

**INTERGOVERNMENTAL AGREEMENT BETWEEN
DOUGLAS COUNTY AND CITY OF AURORA
FOR AURORA WATER’S USE OF A
BIOCHAR FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the Effective Date (defined below), by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, STATE OF COLORADO**, (“County”) and the **CITY OF AURORA**, a Colorado home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora Water"). The County and Aurora Water may be referred to together as the “Parties” or individually as a “Party”.

RECITALS

WHEREAS, significant portions of land in and around Douglas County are categorized as high and highest risk for wildfire by the Colorado State County Wildfire Urban Interface Risk map; and

WHEREAS, regional forestry and wildfire mitigation professionals experience challenges disposing of liability biomass, which can delay thinning and removal projects and increase costs; and

WHEREAS, the County prioritizes community safety and wishes to take substantive action by providing a strategic and effective means of decreasing threats to life, property, health, water supply and air quality; and

WHEREAS, the County is establishing a biochar processing facility (“Facility”) to expedite and increase mitigation projects through the creation of a local outlet for disposal of surplus woody biomass; and

WHEREAS, Aurora Water, as part of its watershed health operations, supports forestry partners such as the United States Forest Service, Colorado State Forest Service, local fire districts, and nonprofits in forestry and fuels mitigation work to protect water quality and water infrastructure from the damaging effects of wildfire, and such vegetation management work results in cut branches and other surplus vegetative materials (“Biomass”); and

WHEREAS, the Parties would like to partner to dispose of surplus Biomass, and this IGA provides funds from Aurora Water to the County that will go toward purchasing equipment, starting, and maintaining the Facility; and

WHEREAS, Colorado law, C.R.S. § 29-1-201 *et seq.*, authorizes and encourages local governments to contract with one another to provide any function, service, or facility, including the sharing of costs.

NOW, THEREFORE, for and in consideration of the terms and conditions contained herein, the Parties agree as follows:

A. RECITALS. The recitals set forth above are hereby incorporated into this IGA.

B. PURPOSE. The purpose of this IGA is to memorialize Aurora Water's financial contribution in exchange for its ability to use the County's Facility to process Biomass.

C. TERM. The term of this IGA will be from the Effective Date through December 31st, 2026, at which time it will expire, unless terminated or extended by written agreement of the Parties in accordance with its terms.

D. RESPONSIBILITIES.

a. Aurora Water.

- i. Aurora Water agrees to pay the County \$100,000.00 within sixty (60) days of the Effective Date.

b. County.

- i. The County shall allow Aurora Water and its employees (including other City of Aurora department employees), agents, contractors (including subcontractors, if any) to transport, access and deposit Biomass at the Facility, at no additional cost to Aurora Water, except as provided in this IGA. Douglas County will accept material as space is available and reserves the right to decline acceptance of material when capacity does not exist.
- ii. The County agrees to spend or obligate funds provided by Aurora Water in the 2025 and 2026 calendar years. All of Aurora Water's contributed funds will be expended or obligated, to the extent possible, prior to this IGA's expiration. Use of Aurora Water's funds provided through this IGA may be initiated after the expiration of this IGA, with prior written approval from Aurora Water.

E. REPORTING REQUIREMENTS.

- a.** The Parties will engage in regular Project updates, at least once annually, and site visits as needed to assess the progress of the Facility.
- b.** County shall grant the Internal Auditor of the City of Aurora (or a duly authorized representative from the City of Aurora), until three (3) years after final payment under this IGA, access to and the right to examine any of County's directly pertinent

books, documents, papers, or other records involving transactions directly related to this IGA.

- F. EQUIPMENT.** Unless in writing signed by the Parties, all equipment purchased by the County with funds provided under this IGA for use in connection with the Facility shall be the property of the County, and shall be dedicated to providing services at the Facility while this IGA is in effect.
- G. COMPLIANCE WITH LAW, PERMITTING, RELEASE.** The County shall be solely responsible for compliance with all federal, state, and local laws, ordinances, rules and regulations or any other requirements of any governmental authority applicable to the Facility ("Applicable Law"). County shall be solely responsible for maintaining all permits required by Applicable Law to construct, operate or maintain the Facility. County shall release and forever discharge Aurora Water from all claims, demands, and liabilities of any nature, known or unknown, arising from or related to the County's operation of the Facility.
- H. NO JOINT VENTURE.** Nothing contained in this IGA shall be deemed or construed as creating a partnership or joint venture between the Parties. Any action taken by the Parties shall be deemed the actions of an independent contractor.
- I. LIABILITY, INSURANCE.** (a) Each party hereto agrees to be responsible for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent allowed by law. As institutions of the State of Colorado, neither Aurora Water nor County are authorized to indemnify any party, public or private, as against the claims and demands of third parties and any such indemnification provision shall be null and void.
- (b) Aurora Water and County each represent and warrant that each is self-insured in accordance with all applicable Colorado laws. Either Party may request a certificate from the other, demonstrating such self-insurance.
- J. NO WAIVER.** Nothing in this IGA will be construed or interpreted to limit or expand any jurisdiction or authority of either of the Parties, to waive any immunities, or to otherwise modify the legal rights of any person, to accomplish any state or federal law, or other applicable law, or to subject the Parties to any liability to which they would not otherwise be subject by law, including but not limited to immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to both Aurora Water and the County.
- K. TERMINATION.** Either Party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a Party from its obligations incurred prior to the termination date. Upon early termination of this Agreement by Aurora Water, except in the case of a material breach by the County, Aurora

Water shall pay all costs accrued by the County as of the date of termination including non-cancel able obligations for the term of this Agreement. The County shall exert its best efforts to limit or terminate any outstanding financial commitments for which Aurora Water is to be liable. The County shall furnish, within ninety (90) days of the effective termination, a final report of all costs incurred and all funds received and shall reimburse Aurora Water for payments which may have been advanced in excess of total costs incurred with no further obligations to Aurora Water.

L. THIRD-PARTY RIGHTS. The enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be for strictly reserved to the Parties only. There are no third-party rights created by this IGA and there are no third-party beneficiaries entitled to the benefits of this IGA.

M. NOTICE. Notices hereunder shall be made in writing to the following:

If to the County: Douglas County
 Dan Roberts
 100 Third Street
 Castle Rock, CO 80104
 drroberts@douglas.co.us

with copy to: Douglas County Attorney's Office
 100 Third Street
 Castle Rock, CO 80104
 Email: attorney@douglas.co.us

If to Aurora Water: Aurora Water
 26791 E Quincy Ave.
 Aurora, CO 80016
 Attn: General Manager

with a copy to: City Attorney's Office
 15151 East Alameda Parkway, Suite 5300
 Aurora, CO 80012-1555
 Attn: City Attorney

N. ENTIRE AGREEMENT. This IGA is binding and constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes any other prior agreements and understandings whether written or oral. This IGA may not be modified except by written agreement of the Parties.

O. ELECTRONIC SIGNATURES. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act (C.R.S. 24-71.3-101, *et seq.*) and

agree that either Party, in whole or in part, may execute this IGA using a digital image (including but not limited to PDF, JPEG, GIF file, DocuSign, SignNow or other e-signature software), and the same shall be deemed as a true and correct original.

P. ASSIGNMENT. Neither Party shall assign or transfer any of its rights or obligations hereunder without the prior written approval of the other Party.

Q. SOLE OBLIGATION OF UTILITY ENTERPRISE: This IGA shall never constitute a general obligation or other indebtedness of the City of Aurora ("the City"), or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City. In the event of a default by Aurora Water of any of its obligations under this IGA, County shall have no recourse for any amounts owed to it against any funds or revenues of the City except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of Aurora Water secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Agreement shall be construed as creating a lien upon any revenues of Aurora Water or the City.

R. EFFECTIVE DATE. The Effective Date of this IGA shall be the date it is signed by the Mayor of Aurora, below.

(Remainder of Page Intentionally Blank)

IN WITNESS WHEREOF, the Parties have executed this IGA as of the above date.

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

Douglas J. DeBord

County Manager

Date: _____

APPROVED AS TO LEGAL FORM:

Arielle J. Denis

Assistant County Attorney

Date: _____

APPROVED AS TO CONTENT:

Holly Carrell

Special Project Manager, Administration

Date: _____

City of Aurora, Colorado,
Acting by and through its
Utility Enterprise

Mike Coffman, Mayor

Date

Attest:

Kadee Rodriguez, City Clerk

Date

Approved as to form for Aurora:

Ian Best
Assistant City Attorney

Date

ACS #

STATE OF COLORADO
COUNTY OF ARAPAHOE

The foregoing was acknowledged before me this ____ day of _____, 2025, by
_____ as Mayor of the City of Aurora.

Notary's official signature