

**INTERGOVERNMENTAL AGREEMENT
FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RESIDENT USE OF
THE FOOTHILLS' RECREATION AMENITIES**

This Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of the Foothills' Recreation Amenities ("**Agreement**") is entered into by and between Roxborough Village Metropolitan District ("**RVMD**") and Foothills Park & Recreation District ("**Foothills**"). RVMD and Foothills are referred to collectively as the "**Parties**" or individually as a "**Party**".

WHEREAS, each Party is a political subdivision of the State of Colorado, organized pursuant to the Special District Act, C.R.S. § 32-1-101, *et seq.*, to provide park and recreation services to residents within, and to individuals passing through, their respective jurisdictions. The Parties are authorized pursuant to C.R.S. § 29-1-201, *et seq.* to cooperate and contract with one another to provide any lawfully authorized function, service, or facility; and

WHEREAS, in order to enhance each Party's provision of park and recreation services to its residents, and to promote mutually beneficial collaboration between the Parties, the Parties desire to cooperate with one another for the purpose of allowing RVMD residents to access Foothills' Recreation Amenities ("**Recreation Amenities**") on the terms and conditions provided herein.

NOW, THEREFORE, the Parties agree to allow RVMD residents to access the Recreation Amenities as follows:

1. **Use of Recreation Amenities.** Beginning on January 1, 2020, Foothills will allow RVMD residents to access the Recreation Amenities and recreation programs at the admission rates that Foothills otherwise charges for Foothills residents. Such rates may be amended from time to time in Foothills' sole discretion ("**Resident Rates**"). Individuals living within the boundaries of RVMD may pay the Recreation Amenities' daily general admission at the Residents' Rates ("**Daily Admission**"), or may purchase a Recreation Amenities seasonal, three month or annual pass at the Resident Rates ("**Multi-Visit Admission**"), or may participate in recreation programs or classes by paying the Resident Rates.

a. Daily Admission access will include the Recreation Amenities drop-in amenities and activities that Foothills otherwise grants to Foothills' residents who pay the daily general admission rate ("**Included Amenities**"), Multi-Visit Admission access will include the Included Amenities, as well as such additional amenities and activities as Foothills may determine ("**Multi-Visit Amenities**").

b. RVMD resident admission at the Resident Rates is exclusive to the Included Amenities and Multi-Visit Amenities, as applicable, at the Recreation Amenities.

2. **Photo I.D. Card.** In order to access the Recreation Amenities at the Resident Rates, RVMD residents must purchase a Foothills Photo I.D. Card on the same terms and conditions as Foothills otherwise provides for Foothills' residents. RVMD will provide Foothills

with a list of addresses within the RVMD Metropolitan District and RVMD residents wishing to purchase a Foothills Photo I.D. Card must provide proof of residency, in a form acceptable to Foothills. Foothills will allow RVMD residents to begin purchasing Photo I.D. Cards beginning January 1, 2020.

3. **Reimbursement to Foothills.** For each RVMD resident who accesses the Recreation Amenities at the Resident Rates, or participate in a program or class at the Resident Rates, RVMD will reimburse Foothills for the difference between the Resident Rates and the admission rates that Foothills otherwise charges for all non-Foothills residents ("Non-Resident Rates"), as such rates may be amended from time to time in Foothills' sole discretion ("**Rate Differences**"). Foothills shall invoice RVMD monthly for the Rate Differences attributable to the actual number of RVMD residents who accessed the Recreation Amenities in the preceding month, along with an accounting of such charges, and RVMD shall remit payment to Foothills within 45 calendar days of receiving an invoice. Invoices for the Rate Differences will be mailed to RVMD accountant: Clifton Larson Allen, Attn: Anna Jones, 8390 E. Crescent Parkway, Suite 500, Greenwood Village, Colorado 80111.

4. **Cap on Reimbursement Expenditures.** Notwithstanding the foregoing Section 3, RVMD's reimbursements to Foothills shall not exceed the amount of \$22,500.00 without prior approval by RVMD in the manner specified herein. When 2/3 of the amount of the cap on reimbursements (\$22,500.00) is reached, and as reflected on the monthly invoices provided by Foothills to RVMD, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the cap on reimbursements specified herein. Any such authorized increase by RVMD will be in increments of at least \$5,000.00. If RVMD does not authorize an increase in the cap on reimbursements, this Agreement shall terminate upon the amount of billed reimbursements reaching \$22,500.00. Any other termination hereunder shall be governed by Section 5.

5. **Effective Date.** This Agreement shall be effective as of the date the last Party signs this Agreement ("**Effective Date**").

6. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2020 ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one year periods ("**Renewal Term(s)**") on the same terms and conditions set forth herein. Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time during the Initial or any Renewal Term upon 30 calendar days prior written notice to the other Party ("**Notice Period**"). Foothills' obligation to invoice RVMD, and RVMD' obligation to reimburse Foothills, for the Rate Differences attributable to the actual number of RVMD' residents who access the Recreation Amenities during the Notice Period shall survive such termination and be subject to the terms of this Agreement.

7. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their directors, officers, and employees/ volunteers under federal or state constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

8. **Notice.** Whenever under this Agreement one Party is required to give notice to the other Party, such notice shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows:

RVMD:

Roxborough Village Metropolitan District
Attn: Anna Jones, Public Manager
8390 E. Crescent Parkway, Suite 500
Greenwood Village, Colorado 80111

Foothills:

Foothills Park & Recreation District
Attn: Executive Director
6612 S. Ward Street
Littleton, Colorado 80127

If notice is provided by certified/registered mail, it shall be deemed given 72 hours after the date and time it is placed in the mail.

9. **Non-Appropriation.** All direct and indirect financial obligations of a Party under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If a Party's governing body fails to appropriate funds for that Party's obligations under this Agreement for a calendar year, this Agreement shall terminate immediately, and no Party shall have any further obligation under this Agreement. No provision of this Agreement shall be construed or interpreted (a) to directly or indirectly obligate a Party to make any payment in any fiscal year in excess of amounts appropriated for such fiscal year; (b) as creating a debt or multiple fiscal year direct or indirect debt or other financial obligation whatsoever of a Party within the meaning of Article XI, Section 6 or Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory limitation or provision; or (c) as a delegation of governmental powers by a Party.

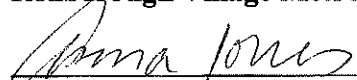
10. **No Third Party Beneficiaries.** This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement, expressly including enforcement of any of the terms and conditions of this Agreement; all rights of action relating to such enforcement shall be strictly reserved to the Parties.

11. **Relationship of the Parties.** By entering into this Agreement, the Parties are not creating, and shall not be construed as creating, a joint venture, partnership, authority, or any other type of relationship between the Parties, and each Party shall remain a separate and distinct entity for all purposes under this Agreement.

12. **Additional Terms.** Colorado law governs this Agreement. Exclusive jurisdiction and venue of any proceeding concerning this Agreement shall be in the Jefferson County District Court. This Agreement constitutes the entire agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. Other than amendments to the Resident Rates and Non-Resident Rates as provided in Paragraphs 1 and 3 above, this Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not effect an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement is not assignable. In any dispute arising from or relating

to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award. This Agreement may be executed in several counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.


Roxborough Village Metropolitan District



Anna Jones, Public Manager

Date: 2/10/20

Foothills Park & Recreation District



Ronald Hopp, Executive Director

Date: 2/6/2020

EXHIBIT A

**Foothills Park & Recreation District
Recreation Amenities**

Included Amenities:

Peak Community & Wellness Center
6612 S Ward Street, Littleton CO

Lilley Gulch Recreation Center
6147 S Holland Way, Littleton CO

Deer Creek Pool
8637 S Garrison Street, Littleton CO

Weaver Hollow Pool
12750 W Stanford Ave., Littleton CO

Meadows Golf Course
7007 Meadows Golf Club Drive, Littleton CO

Edge Ice Arena
6623 S. Ward Street, Littleton, CO

Ridge Recreation Center
6613 S Ward Street, Littleton CO

Columbine West Pool
7046 S Webster Street, Littleton CO

Sixth Avenue West Pool
400 Holman Way, Littleton CO

Foothills Golf Course
3901 S Carr Street, Denver CO