

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS OF DOUGLAS COUNTY AND THE CITY OF LITTLETON
REGARDING COST SHARING FOR THE CONSTRUCTION OF THE
COUNTY LINE ROAD (BROADWAY TO UNIVERSITY) PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, **2024**, (the “Effective Date”) by and between the Board of County Commissioners of Douglas County, State of Colorado (the “County”), and the City of Littleton, a Colorado home rule municipality (the “City”), and hereinafter collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the City is partnering with the County to widen and reconstruct County Line Road from University to Broadway (the “Project”); and

WHEREAS, the current estimated cost to construct the Project is Thirty-Four Million Three Hundred Twenty Five Thousand Dollars (\$34,325,000) which includes consultant services during construction. This amount is subject to change as the design is finalized and the County 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 shows construction limits on County line Road beginning at Broadway on the west and extending to 2000 County Line Road on the east; and

WHEREAS, currently, the Project is anticipated to commence following the completion of the final design documents and approval to advertise is granted by the County and the Colorado Department of Transportation (CDOT); and

WHEREAS, it is anticipated the project will be advertised for construction, utilizing an open bid process in the first or second quarter of 2024; and

WHEREAS, the County and the City desire to cooperate in the funding the construction of the Project and to memorialize their agreement concerning the City’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. County Responsibilities and Contribution for the Project.

The County is responsible for managing all construction activities associated with the Project in accordance with the construction contract documents (plans and specifications). County responsibilities include but are not limited to the following: managing the contractor, managing consultants assisting the County with construction management, inspections, material testing and compliance with CDOT and Federal Highways Administration (FHWA) requirements.

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

Upon written request from the City, the County agrees to provide the City 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 County has commenced the Project advertisement for bids process, the County shall prepare and submit an electronic invoice requesting the full City Contribution. The County's invoice should be sent to Brent Thompson, City of Littleton Public Works Department, at bthompson@littletongov.org

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

2. City Responsibilities and Contribution for the Project.

The City agrees to pay the County an amount not to exceed Two Million Dollars and Zero Cents (\$2,000,000.00) (the "City Contribution"). In no event will the City be liable for paying the County any amount more than the City Contribution, including for any unforeseen Project related costs or claims.

The City Contribution is due to the County within thirty (30) days of the date that the County notifies the City in writing that the County has commenced the advertisement for bids on the Project. Advertisement for the Project is currently anticipated to occur before **June 30, 2024**. The City agrees to open a City of Littleton purchase order to the County within sixty (60) days of the Effective Date of this Agreement.

The City Contribution shall be applied to the cost to construct the Project. The City 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 County with professional services for construction management, construction inspection, and material testing.

3. Maintenance and Ownership Responsibilities of Project Improvements

The Parties shall be responsible for owning, operating, and maintaining all the improvements associated with the Project as identified in separate third-party agreements, with the exception of private improvements including, but not limited to, fences and property access driveways. Individual party's ownership, operations and maintenance responsibilities shall be addressed in a separate Intergovernmental Agreement.

4. Term and Time of Performance. This Agreement shall commence upon the Effective Date and shall continue until completion of the Project. If the County does not award a

construction contract before **December 31, 2024**, and unless an extension is agreed to in writing by both Parties prior to **December 15, 2024**, then the City may terminate this Agreement and the County shall refund the City Contribution to the City.

Currently, the County anticipates that construction will be substantially completed for the Project on or before **September 30, 2026**; provided however, that failure of the County to substantially complete construction by such date shall not require the City Contribution to be refunded to the City provided the County has been diligently pursuing completion of the Project.

5. 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.

6. 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 Littleton: City of Littleton
Attn: City Engineer / Public Works
2255 W. Berry Avenue
Littleton, Colorado 80120

With electronic copy sent to: rbetzing@littletongov.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

7. Appropriation. Pursuant to C.R.S. § 29-1-110, the financial obligations of the County and the City contained herein which are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

8. 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.

9. 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.

10. 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.

11. Separate Entities. The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. 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.

13. 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.

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

15. 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.

CITY OF LITTLETON, COLORADO

Kyle Schlachter, Mayor

ATTEST:

Colleen Norton, City Clerk

APPROVED AS TO FORM:

Reid Betzing, City Attorney

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 County Attorney

Andrew Copland, Director of Finance

EXHIBIT A
County Line Road (University to Broadway)
Project Limits

City of Littleton
(Arapahoe County)

City of Centennial
(Arapahoe County)

Broadway

S Pennsylvania Street

University Blvd
(SH 177)

County Line Road

C-470

Dad Clark Drive

Highlands Ranch
(Douglas County)

Legend:
Project Limits

2000 County Line Road

