

**INTERGOVERNMENTAL AGREEMENT BETWEEN
HIGHLANDS RANCH METROPOLITAN DISTRICT AND THE BOARD OF
COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF
COLORADO, REGARDING FINANCIAL CONTRIBUTION FOR
US 85 LANDSCAPING REPAIRS,
DOUGLAS COUNTY PROJECT NO. CI 2022-021**

THIS INTERGOVERNMENTAL AGREEMENT REGARDING FINANCIAL CONTRIBUTION FOR US 85 LANDSCAPING REPAIRS, DOUGLAS COUNTY PROJECT NO. CI 2022-021 (“Agreement”) is made and entered into this ____ day of _____ 2026 (“Effective Date”), by and between the Highlands Ranch Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and the Board of County Commissioners of Douglas County, State of Colorado (the “County”), hereinafter individually referred to as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution, and Section 29-1-201, *et seq.*, Colorado Revised Statutes, authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, to economize taxpayer resources and avoid duplicative efforts, the District and the County desire to cooperate in restoring landscaping impacted by the recent Colorado Department of Transportation US 85 widening and reconstruction project, located between Highlands Ranch Parkway and County Line Road (the “Project”); and

WHEREAS, in accordance with the terms and conditions of this Agreement, the District will perform or cause to be performed the design, procurement, and installation of landscaping within the Project area and will be responsible for coordination and any necessary permits, approvals, or right-of-way access related to such work; and

WHEREAS, in accordance with the terms and conditions of this Agreement, the County agrees to contribute a lump sum of Sixty Thousand Dollars and No Cents (\$60,000.00) (“County Contribution”) toward the costs to restore the landscaping impacted by the Project, which landscaping will be installed and, following installation, owned and maintained by the District; and

WHEREAS, the Parties intend that the County Contribution is the County’s sole financial obligation for the landscaping restoration under this Agreement, and that any costs in excess of the County Contribution will be the responsibility of the District.

WHEREAS, the Parties desire to set forth their respective roles, responsibilities, and cost allocations for the landscaping restoration to facilitate timely completion consistent with applicable laws, regulations, and standards.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

1. **Acknowledgment and Incorporation of Recitals.** The foregoing recitals are hereby acknowledged by the Parties to be true and correct and are incorporated into this Agreement.

2. **Term.** This Agreement shall commence upon the Effective Date and shall continue until twelve (12) months following installation of the landscaping restoration plan developed and implemented by the District in association with the Project.

3. **Termination.** Either Party may terminate this Agreement for material breach uncured thirty (30) days after written notice and upon non-appropriation of funds by either Party pursuant to Paragraph 9.

4. **County's Responsibilities and Contribution.**

The Parties estimate the total cost to restore the landscaping impacted by the Project to be Sixty Thousand Dollars and No Cents (\$60,000.00).

The County shall pay the District a lump sum of Sixty Thousand Dollars and No Cents (\$60,000.00) (the "County Contribution"). Absent a written amendment to this Agreement executed by both Parties, the County shall have no obligation to pay the District any amount in excess of the County's Contribution.

The County supports the District's desire to add additional landscaping enhancements at the entrances to Highlands Ranch off US 85. The District may, in its discretion, include such enhancements in a single landscape contract, but the County shall have no financial responsibility for any enhancements or other costs beyond the County Contribution.

The County Contribution shall be payable to the District within forty-five (45) days after the County's receipt of an invoice from the District. The Parties anticipate a single invoice for the lump sum County Contribution.

5. **District's Responsibilities.**

The District shall plan, manage, and perform (or cause to be performed) all aspects of the landscaping restoration work to be installed and maintained by the District, including design, procurement, installation, scheduling and coordination of contractors and any required permits, approvals, and right-of-way access. The County Contribution shall be used solely by the District to restore landscaping impacted by the Project and shall not be used for any other purpose absent a written agreement of both Parties. The District is responsible for all costs in excess of the County Contribution. The landscaping will be installed and, following installation, owned and maintained by the District.

Upon execution of this Agreement, the District shall prepare and send an invoice for the County Contribution to the County via email to Ashley Pennick at APennick@douglas.co.us with a copy to Art Griffith at agriffit@douglas.co.us

6. **Time of Performance.** Upon execution of this Agreement by both Parties, the District shall diligently proceed with restoring the landscaping impacted by the Project and anticipates achieving substantial completion on or before **October 31, 2027**, subject to delays beyond the District's reasonable control, including weather, force majeure events, seasonal planting constraints, and material or labor availability.

7. **Remedies.** The Parties hereto acknowledge and agree that each Party may exercise all rights and remedies in law or in equity, by a decree in specific performance, or such other legal or equitable relief as may be available, including a return of the funds described in Section 3 of this Agreement if actual landscaping restoration does not commence by **May 1, 2027**, unless agreed to in writing by both Parties. This Section shall survive the termination or expiration of this Agreement.

8. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

District: Highlands Ranch Metropolitan
62 Plaza Drive
Highlands Ranch, Colorado 80129
Attention: Dirk Ambrose

Douglas County: Douglas County
100 Third Street
Castle Rock, Colorado 80104
Attention: Janet Herman
With an electronic copy sent to attorney@douglas.co.us

9. **Appropriation.** Pursuant to Section 29-1-110, C.R.S., any financial obligations of the District and the County contained herein that are payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available on an annual basis, which appropriations will be made in the sole discretion of each Party's Board of Directors.

10. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action necessary to carry out the intent of this Agreement.

11. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of

Douglas, State of Colorado and the Parties waive any right to remove any action to any other court, whether state or federal.

12. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout. Nothing in this Agreement shall be construed to create an agency, employment, joint venture, or partnership relationship between the Parties. No employee, officer, contractor, or representative of one Party is an agent, employee, officer, contractor, or representative of the other Party for any purpose. Neither Party has authority to bind the other or to incur obligations on the other's behalf, except as expressly provided in this Agreement. Each Party remains solely responsible for the direction, control, compensation, benefits, and taxes of its own employees and contractors.

13. **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 Parties, 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. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

14. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that the County, its commissioners, officials, officers, directors, agents and employees, and the District, its board 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, Sections 24-10-101 to 120, C.R.S., as from time to time amended, or otherwise available to the County and the District and their officers and employees.

15. **No Indemnification.** The Parties acknowledge that, as Colorado public entities, they are prohibited from agreeing to open-ended indemnification. Accordingly, no Party shall be required to indemnify, defend, or hold harmless the other Party in connection with this Agreement. Each Party shall be responsible for its own negligent or willful acts or omissions, and those of its officers, employees, agents, and contractors, to the extent permitted by law. Nothing in this Agreement shall be construed to create a duty or standard of care not otherwise existing at law.

16. **Confidentiality.** Notwithstanding any other provision contained in the Agreement, the Parties shall have no obligation to keep and maintain in confidence any document, including the Agreement, that is subject to disclosure under the Colorado Open Records Act, Part 2, Article 72, Title 24, C.R.S., as determined by each Party.

17. **Severability.** Should one or more sections of this Agreement be held or adjudged to be invalid, illegal, or unenforceable under applicable law, such provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the invalid, illegal, or unenforceable provision shall be

deemed severed from this Agreement, and the remaining provisions shall remain in full force and effect.

18. **Force Majeure.** Neither Party is liable for delay or failure to perform to the extent caused by events beyond its reasonable control that could not be avoided by reasonable diligence (including severe weather, flood, fire, labor shortages or strikes, utility outages, acts of government, or emergencies affecting public health or safety). The affected Party shall provide notice as soon as practicable (and in any event within three business days where feasible), implement reasonable mitigation, and resume performance promptly when the event ends.

19. **Assignment.** The benefits and obligations of this Agreement are personal to the Parties and may not be assigned or transferred without the express written approval of the Parties. Such approval may not be unreasonably withheld, but any unapproved assignment is void.

20. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, heirs, and assigns; provided, however, that nothing in this Paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

21. **Paragraph Captions.** The captions of the Paragraphs are set forth only for convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

22. **Enforcement.** This Agreement and the terms and provisions hereof may be enforced by either Party and their successors and assigns. In the event legal or administrative proceedings are brought against any Party for the purpose of such enforcement, each Party shall pay all their own costs associated therewith including, but not limited to, reasonable attorney's fees.

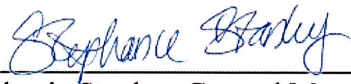
23. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations and agreements between the Parties hereto relating to the subject matter hereof and constitutes the entire agreement between the Parties concerning the subject matter hereof. This Agreement may not be amended, changed, or modified except by an amendment, in writing, signed by both Parties.

24. **Counterparts, Electronic Signatures, and Electronic Records.** This Agreement may be executed in multiple counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, Section 24-71.3-101, *et seq.*, C.R.S.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto as of the date first written above.

**HIGHLANDS RANCH
METROPOLITAN DISTRICT**
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: 
Stephanie Stanley, General Manager

ATTEST:

By: 
Janet Grovenor, Executive Administrative Assistant

Douglas County signatures to follow on next page

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

George Teal, Chair

ATTEST:

APPROVED AS TO CONTENT:

Hayley Hall,
Deputy Clerk to the Board

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

APPROVED AS TO FISCAL CONTENT:

Christopher Pratt,
Managing County Attorney

Christie Gutherie,
Director of Finance