

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
DOUGLAS COUNTY SCHOOL DISTRICT AND THE TOWN OF PARKER  
REGARDING AN MS4 PARTICIPATION AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Douglas County School District (“DCSD”), and the Town of Parker, Colorado (the "Town"), hereinafter collectively referred to as the "Parties."

**RECITALS**

WHEREAS, the DCSD and the Town desire to partner as documented in this MS4 Participation Agreement; and

WHEREAS, the Town was issued a Colorado Discharge Permit System (“CDPS”) General Permit COR080011 for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) that Discharge to the Cherry Creek Reservoir Drainage Basin from the Colorado Department of Public Health and Environment (“CDPHE”) effective on April 15, 2016, expiring June 30, 2021, and administratively extended, hereinafter referred to as the “Standard Permit;” and

WHEREAS, the DCSD was issued a CDPS General Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) from the CDPHE, hereinafter referred to as the “Non-Standard Permit,” located partially within the Town; and

WHEREAS, the Town must implement, enforce, and administer the Standard Permit requirements within the associated jurisdictional boundary and the DCSD must implement, enforce, and administer the Non-Standard Permit requirements within the associated jurisdictional boundary, hereinafter collectively referred to as the “MS4 Permits;” and

WHEREAS, both the Town and the DCSD are required to develop Program Description Documents and supporting documents to describe how the permittee will comply with its MS4 Permit requirements; and

WHEREAS, the Town adopted the Storm Drainage and Environmental Criteria Manual, most recently amended in February of 2014, and as may be further amended from time-to-time, in accordance with the Town’s Standard Permit; and

WHEREAS, the Town adopted the Roadway Design and Construction Criteria Manual, most recently amended in November of 2020, and as may be further amended from time-to-time, in accordance with the Town’s Standard Permit; and

WHEREAS, the DCSD Non-Standard Permit requires that the DCSD and Town partnership be documented in an MS4 participation agreement whereby the “Non-Standard Permittee” is excluded from the Non-Standard Permit requirements for applicable construction and post-construction activities and allows the “Standard Permittee” full authority to implement its construction and post-construction programs within the Non-Standard Permittee’s jurisdictional boundary, in accordance with the Standard permit requirements; and

WHEREAS, the Parties acknowledge that the activities conducted by the Town do not constitute full compliance with all requirements of the DCSD's Non-Standard Permit.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is mutually acknowledged, the Parties hereto agree as follows:

1. **Services.**

a. The Town agrees to allow the DCSD to rely on the Town's construction and post-construction program requirements of the Town's Standard Permit for the portion of the DCSD's Non-Standard Permit located within the jurisdiction of the Town.

b. The Town agrees to continue to provide plan review and approval, permitting, inspection, and acceptance consistent with all applicable Town regulations for the DCSD's Non-Standard Permit jurisdictional boundary within the Town, as provided in this Agreement. These services will be in accordance with the Town's standards for the construction and post-construction program documents of its Standard Permit.

c. The DCSD, its contractors, or assigns, agree to continue to follow the Town's land use process consistent with all applicable Town regulations, and the Town will forward applicable records and documentation to the DCSD within thirty (30) days of any request by the DCSD for the recordkeeping requirements of the Non-Standard Permit and annual report to CDPHE.

d. The DCSD will ensure that all storm drainage easements necessary for access and inspection of the MS4 are provided to the Town within twelve (12) months of the execution of this Agreement, or as soon as reasonably possible thereafter.

e. The Town will not provide support for any of the DCSD's Non-Standard Permit requirements related to Public Education and Outreach, Illicit Discharge Detection and Elimination, Pollution Prevention/Good Housekeeping for Permittee's Operations, or other sections of the DCSD's Non-Standard Permit not specified above.

2. **Standard of Performance.** The Town agrees to use its best efforts to comply with the Town's Standard Permit, but cannot guarantee that all activities will comply with the DCSD's Non-Standard Permit. The Town assumes no responsibility for compliance with the DCSD's Non-Standard Permit. The DCSD acknowledges that the Town Standard Permit program requirements may be more stringent than the Non-Standard Permit requirements, and if so, the DCSD will be subject to those requirements for the construction and post-construction programs, as applicable in this Agreement.

3. **Enforcement.** The DCSD agrees to comply with the Town's Standard Permit construction and post-construction programs and to allow for the Town to fully enforce the Town's Standard Permit programs consistent with the Town's Standard Permit for all applicable construction activities in the DCSD's Non-Standard Permit jurisdictional boundary within the Town which the DCSD owns or operates, or over which the DCSD has implementation authority.

4. **Geographic Area Applicability.** This Agreement will only apply to the geographical area as shown on the map attached hereto as **Exhibit A** and incorporated by this reference, or as otherwise amended administratively from time to time and agreed upon by both parties, in accordance with MS4 Permit requirements.

5. **Responsibility/Liability.** Each Party to this Agreement shall be responsible for that Party's own performance under this Agreement and each Party shall be responsible for its own defense in connection with any claims made against such Party by reason of that Party's performance of the matters covered by this Agreement.

6. **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.

DCSD: Douglas County School District RE-1  
Attention: Zach Nannestad, Environmental Health Manager  
620 Wilcox St.  
Castle Rock, Colorado 80104  
With an electric copy to [Mary.Klimesh@dcsdk12.org](mailto:Mary.Klimesh@dcsdk12.org)

Town: Town of Parker  
Attention: Tom Williams, Director of Engineering/Public Works  
20120 E. Mainstreet  
Parker, Colorado 80138  
With an electronic copy to \_\_\_\_\_

7. **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.

8. **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.

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

10. **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.

11. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that this Agreement is relying on, and in no way is intended to waive by any provision 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 Parties.

12. **Amendment.** This Agreement may only be amended in writing signed by the Parties hereto.

13. **Effect of Invalidity.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstance, shall not result in the termination of this Agreement.

14. **Term.** This Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate this Agreement upon providing one hundred eighty (180) days' written notice to the other Party.

15. **Previous Agreements.** This Agreement supersedes any previous agreement between the Parties regarding shared MS4 responsibilities making those previous agreements, or portions thereof that dealt with MS4 responsibilities, null and void.

16. **Entirety.** This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties 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.

**DOUGLAS COUNTY SCHOOL DISTRICT RE-1**

By: \_\_\_\_\_  
David Ray, Board President

ATTEST:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Sandy Maresh,  
Assistant Secretary

By: \_\_\_\_\_  
Mary Kay Klimesh  
General Counsel

**TOWN OF PARKER, COLORADO**

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Jeff Toborg, Mayor

ATTEST:

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Chris Vanderpool, Acting Town Clerk

APPROVED AS TO FORM:

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Town Attorney's Office

**EXHIBIT A**  
**Geographical Area**