

**INTERGOVERNMENTAL AGREEMENT**  
**by and between**  
**THE TWIN MESA METROPOLITAN DISTRICT**  
**and**  
**THE BOARD OF COUNTY COMMISSIONERS**  
**OF THE COUNTY OF DOUGLAS**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) dated this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Twin Mesa Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado, (the “District”) and the Board of County Commissioners of the County of Douglas (the “County”) (collectively, the “Parties”).

**RECITALS**

**WHEREAS**, the Parties are legally empowered under Section 29-1-201, et seq., C.R.S. to enter into this Agreement; and

**WHEREAS**, the District and the County will benefit from the County performing road maintenance and snow removal on a section of Twin Oaks Road and a section of Clarkes Circle owned by the District, as shown in Exhibit A;

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

1. **SERVICES**. The County shall perform road maintenance and snow removal on a section of Twin Oaks Road and a section of Clarkes Circle owned by the District, as shown in Exhibit A beginning on October 1, 2025, at the District’s expense.

A. The County shall perform only road maintenance and snow removal on the section of Twin Oaks Road and the section of Clarkes Circle owned by the District. The County shall perform the road maintenance and snow removal consistently with current County maintenance practices for rural gravel roads. Notwithstanding the foregoing, the County shall exercise its reasonable discretion to provide these 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, October 1, 2025, and shall continue in full force and effect up to and including September 30, 2026. The Agreement term will then automatically renew for another one year period unless otherwise agreed to in writing or otherwise terminated.

3. **COST**. The total cost of performing the Services for the term stated in section 2 herein is \$150.00. This amount shall be payable by the District to the County annually due on or before

October 1 of each calendar year. Either Party may terminate this agreement at any time, with or without cause, by giving the other party thirty (30) days' notice of its intent to so terminate. Either Party will provide the other a prorated share of the funding not used for any remainder of the term after the effective date of the termination (the District for any services provided but not paid for or the County for any services paid for but not used).

4. 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 District. 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 District desires services in addition to the Services defined in this Agreement, the District 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, and the notice of such failure to appropriate, budget, or otherwise make available being provided to the other on or before October 1 of the current term.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties hereto relating to the work specified 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 District 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 District. 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 District.

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:

**Twin Mesa Metropolitan District:**

Twin Mesa Metropolitan District  
c/o: Michael Davis, Esq.  
1151 Eagle Drive, Suite 366  
Loveland, CO 80537

**Douglas County:**

Director of Public Works  
Douglas County Public Works  
100 Third Street  
Castle Rock, CO 80104

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 District, 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 District. To the extent the CGIA imposes varying obligations or contains different waivers of immunity for Districts and Counties, both the District 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 District, 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 October 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.

**TWIN MESA METROPOLITAN DISTRICT**

By: \_\_\_\_\_  
Denny Ingram, President

**ATTEST:**

\_\_\_\_\_  
Krista Stettler, Treasurer

**BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF DOUGLAS**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
**ABE LAYDON , CHAIR** **Date**

\_\_\_\_\_  
**DOUGLAS J. DEBORD** **Date**  
**COUNTY MANAGER**

**ATTEST**

\_\_\_\_\_  
Deputy Clerk **Date**

**DEPARTMENT OF PUBLIC WORKS:**

\_\_\_\_\_  
**JANET HERMAN, P. E.** **Date**  
**Director of Public Works**

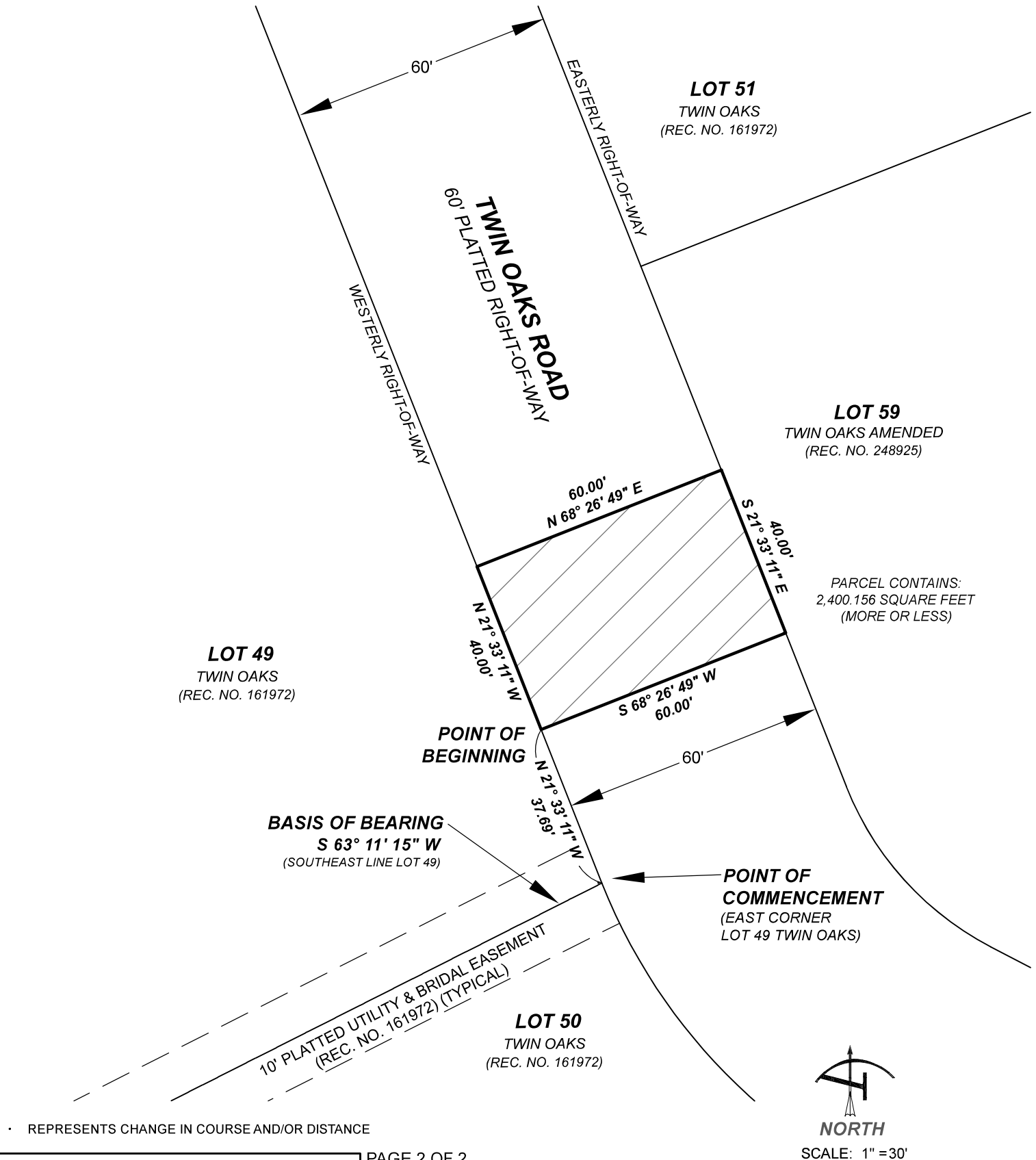
**APPROVED AS TO FISCAL CONTENT:    APPROVED AS TO LEGAL FORM:**

\_\_\_\_\_  
**ANDREW COPLAND** **Date**  
**Director of Finance**

\_\_\_\_\_  
**Chris Pratt** **Date**  
**Senior Assistant County Attorney**

# EXHIBIT A

TWIN OAKS ROAD RIGHT-OF-WAY, LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 21, TOWNSHIP 8 SOUTH, RANGE 67 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO



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PROJECT: 20161000114

DATE: JULY 2025

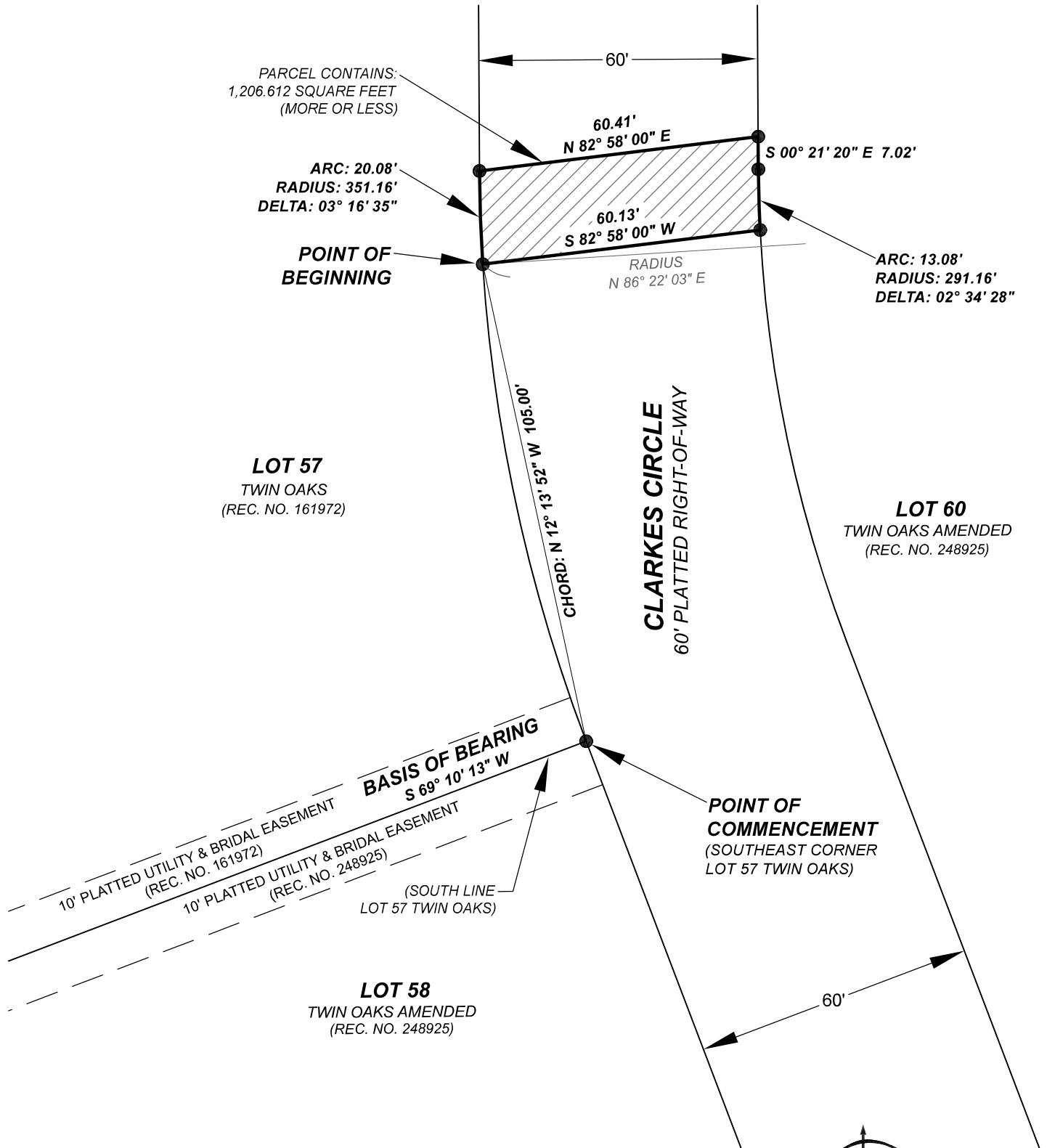
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS DOCUMENT WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS DOCUMENT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON PER STATE STATUTE 13-80-105(3)(a) C.R.S. THIS DOCUMENT DOES NOT REPRESENT A MONUMENTED LAND SURVEY.



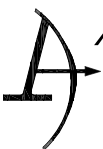
6300 East Hampden Avenue  
Unit C #358  
Denver, CO 80222  
720.384.5330  
arrowpointssurveying@gmail.com

# EXHIBIT A

LOT 57, TWIN OAKS, LOCATED IN THE NORTHWEST ONE-QUARTER OF SECTION 22, TOWNSHIP 8 SOUTH, RANGE 67 WEST  
OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF DOUGLAS, STATE OF COLORADO



● REPRESENTS CHANGE IN COURSE AND/OR DISTANCE



**Arrow Point**  
Surveying, Ltd.

6300 East Hampden Avenue  
Unit C #358  
Denver, CO 80222  
720.384.5330  
arrowpointsurveying@gmail.com

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SCALE: 1" = 30'