

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 16th day of December, 2025, 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 desires, and the County agrees to provide, snow removal services on Lincoln Avenue, County Line Road, South Havana Street, Ridgegate Parkway, and Surrey Drive as set forth herein.

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

AGREEMENT

1. **SERVICES**. The County shall perform snow removal on roads described in **Exhibit A**, attached hereto and incorporated herein (the “Services”) for the period from September 1, 2025, to May 31, 2026. The City shall pay the County to perform such Services as set forth herein..

A. The County shall perform only the Services on those roadways depicted in **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 be retroactive to, September 1, 2025 and shall continue in full force and effect up to and including May 31, 2026, unless otherwise agreed to in writing.

3. COST. The total cost of performing the Services for the term stated in section 2 herein is FOUR HUNDRED AND ONE THOUSAND DOLLARS AND SEVENTY-NINE DOLLARS AND ZERO CENTS (\$401,079.00). This amount shall be payable by the City to the County in two payments:

- A. \$178,257.33 representing September through December 2025 due on or before December 15, 2025;
- B. \$ 222,821.67 representing January through May 2026, due on or before January 1, 2026.

The City may elect to pay the total payment of \$ 401,079.00 on or before December 15, 2025.

4. SUBSEQUENT ANNEXATIONS. If the City annexes additional property after 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 to the County, 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 thirdparty 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 Services in this Agreement 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 Guckenberger McAskin LLP
5229 DTC Blvd, Suite 300
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, council members 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, 2025. 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

Signed by:
Marissa Harmon
By: 7A16B4975A1F4A1...
Marissa Harmon, Mayor

ATTEST:

Signed by:
Ahnjoulie DeBoyes
By: 3B6ACCE91DFF49C...
Ahnjoulie DeBoyes, City Clerk

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

Signed by:
By: Abe Layton
Abe Layton, Chair
2022FA9FBAA05429...

Signed by:
ATTEST:
DocuSigned by:
Hayley Hall
By: 166E3E33F00249B...
Hayley Hall, Clerk to the Board



APPROVED AS TO CONTENT:

Signed by:
By: Doug DeBord
Douglas J. DeBord, County Manager
FB22081118E514C...

DATE: 12/13/2025

APPROVED AS TO FISCAL CONTENT:

Signed by:

Christie Guthrie

C371FC0D771FC4CD...

Director of Finance

Date: 12/12/2025

APPROVED AS TO LEGAL FORM:

DocuSigned by:

Chris Pratt

5793DD015549D4F7...

Sr. Asst. Cty. Atty.

County Attorney

Date: 12/11/2025

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, Ridgegate 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, 2025. 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 Ridgegate 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 Ridgegate 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 Ridgegate 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.

Certificate Of Completion

Envelope Id: 47EC9BA1-54D3-42A5-8CC4-F74D190F35B9

Status: Completed

Subject: DC - IGA - City of Lone Tree

Contract Type:

Tuition Reimbursement Application:

Source Envelope:

Document Pages: 7

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amy Williams

AutoNav: Enabled

Stamps: 1

100 Third St.

EnvelopeD Stamping: Enabled

Castle Rock, CO 80104

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

awilliam@douglas.co.us

IP Address: 67.135.162.224

Record Tracking

Status: Original

12/11/2025 9:26:48 AM

Holder: Amy Williams

awilliam@douglas.co.us

Location: DocuSign

Signer Events

Signature

Timestamp

Amy Williams

Completed

Sent: 12/11/2025 9:36:01 AM

awilliam@douglas.co.us

Using IP Address: 67.135.162.224

Viewed: 12/11/2025 9:36:09 AM

Paralegal

Signed: 12/11/2025 9:36:20 AM

Douglas County Colorado

Security Level: Email, Account Authentication

(None)

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chris Pratt

DocuSigned by:

Chris Pratt

573DD015549D4F7...

cpratt@douglas.co.us

Sr. Asst. Cty. Atty.

Signature Adoption: Pre-selected Style

Using IP Address: 67.135.162.224

Sent: 12/11/2025 9:36:22 AM

Security Level: Email, Account Authentication

Viewed: 12/11/2025 10:43:44 AM

(None)

Signed: 12/11/2025 10:44:41 AM

Electronic Record and Signature Disclosure:

Accepted: 9/11/2019 4:00:47 PM

ID: 87262d0c-d02b-4113-a72d-dc6f11378f84

Craig Kronhart

Completed

Sent: 12/11/2025 10:44:43 AM

ckronhart@douglas.co.us

Using IP Address: 67.135.162.224

Viewed: 12/12/2025 1:51:24 PM

Security Level: Email, Account Authentication

Signed: 12/12/2025 1:56:13 PM

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Christie Guthrie

Signed by:

Christie Guthrie

C371FCD771FC4CD...

cguthrie@douglas.co.us

Finance Director

Signature Adoption: Pre-selected Style

Using IP Address: 67.135.162.252

Sent: 12/12/2025 1:56:14 PM

Security Level: Email, Account Authentication

Viewed: 12/12/2025 1:57:40 PM

(None)

Signed: 12/12/2025 2:03:59 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Doug DeBord ddebord@douglas.co.us County Manager Security Level: Email, Account Authentication (None)	<p>Signed by:  EB22981118E544C...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.135.162.252</p>	Sent: 12/12/2025 2:04:01 PM Viewed: 12/13/2025 7:08:10 AM Signed: 12/13/2025 7:08:18 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amy Williams awilliam@douglas.co.us Paralegal Douglas County Colorado Security Level: Email, Account Authentication (None)	<p>Completed</p> <p>Using IP Address: 67.135.162.224</p>	Sent: 12/13/2025 7:08:20 AM Viewed: 12/15/2025 8:26:14 AM Signed: 12/16/2025 4:19:55 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Abe Laydon alaydon@douglas.co.us 1-7207952734 Douglas County Commissioners Douglas County Government Security Level: Email, SMS, Account Authentication (None)	<p>Signed by:  2322EA9EBA95429...</p> <p>Signature Adoption: Uploaded Signature Image Signed by link sent to alaydon@douglas.co.us Using IP Address: 12.125.23.222 Signed using mobile</p>	Sent: 12/16/2025 4:19:58 PM Viewed: 12/16/2025 8:25:38 PM Signed: 12/16/2025 8:25:50 PM
Electronic Record and Signature Disclosure: Accepted: 12/16/2025 8:25:38 PM ID: 6983649b-5375-4746-9468-1f518e50e649		
Hayley Hall hhall@douglas.co.us Clerk to the Board Security Level: Email, Account Authentication (None)	<p>DocuSigned by:  166E3E33F00249B...</p> <p></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 67.135.162.226</p>	Sent: 12/16/2025 8:25:51 PM Viewed: 12/17/2025 9:03:28 AM Signed: 12/17/2025 9:03:55 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Amy Williams awilliam@douglas.co.us Paralegal Douglas County Colorado Security Level: Email, Account Authentication (None)	<p>Completed</p> <p>Using IP Address: 67.135.162.224</p>	Sent: 12/17/2025 9:03:57 AM Viewed: 12/17/2025 2:18:08 PM Signed: 12/17/2025 2:18:19 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Shawna Potter spotter@douglas.co.us Administrative Assistant Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/17/2025 2:18:21 PM Viewed: 12/17/2025 2:22:45 PM
Electronic Record and Signature Disclosure: Accepted: 4/29/2025 2:10:51 PM ID: d7a6e970-3834-4874-99d2-6fa4ef9422a0		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/11/2025 9:36:01 AM
Certified Delivered	Security Checked	12/17/2025 2:18:08 PM
Signing Complete	Security Checked	12/17/2025 2:18:19 PM
Completed	Security Checked	12/17/2025 2:18:21 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Carahsoft OBO County of Douglas, CO (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Carahsoft OBO County of Douglas, CO:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: joleson@douglas.co.us

To advise Carahsoft OBO County of Douglas, CO of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at joleson@douglas.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Carahsoft OBO County of Douglas, CO

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to joleson@douglas.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Carahsoft OBO County of Douglas, CO

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to joleson@douglas.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO County of Douglas, CO as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO County of Douglas, CO during the course of your relationship with Carahsoft OBO County of Douglas, CO.