

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF CASTLE ROCK
AND THE BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY, STATE
OF COLORADO, REGARDING COST SHARING FOR THE COMPLETION OF A
FEDERAL TRANSIT ADMINISTRATION DIRECT RECIPIENT STUDY**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, **2024**, (the “Effective Date”) by and between the Town of Castle Rock, a Colorado home rule municipality (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 Parties desire to enter into an intergovernmental agreement to share in the cost to complete a Federal Transit Administration (FTA) direct recipient study for transit funding from the newly formed Castle Rock Small Urbanized Area (UZA), (the “Study”); and

WHEREAS, the new UZA designation covers areas of the Town of Castle Rock, the City of Castle Pines, and portions of unincorporated Douglas County as generally depicted in Exhibit A, and applies to FTA’s allocation of Urbanized Area Formula Grants (Section 5307 funds); and

WHEREAS, the current estimated cost to complete the study is approximately Eighty Thousand and 00/100 Dollars (\$80,000.00), and this amount is subject to change once the consultant is selected and the scope of work is finalized; and

WHEREAS, the County’s contribution to the Study is \$40,000 (also referred to as the “County Contribution”), the Town of Castle Rock’s portion is \$30,000, and the City of Castle Pines is contributing \$10,000; and

WHEREAS, the Study is anticipated to commence in early 2025.

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 Study.

The Town is responsible for managing all activities associated with the Study. The Town’s responsibilities include but are not limited to the following: preparing the request for proposals and scope of work, incorporating review comments from the County and City of Castle Pines staff, contracting with the selected consultant, preparing the draft document for review, and providing the final document to all parties.

Upon written request from the County, the Town agrees to provide the County with copies of all applicable Study documentation, including but not limited to the draft and final documents, invoices, and any other Study related data and/or expenditures.

Once the Town has commenced the Study, the Town shall prepare and submit an electronic invoice requesting the full County Contribution. The Town's invoice will be sent to Ashley Pennick, Douglas County Public Works Engineering at apennick@douglas.co.us.

After completing the Town's advertising process, if the Town elects to not award a consultant contract for the Study, 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 consultant contract, unless the Town decides to readvertise the Study. At the Town's sole discretion, the Town may decide to readvertise the Study and / or delete certain miscellaneous minor items to stay within its budget appropriated for the Study.

2. County Responsibilities and Contribution for the Study.

The County agrees to pay the Town Forty Thousand and 00/100 Dollars (\$40,000.00). In no event will the County be liable for paying the Town any amount more than the County Contribution, including for any unforeseen costs or claims related to the Study.

The County Contribution is due to the Town within thirty (30) days of the date that the Town notifies the County in writing that the Town has commenced the request for proposals for the Study. Advertisement for the Study is currently anticipated to occur before January 1, 2025. The County agrees to open a 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 of the Study. The County Contribution shall be utilized solely to fund direct expenses that are incurred for the Study, which include, but are not limited to, payments to consultants providing the Town with professional services.

3. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Study. If the Town does not award a consultant contract before **January 1, 2025**, and unless an extension is agreed to in writing by both Parties prior to **December 31, 2025**, then the County may terminate this Agreement and the Town shall refund the County Contribution to the County.

Currently, the Town anticipates that the Study will be completed on or before **July 31, 2025**; provided however, that failure of the Town to substantially complete the Study 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 Study.

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: Town of Castle Rock
100 N. Wilcox Street
Castle Rock, Colorado 80104
Attention: Dan Sailer, P.E., Public Works Director
Email: DSailer@crgov.com

With an electronic copy sent to legal@crgov.com

County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention Janet Herman, P.E., Director of Public Works

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.

15. 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 CASTLE ROCK, COLORADO

By: _____
David L. Corliss, Town Manager

Date: _____

APPROVED AS TO CONTENT

Daniel Sailer, Director of Public Works

ATTEST:

Lisa Anderson, Town Clerk

APPROVED AS TO FORM:

Michael J. Hyman, Town Attorney

[Remainder of the page intentionally left blank; signatures continue on following page]

BOARD OF COUNTY COMMISSIONERS OF DOUGLAS COUNTY

By: _____

Date: _____

ATTEST:

APPROVED AS TO CONTENT:

Douglas J. DeBord, County Manager

_____,

Clerk to the Board

APPROVED AS TO FORM: APPROVED AS TO FISCAL CONTENT:

Chris Pratt, Senior Asst. County

Andrew Copland, Director of Finance

Attorney