

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DOUGLAS COUNTY AND THE CITY OF CENTENNIAL
REGARDING IMPROVEMENTS TO AND MAINTENANCE OF
COUNTY LINE ROAD**

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into by and between the Douglas County, Colorado, A Colorado county ("Douglas County") and the City of Centennial, Colorado, a Colorado home rule municipality ("Centennial"), hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS:

WHEREAS, the Parties share a common boundary along County Line Road, a former state highway situated along the county line separating Arapahoe and Douglas Counties and which county line does not lie in the center of County Line Road thus creating certain questions regarding matters such as ownership, operation, and maintenance of improvements which constitute County Line Road; and

WHEREAS, the Parties may have each obtained partial jurisdiction and ownership of various portions of the County Line Road right-of-way, including but not limited to associated traffic signals and traffic signal equipment, from the easternmost edge of right-of-way of South Quebec Street, to the west City Limits of Centennial located as described herein; by virtue of various incorporation and/or annexation proceedings, and/or by official mapping of properties within their jurisdictional limits; and

WHEREAS, the Parties share an interest in assuring proper access control, maintenance, and major repair and replacement of County Line Road and associated traffic signals and traffic signal equipment and other appurtenances; and

WHEREAS, the Parties desire to share maintenance and/or control of County Line Road and associated traffic signals and traffic signal equipment and other appurtenances on terms set forth in this Agreement notwithstanding legal ownership, municipal boundaries, county boundaries or other bases of claims of ownership or jurisdiction;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties agree as follows:

I. GENERAL PROVISIONS

1. **Acknowledgment and Incorporation of Recitals and Exhibits.** The foregoing recitals and representations are acknowledged by the Parties to be true and correct and, together with the Exhibits attached hereto, are incorporated herein

by this reference.

2. **Definitions:**

Capital Improvement shall mean any physical improvement, including replacement, repair, or reconstruction of an existing improvement, that would, by standard municipal practice and custom, have two or more of the following characteristics:

- (A) be identified in a municipality's capital improvement plan or annually approved budget;
- (B) have a reasonably anticipated useful life prior to any scheduled replacement, substantial repair, or substantial reconstruction of five (5) or more years, or if such improvement is a replacement, repair, or reconstruction of a capital improvement, such replacement, repair, or reconstruction would reasonably result in the extension of the anticipated useful life of such improvement by five (5) or more years;
- (C) have a cost, including design, materials and labor, of more than one-hundred fifty thousand dollars (\$150,000).

Consent (or Respond) shall mean written evidence, either by letter or electronic mail message signed by the City / County Manager of a Party (or a person authorized by the Manager in writing to provide such Consent), delivered to the other Party expressly acknowledging a request for the Party's Consent and granting or agreeing to such request.

County Line Road or *Road* shall mean that segment of public right-of-way commonly known as County Line Road extending from a north-south line demarcating the easternmost boundary or edge of the right-of-way of South Quebec Street, to a north-south line demarcating the west City Limits of Centennial as described herein, and extending to the south right-of-way line of County Line Road. County Line Road is generally illustrated in **Exhibit A** of this Agreement.

Traffic Signals shall mean all improvements necessary to direct vehicular and pedestrian traffic by signal light through the following intersections of County Line Road:

- 1500 East County Line Road (Clarkson) (Planned);
- 1950 East County Line Road (Target);
- 2000 East County Line Road (Plaza);
- 2600 East County Line Road (Promenade);
- South Colorado Boulevard;
- 5000 East County Line Road (South Suburban Rec Center) (under

construction);
Holly Street;
5800 East County Line Road (Foxridge);
South Niagara Street / East County Line Road;
7100 East County Line Road (Shoppes); and
South Quebec Street.

and specifically including but not limited to the foundations, poles, mast arms, span wire, signal lights, and wiring extending from the base of any pole to the signal lights as may presently exist at each intersection and as may be later installed at each such intersection of County Line Road. "Traffic Signals" shall specifically exclude "Traffic Signal Control Equipment" and "Traffic Signal Fiber Optic Interconnect Equipment" as defined by this Agreement. The inclusion of another traffic signal operating an intersection within County Line Road not listed above within the obligations of this Agreement shall require an amendment of this Agreement.

Traffic Signal Control Equipment shall mean all equipment necessary to operate a Traffic Signal at the intersections of County Line Road identified in the traffic signal list above, and specifically including but not limited to the cabinet box, locks, internal controllers, switches, mechanical equipment within the cabinet box, wiring extending from the cabinet box to a Traffic Signal, and vehicle detection and surveillance equipment as such equipment may presently exist at an intersection and as may be later installed at each such intersection of County Line Road. "Traffic Signal Control Equipment" and "Traffic Signal Fiber Optic Interconnect Equipment" shall specifically exclude "Traffic Signals" as defined by this Agreement. The inclusion of other traffic signal control equipment operating an intersection within County Line Road not listed above within the obligations of this Agreement shall require an amendment of this Agreement.

Traffic Signal Fiber Optic Interconnect Equipment shall mean all equipment associated with the Douglas County Fiber Optic network including conduit, pull boxes, fiber optic cable (backbone and laterals), patch panels, connectors, and other associated equipment.

"Traffic Signal Fiber Optic Interconnect Equipment" shall specifically exclude "Traffic Signals" and "Traffic Signal Control Equipment" as defined by this Agreement.

The inclusion of other Traffic Signal Fiber Optic Interconnect Equipment operating an intersection within County Line Road not listed above within the obligations of this Agreement shall require an amendment of this Agreement.

West City Limit of Centennial shall mean the western boundary of the City as

of the date of this Agreement that intersects County Line Road and is described as a north-south line demarcating the west line of the southwest quarter of Section 35, Township 5 South, Range 68 West of the 6th Principal Meridian.

3. **Interpretation**. This Agreement shall be interpreted in accordance with the following:

- (A) The doctrine of interpretation of ambiguities against the drafting party (*contra proferentum*) shall not apply because the Parties jointly negotiated and drafted the Agreement.
- (B) The preferred interpretation of this Agreement by the Parties and by any arbiter, mediator, or court enlisted to aid in resolving disputes between the Parties shall be the interpretation that:
 1. best permits a coordinated and logical flow of vehicular traffic between Centennial and Douglas County without creating a bias of traffic flow for or against any one Party's jurisdiction; and
 2. best enables County Line Road to function as if operated by a single jurisdiction applying commonly accepted professional standards and principles for managing traffic and public rights-of-way management; and
 3. best advances equity in the allocation of benefits and detriments between the Parties; and
 4. best recognizes that the Parties each rely upon County Line Road to serve important commercial and business opportunities that may be seasonal in nature so as to necessitate that the scheduling of changes in the operation of County Line Road should be planned and undertaken with consideration of the impacts to such seasonal commercial and business opportunities.

4. **Good Faith**. This Agreement shall be governed by a covenant of good faith and fair dealing. In furtherance of this covenant, each Party agrees to the following principles:

- (A) Reasonably communicate with and inform the other Party regarding actions and activities undertaken in its jurisdiction that will or may directly affect the maintenance, operation, and general appearance of County Line Road and associated Traffic Signal and Traffic Signal Control Equipment, including, by way of example, but not limited to: planned and emergency maintenance or repair activities; temporary lane or access closures and rerouting of traffic; seasonal and temporary traffic management plans; or the preparation of an application for intergovernmental funding of or

intergovernmental approval for Capital Improvements within County Line Road.

- (B) Provide reasonable opportunities for the other Party to participate in or comment upon the planning of Capital Improvements and traffic management programs to be undertaken in or to affect County Line Road and associated Traffic Signal, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment.
- (C) Provide reasonable notice to the other Party regarding observed or anticipated conflicts or misunderstandings between the Parties, need for clarification or interpretation of the terms and conditions of this Agreement or anticipated deficiencies in performance, including, but not limited to actual or anticipated budgetary shortfalls or appropriation decisions that might impair a Party's continued performance of obligations under this Agreement.
- (D) Where Consent is requested by a Party in accordance with this Agreement, such Consent shall not be unreasonably withheld or denied. In the event a Party elects to withhold or deny Consent, the Party shall promptly communicate the reason(s) for such decision to the other Party and the Party shall endeavor to also provide recommendations, conditions, or alternatives that would cause the Party to Consent to the request.

II. DUTIES AND OBLIGATIONS FOR COUNTY LINE ROAD EXCLUDING TRAFFIC SIGNALS, TRAFFIC SIGNAL CONTROL EQUIPMENT, AND TRAFFIC SIGNAL FIBER OPTIC INTERCONNECT EQUIPMENT

1. General Responsibility and Jurisdiction for County Line Road. Except as otherwise provided by this Agreement:

- (A) Centennial accepts responsibility and jurisdiction for the segment of County Line Road located between the west City Limit of Centennial and the west right-of-way line of Colorado Boulevard, excluding that portion of the intersection of County Line Boulevard and University Boulevard that is maintained by the Colorado Department of Transportation, in "as is where is", for all purposes, including but not limited to Capital Improvement, planning, operation, management, maintenance, repair, replacement, striping, traffic enforcement, traffic control, snow and ice removal, and directional signage. Douglas County shall have no responsibility or jurisdiction for this section of County Line Road except as may be expressly provided by this Agreement. To the extent permitted by law, if a third party claim results from an alleged act or omission in the maintenance or operation of any

portion of County Line Road roadway subject to Centennial's responsibility and jurisdiction pursuant to this Agreement, it is the intent of the Parties that the costs associated with the defense and/or any damages or other expenses for such a claim be allocated to Centennial, whether or not the portion of County Line Road subject to the claim is located within the corporate boundaries of Centennial. To that end, Centennial shall include Douglas County, its officers, and its employees as additional insureds in Centennial's liability coverages.

- (B) Douglas County accepts responsibility and jurisdiction for section of County Line Road located between the west right-of-way line of Colorado Boulevard and the east right-of-way line of Quebec Street, in "as is where is" condition, for all purposes, including but not limited to Capital Improvement, planning, operation, management, maintenance, repair, replacement, striping, traffic enforcement, traffic control, snow and ice removal, and directional signage. Centennial shall have no responsibility or jurisdiction for this section of County Line Road except as may be expressly provided by this Agreement. To the extent permitted by law, if a third party claim results from an alleged act or omission in the maintenance or operation of any portion of County Line Road subject to Douglas County's responsibility and jurisdiction pursuant to this Agreement, it is the intent of the Parties that the costs associated with the defense and/or any damages or other expenses for such a claim be allocated to Douglas County, whether or not the portion of County Line Road subject to the claim is located within the boundaries of Douglas County. To that end, Douglas County shall include Centennial, its officers, and its employees as additional insureds in Douglas County's liability coverages.
- (C) These two sections of County Line Road are generally illustrated in **Exhibit B** of this Agreement.

2. Capital Improvement to County Line Road.

- (A) The Parties shall reasonably cooperate and coordinate with each other regarding any planned or proposed Capital Improvement to their respective sections of County Line Road or any Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. Specifically, each Party shall:
1. Provide Notice: A Party planning or proposing a Capital Improvement to its respective portion of County Line Road or to any Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall notify the other Party in writing prior to commencing the preliminary design phase of any such planned or proposed Capital Improvement. Such notification shall include as much detail or plan as reasonably known to the Party that will identify the scope, location, and

purpose of the planned or proposed Capital Improvement so as to enable the other Party to evaluate the impact of the proposed Capital Improvement and to determine whether there may exist conflict(s) between the Parties, opportunities for the Parties to coordinate other improvements or projects, or potential for the Parties to jointly participate in the design, funding, or construction of the proposed Capital Improvement.

2. Prepare and Provide Traffic Management Plan: As soon as practicable but not less than one hundred twenty (120) days prior to commencement of construction of a Capital Improvement, a Party proposing a Capital Improvement to its portion of County Line Road or to any Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall cause to be prepared and delivered to the other Party a traffic management plan ("Traffic Management Plan"). The Traffic Management Plan shall address how traffic will be routed and managed during the construction of the Capital Improvement within County Line Road. Such Traffic Management Plan shall contain sufficient detail to enable the other Party to evaluate the impact of the proposed traffic routing during construction of the Capital Improvement and to determine whether there may exist conflict(s) between the Parties. Nothing in this section shall modify in any way the agreements or rights of the Parties as set forth in Section III below. In the event of any conflict arising as a result of the interpretation of this Section II(2)(A)(2) and Section III below, Section III shall govern.
- (B) The Party receiving notice of a proposed Capital Improvement to County Line Road or receiving a Traffic Management Plan shall have not less than forty (40) calendar days from receipt of such notice or Traffic Management Plan to provide to the other Party written comments and concerns regarding the proposed Capital Improvement or planned method of traffic management. If the Party receiving the notice or Traffic Management Plan fails to provide written comments and concerns to the other Party within forty (40) calendar days of receipt of the notice or the Traffic Management Plan, the other Party may proceed with the proposed Capital Improvement without further notification or coordination. In the event that timely comments and concerns are tendered, both Parties shall reasonably communicate during the design and construction of the proposed Capital Improvement including, but not limited to, providing opportunities to review design and construction documentation and to discuss conflicts created by the management of traffic during construction. Nothing in this section shall modify in any way the agreements or rights of the Parties as set forth in Section III below. In the event of any conflict arising as a result of the interpretation of this Section II(2)(B) and Section III below, Section III shall govern.

- (C) In the event that the comments and concerns submitted by a Party pursuant to subsection (B) above identifies a potential to coordinate the design and/or construction of any other Capital Improvements or the maintenance and repair of County Line Road that the Parties might mutually agree should be constructed or undertaken, the Parties shall jointly consider the coordination of the proposed Capital Improvement with such other improvements or maintenance and repair in order to reduce overall project costs, improve efficiencies of design and construction, and/or reduce disruption, delays, and traffic congestion within County Line Road. However, no Party shall be under any obligation to jointly coordinate improvements or maintenance and repair. The Parties' failure to mutually agree to joint coordination or maintenance and repair shall not be subject to Dispute Resolution under this Agreement.
- (D) In the event that the comments and concerns submitted by a Party pursuant to subsection (B) above concerning a Traffic Management Plan identifies a potential to better manage traffic so as to prevent conflicts within County Line Road, the Parties shall jointly consider modifications to the Traffic Management Plan in order to reduce disruption, delays, and traffic congestion within County Line Road. However, no Party shall be under any obligation to jointly coordinate improvements. The Parties' failure to mutually agree to modifications of a Traffic Management Plan shall not be subject to Dispute Resolution under this Agreement.
3. Physical Repair of County Line Road. Physical repair to the road subsurface or surface, curbs, medians, curb ramps, drain-pans, crosswalks, or sidewalks of County Line Road that does not constitute a Capital Improvement (e.g., pothole and crack filling or re-striping) may be undertaken by the Party with jurisdiction over such portion of County Line Road without notice to or Consent by the other Party.
- In the event that the performance of physical repair to County Line Road requires a Party performing the repairs to temporarily encroach upon or utilize a portion of County Line Road located in the other Party's jurisdiction, the Party performing repairs shall notify the other Party prior to commencing work. The purpose of such notification shall be to apprise the other Party of the nature, scope and duration of any repair and encroachment. In the event that a Party's repair necessitates or results in a physical modification of a portion of County Line Road located in the other Party's jurisdiction (e.g., removal of striping or removal of asphalt or concrete to enable proper repair of a pothole or curb), the Party performing such repair shall restore that portion of County Line Road located within the other Party's jurisdiction to the condition substantially similar to that existing prior to such repair.
4. Maintenance of County Line Road. Maintenance of County Line Road not constituting a Capital Improvement or a physical repair (e.g., maintaining County Line Road by street sweeping, snow removal, weed removal, or sign

replacement) may be undertaken by a Party without notice to or Consent by the other Party.

5. Consent to Improve or Modify Medians Required. Except for the repair of damage to a median (whether raised, or painted) to a substantially identical condition as that existing before such damage, no improvement, modification, or alteration of any median shall be undertaken by any Party without the prior written Consent of both Parties. Other than the replacement of existing signs recognized by the Manual on Uniform Traffic Control Devices (MUTCD), no signs shall be installed or erected within a median (whether raised, or painted) without the mutual Consent of the Parties.
6. Consent to Install Signs or Signals that Direct Traffic Movements within the Other Party's Jurisdiction. Except for signs or signals necessary to address temporary emergency conditions and except for the joint operation of Traffic Signals as authorized by this Agreement, a Party shall not install a sign or signal that will direct the flow of vehicular traffic entering or exiting the other Party's jurisdiction without the other Party's prior written Consent. By way of an example only, Douglas County's Consent would be required in order for Centennial to install a sign prohibiting vehicular traffic travelling westbound on County Line Road from making a left turn into Douglas County's jurisdiction. The Parties understand and agree that the installation of a sign or signal that impairs or impedes the existing and established movements of vehicular traffic between Centennial and Douglas County is considered a significant decision which requires cooperation between, and mutual Consent of, the Parties.
7. Emergency Repairs to County Line Road. Notwithstanding any provision of this Agreement to the contrary, a Party may commence repairs and any other actions reasonably necessary to protect the public health and safety during an emergency without notice to or Consent by the other Party. For purposes of this Agreement, an "emergency" shall mean an Act of God, traffic accident or other situation, event, or condition within County Line Road that occurs without advance notice or reasonable expectation and which demands immediate action to prevent imminent harm to persons or property. By way of example only, an emergency includes subsidence of the road surface, failure of water lines or other utilities, repairs to signs or signals due to traffic accident, or hazards created due to flooding, high winds, or hazardous waste spill. The Party performing the repair shall notify the other Party of the repairs as soon as reasonably possible after the completion of the work.

III. DUTIES AND OBLIGATIONS FOR TRAFFIC SIGNALS, TRAFFIC SIGNAL EQUIPMENT, AND TRAFFIC SIGNAL FIBER OPTIC INTERCONNECT EQUIPMENT ASSOCIATED WITH COUNTY LINE ROAD

1. Ownership of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment. Nothing in this Agreement is

intended to affect, convey, or otherwise transfer any present ownership of Traffic Signals or Traffic Signal Control Equipment. It is the intent of this Agreement that each Party's right, title and interest in a Traffic Signal or Traffic Signal Control Equipment shall remain the same upon the termination or expiration of this Agreement as that right, title and interest existed prior to the Effective Date of this Agreement as to which there is disagreement which is deemed resolved by this Agreement for so long as it remains in effect, unless otherwise agreed in writing by the Parties. To this end, a Party's presently possessed right, title, and interest in the ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall remain unaffected by: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. In the event this Agreement is terminated, expires, or is invalidated for any reason whatsoever, the Parties agree that this Agreement, a Party's payment or any investment, cost, or expense in the repair, maintenance, operation, management, control, insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment or any other event, action, or conduct of a Party or the Parties subsequent to the Effective Date of this Agreement shall not be offered, tendered, or used in any manner to evidence or support any argument or legal theory by either Party alleging a transfer of ownership, jurisdiction, control or otherwise by the Parties to each other in the Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. Moreover, it is the Parties' intent and a material provision of this Agreement that any judicial review of the issue of ownership of Traffic Signals, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment shall not consider or take into account: (1) this Agreement; (2) any actions of the Parties subsequent to this Agreement; or (3) any investment, cost, or expense incurred or paid by a Party subsequent to the Effective Date of this Agreement toward the repair, maintenance, operation, management, control, or insurance of the Traffic Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment. This provision shall survive any termination, expiration, or invalidation of this Agreement.

2. Capital Improvement Repair and Maintenance of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment.

- (A) The day-to-day repair, maintenance, insurance, and upkeep of all Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment in a condition substantially identical to the condition existing on the Effective Date of this Agreement shall be the

responsibility and obligation of Douglas County at Douglas County's sole cost and expense. Nothing herein shall preclude Centennial's offer to voluntarily participate in the cost and expense of any repair, maintenance, insurance, and upkeep of any Traffic Signal, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment.

- (B) Capital Improvement to Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment shall not be undertaken by any Party without the Consent of both Parties. Where approved by both Parties, such Capital Improvement shall be the responsibility and obligation of Douglas County at Douglas County's sole cost and expense.
- (C) Without limiting the foregoing obligation for Consent and subject to Section III(1) of this Agreement, Centennial hereby Consents and agrees that Douglas County may relocate and perform Capital Improvement(s) to existing Traffic Signal Control Equipment notwithstanding Centennial's ownership, if any, of such Traffic Signal Control Equipment provided that such relocation, improvement, and upgrade is undertaken at Douglas County's sole risk and expense. Such relocation and improvement of Traffic Signal Control Equipment by Douglas County shall not diminish or affect any ownership interest of Centennial in such Traffic Signal Control Equipment and shall not grant, confer, transfer, or otherwise establish any claim of ownership to such Traffic Signal Control Equipment by Douglas County. In the event that after any termination of this Agreement Centennial establishes its ownership of all or any portion of Traffic Signal Control Equipment as evidenced by court order, such ownership interest shall extend to such relocated, improved, or upgraded Traffic Signal Control Equipment regardless of the location of such Equipment or the amount of Douglas County's investment or expenditure in such Traffic Signal Control Equipment or its relocation or upgrading by Douglas County.

3. Operation of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment. The day-to-day operation of Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment shall be the responsibility and jurisdiction of Douglas County at Douglas County's sole discretion and expense subject to the following:

- (A) Traffic Signal, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment may be operated using existing time-of-day timing plans currently in use.
- (B) No permanent change in the Signal Timing Plan shall be made without the mutual Consent of both Parties. Either Party may request a change in the

Signal Timing Plan by delivering a written request for a change to the other Party. Written Consent or denial of Consent shall be made within thirty (30) days of the date of delivery of written requested change. Failure to timely respond with Consent or denial of Consent to a delivered request for change shall be deemed denial to the requested change. The City / County Managers of the Parties are authorized to jointly approve changes to the Signal Timing Plan following the Effective Date of this Agreement.

(C) Temporary adjustments in the Signal Timing Plan may be made from a traffic operations center without the written Consent of either Party in order to address the unforeseen or infrequent needs for active traffic management associated with periods of high traffic congestion, incidents affecting traffic, or for special events. "Periods of high traffic congestion" refers to the peak weekday morning and afternoon traffic flows and any temporary adjustments shall be in effect for no more than three (3) hours per day and shall occur for no more than five (5) days in any given thirty (30) day period. "Incidents affecting traffic" refers to short duration events (e.g. traffic accidents, emergency utility repairs, or other unplanned short duration emergency activities impacting traffic flow) and any temporary adjustments shall be typically in effect for no more than four (4) hours but, where necessary, may be in effect for up to forty-eight (48) hours. "Special events" refers to infrequent scheduled activities that impact traffic flow (e.g. utility work, or maintenance activities) and any temporary adjustments shall be in effect for no more than fourteen (14) calendar days. However, to constitute a "temporary adjustment," the amount of time allocated to each traffic movement at a Traffic Signal shall never be less than the amount of time allocated in the current Signal Timing Plan unless the traffic volumes that exist during the period of active management do not demand the allocated time. The temporary adjustment in signal timing during these periods shall be based on maintaining a consistent level of service for all traffic movements, i.e., no traffic movement shall be favored over other traffic movements in order to achieve a higher level of service for a specific movement.

(D) Utility Locating for Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment. The day-to-day activities necessary to comply with the State of Colorado One Call Law for locating underground utilities associated with Traffic Signals, Traffic Signal Control Equipment, and Traffic Signal Fiber Optic Interconnect Equipment shall be the responsibility of the owner regardless of the jurisdiction in which the asset exists. If 811 notification is received by a jurisdiction who is not the owner, that jurisdiction shall notify the owner within 12 business hours for typical locate requests and immediately for emergency locate requests. If damage to any utility is caused by excavation for which the jurisdiction receiving the notification has not informed the owner, necessary utility repair shall be the sole responsibility of the jurisdiction who failed to notify the owner. No permit shall be required of any jurisdiction for the locating of any utility within another jurisdiction.

IV. OTHER DUTIES AND OBLIGATIONS CONCERNING COUNTY LINE ROAD

1. Other Actions Prohibited Without Consent of Both Parties. In addition to any other actions or activities identified in this Agreement as being prohibited unless the Parties' Consent is granted, the following actions or activities within County Line Road shall be prohibited unless Consent is granted by both Parties or the Parties have entered into a separate agreement for such action or activity to be conducted:
 - (A) Installation or attachment of a sign to a Traffic Signal which is not recognized by the Manual of Uniform Traffic Control Devices.
 - (B) Installation or attachment of cameras, sensors, monitoring equipment, or other devices on any Traffic Signal.
 - (C) Striping or painting upon any road surface that would create a new travel lane, eliminate a travel lane, or re-direct traffic (such as a painted turn arrow).
 - (D) Closure of one or more lanes of County Line Road other than closure resulting from an emergency pursuant to Section II (7) of this Agreement.
 - (E) A Party's intentional stockpiling or placing of snow or ice removed from the Party's jurisdiction upon property located in the other Party's jurisdiction.
 - (F) Adding new access points onto County Line Road.
 - (G) Modifying existing access points onto County Line Road.

V. TERM AND TERMINATION

1. Term. This Agreement shall be effective on the 1st day of December, 2020 at 12:01 a.m., (the "Effective Date") and shall remain effective until terminated in accordance with this section or as may be otherwise permitted by this Agreement.
2. Termination. Either Party may terminate this Agreement with or without cause or reason by providing written notice of termination ("Notice of Termination") to the other Party a minimum of six months in advance of the termination date. Termination of this Agreement with less than six months advance notice is only permissible with the express written consent of both parties.

VI. DISPUTE RESOLUTION

1. Applicability of this Section. This Section VI shall apply to any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof except for: (a) any dispute, claim, question, or disagreement expressly exempted from Dispute Resolution by this Agreement; and (b) any dispute, claim, question, or disagreement that asserts or seeks a determination of a Party's claim of right, title, or interest in the ownership of Traffic Signals and Traffic Signal Equipment.
2. Arbitration Required. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this end, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If a solution is not reached within sixty (60) days of the first notice of such dispute, claim, question, or disagreement, then, upon notice by either Party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the Judicial Arbiter Group (JAG), 1601 Blake Street, Suite 400, Denver, Colorado 80202 (the "Arbiter") in accordance with the Colorado Revised Uniform Arbitration Act (Title 13, Article 22, Part 2, C.R.S.), the provisions of JAG's arbitration rules, and the provisions of this Section VI ("Dispute Resolution"). The Parties may mutually select a different Arbiter and may mutually agree in writing to alter, amend, waive, delete, supplement, or otherwise change provisions of the Colorado Revised Uniform Arbitration Act as may be permitted by such Act. In arbitration of any dispute, claim, question, or disagreement, the provisions of Section I, Paragraph 4 ("Interpretation") and Section I, Paragraph 5 ("Good Faith") shall be applied.
3. Arbiter Costs, Fees, and Expenses. Costs, fees, and expenses charged by the Arbiter shall be equally shared by the Parties and timely paid.
4. Recovery of Costs and Fees by a Party. In any matter subject to arbitration pursuant to this Agreement, each Party shall bear its costs and attorney's fees; except, however, that the Arbiter may award costs and/or attorney's fees, at the Arbiter's discretion, where the Arbiter finds that the position taken by a Party was groundless or frivolous.
5. Appeal or Review of Arbiter Award or Decision. Any application for judicial relief regarding an arbitration award or decision pursuant to C.R.S. § 13-22-205 shall be made only in Douglas or Adams County.

VII. MISCELLANEOUS PROVISIONS

1. Remedies. The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies available in law or in equity; provided, however, that the parties intend that specific performance or injunctive relief and not monetary damages shall be the preferred remedy for breach of this Agreement if, and to the extent, permitted by Colorado law.
2. 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 email, 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.

Douglas County: Douglas County Manager
Email: ddebord@douglas.co.us

With a copy to: Douglas County Attorney
Email: Attorney@douglas.co.us

City of Centennial: City of Centennial City Manager
Email: _____

With a copy to: Centennial City Attorney
Email: _____

3. Appropriation. The Parties are under no obligation to make any future apportionment or allocation and any potential expenditure outside of the current fiscal year is subject to future appropriation by the Party's governing body for any such expenditure.
4. 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.
5. Colorado Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action, other than Dispute Resolution pursuant to Section VI of this Agreement, shall be in the District Court, County of Jefferson or County of Adams, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal. The Parties may mutually Consent to venue in any other court other than Douglas or Arapahoe Counties.
6. Separate Entities. The Parties enter into this Agreement as separate,

independent governmental entities and shall maintain such status throughout.

7. **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.
8. **Assignment.** Neither Party may assign this Agreement without the prior express written Consent of the other Party. Any attempted assignment that violates the provisions of this section shall be null and void and without effect. Nothing herein shall prevent either Party from entering into an agreement with a third Party to perform services in connection with this Agreement, provided that each Party shall remain responsible for the performance of its respective obligations under this Agreement.
9. **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.
10. **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to a Party, its officials, employees, contractors, or agents, or any other person acting on behalf of a Party and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 et seq.
11. **Cooperation Concerning Third Party Claims.** Each Party shall promptly deliver to the other Party a copy of the following document(s) after receipt:
 - (A) Any written letter, statement, or electronic mail message received by a Party asserting harm, damage, or claim of any nature against Douglas County or the City of Centennial arising or resulting from the performance or failure to perform pursuant to this Agreement.
 - (B) Any written notice of claim whether or not made pursuant to C.R.S. § 24-10-109 asserting that Douglas County or the City of Centennial committed or is responsible for any intentional tort or negligence occurring within County Line Road or affecting or involving any Traffic

Signal, Traffic Signal Control Equipment, or Traffic Signal Fiber Optic Interconnect Equipment.

- (C) Any complaint filed in any state or federal court which names Douglas County or the City of Centennial, or an official, officer, employee, contractor, or agent of Douglas County or Centennial which complaint cites or references this Agreement, any agreement or program created or adopted pursuant to section IV(3) of this Agreement, County Line Road, or a Traffic Signal, Traffic Signal Control Device, or Traffic Signal Fiber Optic Interconnect Equipment.

EXHIBIT A
COUNTY LINE ROAD

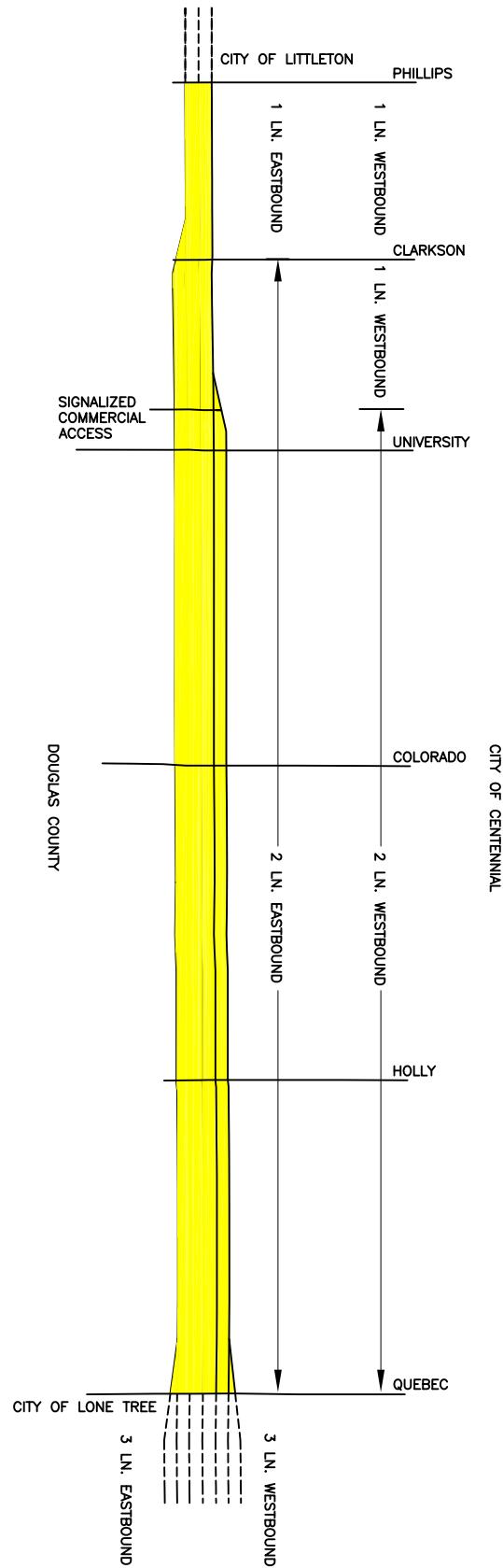
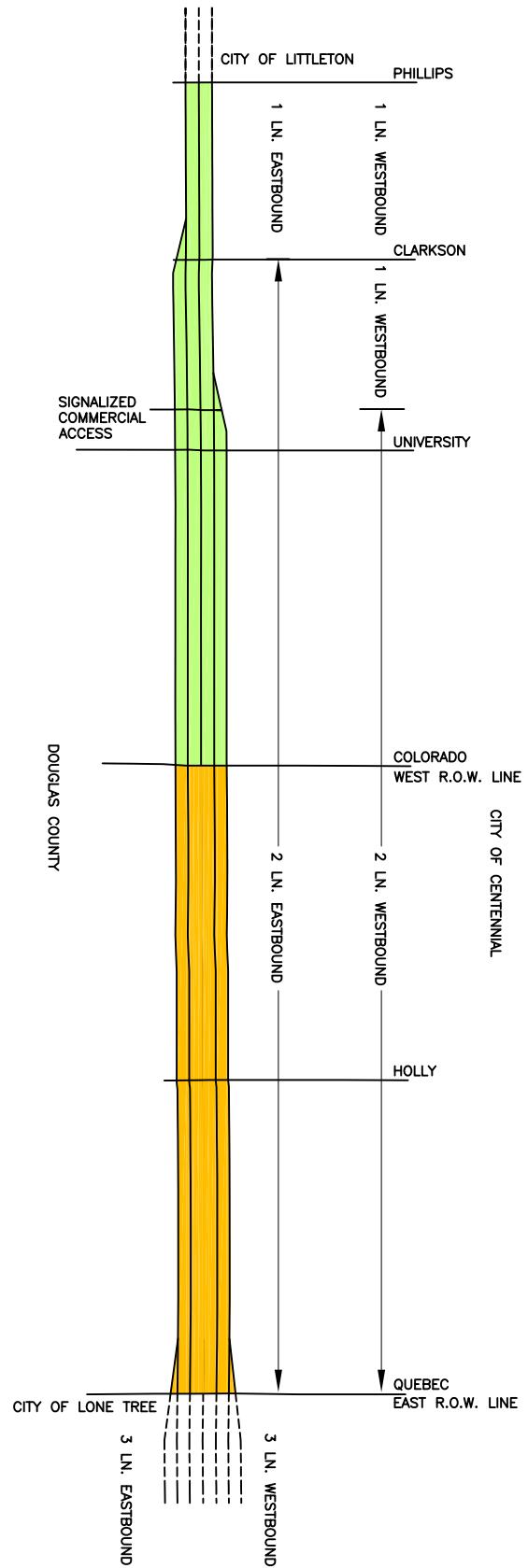


EXHIBIT B
COUNTY LINE ROAD
AREAS OF MAINTENANCE RESPONSIBILITY
EXCLUDING TRAFFIC SIGNAL, TRAFFIC SIGNAL CONTROL EQUIPMENT,
AND TRAFFIC SIGNAL FIBER OPTIC INTERCONNECT EQUIPMENT



CITY OF CENTENNIAL
DOUGLAS COUNTY