts or omissions or property interests, and no party shall be the agent of another or liable for the obligations of another under the provisions of the CGIA.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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.

22. **Agreement Controls.** In the event a conflict exists between this Agreement and any term in any exhibit attached or incorporated into this Agreement, the terms in this Agreement shall supersede the terms in such exhibit.

23. **Force Majeure.** Neither the County nor the City 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, pandemics, 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.

24. **Authority.** The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of the City of Castle Pines and the County and bind their respective entities.

25. **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.

26. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

[Reminder of page left blank - signature pages to follow]

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

**CITY OF CASTLE PINES, COLORADO**

By: \_\_\_\_\_

Printed Name: **Tracy Engerman**

Title: **Mayor**

Date of Execution: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

Tobi Duffey, City Clerk

**APPROVED AS TO FORM (excluding exhibits):**

\_\_\_\_\_

Linda C. Michow, City Attorney

[Douglas County signature page follows]

**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,  
Senior Assistant County Attorney

Christie Guthrie,  
Director of Finance



## **Exhibit A**

**(insert PDF of project map following this page)**

