

INTERGOVERNMENTAL AGREEMENT
between
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
and
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ELBERT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made this _____ day of September 2025, between the Board of County Commissioners of the County of Douglas ("Douglas County") and the Board of County Commissioners of the County of Elbert ("Elbert County").

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, § 18(2)(a), and C.R.S. § 29-1-202, Colorado local governments may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, this Agreement shall apply to the public roads described in Exhibits A, B, and C hereto (the "Affected Public Roads") (Exhibit B is a map; in the case of an inconsistency between Exhibit A, B, and C, Exhibit A controls); and

WHEREAS, some of the Affected Public Roads are public roads in fee simple by deed, dedication, or plat; and some are public roads by prescriptive right-of-way; and

WHEREAS, portions of the Affected Public Roads straddle the boundary between Douglas County and Elbert County, and portions of the Affected Public Roads are located entirely in one of the two Counties; and

WHEREAS, for public safety, private driveways and public and private road access onto the Affected Public Road must have safe access and stopping sight distances; and

WHEREAS, for public safety and operations, the Affected Public Roads must in some cases have turn lanes, acceleration lanes, or traffic signals; and

WHEREAS, actions with respect to the Affected Public Roads by either County affect the safety of all members of the public using the Affected Public Roads; and

WHEREAS, public safety is enhanced if the line of sight, turn lane, and acceleration lane standards for driveways and public and private road access onto the Affected Public Roads are consistent on all of the Affected Public Roads, regardless of whether the driveway, public road access, or private road access is located in Douglas County or Elbert County; and

WHEREAS, this Agreement is in the interest of the health and safety of the residents of both Douglas County and Elbert County;

NOW, THEREFORE, Douglas County and Elbert County stipulate, covenant, and agree as follows:

AGREEMENT

1. The Parties shall maintain the following sections of the Affected Public Roads:
 - a) Douglas County shall maintain Delbert Road (also known as DC # 103) from the north county line of Douglas County and Elbert County, south to (and including) the intersection with East Parker Road (also known as DC # 8). See Section 1A on Exhibit A.
 - b) Elbert County shall maintain Delbert Road from the intersection with East Parker Road, south to (and including) the intersection with Singing Hills Road (also known as DC # 24 and EC # 166). See Section 1B on Exhibit A.
 - c) Douglas County shall preform Snow Removal Only, on Delbert Road from the intersection with Singing Hills Road, south through an Elbert Country subdivision located in the NW ¼ & the SW ¼ of Section 15, to and including the intersection with Hilltop Road in Elbert County, (EC158). Then west along and including Hilltop Road to the Douglas/Elbert County line where Hilltop Road becomes DC 71 in Douglas County.
 - d) Douglas County shall maintain Delbert Road from Hilltop Road (DC#71)/EC #158 south about 1/2 mile to where it curves west and turns into Daley Circle in Douglas County. See Section 2 on Exhibit A.
 - e) Elbert County shall maintain Stagecoach Trail from Bearcreek Drive in DC /Stagecoach Trail in EC, running south to Ponderosa Lane in DC & EC. See Section 3 on Exhibit A.
 - f) Douglas County shall maintain Delbert Road from Grant Ave. (DC#30/EC#146) – running north past Huckleberry. See Section 4 Exhibit A.
 - g) Elbert County shall maintain Delbert Road from, and including, the intersection with Smith Road (also known as DC # 80 and EC # 86), south to the El Paso County line.
2. In this Agreement, “maintenance” on sections 1A, 1B, 2, 3, 4, & 5, includes, but is not limited to, snow removal, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping. Maintenance on Section 6 is preformed by Elbert County, including, but not limited to, pothole repair, graveling, roadside ditch and drainage improvements and repair, mowing, weed control, chip seals, asphalt overlays, and signage and striping.

Douglas County is responsible for Snow Removal Only on section 6.

3. Each County shall perform reasonable maintenance on the sections of the Affected Public Roads for which it is responsible under this Agreement.

4. Each County shall issue driveway access permits, and public/private road access permits, for all of the sections of the Affected Public Roads located within the respective County.

5. In issuing access permits with respect to the Affected Public Roads, the County receiving the application shall send the other County a referral request. The referral County shall respond with either comments/concerns or recommendation for approval of the application. Referral comments or recommendation for approval shall be sent within five (5) working days from the date the referral was received. All comments/concerns must be addressed by the applicant prior to the issuing County approving the access permit, and prior to Building Permit issuance. The jurisdiction responsible for the maintenance of the Affected Public Road shall have the authority to decide disputes concerning design and construction issues or standards.

6. For the purpose of this Agreement, the terms "Driveway Permit" and "Access Permit" when referring to residential or Ag driveways on either side of the Affected Public Roads, shall mean only that part of the driveway/access located between the fenceline/right-of-way line and the asphalt or gravel driving surface of the Affected Public Road.

7. The issuing County will ensure that the Referral County's comments are adequately addressed by the permit holder prior to final acceptance of the work in the R.O.W. through approval of the final inspection. Referral comments or recommendation for approval shall be sent within five (5) working days from the date the referral is received.

8. If an access onto the Affected Public Road is not constructed per the requirements of the Access Permit/Driveway Permit, each County reserves the right to physically remove said access/driveway between the fenceline and the Affected Public Road.

9. Douglas County shall issue all Right-Of-Way Use and Construction permits on both sides of all of the Affected Public Roads, except in section 6

10. In issuing Right-Of-Way Use and Construction permits for the Affected Public Roads, the Douglas County Engineering Permits, Inspections, and Utilities Division shall make a referral to Elbert County. Douglas County will work cooperatively with Elbert County in reviewing and, if appropriate, approving applications for Right-Of-Way Use Construction permits for the Affected Public Roads; inspecting work performed under such permits; and granting, if appropriate, final acceptance of work performed under such permits. Depending on the complexity and extent of the proposed project, whenever reasonably possible, referral comments or recommendation for approval shall be sent to Douglas County within five (5) working days from the date the referral was received by Elbert County.

11. Where a new development is proposed anywhere along the Affected Public Roads, the County in which the proposed development is located, shall:

- a) Review and send the other County a referral on the proposed location of all public roads, private roads, commercial driveways, Ag and residential driveways onto the Affected Public Roads.
- b) After receiving the referral from the other County, if appropriate, approve all access onto the Affected Public Roads; and
- c) Using the more restrictive criteria of both Counties for all access onto the Affected Public Roads, review the engineering drawings; inspect the access; and issue, if appropriate, final acceptance of the access work.

12. Both Counties shall make these decisions using the most restrictive design criteria and Colorado Department of Transportation Access and Design standards and based on the traffic report for the development project, projected traffic volumes, accessing sight-distance criteria, and other safety considerations.

13. In making access determinations for proposed new developments along the Affected Public Roads, both Counties shall work cooperatively in reviewing and approving, if appropriate, access applications for proposed new developments onto the Affected Public Roads, and in inspecting and granting, if appropriate, final acceptance of all work performed with respect to new development access onto Affected Public Roads.

14. Term of Agreement. This Agreement shall be effective commencing on July 1, 2025, and shall continue in full force and effect for a period of five (5) years, up to and including July 1, 2030. This Agreement may be extended or revised at that time, provided that such extension or revision is in writing and has been signed by both Douglas County and Elbert County.

15. Entire Agreement. This Agreement constitutes the entire agreement between Douglas County and Elbert County with respect to the matters addressed in the Agreement. Any prior agreements, promises, negotiations, representations, or understandings not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Counties.

16. Binding Agreement. This Agreement shall inure to and by binding on successors and assigns of Douglas County and Elbert County

17. No 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.

18. Controlling Law. This Agreement shall be governed by and construed in accordance with the law of the State of Colorado. Exclusive venue shall lie in the Douglas County District Court.

19. Annual Appropriations. Both Douglas and Elbert Counties are Colorado governmental entities subject to Constitutional and statutory budget and appropriations limitations and requirements. Both parties understand that all financial obligations of this Agreement outside the current fiscal year are subject to each party's future appropriation, budgeting, and availability of funds.

20. Referral Notices. Except as otherwise provided herein, all notices required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage pre-paid, to the following addresses:

Douglas County

Driveway Permit Referrals:

Building Inspection Supervisor
100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

Right-Of-Way Use and Construction Permit Referrals:

Engineering Permits, Inspection, & Utilities Mgr.
100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

New Development Making Access onto the Affected Public Roads Referrals:

Development Review Manager
100 Third St.
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

Elbert County

Driveway Permit Referrals:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

Right-Of-Way Use & Construction Permit Referrals:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

New Development Making Access onto the Affected Public Roads Referrals:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

21. Legal Notices.

Douglas County:

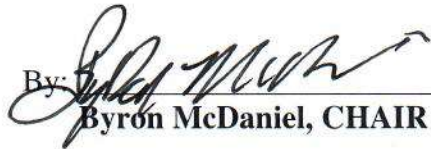
Douglas County Public Works
100 Third Street
Castle Rock, Colo. 80104

cc: Douglas County Attorney
100 Third St.
Castle Rock, Colo. 80104

Elbert County:

Road & Bridge Superintendent
218 Cheyenne St.
P.O. Box 116
Kiowa Colo. 80117

**THE BOARD OF COUNTY COMMISSIONERS OF
THE COUNTY OF ELBERT**

By: 
Byron McDaniel, CHAIR

ATTEST:


Rhonda Braun, Clerk

**THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS, COLORADO**

By: _____
CHAIR

ATTEST:

Deputy Clerk

APPROVED AS TO CONTENT:

By: _____
Douglas J. Debord, County Manager

DATE: _____

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

Date: _____

APPROVED AS TO LEGAL FORM:

Senior Assistant County Attorney

Date: _____