

INTERGOVERNMENTAL AGREEMENT

BETWEEN VENTANA METROPOLITAN DISTRICT AND THE CITY OF FOUNTAIN

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”), is made and entered into effective this ____ day of _____, 2023, by and between the CITY OF FOUNTAIN, COLORADO, a Colorado Home Rule municipal corporation (“City”), and the Ventana Metropolitan District (“District”). The City and the District are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

- A. The above entities are both political subdivisions of the State of Colorado formed pursuant to the Colorado Revised Statutes.
- B. The boundaries of the District are within the city limits of the City of Fountain and the City of Fountain is the approving authority for the approved Service Plan of the District.
- C. The primary responsibility of the District is to design, construct, finance, and maintain certain public improvements within the District.
- D. Tract A in Filing 6 is an open space dedicated to and owned by the City of Fountain (“Open Space”). See Exhibit A, attached hereto and incorporated herein, for the approximate map and legal description of the Open Space.
- E. The District is agreeing to maintain a portion of the Open Space, which portion is shown in Exhibit B, attached hereto and incorporated herein.
- F. The Parties desire to enter into this Agreement to facilitate the maintenance of the Open Space.
- G. Pursuant to the Colorado Constitution, Article XIV, Section 18(2)(a) and Section 29-1-203, C.R.S., governmental entities may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each, and any such contract may provide for the sharing of costs.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals: The Recitals are incorporated as if fully set forth herein.
2. Services: The District agrees to provide, at no cost to the City, vegetation control services (“Services”) in a reasonable manner to the portion of the Open Space from the back of the residential properties up to the walking trail with the City maintaining the balance of the Open Space as reflected in Exhibit B.

These Services may include, but are not limited to, weeding, mowing, application of pesticides and/or other chemicals.

The District is responsible for the quality, skill and care exercised in its performance of these Services. The District does not provide any warranties, implied or otherwise, associated with these Services.

3. Relationship: Nothing in this Agreement shall be deemed to constitute the District as an employee, partner, agent, or legal representative of the City, or to create any fiduciary relationship between the Parties. The District shall have no power or authority to incur any debt, obligation or liability on behalf of the City.
4. Governmental Immunity: The Parties agree that the City is neither responsible for nor liable for any claims, losses, damages, or expenses occurring in connection with the District's performance of these Services or caused by the negligent acts, errors, omissions, or any other conduct or acts of the District in performing these Services.

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to any of the Parties, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Parties, including but not limited to governmental immunity afforded or available to the Parties pursuant to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-10, et seq.

5. Termination: Either Party may terminate these Services at their discretion, otherwise to be presumed renewed annually.
6. Notices: All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, as follows:

TO THE CITY:

CITY OF FOUNTAIN

Attn: Gordy McCormick, Parks and Recreation Manager
116 S. Main Street
Fountain, CO 80817
Email: emccormick@fountaincolorado.org

TO THE DISTRICT:

Ventana Metropolitan District
Attn: Rebecca Hardekopf
614 N. Tejon St.
Colorado Springs, CO 80903
Email: rebecca.h@wsdistricts.co

The addresses for notices may be changed by written notice given to the other Party in the manner provided above. Notice may also be sent via e-mail delivery and shall be effective upon confirmation of receipt of the email.

7. No Third-Party Beneficiaries: This Agreement is intended to describe the rights and responsibilities of and between the Parties hereto and is not intended to, and will not be deemed to, confer rights upon or to benefit any persons or entities not signatories hereto, nor to limit, impair, or enlarge in any way the powers, regulatory authority, or responsibilities of any Party.
8. Amendment: This Agreement may not be amended or modified except by a subsequent written instrument signed by both Parties.
9. No Assignment: Neither Party may assign this Agreement and or any rights and obligations hereunder without the prior written consent of the other Party.
10. Severability. If any part, term or provision of this Agreement is declared unlawful or unenforceable, the remainder of this Agreement shall remain in full force and effect.
11. Waiver. No consent or waiver, express or implied, by a Party to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by the non-defaulting Party. Failure on the part of any Party to complain of any act or failure to act or to declare any other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder.
12. Applicable Law and Venue. This Agreement shall be construed according to the laws of the State of Colorado. Venue for any claim, proceeding or action arising out of this Agreement shall be in El Paso County, State of Colorado. In the event of any litigation, mediation, or other dispute resolution process arising out of this Agreement, the Parties agree that each is responsible for their own costs and fees, including attorney fees, associated with any such action.
13. Entire Agreement. The provisions of this Agreement represent the entire and integrated agreement between the City and the District and supersede all prior negotiations, representations and agreements, whether written or oral.
14. No Presumption. Each Party acknowledges that it has carefully read and reviewed the terms of this Agreement, and that the entry into and execution of this Agreement is of its own free and voluntary act and deed, without compulsion. The Parties agree that this Agreement reflects the joint drafting efforts of all Parties and in the event of any dispute, disagreement or controversy arising from this agreement, the Parties shall be considered joint authors and no provision shall be interpreted against any Party because of authorship.
15. Authority. Each person executing this Agreement represents and warrants that he or she has been duly authorized by the party which he or she purports to represent to execute this

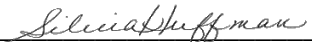
Agreement, and has authority to bind said party to the terms and conditions of this Agreement.


16. Execution and Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute the entire agreement of Parties. Signature pages may be removed from any counterpart and attached to another counterpart to constitute a single document.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.


CITY OF FOUNTAIN, COLORADO

ATTEST:

By: 
Silvia Huffman, City Clerk

By: 
Sharon Thompson, Mayor

VENTANA METROPOLITAN DISTRICT

By: 
[Eric Farrar \(Jul 7, 2023 23:36 MDT\)](#)

Name: Eric J. Farrar

Title: President

Date: Jul 7, 2023

ATTEST:

By: 
[Mike Laurencelle \(Jul 14, 2023 11:03 MDT\)](#)

Date: Jul 14, 2023










2023 IGA Between Ventana Metropolitan District and Fountain (003)

Final Audit Report

2023-07-14

Created:	2023-07-07
By:	Heather Smith (heather.s@wsdistricts.co)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQvhGOaBJZ-K9QYwhas9HeqzpPcSPpsUX

"2023 IGA Between Ventana Metropolitan District and Fountain (003)" History

-  Document created by Heather Smith (heather.s@wsdistricts.co)
2023-07-07 - 6:12:39 PM GMT
-  Document emailed to Eric Farrar (ejfarrar@gmail.com) for signature
2023-07-07 - 6:13:32 PM GMT
-  Email viewed by Eric Farrar (ejfarrar@gmail.com)
2023-07-08 - 5:36:06 AM GMT
-  Document e-signed by Eric Farrar (ejfarrar@gmail.com)
Signature Date: 2023-07-08 - 5:36:49 AM GMT - Time Source: server
-  Document emailed to mjl53@msn.com for signature
2023-07-08 - 5:36:50 AM GMT
-  Email viewed by mjl53@msn.com
2023-07-14 - 5:01:58 PM GMT
-  Signer mjl53@msn.com entered name at signing as Mike Laurencelle
2023-07-14 - 5:03:43 PM GMT
-  Document e-signed by Mike Laurencelle (mjl53@msn.com)
Signature Date: 2023-07-14 - 5:03:45 PM GMT - Time Source: server
-  Agreement completed.
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7B 3 2023 IGA Between Ventana Metropolitan District and Fountain (003) - RES 23-029

Final Audit Report


2023-07-27

Created:	2023-07-26
By:	Joney Carneal (jcarneal@fountaincolorado.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGVkomhdgL_66QLeHIRimgwsuZPrkgDX5

"7B 3 2023 IGA Between Ventana Metropolitan District and Fountain (003) - RES 23-029" History

 Document created by Joney Carneal (jcarneal@fountaincolorado.org)


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 Document emailed to sthompson@fountaincolorado.org for signature

2023-07-26 - 9:49:31 PM GMT

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2023-07-27 - 3:04:24 PM GMT- IP address: 63.230.72.157

 Signer sthompson@fountaincolorado.org entered name at signing as Sharon Thompson

2023-07-27 - 3:06:36 PM GMT- IP address: 63.230.72.157

 Document e-signed by Sharon Thompson (sthompson@fountaincolorado.org)

Signature Date: 2023-07-27 - 3:06:38 PM GMT - Time Source: server- IP address: 63.230.72.157

 Document emailed to Silvia Huffman (silvia@fountaincolorado.org) for signature

2023-07-27 - 3:06:41 PM GMT

 Email viewed by Silvia Huffman (silvia@fountaincolorado.org)

2023-07-27 - 3:29:35 PM GMT- IP address: 104.47.65.254

 Document e-signed by Silvia Huffman (silvia@fountaincolorado.org)

Signature Date: 2023-07-27 - 3:29:54 PM GMT - Time Source: server- IP address: 206.168.152.2

 Agreement completed.

2023-07-27 - 3:29:54 PM GMT