

**INTERGOVERNMENTAL AGREEMENT FOR THE PLAINS PARKWAY/LEHIGH
AVENUE & PICADILLY ROAD TRAFFIC SIGNAL PROJECT
(FUNDING AND REIMBURSEMENT)**

This Intergovernmental Agreement for the Plains Parkway/Lehigh Avenue & Picadilly Road Traffic Signal Project (the "Agreement") is made, effective as of this _____ day of _____, 2025 (the "Effective Date") by and between the City of Aurora, Colorado ("Aurora"), and the Board of County Commissioners of the County of Arapahoe, State of Colorado ("Arapahoe County"), and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, the Parties are legally empowered under their respective organizational documents and the laws of the State of Colorado to enter into this Agreement as government agencies authorized by the provisions of Colo. Const., art. XIV, § 18(2)(a) and C.R.S. §§ 29-1-201, et seq.;

WHEREAS, the intersection of Plains Parkway/Lehigh Avenue and Picadilly Road ("Intersection") is currently stop controlled along Plains Parkway and Lehigh Avenue while Picadilly Road is free flowing;

WHEREAS, Aurora, in partnership with Arapahoe County, previously conducted a traffic study that showed warrants are currently met for traffic signalization at the Intersection;

WHEREAS, the west side of the Intersection is owned by Arapahoe County and the east side of the Intersection is owned by Aurora, and the right-of-way line runs north/side in the middle of Picadilly Road;

WHEREAS, the Parties agree there is a need for the Agreement that will establish funding for the design and construction of signalized traffic control ("Project") at the Intersection, which is further illustrated on the attached Exhibit A;

WHEREAS, the Parties estimate that the Project's design costs will be one hundred fifty thousand dollars (\$150,000) and construction costs will be eight hundred fifty thousand dollars (\$850,000), for a total of one million dollars (\$1,000,000) with an added 10% contingency, resulting in a total Project cost of one million and one hundred dollars (\$1,100,000);

WHEREAS, Aurora and Arapahoe County will each pay fifty percent (50%) of the Project at the Intersection;

WHEREAS, the Parties anticipate starting design of the Project in 2025 and to solicit construction bids in 2025;

WHEREAS, Project construction is expected to begin in Spring 2026 and finish towards the end of 2026;

WHEREAS, the Project will be managed by Aurora staff in coordination with Arapahoe County;

WHEREAS, once the Project is completed, it will be owned, maintained, and operated by Aurora;

WHEREAS, the Parties have budgeted funds to perform their obligations under this Agreement; and

WHEREAS, the Parties wish to memorialize by this Agreement their mutual understanding as to how the Project will be financed and implemented as well as the responsibilities of each Party following completion of the Project.

NOW THEREFORE, as full consideration for and in furtherance of the goals and intents and purposes of this Agreement, the Parties hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals.

The foregoing Recitals are incorporated herein and made a part of this Agreement.

2. Aurora's Contribution.

Aurora agrees to pay 50% of the total actual costs for design and construction of the Project and will lead in the management of the Project in coordination with Arapahoe County. Upon completion of construction of the Project, the traffic signal will be owned, maintained, and operated by Aurora.

A. Design. Subject to the receipt of acceptable proposals, the availability of funds, and the terms and conditions of this Agreement, Aurora will contract with one (1) or more qualified and experienced consultants to provide preliminary and final design services for the development of the Project ("Final Design"). Arapahoe County shall be afforded the opportunity to review and comment on the design during development of the Final Design at the sixty percent (60%) and ninety percent (90%) stages of completion, and upon one hundred percent (100%) completion of the Final Design. Arapahoe County shall have fifteen (15) days from the date each incremental development design is provided to it to review and offer comments. Aurora will consider all comments and will cooperate to cure any such objections but will retain final approval authority regarding the Final Design and any changes.

B. Construction. Subject to the receipt of acceptable bids, the availability of funds, and the terms and conditions of this Agreement, Aurora will perform or cause to be performed all work required to construct the Project and will contract with one (1) or more

qualified and experienced contractors to construct the Project in accordance with the approved Final Design, as may be modified through change orders, including, but not limited to, obtaining all necessary permits, consents, and approvals in accordance with applicable federal, state, and local statutes, ordinances, codes, rules and regulations.

C. Procurement & Contract Standards. Aurora will procure the contracts for the Project in accordance with Aurora's laws and policies regarding soliciting, selecting, contracting, and administering contracts with any consultant or contractor. The construction of the Project will be completed in accordance with all applicable laws, ordinances, codes, rules and regulations, and design standards, and Aurora shall ensure that the Project is completed in a workmanlike manner and pursuant to Aurora's Roadway Design Construction and Specifications Manual, as amended from time to time. Aurora shall have full control over all aspects of the management, advertisement, contracting, and construction of the Project except as otherwise provided in this Agreement.

D. Project Administration; Modifications. Aurora will perform or cause to be performed all Project administration and management functions required for the Project, including awarding, letting and administration of all Project contracts.

3. Arapahoe County's Contribution.

Arapahoe County agrees to pay 50% of the Project Costs (as limited herein) and will, in good faith, assist Aurora by providing timely input and feedback in response to any issue for which Aurora seeks input. Arapahoe County agrees to reimburse Aurora for its County Contribution no later than January 31, 2026, unless otherwise specified herein.

4. Accounting of Project Costs.

A. General. As set forth above, Aurora and Arapahoe County agree to equally fund Project Costs currently estimated to be one million dollars (\$1,000,000) with an added 10% contingency, resulting in an estimated total Project cost of one million one hundred thousand dollars (\$1,100,000) (the "Estimated Project Costs").

B. Allocated Shares of Estimated Project Costs. The Parties understand and agree that the Estimated Project Costs allocations are expected to be as follows:

Table 1 - Estimated Project Costs

Party	Design, Construction and 10% Contingency
Aurora	\$550,000
Arapahoe County	\$550,000
Total	\$1,100,000

For the avoidance, of doubt, the County Contribution to Project Costs shall not exceed the County's share of Estimated project Costs.

C. County Contribution. Arapahoe County hereby agrees to reimburse Aurora for its share of the Project Costs ("County Contribution") as follows:

(i) Unless previously paid, then within 90 days of the final acceptance of the traffic signal construction, Arapahoe County shall transfer to Aurora the County Contribution, up to and not to exceed, five hundred and fifty thousand dollars (\$550,000).

(ii) The foregoing transfers may be made in any manner mutually agreed to by Aurora and Arapahoe County.

D. Use of Contribution Funds and Accounting.

(i) Aurora expressly agrees that the County Contribution shall only be used for the limited purpose of funding Project Costs. Aurora shall maintain or cause to be maintained full and complete records of actual Project Costs ("Project Accounting") incurred and funds committed and expended by Aurora for actual Project Costs in accordance with generally accepted accounting principles.

(ii) The Parties agree that all overhead and administrative costs incurred by Aurora associated with or related to and the Project may not be considered nor included in Project Costs or Estimated Project Costs

E. Project Cost Underruns.

(i) If, according to the Project Accounting, the Project Costs exceed the Estimated Project Cost, the Parties may execute an amendment to this Agreement, in the same manner approved for this Agreement, to provide for an increase to the County Contribution at that time.

(ii) In the event the Project Costs are less than the Estimated Project Cost, then upon completion of the Project, Arapahoe County will be entitled to one-half (1/2) of the difference between the total Project Costs and the Estimated Project Cost (the "Project Savings") within 30 days of final completion of the Project, Aurora shall transfer to Arapahoe County its respective share of the Project Savings, as applicable.

(iii) At all times applicable to this Agreement, Arapahoe County shall have the right to inspect the Project Accounting upon five (5) days' notice to Aurora.

5. Term of Agreement and Termination.

This Agreement shall be effective as of the Effective Date identified above and shall terminate upon final completion of construction of the Project.

6. Insurance and Immunity.

Aurora and Arapahoe County shall insure themselves separately against liability, loss and damages arising out of the operation of and performance under this Agreement. As between the Parties, and without either Party waiving any of the rights and protections provided under the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq., each Party will be responsible for its own negligence and that of its agents and employees in the performance of this Agreement. The Parties reserve the right to seek reimbursement for damages from any third party responsible for any damage.

7. Assignment.

Except as may otherwise be stated herein, neither Party shall have the right or power to assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other Party. Any attempt to assign this Agreement in the absence of such written consent, shall be null and void ab initio.

8. Notifications.

A. Arapahoe County Representative. Arapahoe County hereby designates Jim Katzer, Transportation Division Manager (with an email address of jkatzer@arapahoe.gov) as the Arapahoe County's representative to coordinate all communication with Aurora related to this Agreement, including issues arising under this Agreement.

B. Aurora Representative. Aurora hereby designates Carlie Campuzano, Traffic Manager, Public Works Department (with an email address of ccampuza@auroragov.org) as Aurora's representative to coordinate all communication with Arapahoe County related to the Study, including issues arising under this Agreement.

9. Miscellaneous.

A. No Joint Venture. It is the intention of the Parties that each is and shall remain an independent contractor. The Parties do not intend for, and nothing contained in this Agreement shall be deemed, to create a partnership, co-tenancy, joint venture, or agency of any kind.

B. Jurisdiction/Venue. This Agreement shall be construed in accordance with the laws of the State of Colorado. In the event of any dispute between the parties to this Agreement, the exclusive venue for dispute resolution shall be the District Court for and in Arapahoe County, Colorado.

C. Binding Agreement. This Agreement shall inure to the benefit of, and be binding upon, the Parties to this Agreement and their respective successors and permitted assigns. This Agreement is solely between and for the benefit of Aurora and Arapahoe County, and no design consultant, contractor, subcontractor or any other person is intended to be nor shall be deemed a third-party beneficiary to or under this Agreement.

D. Entire Agreement and Amendment. This Agreement contains the entire agreement of the Parties with respect to its subject matter. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

E. Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

F. Annual Appropriations. The Parties are political subdivisions of the State of Colorado and, as such, (1) any and all financial obligations described hereunder are subject to annual budget and appropriations requirements, and (2) no consultants, contractors or subcontractors shall have lien rights against the Parties, nor against any property lying within the boundaries of the Parties in the event of nonpayment of any amount due under this Agreement.

G. Article X, Section 20/TABOR Law. The Parties understand and acknowledge that Aurora and Arapahoe County are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR as no future appropriations of funds beyond the current fiscal year is anticipated or expected. Notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such party beyond the term of the party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law.

H. Governmental Immunity. The Parties, and their respective elected officials, directors, officials, officers, agents and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, §§24-10-101 et seq., C.R.S., as the same may be amended from time to time.

I. No Personal Liability. No elected official, director, officer, agent or employee of Aurora or Arapahoe County shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution, approval or attempted execution of this Agreement.

J. Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. 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, C.R.S.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF AURORA, COLORADO

MIKE COFFMAN, Mayor

ATTESTED TO:

KADEE RODRIGUEZ, City Clerk

APPROVED AS TO LEGAL FORM:

MICHELLE GARDNER, Sr. Assistant City Attorney

**BOARD OF COUNTY COMMISSIONERS
OF ARAPAHOE COUNTY, STATE OF COLORADO**

Bryan D. Weimer, PWLF, Director, PWD
Authority Granted by the Commissioner Resolution 25-078

Date

Exhibit A

