

**INTERGOVERNMENTAL AGREEMENT
FOR ROXBOROUGH VILLAGE METROPOLITAN DISTRICT RESIDENT USE OF
FOOTHILLS PARK AND RECREATION DISTRICT'S RECREATION AMENITIES**

This *Intergovernmental Agreement for Roxborough Village Metropolitan District Resident Use of Foothills Park and Recreation District's Recreation Amenities* ("**Agreement**"), effective as of January 1, 2024 ("**Effective Date**"), is entered into by and between Roxborough Village Metropolitan District ("**RVMD**") and Foothills Park and 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 set forth in the attached **Exhibit A** ("**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, 2024, Foothills will allow RVMD residents to access the Recreation Amenities and recreation programs at the admission rates that Foothills otherwise charges for Foothills residents, as such rates may be amended from time-to-time in Foothills' sole discretion ("**Resident Rates**"), without the need for this Agreement to be amended. Foothills shall provide RVMD with notice of its changes to the Resident Rates. The RVMD residents may pay the daily general admission for the Recreation Amenities at the Resident Rates ("**Daily Admission**"), purchase a Recreation Amenities multi-visit card at the Resident Rates ("**Multi-Visit Admission**"), or 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 facilities identified on Exhibit A.

2. **Photo I.D. Card.** To access the Recreation Amenities at the Resident Rates, RVMD residents must obtain a Foothills Photo I.D. Card on the same terms and conditions as

Foothills otherwise provides for Foothills' residents. No less than annually, RVMD will provide Foothills with a list of addresses within RVMD. RVMD residents wishing to obtain a Foothills Photo I.D must provide proof of residency in a form acceptable to Foothills. Foothills will allow RVMD residents to begin obtaining Photo I.D. Cards on January 1, 2024. On an annual basis, upon request from RVMD, Foothills will provide a full list of individuals set up in the Foothills system as RVMD residents. If RVMD identifies individuals on the list who are no longer RVMD residents, Foothills agrees to update the identified individuals in the Foothills system to remove RVMD resident status.

3. **Term and Termination.** The initial term of this Agreement shall commence on the Effective Date and continue through December 31, 2024 ("**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one-year periods (each a "**Renewal Term**") on the same terms and conditions set forth herein, unless:

a. At least 30 calendar days before the end of the Initial Term or any then-applicable Renewal Term a Party provides the other Party with written notice of non-renewal. Each Party's obligations under this Agreement shall continue to the end of the year in which the notice of non-renewal is given; or,

b. This Agreement is terminated pursuant to Section 8 below.

4. **Reimbursement to Foothills.** For each RVMD resident who accesses the Recreation Amenities at the Resident Rates or participates 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 non-Foothills residents, 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 or participated in a program or class 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.

5. **Cap on Reimbursement Expenditures.** Notwithstanding the foregoing Section 4, RVMD's reimbursements to Foothills shall not exceed \$40,000.00 annually ("**Annual Reimbursement Cap**"), unless at the beginning of a Renewal Term the Parties mutually agree in writing to adjust the Annual Reimbursement Cap. Any new Annual Reimbursement Cap shall apply to all subsequent Renewal Terms until this Agreement terminates or the Parties mutually agree in writing to adjust it. When a Foothills monthly invoice shows that 2/3 of the amount of the then-applicable Annual Reimbursement Cap is reached, RVMD will advise Foothills in writing within 45 calendar days of such invoice as to whether RVMD will increase the then-applicable Annual Reimbursement Cap for the balance of that calendar year. Any such RVMD authorized increase will be in increments of at least \$5,000.00. Any RVMD authorized increase in the Annual Reimbursement Cap shall only apply to the Renewal Term in which the increase is authorized. The Annual Reimbursement Cap for the next Renewal Term shall return to the Annual Reimbursement Cap initially approved for the Renewal Term in which the temporary increase occurred unless the Parties mutually agree to a different Annual Reimbursement Cap for the next Renewal Term. If RVMD does not authorize an increase in the then-applicable Annual

Reimbursement Cap, Foothills shall cease providing the Recreation Amenities to the RVMD residents at Resident Rates once the amount of the billed reimbursements reach the then-applicable Annual Reimbursement Cap.

6. **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.*

7. **Notice.** Any notice required or permitted under this Agreement shall be given by personal delivery or certified/registered mail, postage prepaid, and addressed as follows:

RVMD:

Roxborough Village Metropolitan District
Attn: District Manager
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Foothills:

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

Either Party may change the address for receiving notice by giving the other Party the changed address in accordance with this Section 7. If notice is provided by certified/registered mail, it shall be deemed given three business days after it is placed in the mail or upon receipt, whichever occurs first.

8. **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 neither 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. A non-appropriating Party will provide 30-days prior written notice to the other Party of the impending non-appropriation; provided, however, that a Party's failure to provide such notice shall not in any manner affect that Party's right to terminate this Agreement through non-appropriation.

9. **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 is strictly reserved to the Parties.

10. **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.

11. **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 supersedes and replaces all prior intergovernmental agreements between the Parties relating to the subject matter herein, and all contemporaneous conversations, negotiations, possible alleged alternative agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein. Except for adjustments to the Resident Rates and the Reimbursement Cap, this Agreement may be amended only by a document signed by the Parties. Course of dealing, no matter how long, shall not constitute 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 the reasonable attorneys' fees, costs, and expenses incurred in any appellate action and in collecting or executing upon any judgment, order, or award. This Agreement may be executed in counterparts and by facsimile or electronically by PDF, each of which shall be deemed an original and together shall constitute one valid and binding instrument.

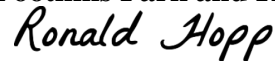
Roxborough Village Metropolitan District



Mark Rubic, Board President

Date: 07 / 18 / 2024

Foothills Park and Recreation District



Ronald Hopp, Executive Director

Date: 07 / 17 / 2024

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