

**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
QUEBEC STREET MEDIAN IMPROVEMENTS, DOUGLAS COUNTY
PROJECT NO. CI 2025-001**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this ____ day of _____ 2025, 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 collectively referred to as 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, to economize taxpayer resources and minimize disruption to the travelling public, the District and the County desire to cooperate in managing the construction costs of median improvements on Quebec Street (the "Project"), as generally depicted on the attached **Exhibit A**; and

WHEREAS, in accordance with the terms and conditions stated in this Agreement, the County agrees to complete the Project on behalf of the District, as part of the County wide median curb and gutter repairs being undertaken by the County; and

WHEREAS, the District is willing to contribute the estimated cost for the construction of the Project to be added to the County's overall curb and gutter repairs.

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 execution by both Parties and shall continue until twelve (12) months following completion of construction of the **Project**.

3. **County's Responsibilities.**

The County has estimated the total construction costs for the Project to be One Hundred and Seventy Thousand Dollars (\$170,000.00), based on the limits shown in **Exhibit A** and the cost estimate in **Exhibit B**.

The County agrees to conduct and manage all aspects of the construction of the Project. The County will ensure that the District has access and the ability to inspect the construction as necessary to insure adequacy for the District's needs and compliance with the plans. Except as expressly provided in Section 4, below, the County shall only be responsible for paying the contractor all actual construction costs for the Project, but the County will provide any construction or contract documentation reasonably deemed necessary by the District to calculate actual costs.

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

The District agrees to pay to the County an amount not to exceed One Hundred and Seventy Thousand Dollars (\$170,000.00), hereinafter referred to as the "District's Contribution". Absent an express written amendment to this Agreement, the District will not be liable for paying the County any amount more than the District's Contribution.

The District's Contribution will be based on actual bid prices and construction contract award by the County and is payable to the County within thirty (30) days after the County has paid the County's sidewalk contractor for the project. The District's Contribution shall be used by the County for constructing the Project and will be used for no other purpose unless agreed to by both Parties in writing. If actual cost for the Project are less than the District Contribution, the difference will be returned to the District. If the actual costs exceed the District Contribution, the County and District will mutually agree on who will pay the additional costs or the County may terminate this Agreement refunding to the District any unused portion of the District Contribution.

5. **Time of Performance.** Upon execution of this Agreement by both Parties, the County shall diligently pursue construction of the Project. The County anticipates substantial completion by November 30, 2025.

6. **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 4 of this Agreement if actual construction of the Improvements does not commence by November 1, 2025, unless agreed to in writing by both Parties. This Section shall survive the termination of this Agreement.

7. **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: Forrest Dykstra, Manager of Engineering

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

8. **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.

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

10. **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.

11. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

12. **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.

13. **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., or otherwise available to the County and the District.

14. **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.

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

**BOARD OF COUNTY COMMISSIONERS
OF DOUGLAS COUNTY**

Abe Laydon, Chair

ATTEST:

Kristin Randlett
Deputy Clerk to the Board

APPROVED AS TO CONTENT:

Douglas J. DeBord,
County Manager

APPROVED AS TO FORM:

Christopher Pratt,
Assistant County Attorney

APPROVED AS TO FISCAL CONTENT:

Andrew Copeland,
Director of Finance