

The INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, 2026, by and between THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, a political subdivision of the State of Colorado, (hereinafter referred to as the “County”), and THE TOWN OF LARKSPUR, COLORADO, a municipality of the State of Colorado, acting through its Town Council (hereinafter referred to as “the Town”).

WITNESSETH:

WHEREAS, pursuant to Title 29, Article 1, Part 2, C.R.S., the General Assembly of the State of Colorado has established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, Section 3.22 of the Larkspur Town Charter authorizes the Town Council to enter into contracts with other governmental units for services; and

WHEREAS, the County and the Town desire to contract for the provision by the County, for the benefit of the Town, certain maintenance work to be performed on Spruce Mountain Road from the southern Town Limits to the northern Town Limits (approximately 22,464 square yards in area) and on Upper Lake Gulch Road from the intersection with Spruce Mountain Road east to a point 50 feet from the west side of the Railroad Crossing (approximately 3,290 square yards in area) and on Fox Farm Road from the intersection with Spruce Mountain Road to the Town Limits (approximately 1,120 square yards in area), more specifically to mill and pave a 2 inch thick application of hot bituminous asphalt surfacing (“overlay”) as generally depicted on the attached Exhibit A; and

WHEREAS, Douglas County has entered into a contract with Martin Marietta Materials, Inc. to provide similar services, in the vicinity of the Town, and County Engineering staff will provide inspection and construction management services for the overlay work; and

WHEREAS, both the residents of the Town and the County will benefit from the improved surface provided by the overlays, which are anticipated to occur in 2026, therefore the parties have agreed that the County will initially absorb the cost of the Town’s share of the overlay as depicted on attached Exhibit B, namely \$431,337.26, and the Town will reimburse the County for its share in two equal installments with the first half in 2026 and the remaining balance in 2027.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, the parties agree as follows:

1. The Town and County agree to have the County Engineering Department, through the County's authorized representative, Amy Strouthopoulos, P.E., design, plan, estimate cost and oversee the removal, preparation, mix design, and asphalt paving of the road locations noted above and to otherwise carry out, direct and manage the Project on behalf of the County and Town consistent with the normal County standards for this type of road construction and maintenance.

2. The County will have the administrative power and authority to oversee the Project, quality controls, and final acceptance of the road overlays, however the County will coordinate the Project work and materials with the Town's representative.

3. The 2026 County appropriation for this Project will cover all costs including additional roadway outside of the Town subject to \$215,668.63 reimbursement from the Town to be paid on or before December 31, 2026 and \$215,668.63 reimbursement from the Town to be paid on or before August 31, 2027 as set forth above and subject to appropriation of those funds by the Town for fiscal years 2026 and 2027. The County is not under obligation to make any future apportionment or allocation to this Contract. Any work performed in excess of amounts appropriated shall be mutually agreed upon between the parties prior to any expenditures therefor. Notwithstanding any other term of this Contract, it is expressly understood and agreed that: (1) any County financial obligation, whether direct or contingent, for all or any part of the work under this Contract, shall extend only to monies duly and lawfully appropriated and budgeted by the County and encumbered for the purposes of this Contract; (2) County does not by this Contract irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) this Contract is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of either party; and (4) no change order may be issued requiring compensation work which causes the aggregate amount payable under the Contract to exceed the amounts appropriated, budgeted and encumbered for the payment of this Contract in the fiscal year in which such obligations arise, unless the County and Town mutually agree to the increased cost. Any work completed for this Contract shall be secured from harm until future moneys are appropriated so that additional work may commence.

4. The parties hereto understand and agree that both parties, their commissioners, councilmembers, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Contract, 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 either party.

5. This Intergovernmental Agreement contains the entire agreement between the parties and may not be modified or amended except by written instrument signed by both parties.

6. The term of this Agreement shall be from the date this Agreement is executed until August 31, 2027, but may be terminated at any time by either party for any reason upon 30-day notice in writing to the other party. If the Town unilaterally terminates after roadwork within the Town has begun, the Town will be responsible for reimbursing the County for the full cost of the finished work within the Town limits up until the date of termination. If the

County unilaterally terminates this Agreement prior to completion of work within the Town limits, the Town will not be responsible for reimbursement beyond the cost of the work completed within the Town limits. The terms of this Agreement may be renewed or renegotiated upon mutual agreement of the parties.

IN WITNESS WHEREOF, the County and the Town have executed this Agreement as of the above date.

ATTEST:

TOWN OF LARKSPUR

By: _____
Sloane Bullecks, Town Clerk

By: _____
Sherilyn West, Mayor

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

George Teal, Chair

ATTEST:

APPROVED AS TO CONTENT:

HayleyHall,
Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Arielle J. Denis,
Assistant County Attorney

Christie Guthrie,
Director of Finance

Exhibit A

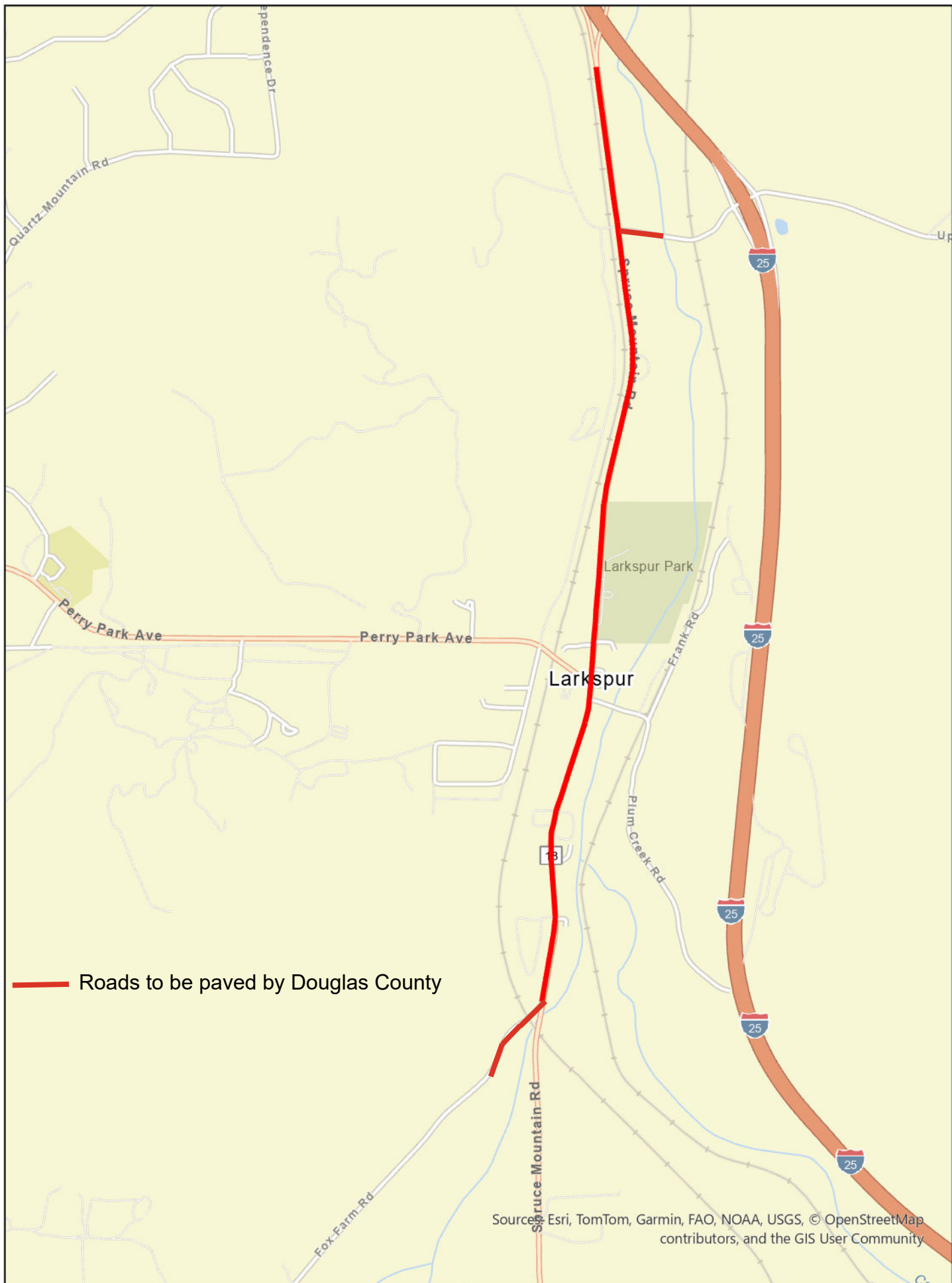


Exhibit B

Item	Description	Unit	Unit Price	Quantity - Spruce Mountain Rd.	Quantity - Upper Lake Gulch	Quantity - Fox Farm	Quantity - Total	Price
202	REMOVAL OF ASPHALT MAT (PLANING) (2" THICKNESS)	SY	\$ 2.65	22464	3290	1120	26875	\$ 71,218.46
304	AGGREGATE BASE COURSE (CLASS 6) (SHOULDERING)	TON	\$ 45.00	406	50	19	475	\$ 21,379.76
403	HOT MIX ASPHALT (GRADING SX) (PG 58-28) (75)	TON	\$ 93.50	2578	378	129	3084	\$ 288,344.04
627	PAVEMENT MARKING PAING (WATERBORNE)	GAL	\$ 85.00	344	0	43	387	\$ 32,895.00
627	PREFORMED THERMOPLASTIC PAVEMENT MARKING (90 MIL)(WITH CORUNDUM OR	SF	\$ 25.00	700	0	0	700	\$ 17,500.00

TOTAL COST \$ 431,337.26