

SNOW REMOVAL INTERGOVERNMENTAL AGREEMENT
by and between
THE TOWN OF PARKER, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF DOUGLAS

THIS SNOW REMOVAL INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated this 14th day of May, 2024, by and between the Town of Parker, Colorado, (the “Town”) 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 29-1-202, C.R.S., the Town and the County may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Town and the County will benefit from maintenance activities that cross jurisdictional boundaries.

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

AGREEMENT

1. **COUNTY SERVICES**. The County shall perform snow removal services within the jurisdictional boundaries of the Town consistent with expectations as set forth in **Exhibit A**, attached hereto and incorporated herein.

A. The County shall perform snow removal on the roadways as depicted on the maps included in **Exhibit B**, attached hereto and incorporated herein. The County shall perform snow removal consistent with current County roadway maintenance and snow removal procedures and prioritization schedules.

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. **TOWN SERVICES**. The Town shall perform snow removal services on roads outside the jurisdictional boundaries of the Town consistent with expectations as set forth in Exhibit A.

A. The Town shall perform snow removal on the County roadway(s) as depicted on the maps included in Exhibit B. The Town shall perform snow removal consistent with current Town roadway maintenance and snow removal procedures and prioritization schedules.

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

3. **TERM OF AGREEMENT.** The term of this Agreement shall commence on May 1, 2024 (the “Effective Date”), and shall continue in full force and effect up to and including April 30, 2025. Thereafter, this Agreement shall automatically renew for additional, consecutive one (1) year periods unless either Party provides the other Party with its intention to not renew this Agreement. Any amendments or changes shall be agreed to in writing. Either Party may terminate this Agreement unilaterally, with or without cause, by giving the other Party thirty (30) days’ prior written notice of the termination.

4. **COST AND NON-APPROPRIATION.** Both parties agree to the terms of this Agreement without reimbursement or compensation, unless otherwise agreed to in writing. The obligations of the Parties to this Agreement are subject to annual appropriations. If funds for this Agreement are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Agreement, this Agreement shall automatically terminate on January 1st of the year for which funds were not appropriated by either Party. The Town and the County’s fiscal year is currently the calendar year. Each Party shall provide the other with notice if funds are not appropriated for this Agreement in subsequent years.

5. **SUBSEQUENT ANNEXATIONS.** In the event that the Town annexes additional property subsequent to the execution of this Agreement, both Parties shall continue with the terms of this Agreement, including the responsibilities as defined on Exhibit A, until such time as both Parties mutually agree to an amended document that incorporates the changes in jurisdictional boundaries. The County reserves the right to refuse to provide services to the annexed property.

6. **INDEPENDENT CONTRACTOR.** The Town and the County function as independent contractors, and nothing herein contained shall constitute or designate the employees of the Town or County as employees of the Town or the County.

7. **ADDITIONAL SERVICES.** In the event the Town or the County desire services in addition to the Services defined in this Agreement, the Town or the County 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.

8. **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.

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified in Exhibit A and as illustrated in **Exhibit B** and **Exhibits B-1 through B-11**, attached hereto and incorporated herein, 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 Town and the County.

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

11. **ASSIGNMENT.** The Town and 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 appropriate counterpart in this agreement. Any attempt by either of the Parties to assign this Agreement without such consent shall be null and void.

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:

Town:	Town of Parker Attn: Director of Engineering/Public Works 20120 E. Mainstreet Parker, CO 80138
With a copy to:	Town of Parker Attn: Town Attorney 20120 E. Mainstreet Parker, CO 80138
Douglas County:	Douglas County Public Works Operations Attn: Manager P.O. Box 1390 Castle Rock, CO 80109
With a copy to:	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.** The Parties hereto understand and agree that the Town and the County, 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 Town or the County. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for Towns and Counties, both the Town and the County agree that each will remain liable for its 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 Town, 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.

17. **EXECUTION BY COUNTERPARTS; ELECTRONIC SIGNATURES.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties approve the use of electronic signatures for execution of this Agreement. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. 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.

TOWN OF PARKER, COLORADO

By:


Jeff Toborg (Mar 13, 2024 13:08 MDT)

Jeff Toborg, Mayor

Date:

03/13/2024

ATTEST:


Chris Vanderpool
Chris Vanderpool (Mar 13, 2024 13:33 MDT)

Chris Vanderpool, Town Clerk

APPROVED AS TO FORM:


Jamie Wynn
Jamie Wynn (Mar 13, 2024 13:23 MDT)

Jamie Wynn, Interim Town Attorney



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

DocuSigned by:



E5CD14592431405...

By:

Geo. P. Teal

, Chair

DocuSigned by:



ATTEST:

DocuSigned by:

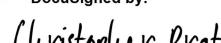
Hayley Hall
166E3E33F00249B...
Hayley Hall, Clerk to the Board

APPROVED AS TO CONTENT:

DocuSigned by:

Douglas J. DeBord
B5C95B8DCFB4AA...
Douglas J. DeBord, County Manager

APPROVED AS TO FORM:

DocuSigned by:

Christopher Pratt
573DD015549D4F7...
Chris Pratt, Senior County Attorney

APPROVED AS TO FISCAL CONTENT:

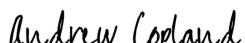
DocuSigned by:

Andrew Copland
80C333BC1187403...
Andrew Copland, Director of Finance

EXHIBIT A
SERVICES TO BE PROVIDED

Under this Agreement, the County and the Town shall provide the following services: Snow removal for the identified roadways within the County and the Town, as they existed as of May the Effective Date of this Agreement. Lanes and roads added after the Effective Date are not covered under this Agreement, unless provided for in an amendment to this Agreement executed by the Parties.

The services that the County and the Town will perform include and are limited to:

1. Snow removal; and
2. Chemical treatment for snow and/or ice (at the discretion of the Parties).

All work shall be consistent with the Parties' written snow removal procedures.

In its sole discretion, but consistent with the snow removal practice for urban arterial roadways set forth in their respective regulations and practices, the County and the Town will use a liquid deicing product and granular soluble deicing products where possible to avoid residue from sanding.

Sweeping of aggregate products is not part of this Agreement and may be performed by the Parties at their discretion.

Exhibit B

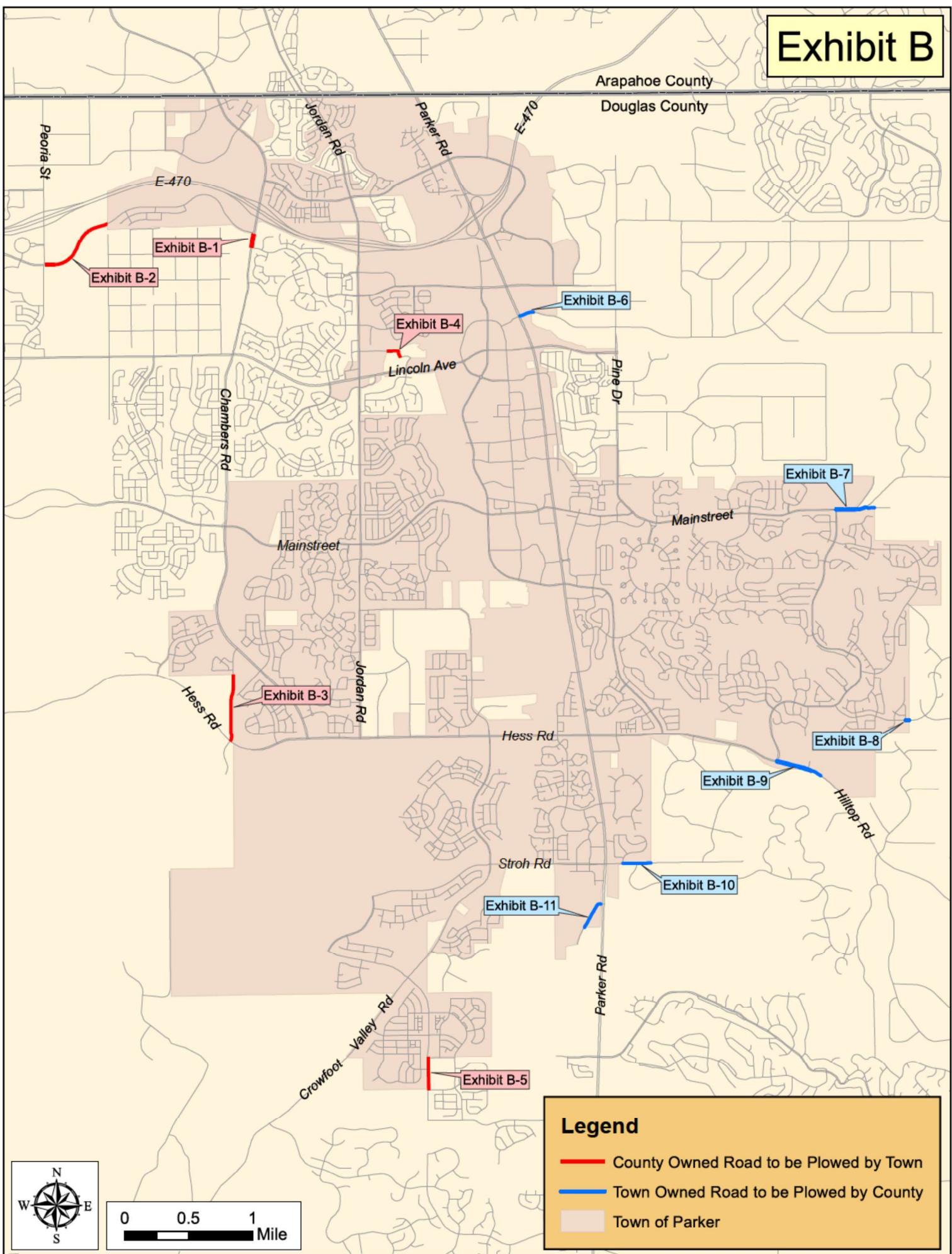


Exhibit B-1





Exhibit B-3



Exhibit B-4



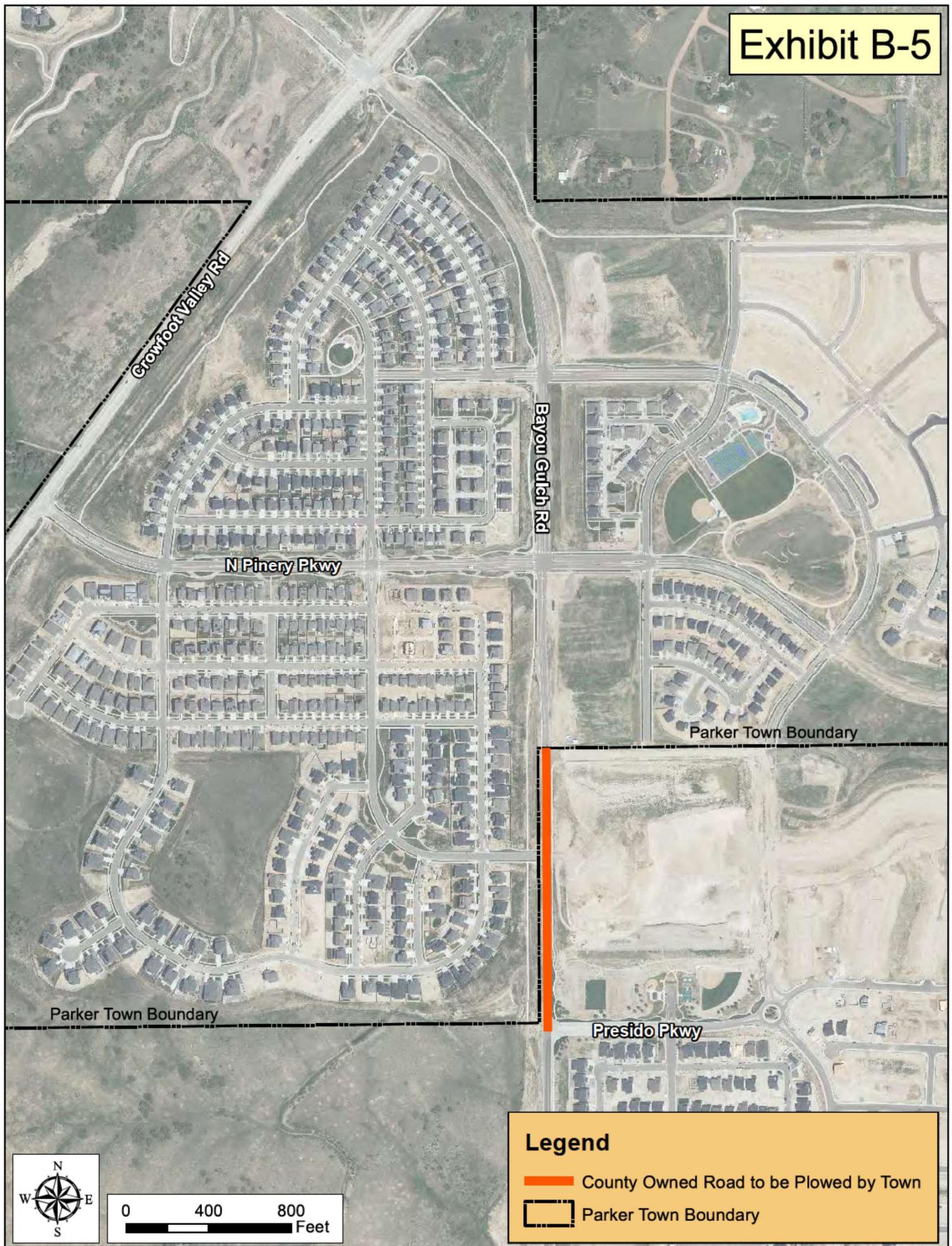


Exhibit B-6

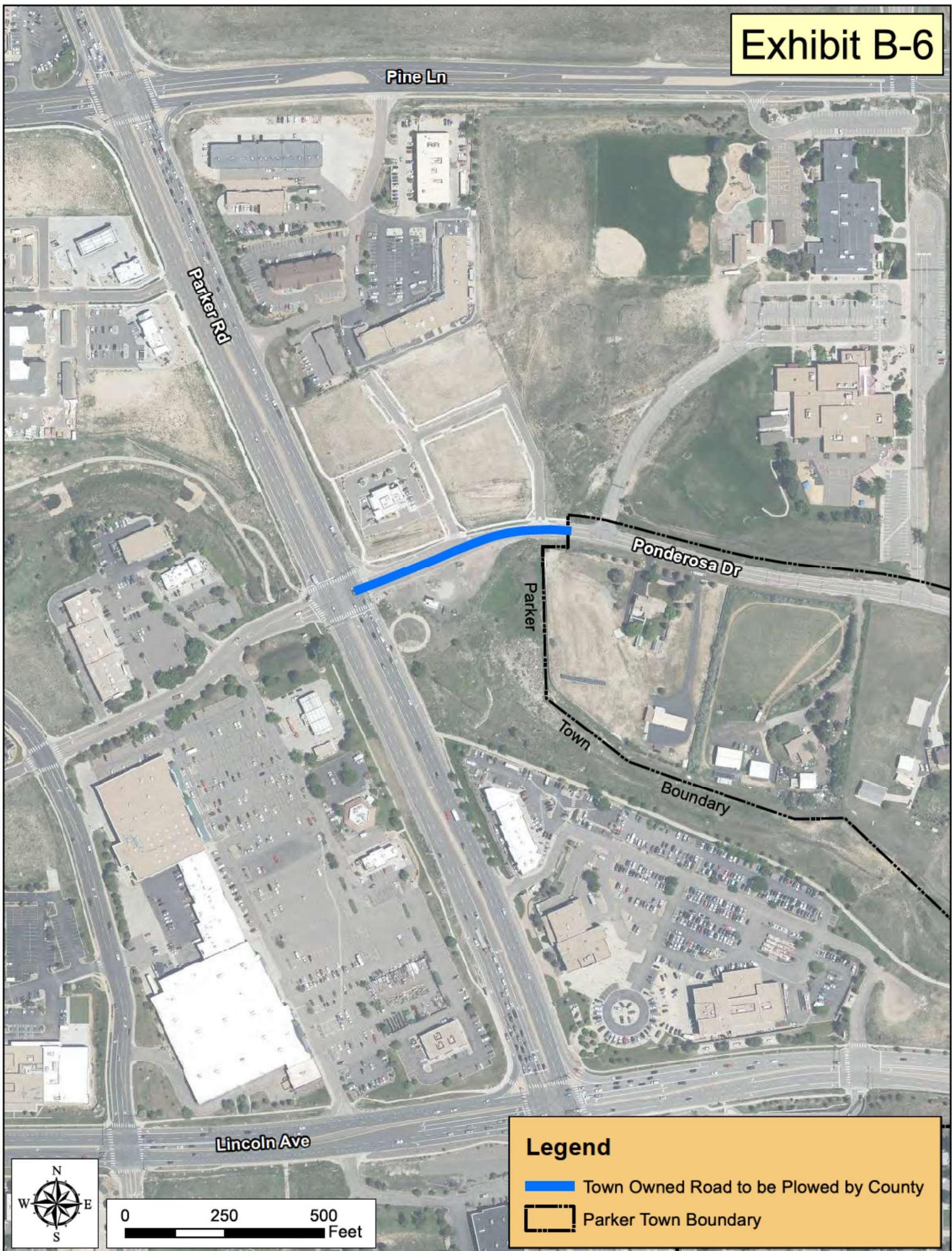


Exhibit B-7

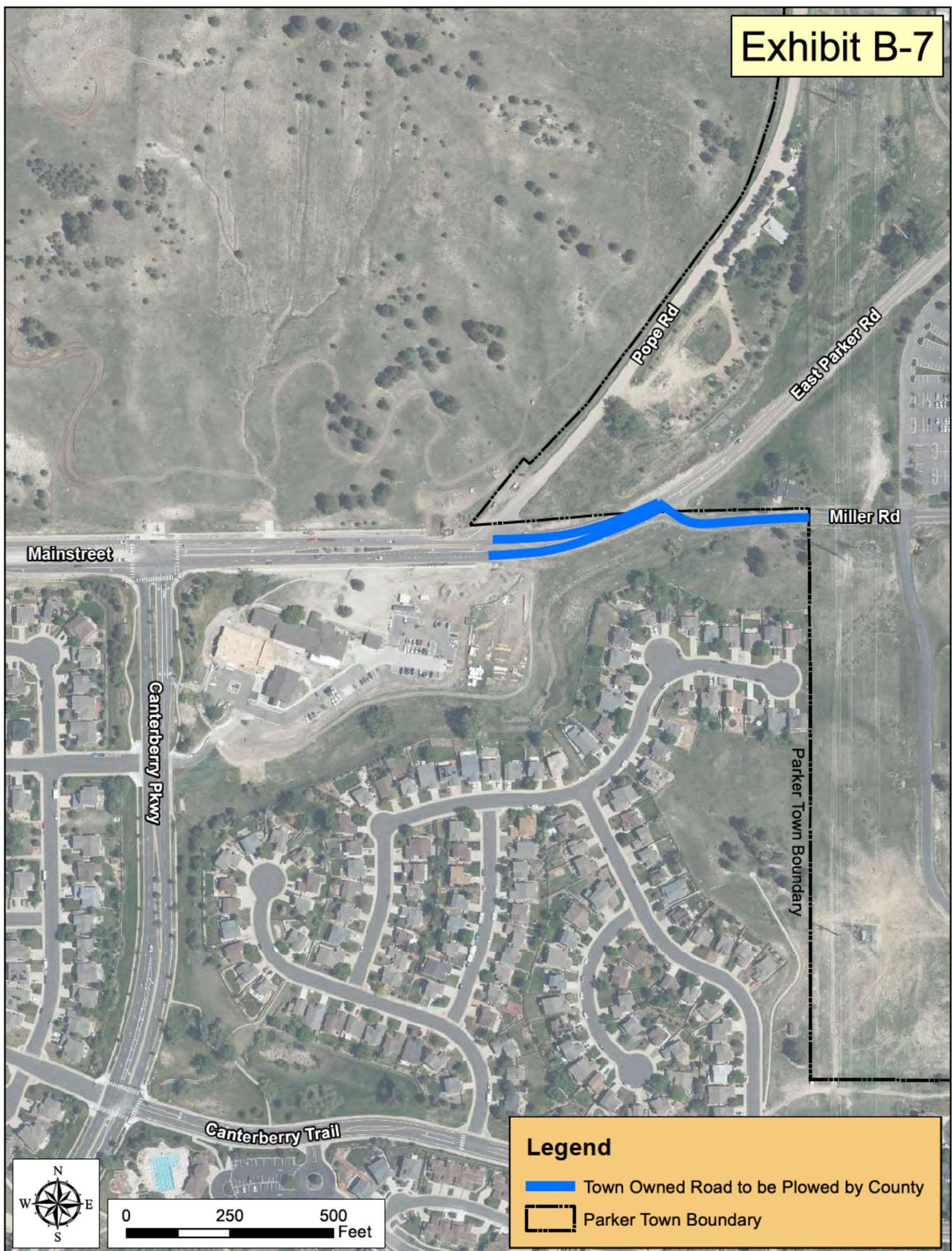


Exhibit B-8

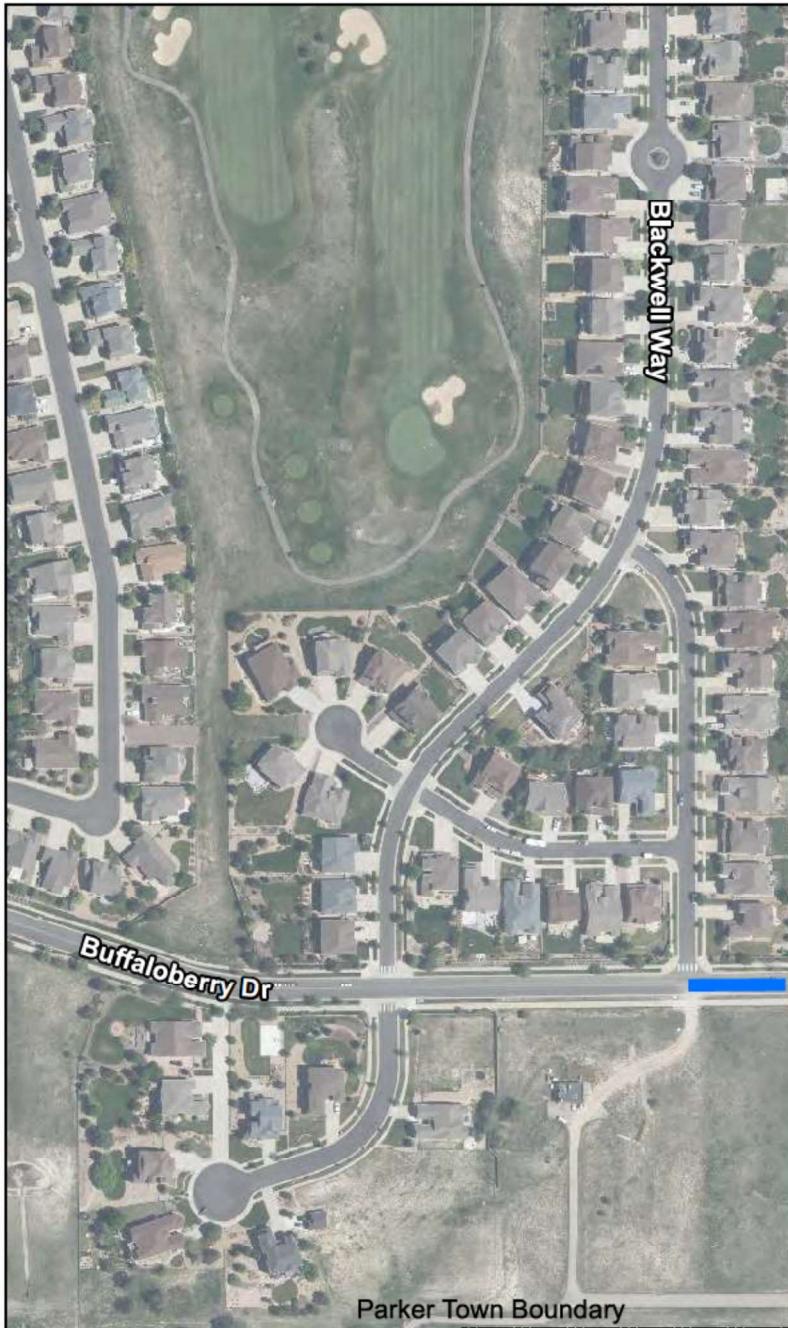


Exhibit B-9



Exhibit B-10

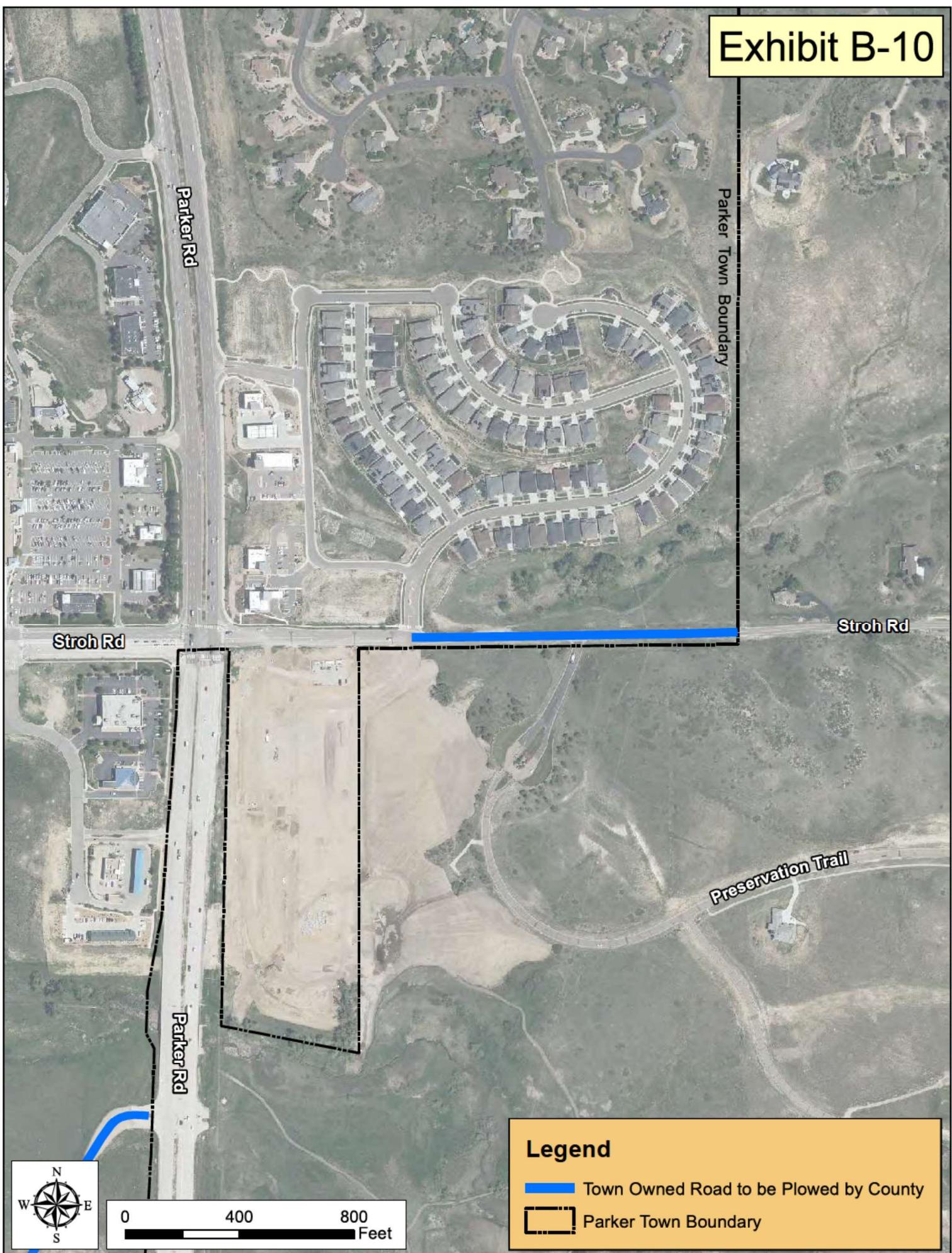


Exhibit B-11



DC Parker snow removal IGA_draft_2.16.2024_clean

Final Audit Report

2024-03-13

Created:	2024-03-12
By:	Chris Vanderpool (cvanderpool@parkeronline.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyPpOJKx3inmeo2cRVxFn85eFVHNot_dp

"DC Parker snow removal IGA_draft_2.16.2024_clean" History

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-  Document emailed to Jeff Toborg (jtoborg@parkerco.gov) for signature
2024-03-12 - 7:02:47 PM GMT
-  Email viewed by Jeff Toborg (jtoborg@parkerco.gov)
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Signature Date: 2024-03-12 - 7:08:02 PM GMT - Time Source: server- IP address: 38.143.241.39
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-  Document emailed to Chris Vanderpool (cvanderpool@parkerco.gov) for signature
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-  Document e-signed by Chris Vanderpool (cvanderpool@parkerco.gov)
Signature Date: 2024-03-13 - 7:33:42 PM GMT - Time Source: server- IP address: 68.71.86.148

 **Agreement completed.**

2024-03-13 - 7:33:42 PM GMT