

INTERGOVERNMENTAL AGREEMENT
by and between
THE CITY OF LONE TREE, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated this 1st day of October 2024, by and between the City of Lone Tree, Colorado, (the “City”) and the Board of County Commissioners of the County of Douglas (the “County”) (collectively, the “Parties”).

RECITALS

WHEREAS, pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Section 29-1-203, C.R.S., the City and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the City and the County will benefit from the County performing snow removal on Lincoln Avenue, County Line Road, South Havana Street, Ridgeway Parkway, and Surrey Drive for a period of time;

NOW, THEREFORE, it is hereby mutually agreed as follows:

AGREEMENT

1. **SERVICES**. The County shall perform snow removal on certain roads within the boundaries of the City for the period from September 1, 2024, to May 31, 2025, as set forth in Exhibit A, attached hereto and incorporated herein ("Services"), at the City's expense.

A. The County shall perform only the Services on those roadways listed on Exhibit A. The County shall perform the Services consistent with current County maintenance practices for urban arterials. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide the Services in the manner that the County deems appropriate under the then existing circumstances.

B. The County shall follow all applicable statutes, rules, and regulations of the State of Colorado, and all policies, procedures, resolutions, and ordinances of the County relating to the subject matter of this Agreement.

2. **TERM OF AGREEMENT**. The term of this Agreement shall commence on, and is retroactive to, September 1, 2024

4, and shall continue in full force and effect up to and including May 31, 2025, unless otherwise agreed to in writing.

3. COST. The total cost of performing the Services for the term stated in section 2 herein is \$380,860.01. This amount shall be payable by the City to the County in two payments, \$169,271.12 representing September through December 2024 due on or before December 15, 2024; and \$211,588.89 representing January through May 2025, due on or before January 1, 2025. The City may elect to pay the total payment of \$380860.01 on or before December 15, 2024.

4. SUBSEQUENT ANNEXATIONS. In the event that the City annexes additional property subsequent to the execution of this Agreement; the County reserves the right to refuse to provide services to the annexed property.

5. INDEPENDENT CONTRACTOR. The County is an independent contractor, and nothing herein contained shall constitute or designate the County or any of its employees or agents as employees of the City. It is agreed that the County shall have direct control with respect to the manner and performance of Services.

6. ADDITIONAL SERVICES. In the event the City desires services in addition to the Services defined in this Agreement, the City may make a written request, which will then be addressed and resolved with reasonable promptness and on mutually acceptable terms between the Parties. Such resolution shall be in writing.

7. EACH PARTY RESPONSIBLE FOR ITS OWN ACTIONS. In any action by any third party brought against either Party in connection with the provision of the Services under this Agreement, neither Party shall be liable for the acts or omissions of the other, and each Party shall bear its own costs with respect to the defense thereof.

8. APPROPRIATION. The Parties' obligations under this Agreement are conditioned on the prior appropriation of good and sufficient funds for such purpose. The Parties agree to use good faith efforts to cause appropriation of good and sufficient funds for performance of the obligations herein. This Agreement and/or any extensions to the original term of this Agreement shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by the City, and the notice of such appropriation, budgeting, and availability being provided to the County on or before October 15 of the current term.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit A and sets forth the rights, duties, and obligations of each to the other as of the effective date hereof. Any prior agreements, promises, negotiations, or representations 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 the City and the County.

10. BINDING AGREEMENT. This Agreement shall inure to and be binding on successors and assigns of the Parties hereto.

11. ASSIGNMENT. The County shall not have the right or power to assign or delegate its duties under this Agreement without the express prior written consent of the City. Any attempt by the County to assign this Agreement without such consent shall be null and void. However, the County is allowed to subcontract portions of the work without the prior or subsequent permission of the City.

12. 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.

13. CONTROLLING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal proceedings shall be in the Douglas County District Court.

14. NOTICES. Except as otherwise provided herein, all notices or payments required to be given under this Agreement shall be in writing and shall be hand delivered or sent by first class mail postage prepaid, to the following addresses:

City of Lone Tree:

City of Lone Tree, Colorado
9220 Kimmer Drive, Suite 100
Lone Tree, CO 80124

cc: Linda Michow
Michow Cox & McAskin LLP
6530 S. Yosemite St., Suite 200
Greenwood Village, CO 80111

Douglas County:

Janet Herman
Douglas County Public Works
P.O. Box 1390
Castle Rock, CO 80109

cc: Jeffrey A. Garcia, Esq.
Douglas County Attorney
100 Third Street
Castle Rock, CO 80104

All notices or documents delivered or required to be delivered under the provisions of this Agreement shall be deemed received one (1) day after hand delivery or three (3) days after mailing. Either Party, by written notice so provided, may change the address to which future notices shall be sent.

15. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT. The parties hereto understand and agree that the County and City, and each of their commissioners, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act (the "CGIA"), §§ 24-10-101 to 120, C.R.S., or otherwise available to the County or the City. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for Cities and Counties, both the City and the County agree that each will remain liable for the independent obligations under the CGIA whether due to acts or omissions or property interests, and neither party shall be the agent of the other or liable for the obligations of the other under the provisions of the CGIA.

16. 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 County and City, 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.

(Remainder intentionally blank)


IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written which shall hereafter be deemed to have an effective date of September 1, 2022. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

CITY OF LONE TREE, COLORADO

By: 
Marissa Harmon, Mayor



ATTEST:


Patricia Lopez
City Clerk

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

By: _____
George Teal, Chair

ATTEST:

Emily Wrenn, 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:

Jeffrey A. Garcia
County Attorney

Date: _____

EXHIBIT A

SERVICES TO BE PROVIDED

Under this Agreement the County shall provide only the following services: snow removal for Lincoln Avenue, County Line Road, Ridgeway Parkway, and the portions of S. Havana Street and Surrey Drive that lie within the boundaries of the City as they existed as of October 1, 2024. Lanes added after this effective date are not covered under this Agreement IGA. The portion of Lincoln Avenue that is subject to this Agreement is that portion of Lincoln Avenue which is situated between First Street and the west City Limit of Lone Tree approximately 1 mile west of Yosemite Street. All lanes of Lincoln Avenue within these limits are subject to this Agreement. All lanes of Ridgeway Parkway between the east CDOT Right-of-Way for I-25, and east city limit of Lone Tree, approximately 2 miles to the east. All lanes of Ridgeway Parkway within these limits are subject to this Agreement. The portion of County Line Road that is subject to this Agreement is that portion of County Line Road which is situated between Quebec Street and Interstate 25. Only the eastbound lanes of County Line Road are subject to the terms of this Agreement. The portion of S Havana Street that is subject to this Agreement is that portion of S Havana Street between the Schweiger underpass of Interstate 25, north to the intersection with Ridgeway Blvd. Both lanes of S Havana Street are subject to the terms of this Agreement. The portion of Surrey Drive subject to this Agreement is the portion of Surrey Drive from S Havana Street west to the Lone Tree City Limit. Both lanes of Surrey Drive are subject to the terms of this Agreement.

The Services that Douglas County will perform include and are limited to:

1. Snow Removal
2. Salt treatment for snow and/or ice (at the discretion of the County)

All work shall be consistent with the County's snow removal procedures for arterial roadways.

In its sole discretion, but consistent with its snow removal practice for arterial roadways situated in unincorporated Douglas County, Douglas County will: (a) use liquid de-icing products and granular de-icing products where possible to avoid residue from sanding; (b) use aggregate products when required to provide for skid resistance and roadway safety.

Sweeping of aggregate product is not part of this Agreement and will be performed by the City at its discretion.