

**FIRST AMENDMENT TO THE 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 DESIGN OF THE  
HAPPY CANYON ROAD / I-25 INTERCHANGE PROJECT**

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, on **June 3, 2024**, the Parties entered into the Intergovernmental Agreement (the “Agreement”) concerning advancing the design and construct certain improvements to address the safety and future traffic operational needs at the Happy Canyon Road / I-25 Interchange, hereinafter referred to as the “**Project**”; and

WHEREAS, as part of this First Amendment, the County desires to voluntarily contribute an additional **\$500,000.00** to pay for a portion of the additional preconstruction activities identified in **Section 5.2A** that are needed to further advance the **Project**; and

WHEREAS, the Parties desire to amend the Agreement in accordance with the terms and conditions stated in this First Amendment.

**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 to the First Amendment to the Agreement.

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 First Amendment.

2. **Purpose.** The purpose of this First Amendment is to memorialize the City’s commitment to overseeing additional preconstruction activities for the **Project**, which includes the additional tasks associated with this First Amendment as identified in **Section 5.2A** below; and to increase the County’s commitment to contribute an additional Five Hundred Thousand Dollars and No Cents (\$500,000.00) – the “**Additional Contribution**” for a revised total contribution from the County not to exceed One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00), hereinafter referred to as the “**County Contribution**”, for a portion of the costs needed to advance the design and other preconstruction activities for the **Project**.

3. **Amendments to the Agreement.** The following sub-sections of the Agreement shall be added or amended to read as follows:

**Additional or Amended City Responsibilities and Contribution**

5.2A The City agrees to manage and provide the additional preconstruction activities needed for the **Project**:

- Retain and utilize a Construction Manager / General Contractor (CMGC) during the design phase
- Retain and utilize professional consultant services to complete the design specifically to replace the existing CDOT bridge over I-25 and assist with preparing various grant applications
- Retain and utilize an Independent Cost Estimator (ICE) to review construction costs proposed by CMGC
- May utilize a portion of the additional funds to pay for the cost for utility relocations required to construct the project

**Additional or Amended County Responsibilities and Contribution**

6.1A Upon execution of this First Amendment, the County agrees to open a new purchase order to the City for \$500,000 for the **Project**.

6.2A Upon execution of this First Amendment, the County agrees to provide the City with a revised total contribution for the preconstruction activities for an amount not to exceed One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00), (the “**County Contribution**”).

6.3A The County shall pay the City within thirty (30) days after the County has received a written invoice from the City requesting the County’s **Additional Contribution**. The City may invoice the County for the additional \$500,000 once the City has selected and awarded a Construction Manager / General Contractor (CMGC) and an Independent Cost Estimator (ICE) but the City may not invoice the County before January 10, 2026.

6.4A In no event will the County be liable for paying the City any amount in excess of the One Million Six Hundred Thousand Dollars and No Cents (\$1,600,000.00), (the “**County Contribution**”), including for any unforeseen **Project** related costs or claims.

4. **Remaining Terms of Agreement.** Except as amended by this First Amendment, the remaining terms, conditions and sections of the Agreement shall remain in full force and effect.

[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:**

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**Tobi Duffey, City Clerk**

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

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**Linda Michow, City Attorney**

[Douglas County signature page follows]

**BOARD OF COUNTY COMMISSIONERS  
OF DOUGLAS COUNTY**

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\_\_\_\_\_, Chair

**ATTEST:**

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\_\_\_\_\_,  
\_\_\_\_\_,

**Clerk to the Board**

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

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**Douglas J. DeBord,  
County Manager**

**APPROVED AS TO FISCAL CONTENT:**

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**Chris Pratt,  
Senior Assistant County Attorney**

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**Christie Guthrie,  
Director of Finance**