

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ROXBOROUGH VILLAGE METROPOLITAN DISTRICT
AND THE DOUGLAS COUNTY SCHOOL DISTRICT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”) is by and between the Roxborough Village Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (“RVMD”), and the Douglas County School District RE-1 (“DCSD”), hereinafter referred to jointly as the Parties (“Parties”); and

WHEREAS, pursuant to the provisions of Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S., there is established a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, each party wishes to participate in the operation of a greenhouse that can mutually benefit the students of the DCSD and the residents of the RMVD by providing experience and instruction to students relative to growing plants and trees and to produce plants and trees for planting within RVMD boundaries.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. **Subject Matter of Agreement**: This Agreement sets forth the agreements and understandings of the Parties associated with the greenhouse including its location, construction, maintenance, access and use by DCSD students and RVMD staff.
2. **Exchange of Consideration**. Each of the Parties agree to the following exchanges of consideration under this Agreement:
 - a. RVMD has paid, or will pay, for all permitting costs related to the construction of greenhouse on DCSD property and shall incur all expenses related to the construction of the greenhouse.
 - b. DCSD will provide a license to RVMD pursuant to this Agreement to allow for RVMD’s construction of greenhouse on DCSD property.
 - c. RVMD shall provide both labor and pay for all expenses related to the maintenance of the greenhouse and for any other greenhouse needs.
 - d. The greenhouse will require regular irrigation. RVMD will provide funds to install any irrigation waterlines necessary and funds for the separate meter to be installed for monitoring greenhouse water usage. The meter will separately track greenhouse water that will be billed to DCSD for the greenhouse share of water service fees. Costs for greenhouse water billed to DCSD for irrigation of greenhouse plants and other uses related to the greenhouse will be billed by

DCSD to RVMD on a quarterly basis. RVMD shall remit payment to DCSD within 90 days thereafter.

- e. RVMD will provide actual growing services and DCSD may add assistance of volunteers at the direction of RVMD.
3. **Location of the Greenhouse.** The greenhouse shall be located on property of DCSD located at 7370 Village Circle East, Littleton, CO 80125, also known as the Roxborough Intermediate School property. The location of the greenhouse on this property shall be at 39°28'07.5"N 105°04'18.6"W and as identified in **Attachment A**.
4. **Permitting for and Construction of the Greenhouse.** RVMD shall apply and pay for any and all permits required related to the construction of a greenhouse consistent with this Agreement on the property of DCSD. RVMD will arrange for the construction of the greenhouse by engaging the manufacturer and any necessary contractors. RVMD will contract directly for the manufacturing and construction of the greenhouse, and RVMD will retain ownership. The greenhouse shall be a Riga XL Greenhouse manufactured by HOKLARTHERM and shall otherwise be certified as compliant with the International Building Code as identified in **Attachment B** and shall also meet accessibility requirements under Title II of the Americans with Disabilities Act and Section 504 of the Rehabilitation Act.
5. **License for RVMD Access.** DCSD hereby grants a license to RVMD for access in, to, and over the real property described in **Attachment A** hereto, for purposes of installation, maintenance, and access to the greenhouse throughout the term of this Agreement. Such license is subject to certain conditions and agreements as follows:
 - a. RVMD and its consultants, agents, and/or contractors who come onto DCSD property for access to and use of the greenhouse shall comply with DCSD's Superintendent File Policy KFAA, Public Conduct on School Property, attached to this Agreement as **Attachment C**.
 - b. Any RVMD consultant, agent or contractor who regularly comes onto Roxborough Intermediate School property for work related to the greenhouse, shall acquire approval of regular days and times for their work by the Roxborough Intermediate School principal or designee.
 - c. RVMD shall conduct at its own expense a consumer report, including a criminal background check, for each consultant, agent or contractor anticipated to work in the presence of DCSD students and/or working on, or reasonably likely to work on, DCSD property and the greenhouse. DCSD shall be provided with certification that this has been completed before RVMD consultants, agents or contractors are allowed on DCSD property and the greenhouse. RVMD employees, agents or contractors who have been convicted of, pled nolo contendere to, or received a deferred sentence or deferred prosecution for a

felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children, will not be allowed to work on DCSD property.

6. **Ownership of Greenhouse.** RVMD shall be the owner of the greenhouse, plants, and related infrastructure. Upon termination of this Agreement, RVMD shall remove the greenhouse, plants, and related infrastructure, within 90 days after the termination, at RVMD's expense. Prior to removal, if RVMD intends to sell or destroy the greenhouse, RVMD shall give DCSD first right of refusal to purchase the greenhouse.
7. **Maintenance of Greenhouse.** RVMD shall provide maintenance, including both labor and expense, for any greenhouse needs. DCSD may provide volunteer assistance at RVMD's direction.
8. **Entry on to DCSD Property.** RVMD will provide 24-hour advance notice when any representative, consultant, agent or contractor of RVMD enters DCSD property for greenhouse purposes except in the case of an emergency, i.e., risk of damage to the greenhouse and other property of RVMD.
9. **Insurance.**

Commencing on the Effective Date and throughout the term of this Agreement, RVMD shall maintain insurance policies in the amounts and types described below (the "Insurance"), at its own expense, and shall provide DCSD with evidence thereof in the form of a certificate of insurance within fifteen (15) days of the Effective Date of this Agreement. The Insurance shall be issued by companies that have a rating of A-, Class VII or better in the most recently published edition of Best's Reports.

- a. **Commercial General Liability Insurance** – RVMD and DCSD shall procure and maintain commercial general liability insurance and, if necessary, commercial umbrella insurance, with a limit of not less than \$1,000,000 per each occurrence/\$2,000,000 aggregate. This insurance shall have a products-completed operations aggregate limit of at least two times the "each occurrence" limit. All insurance shall cover liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insured (cross liability) condition. These insurance policies shall name the other party to this Agreement, their officers, directors, employees, and agents, as additional insureds and shall provide for written notice to each other before cancellation or non-renewal of such insurance.
- b. **Automobile Liability Insurance** – Any RVMD consultant, agent or contractor who regularly comes onto DCSD property related to this Agreement shall procure and maintain comprehensive automobile liability insurance for owned, hired, and non-owned vehicles, including coverage for all power mobile equipment used on DCSD property, with a combined single limit of \$100,000/person and \$300,000 per occurrence.

- c. Commercial Property Insurance -- As owner of the greenhouse, RVMD shall procure and maintain commercial property insurance to insure against damage to their building and contents due to a covered loss.
- d. Umbrella/Excess Insurance – RVMD shall maintain an Excess/Umbrella insurance policy providing coverage excess of comprehensive general liability and automobile liability in an amount not less than \$2,000,000 per each occurrence/\$4,000,000 aggregate. DCSD, its officers, directors, board of education and employees shall be named as additional insureds and RVMD waives all claims of subrogation against DCSD.

10. **Term and Termination of this Agreement.** The effective date of this Agreement shall be the date of signing by the Parties (the “Effective Date”) and shall continue until terminated otherwise provided herein. The term of this Agreement is one (1) year from the date hereof ("Initial Term"). This Agreement shall be reviewed each calendar year (in October thereafter. After the Initial Term, either Party may elect not to renew this Agreement and terminate the same by providing written notice of termination to the other Party within thirty (30) days of the renewal date for the next year. If this Agreement is not terminated pursuant to the terms of this paragraph, then renewal shall be automatic for the next year.

Both Parties agree to meet in October of each year for the purpose of reviewing the previous term's usage to consider any problems or conflicts arising out of the shared use plan and to schedule usage for the coming year. Both Parties agree to work together to resolve any conflicts in an expeditious manner.

11. **Notice.** All notices must be in writing and (a) delivered personally; or (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"); or (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), all notices will be deemed effective (i) upon receipt, if delivered personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposit with a Carrier during business hours of a business day. All notices shall be delivered to the following addresses, or such other addresses as are provided by either party to the other in accordance with this section:

RVMD: Roxborough Village Metropolitan District
 8390 E. Crescent Parkway, Suite 500
 Greenwood Village, CO 80111-2814
 Attn.: Anna Jones, District Manager

With copy to: Folkestad Fazekas Barrick & Patoile, P.C
 18 S. Wilcox Street, Suite 200
 Castle Rock, CO 80104
 Attn: Kathryn T. James, Legal Counsel

DCSD: Douglas County School District
701 Prairie Hawk Drive
Castle Rock, Colorado 80109
Attn.: Strategic Sourcing and Contract Management

Principal, Roxborough Intermediate School
7370 Village Circle East
Littleton, CO 80125

With copy to: DCSD General Counsel
620 Wilcox Street
Castle Rock, CO 80104

12. **Applicable Law.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed. Any disputes arising under this Agreement shall be resolved in Douglas County District Court in the State of Colorado.
13. **Non Waiver.** The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.
14. **Appropriation of Funds.** In accord with the Colorado Constitution, Article X, Section 20, and section 29-1-110, C.R.S., performance of the District's obligations or the County's obligations under this Agreement that are payable after the current fiscal year are expressly subject to appropriation and availability of funds for that purpose on an annual basis.
15. **No Third Party Beneficiaries.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to RVMD and DCSD, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the parties that any person other than RVMD or DCSD receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
16. **Assignability.** No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other party.
17. **Headings for Convenience.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
18. **Governmental Immunity.** The Parties hereto understand and agree that DCSD its commissioners, officials, agents and/or employees, and RVMD, its Manager, officers,

directors, agents and consultants 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, §§ 24-10-101 to 120, C.R.S., or otherwise available to DCSD and/or RVMD.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.
20. **Enforcement.** The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including damages, as may be available according to the laws and statutes of the State of Colorado. It is specifically understood that, by executing this Agreement, each party commits itself to perform pursuant to these terms contained herein, and that any breach hereof which results in any recoverable damages shall not cause the termination of any obligations created by this Agreement unless such termination is declared by the party not in breach hereof.
21. **Counterparts.** 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.
22. **Execution.** This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties, until execution by all signatories of the Parties.

[SPACE BELOW INTENTIONALLY LEFT BLANK]

THEREFORE, IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year written below.

**ROXBOROUGH VILLAGE METROPOLITAN DISTRICT,
a quasi-municipal corporation and political subdivision of the State of Colorado**

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

By: _____
Name: _____
Title: _____

THE DOUGLAS COUNTY SCHOOL DISTRICT RE-1,

By: _____
Name: Mike Peterson
Title: Board President
Date: _____

ATTEST:

By: _____
Name: Becky Myers
Title: Board Secretary



ATTACHMENT A

hollingsworth pack ■ **austin**

civil engineering
structural engineering
construction management
environmental engineering

Mr. R. Andrew Cook
Exaco Trading Co.
10203 Metropolitan Drive
Austin, TX 78758-4944
<http://www.exaco.com>

April 27, 2016

Structural Certification Letter

Riga XL Greenhouse
Manufactured by HOKLARTHHERM in Germany

Hollingsworth Pack has performed a structural analysis of the Riga XL Greenhouse to determine compliance with the International Building Code, which has been adopted by State and Local governments across all U.S. States and Territories, except for New York. The Riga XL is a pre-fabricated aluminum greenhouse covered with polycarbonate wall panels. A photograph of the greenhouse, and a rendering of our structural model can be found in the appendix of this letter.

3801 s congress ave, ste 110
austin, texas 78704
t +1 (512) 275 6060

Based upon our analysis, we have concluded that the Riga XL Greenhouse as currently installed by Exaco Trading Co. is adequate to support the following loads per the 2015 International Building Code:

Wind Load: 120 MPH 3-second gusts
Snow Load: 30 PSF ground-snow load

Our structural analysis and conclusions assume that the Riga XL greenhouse is installed per the assembly manual provided by Exaco Trading Co. with a continuous foundation profile embedded into soil full-height around the perimeter of the greenhouse.

If you have any questions regarding the matters addressed, or if additional information is required, please do not hesitate to contact us. We appreciate the opportunity to be of service.

Respectfully Submitted,
Hollingsworth Pack



Chris A. Hewitt, PE, SE
Associate Partner



CHE 2017.11.08

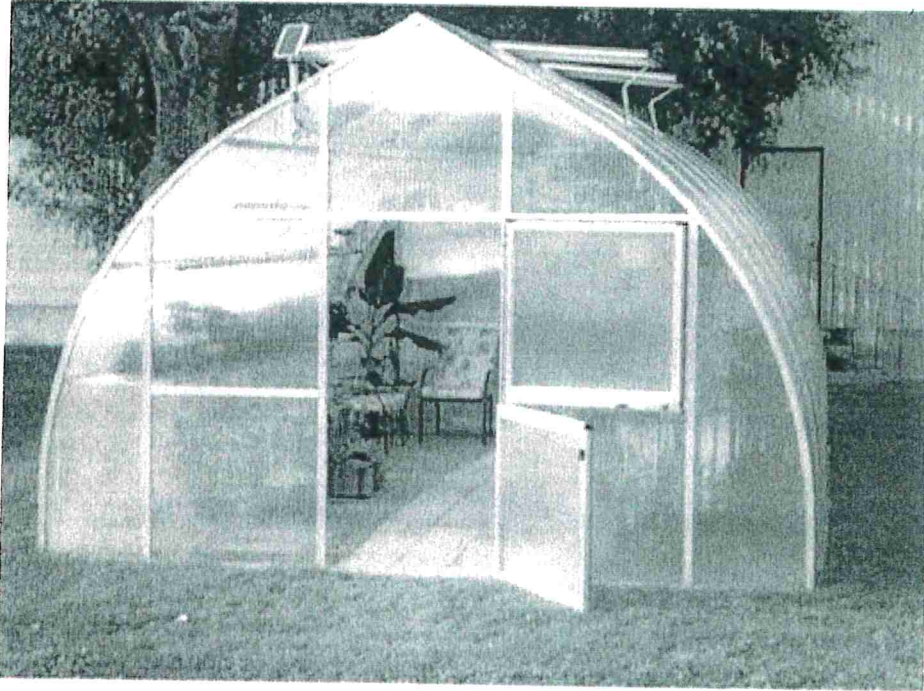
texas engineering firm 12747

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hollingsworth pack ■ austin

3801 s congress ave, ste 110
austin, texas 78704
t +1 (512) 275 6060







A. Photograph of Assembled Riga XL Greenhouse

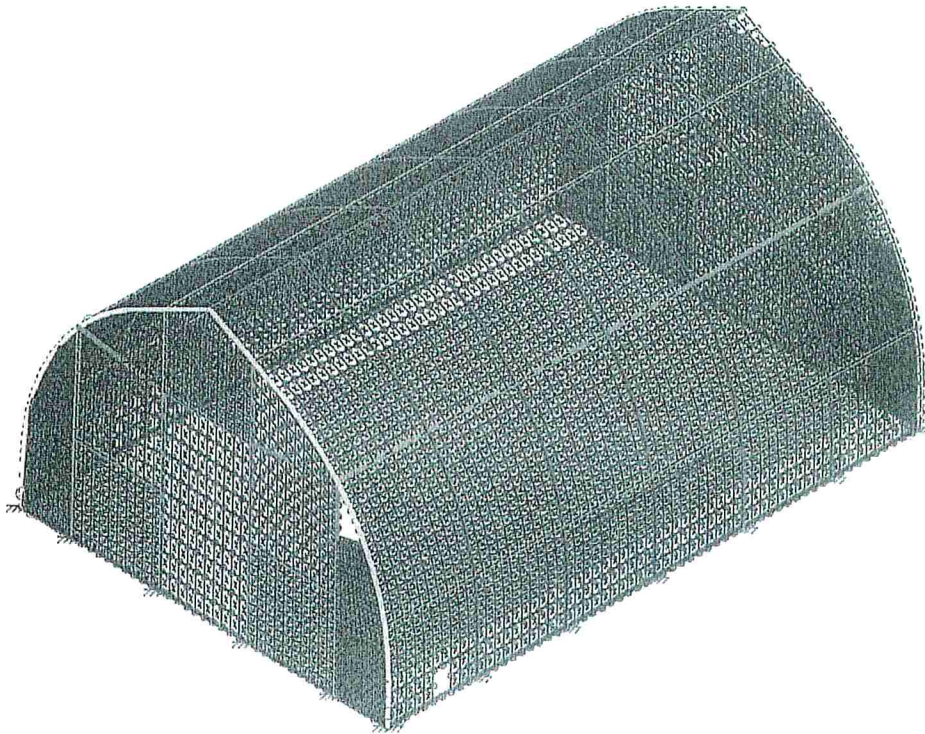


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B. Hollingsworth Pack finite element model of Riga XL Greenhouse

-  Floor profile
-  Vertical and Horiz end profiles
-  Curved middle profiles
-  Curved corner profiles
-  Roof Beam + reinforcing profile
-  lateral straps



Superintendent File: KFAA

PUBLIC CONDUCT ON SCHOOL PROPERTY

Douglas County School District welcomes students, parents and the public to visit and use school grounds and facilities when such visitation or use does not interfere with educational, co-curricular or extracurricular use. Persons using or upon School District property for any purpose shall not engage in:

1. Any conduct that obstructs, disrupts or interferes with or threatens to obstruct, disrupt or interfere with teaching, research, service, administrative or disciplinary functions, or any activity sponsored or approved by the School District.
2. Coarse and obviously offensive utterances, gestures or displays and the utterance, gesture or display tends to incite an immediate breach of peace, or engage in activities that make unreasonable noise which disrupts the educational process.
3. Public demonstrations and leafleting by any person in the school building or on school property during the school day without the permission of the building administrator. The school day shall include the 30 minutes before school as students are arriving and 30 minutes after dismissal while students are leaving the school, or during any school-sponsored activity. Participants in such demonstrations without permission shall be asked to leave the school property.
4. Physical abuse of or threats of harm to any person on School District owned or controlled property, or at School District sponsored or supervised functions.
5. Damage to property of the School District, or engaging in activity that may cause damage to property of the School District.
6. Entering or remaining on school property during hours of closure without authorization. Hours of closure are 10:00 p.m. to 5:00 a.m., unless otherwise posted. Use of playgrounds, fields, tracks or recreational equipment during the school day or within 30 minutes prior to the start of school or 30 minutes after the dismissal of school without authorization of the principal or designee.
7. Unauthorized entry of school or District facilities and/or grounds, including failure to follow visitor check-in procedures, or unauthorized use of facilities or grounds in violation of Administrative Policy KF Community Use of School Facilities and KF-R-1 Community Use of School Facilities Administrative Procedures and Regulations.
8. Unlawful use, possession, distribution or sale of illegal drugs and other controlled or other illegal substances on School District property, at school sponsored functions, on any School District bus transporting students.

9. Consumption of, being under the influence of, or impaired by alcohol or illicit drugs while in or on a District property or premises, or while attending any District sponsored event or activity.
10. Any use of tobacco products.
11. Violation of parking requirements, restrictions or regulations.
12. Operation or use of motorized vehicles on any location other than designated parking lots or roadways, except as specifically authorized by the superintendent, principal, chief security officer, or designee. Operation or use of unlicensed motorized vehicles on any School District property except as specifically authorized by the superintendent, principal, chief security officer, or designee.
13. Bringing animals onto school property with the exception of guide or assistance dogs, or except as specifically authorized by the building principal or other school official.
14. Open or concealed possession of a dangerous or deadly weapon, as defined in state law, on school property or in school buildings or vehicles unless the person falls within one of the exceptions below:
 - a. He/she is a peace officer certified in the state of Colorado.
 - b. He/she is carrying out duties for the School District which require the possession of a deadly weapon as specifically authorized by the Superintendent or designee.
 - c. He/she is participating in an authorized extracurricular activity or team involving the use of firearms, as approved by the School District.
 - d. He/she has possession of the weapon for use in an approved educational program which includes, but is not limited to, any course designed for the repair and maintenance of weapons, as approved by the School District.
 - e. He/she is presenting an authorized public demonstration for the school or an organized class, as approved by the School District.
15. Any conduct constituting a violation of any federal or state law, local ordinance or duly adopted policy and/or regulation of the District.

Any person considered by the Superintendent or his designee to be in violation of this policy shall be denied entry or instructed to leave the property or event of the School District. In addition, persons in violation of this policy may be subject to criminal or civil penalties.

Adopted: October 22, 2007

Revised: May 22, 2014

LEGAL REFS.:

C.R.S. 18-1-901

C.R.S. 18-9-106

C.R.S. 18-9-108 through 110
C.R.S. 18-9-117
C.R.S. 18-12-105.5
C.R.S. 18-12-214 (3) (b) C.R.S. 18-18-405
C.R.S. 18-18-407 (2)
C.R.S. 24-15-103.5

CROSS REFS.:

GBEB – Staff Conduct
GBEC - Drug-Free Workplace
JICH - Drug and Alcohol Use by Students
JICI - Weapons in School
KI - Visitors to Schools
ADC - Tobacco Free Schools