

MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT, THE TOWN OF CASTLE ROCK, THE CITY OF CASTLE PINES, THE TOWN OF LARKSPUR, THE CITY OF LONE TREE, THE TOWN OF PARKER, HIGHLANDS RANCH METRO DISTRICT, DOUGLAS COUNTY LIBRARIES, THE CASTLE ROCK ECONOMIC DEVELOPMENT CORPORATION, DENVER SOUTH, AND THE NORTHWEST DOUGLAS COUNTY CHAMBER AND ECONOMIC DEVELOPMENT CORPORATION CONCERNING THE FORMATION OF THE DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this ____ day of _____, 20__, by and between the Board of County Commissioners of the County of Douglas, the Douglas County School District, the Town of Castle Rock, the City of Castle Pines, the Town of Larkspur, the City of Lone Tree, the Town of Parker, Highlands Ranch Metro District, Douglas County Libraries, the Castle Rock Economic Development Corporation, Denver South, and the Northwest Douglas County Chamber and Economic Development Corporation, hereinafter referred to jointly as the “Parties”; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the implementation and operation of a collaborative effort known as the Douglas County Economic Development Collaborative (“Collaborative”); and

WHEREAS, the Collaborative will support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through proactive and collaborative marketing initiatives; and

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:

Section 1. Subject Matter of MOU. This MOU sets forth the understanding of the Parties associated with the formation of the Collaborative and the responsibilities of the Parties under this MOU.

Section 2. Duration of MOU. This MOU shall be effective for a period of one calendar year, beginning on _____. Pursuant to Section 29-1-110, C.R.S any potential expenditure related to this MOU is subject to the Parties’ annual appropriation of funds for any such proposed expenditure. This MOU shall renew automatically on December 31st of each year for additional one-year terms unless earlier terminated by the Parties or as provided in this Section 2. If any Party to this MOU should decide to withdraw from participation in this MOU then that Party may do so by giving written notice thereof to the other Parties. The remaining Parties shall continue operation of the Collaborative by amending this MOU pursuant to Section 10. In the event this MOU is not amended to continue operation of the Collaborative without the withdrawing Party then this MOU shall be terminated.

Section 3. Relationship of the Parties. This MOU is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business

association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this MOU.

Section 4. Appointment of Collaborative Board Chair. The Parties agree that a Douglas County Commissioner will Chair the Collaborative Board, as described in Section 5.A.

Section 5. Responsibilities of the Parties. The Parties agree to the following:

A. The Collaborative shall include a Board made of one elected official, as identified below, from the following participating Parties; and shall be responsible for implementation of the Collaborative as described in Exhibit A:

- Douglas County – County Commissioner
- Town of Castle Rock – Mayor
- City of Castle Pines – Mayor
- City of Lone Tree – Mayor
- Town of Larkspur – Mayor
- Town of Parker - Mayor
- Highlands Ranch Metro District – Chair

B. The Collaborative shall also include an Advisory Committee made up of one staff representative from each participating Party; and shall be responsible for implementation of the Collaborative as described in Exhibit A:

- Douglas County
- Douglas County School District
- Town of Castle Rock acting through Castle Rock Economic Development Corporation
- City of Castle Pines
- Town of Larkspur
- City of Lone Tree
- Town of Parker
- Highlands Ranch Metro District
- Douglas County Libraries
- Denver South
- Northwest Douglas County Chamber and Economic Development Corporation

Section 6. Notice. Any notice required by this MOU shall be given, in writing by U.S. postal mail, as follows:

Douglas County
County Manager
100 Third Street
Castle Rock, CO 80104

Douglas County School District
620 Wilcox Street
Castle Rock, CO 80104

Town of Castle Rock
100 N. Wilcox
Castle Rock, CO 80104

City of Castle Pines
360 Village Square Lane, Suite B
Castle Pines, CO 80108

Town of Larkspur
8720 Spruce Mountain Road
Larkspur, CO 80118

City of Lone Tree
9220 Kimmer Dr., Suite 100
Lone Tree, CO 80124

Town of Parker
20120 E Mainstreet
Parker, CO 80138

Highlands Ranch Metro District
62 Plaza Drive
Highlands Ranch, CO 80129

Douglas County Libraries
100 S. Wilcox St.
Castle Rock, CO 80104

Denver South
304 Inverness Way South #315
Englewood, CO 80112

Northwest Douglas County Chamber and Economic
Development Corporation
300 W. Plaza Drive, Suite 225
Highlands Ranch, CO 80129

Section 7. 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 MOU is executed. The laws of the State of Colorado shall govern this MOU. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado.

Section 8. Non-waiver. The Parties shall not be excused from complying with any provisions of this MOU by failure of any party to insist upon or seek compliance with such provisions.

Section 9. Severability. Should any one or more provisions of this MOU be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

Section 10. Amendment. This MOU may be amended, modified, or changed, in whole or in part, only by written agreement executed by the Parties hereto.

Section 11. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties herein, and nothing contained in this MOU shall give or allow any such claim or right of action by any other third party on such MOU. It is the express intention of the parties that any person other than the Parties herein receiving services or benefits under this MOU shall be deemed to be an incidental beneficiary only.

Section 12. Assignability. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

Section 13. 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 MOU.

Section 14. Governmental Immunity. The Parties hereto understand and agree that the public entity Parties, their commissioners, council, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this MOU, 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 the Parties.

Section 15. Entire MOU. This MOU constitutes the entire agreement of the Parties hereto. The Parties agree there has been no representations made other than those contained herein, that this MOU constitutes the entire agreement of the Parties, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Section 16. Execution. This MOU is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

Douglas County

By: _____
Chair, Douglas County Commissioners

APPROVED AS TO LEGAL FORM:

, County Attorney

Douglas County School District

By: _____
, Superintendent

APPROVED AS TO LEGAL FORM:

Town of Castle Rock

By: _____
Jason Gray, Mayor

ATTEST:

Lisa Anderson, Town Clerk

APPROVED AS TO LEGAL FORM:

Michael J. Hyman, Town Attorney

City of Castle Pines

By: _____
, Mayor

ATTEST:

APPROVED AS TO LEGAL FORM:

Town of Larkspur

By: _____
, Mayor

APPROVED AS TO LEGAL FORM:

City of Lone Tree

By: _____
, Mayor

APPROVED AS TO LEGAL FORM:

Town of Parker

By: _____
Jeff Toborg, Mayor

ATTEST:

Town Clerk

APPROVED AS TO LEGAL FORM:

Highlands Ranch Metro District

By: _____
, Chair

APPROVED AS TO LEGAL FORM:

Douglas County Libraries

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

The Castle Rock Economic Development Corporation

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

Denver South

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

**Northwest Douglas County Chamber and Economic
Development Corporation**

By: _____
_____, _____

APPROVED AS TO LEGAL FORM:

EXHIBIT A

DOUGLAS COUNTY ECONOMIC DEVELOPMENT COLLABORATIVE IMPLEMENTATION PLAN

The Douglas County Economic Development Collaborative (the ‘Collaborative’) is a collection of municipalities, special districts, and economic development groups led by Douglas County to actively promote and market the positive attributes of Douglas County. The objective of the Collaborative is to actively engage and educate regional and national site selectors, brokers, developers, and business leaders through a variety of media and events as to the business opportunities and environment in Douglas County.

OBJECTIVE: Support economic development and recovery efforts by increasing primary employment opportunities in Douglas County through a proactive and collaborative marketing initiative.

The Collaborative Board:

The Collaborative Board will meet on a quarterly basis and will include an elected official, as identified in Section 5, from each Board member jurisdiction. It will be chaired by a Douglas County Commissioner.

Duties of the Collaborative Board:

- Programmatic guidance to the Advisory Committee
- Make recommendations to the Douglas County Board of County Commissioners regarding fiscal requests related to the implementation of the Collaborative’s Objective
- Provide updates to the Partnership of Douglas County Governments as to the overall operations of the Collaborative

Quorum:

Action by the Board shall only take place if a quorum is present. A quorum of the Board shall consist of a simple majority of the participating Parties identified in Section 5(A) as Board members.

Meeting Attendance:

When a member of the Board is unable to attend a meeting, the member elected official may appoint an alternate to participate in the decision-making processes on behalf of the member jurisdiction.

The Collaborative Advisory Committee:

The Collaborative Advisory Committee will meet on a bi-monthly basis and will include a staff person from each of the following entities:

- Douglas County
- Douglas County School District
- Town of Castle Rock acting through Castle Rock Economic Development Corporation

- City of Castle Pines
- Town of Larkspur
- City of Lone Tree
- Town of Parker
- Highlands Ranch Metropolitan District
- Douglas County Libraries
- Denver South
- Northwest Douglas County Chamber and Economic Development Corporation

Outside entities, including, but not limited to Aurora-South Metro Small Business Development Center and Arapahoe Douglas Works! may also be invited to participate in a programmatic consulting manner for the Advisory Committee.

The Advisory Committee Chair will rotate amongst the following jurisdictional members of the Board on an annual basis:

- Douglas County
- Town of Castle Rock acting through Castle Rock Economic Development Corporation
- City of Castle Pines
- City of Lone Tree
- Town of Larkspur
- Town of Parker
- Highlands Ranch Metropolitan District

Duties of the Collaborative Advisory Committee:

- Develop proposals and recommendations for the Board's consideration regarding programmatic priorities, funding opportunities, and events
- Douglas County
 - Invest in an online commercial property database showing buildings for lease or sale in Douglas County
 - Develop and publish quarterly economic activity reports
- Douglas County Libraries
 - Manage Gazelle AI database

Quorum:

Action by the Advisory Committee shall only take place if a quorum is present. A quorum of the Committee shall consist of a simple majority of the member entities.

Meeting Attendance:

When a member of the Advisory Committee is unable to attend a meeting, the member may appoint an alternate to participate in the decision-making processes on behalf of the member entity.