RESOLUTION NO. 26-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING A FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE STATE OF COLORADO, ON BEHALF OF THE COLORADO DEPARTMENT OF TRANSPORTATION, REGARDING ADDITIONAL FUNDING FOR THE I-25 AND HAPPY CANYON INTERCHANGE

WHEREAS, the City of Castle Pines ("City") is a Colorado home rule municipal corporation incorporated as of February 2008; and

WHEREAS, the City and State of Colorado, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, *et seq.*, to cooperate and contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

WHEREAS, the City previously entered into that certain Intergovernmental Agreement with the State of Colorado, on behalf of the Colorado Department of Transportation (the "State"), dated February 12, 2024 (the "Agreement") to set forth each party's responsibilities regarding the provision and use of federal funding for design services related to the construction of the I-25 and Happy Canyon Interchange (the "Project"); and

WHEREAS, the City and the State desire to amend the Agreement to increase the total funding for the Project from $3,297,500.00 to $4,250,000.00 (the "First Amendment"); and

WHEREAS, the City Council desires to approve the First Amendment and further desires to authorize the City Manager to execute the First Amendment once in final form.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The recitals contained above are incorporated herein by reference and are adopted as findings and determinations of the City Council.

Section 2. The City Council hereby: (a) approves the First Amendment in substantially the same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes to the First Amendment as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the City Manager to execute the First Amendment when in final form.

Section 3. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 4. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 6 IN FAVOR, 0 AGAINST, AND 1 ABSENT THIS 22ND DAY OF SEPTEMBER, 2026.

CITY OF CASTLE PINES CORPORATE SEAL 2008 COLORADO

Tracy Engerman (Sep 24, 2026 19:11:01 MDT)

Tracy Engerman, Mayor

ATTEST:

Tobi Duffey

Tobi Duffey, CMC, City Clerk

APPROVED AS TO FORM:

Linda Michow

Linda Michow (Sep 24, 2026 10:31:51 MDT)

Linda C. Michow, City Attorney

EXHIBIT 1
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

STATE OF COLORADO AMENDMENT

Amendment #: 1 **Project #: STU 0252-512 (25535)**

Signature and Cover Page

State Agency
Department of Transportation

Local Agency
THE CITY OF CASTLE PINES

Agreement Maximum Amount
$4,250,000.00

Amendment Routing Number
24-HA1-XC-00250-M0001

Original Agreement Routing Number 24-HA1-XC-00250

Agreement Effective Date
February 12, 2024

Agreement Expiration Date
October 25, 2033

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

LOCAL AGENCY
THE CITY OF CASTLE PINES

By:_____
*Signature

Name:_____
(Print Name)

Title:_____

Date:_____

2nd SIGNATURE (IF NECESSARY)
THE CITY OF CASTLE PINES

By:_____
*Signature

Name:_____
(Print Name)

Title:_____

Date:_____

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

_____
Keith Stefanik, P.E., Chief Engineer

Date: _____

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

_____
By: Colorado Department of Transportation

Amendment Effective Date: _____

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

1) **PARTIES**
This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) **TERMINOLOGY**
Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) **EFFECTIVE DATE AND ENFORCEABILITY**
A. Amendment Effective Date
This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment
B. Amendment Term
The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) **PURPOSE**
The Parties entered into the Agreement for the I-25 Happy Cnyn 1601 Pre-NEPA Addl Funds project. The Parties now desire to increase the funding.

5) **MODIFICATIONS**
a) Increase funding from $3,297,500.00 to $4,250,000.00.
b) Exhibit C-2 will be replaced with the attached Exhibit C-3. Any reference in the Original Agreement to any prior Exhibit C will be a reference to Exhibit C-3.

6) **LIMITS OF EFFECT**
This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

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Fed $ LA Work

EXHIBIT C-3 - FUNDING PROVISIONS

The City of Castle Pines – STU 0252-512 (25535)

A. Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be $4,250,000.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of STBG Award)	$3,400,000.00
b. Local Agency Funds (20% of STBG Award)	$850,000.00
TOTAL FUNDS ALL SOURCES	**$4,250,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	693JJ22530000Y230CO0252512 693JJ22530000Y041CO0252512
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	K16RAXMN1N87
d.	Assistance Listing #	
	Highway Planning and Construction	ALN 20.205
	Surface Transportation Block Grant Program	ALN 20.287
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$2,638,000.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$3,400,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80%**	**$3,400,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**20%**	**$850,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100%**	**$4,250,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$4,250,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$4,250,000.00**

Note: Only $3,297,500.00 in Design funds are currently available. Additional funds will become available after execution of an Option letter (Exhibit B) or formal Amendment. Phase Performance Period End Dates are updated for effected Phases only.

Design 3020 WBS Element 25535.10.30	Performance Period Start*/End Date 03/21/2024-10/31/2027	$3,297,500.00

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $4,250,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $4,250,000.00, and additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $4,250,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $3,400,000.00. For CDOT accounting purposes, the federal funds of $3,400,000.00 and the Local Agency funds of $850,000.00 will be encumbered for a total encumbrance of $4,250,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this funding source is $4,250,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $1,000,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements). The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $1,000,000**
If the Local Agency expends less than $1,000,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $1,000,000 or more-Highway Funds Only**
If the Local Agency expends $1,000,000 or more, in Federal funds, but only received federal Highway funds then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $1,000,000 or more-Multiple Funding Sources**
If the Local Agency expends $1,000,000 or more in Federal funds, and the

Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.