

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 28th day of October 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 perform Snow Removal Only, on Delbert Road from the intersection with Singing Hills Road, south through an Elbert County 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 performed 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 be 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**

Signed by:
By: 
CHAIR 822EA9EBA95429 Abe Laydon

ATTEST:

DocuSigned by:

Deputy Clerk 166E3E33F00249B Hayley Hall

Signed by:


APPROVED AS TO CONTENT:

Signed by:
By: 
Douglas J. Debord, County Manager ED22981119E544C

DATE: 10/24/2025

APPROVED AS TO FISCAL CONTENT:

Signed by:

Christie Guthrie

~~XXXXXXXXXXXX~~

Director of Finance

Christie Guthrie

Date: 10/24/2025

APPROVED AS TO LEGAL FORM:

DocuSigned by:

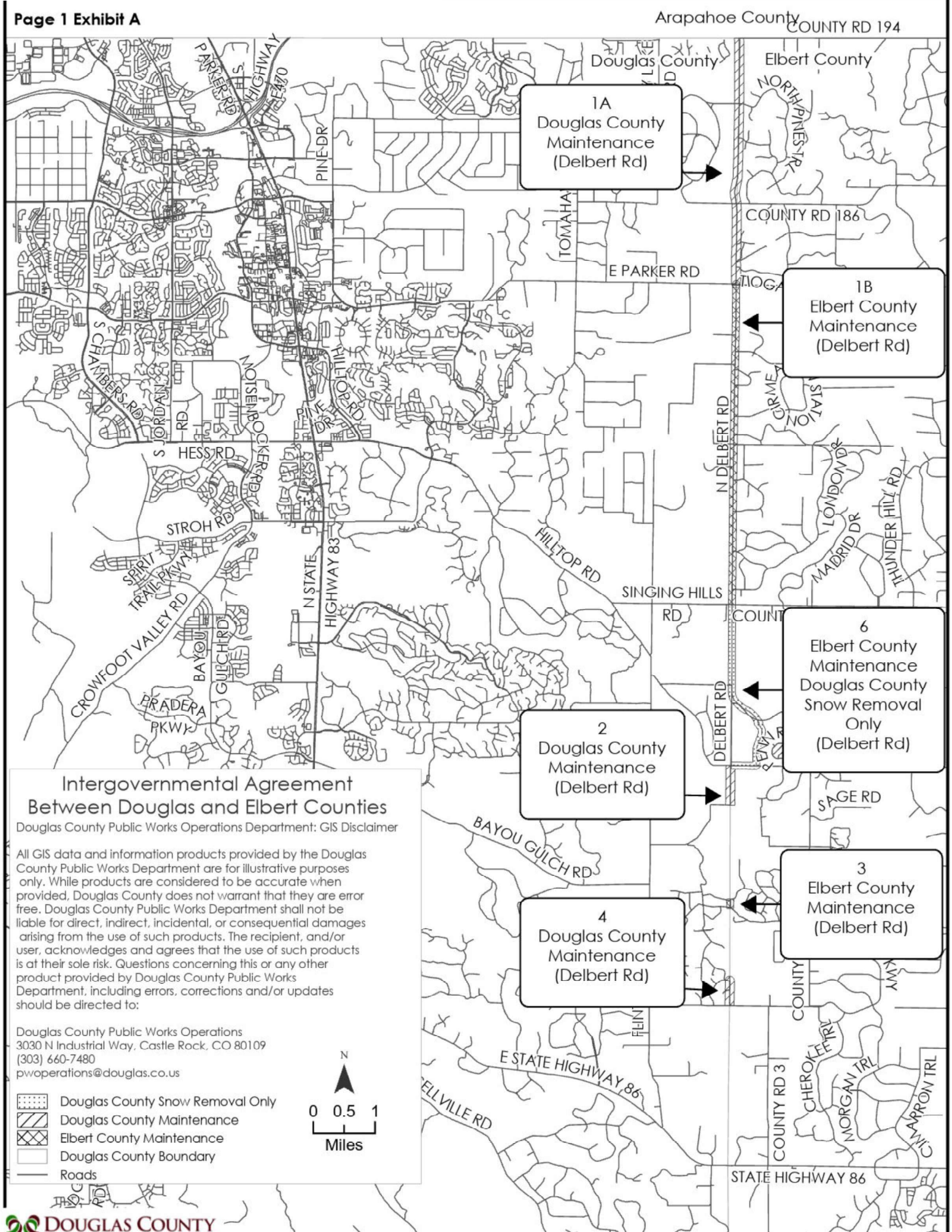
Christopher Pratt

~~XXXXXXXXXXXX~~

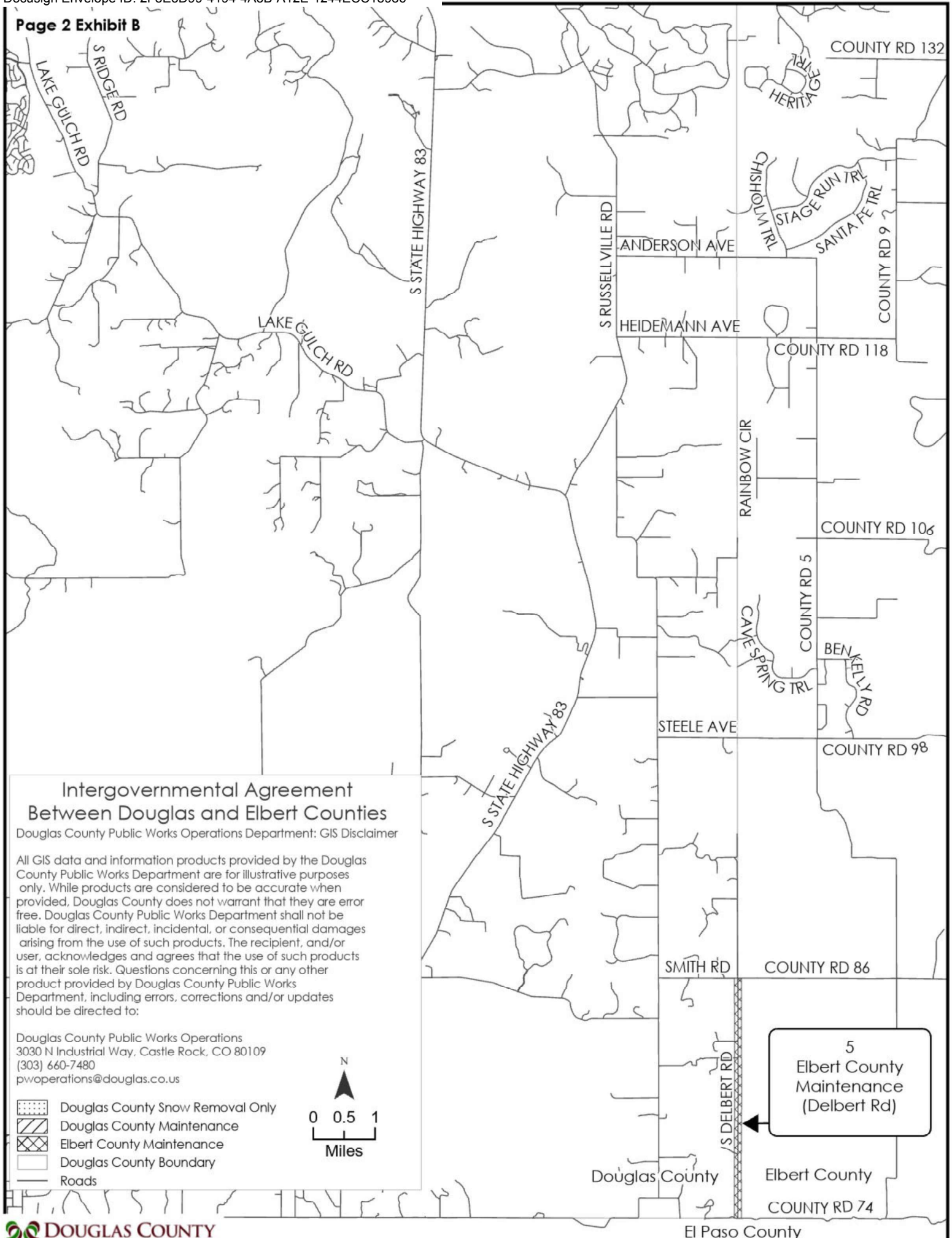
Senior Assistant County Attorney

Date: 10/24/2025

Page 1 Exhibit A



Page 2 Exhibit B



Intergovernmental Agreement Between Douglas and Elbert Counties

Douglas County Public Works Operations Department: GIS Disclaimer

All GIS data and information products provided by the Douglas County Public Works Department are for illustrative purposes only. While products are considered to be accurate when provided, Douglas County does not warrant that they are error free. Douglas County Public Works Department shall not be liable for direct, indirect, incidental, or consequential damages arising from the use of such products. The recipient, and/or user, acknowledges and agrees that the use of such products is at their sole risk. Questions concerning this or any other product provided by Douglas County Public Works Department, including errors, corrections and/or updates should be directed to:

Douglas County Public Works Operations
3030 N Industrial Way, Castle Rock, CO 80109
(303) 660-7480
pwoperations@douglas.co.us

- Douglas County Snow Removal Only
- Douglas County Maintenance
- Elbert County Maintenance
- Douglas County Boundary
- Roads



SINGING HILLS RD

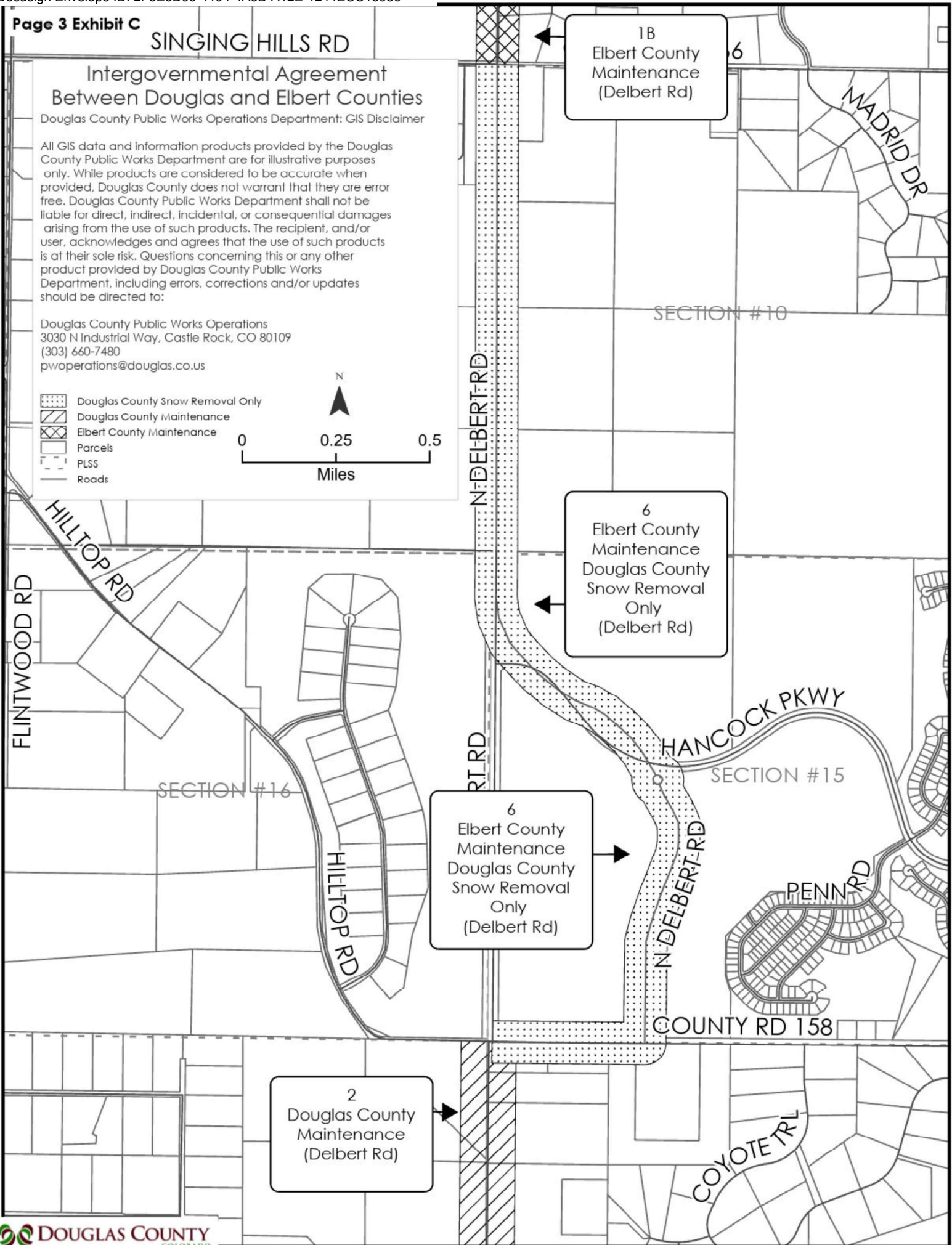
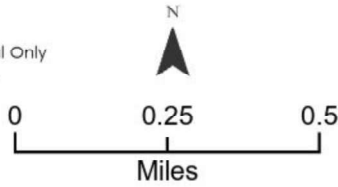
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Douglas County Public Works Operations
3030 N Industrial Way, Castle Rock, CO 80109
(303) 660-7480
pwoperations@douglas.co.us

-  Douglas County Snow Removal Only
-  Douglas County Maintenance
-  Elbert County Maintenance
-  Parcels
-  PLSS
-  Roads



Certificate Of Completion

Envelope Id: 2F8E3D99-4194-4A3B-A12E-1244ECC18986

Status: Completed

Subject: Complete with Docusign: DC - IGA - Elbert County.pdf, DC - IGA - Elbert County exhibit A.pdf, D...

Contract Type:

Tuition Reimbursement Application:

Source Envelope:

Document Pages: 11

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Amy Williams

AutoNav: Enabled

Stamps: 1

100 Third St.

Envelopeld Stamping: Enabled

Castle Rock, CO 80104

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

awilliam@douglas.co.us

IP Address: 67.135.162.252

Record Tracking

Status: Original

Holder: Amy Williams

Location: DocuSign

10/24/2025 10:58:43 AM

awilliam@douglas.co.us

Signer Events

Signature

Timestamp

Amy Williams

Completed

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awilliam@douglas.co.us

Viewed: 10/24/2025 11:22:08 AM

Paralegal

Signed: 10/24/2025 11:22:20 AM

Douglas County Colorado

Using IP Address: 67.135.162.252

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Christopher Pratt

DocuSigned by:
Christopher Pratt
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cpratt@douglas.co.us

Viewed: 10/24/2025 11:22:49 AM

Sr. Asst. Cty. Atty.

Signed: 10/24/2025 11:23:37 AM

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Signature Adoption: Pre-selected Style

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Craig Kronhart

Completed

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ckronhart@douglas.co.us

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Not Offered via Docusign

Christie Guthrie

Signed by:
Christie Guthrie
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Sent: 10/24/2025 11:52:38 AM

cguthrie@douglas.co.us

Viewed: 10/24/2025 12:04:21 PM

Finance Director

Signed: 10/24/2025 12:04:58 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: 67.135.162.252

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Amy Williams</p> <p>awilliam@douglas.co.us</p> <p>Paralegal</p> <p>Douglas County Colorado</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 67.135.162.252</p>	<p>Sent: 10/24/2025 1:09:25 PM</p> <p>Viewed: 10/24/2025 1:26:10 PM</p> <p>Signed: 10/28/2025 4:19:51 PM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Abe Laydon</p> <p>alaydon@douglas.co.us</p> <p>1-7207952734</p> <p>Douglas County Commissioners</p> <p>Douglas County Government</p> <p>Security Level: Email, SMS, Account Authentication (None)</p>	<p>Signed by:</p>  <p>2322EA9EBA95429...</p> <p>Signature Adoption: Uploaded Signature Image</p> <p>Signed by link sent to 1-7207952734</p> <p>Using IP Address: 12.125.23.222</p> <p>Signed using mobile</p>	<p>Sent: 10/28/2025 4:19:54 PM</p> <p>Resent: 10/30/2025 10:29:15 AM</p> <p>Viewed: 10/30/2025 7:00:53 PM</p> <p>Signed: 10/30/2025 7:01:02 PM</p>
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<p>Hayley Hall</p> <p>hhall@douglas.co.us</p> <p>Clerk to the Board</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by:</p>  <p>166E3E33F00249B...</p>  <p>Signature Adoption: Pre-selected Style</p> <p>Using IP Address: 67.135.162.252</p>	<p>Sent: 10/30/2025 7:01:05 PM</p> <p>Viewed: 10/31/2025 8:25:37 AM</p> <p>Signed: 10/31/2025 8:25:42 AM</p>
<p>Electronic Record and Signature Disclosure:</p> <p>Not Offered via DocuSign</p>		
<p>Amy Williams</p> <p>awilliam@douglas.co.us</p> <p>Paralegal</p> <p>Douglas County Colorado</p> <p>Security Level: Email, Account Authentication (None)</p>	<p>Completed</p> <p>Using IP Address: 67.135.162.224</p>	<p>Sent: 10/31/2025 8:25:44 AM</p> <p>Viewed: 10/31/2025 9:47:53 AM</p> <p>Signed: 10/31/2025 9:48:06 AM</p>
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	10/31/2025 9:48:06 AM
Completed	Security Checked	10/31/2025 9:48:09 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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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.