

**RESOLUTION NO. 18-44**

**A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF CASTLE PINES, COLORADO, APPROVING  
AN INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF CASTLE  
PINES PARKS AUTHORITY ASSETS TO THE CITY OF CASTLE PINES**

**WHEREAS**, the City of Castle Pines, a municipal corporation of the State of Colorado (“City”) is empowered pursuant to Article 15 of Title 31 of the Colorado Revised Statutes to provide for public improvements, including parks and recreational areas; and

**WHEREAS**, the Castle Pines Parks Authority, a political subdivision and public corporation of the State of Colorado (the “Parks Authority”) was formed pursuant to Article 1, Part 2 of Title 29 of the Colorado Revised Statutes for the purpose of developing and implementing a parks plan for Castle Pines North and a finance plan for the acquisition, development and maintenance of such parks, as set forth in that certain Establishing Contract for Castle Pines Parks Authority dated March 28, 2000 and as amended on April 24, 2008; and

**WHEREAS**, the City and Parks Authority are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. § 29-1-201, et seq., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government entity; and

**WHEREAS**, the Parks Authority and the City desire to enter into an intergovernmental agreement for the transfer from the Parks Authority to the City the amount of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00), such funds to be utilized for certain public improvements and subject to terms and conditions specified therein (the “Intergovernmental Agreement Regarding Transfer of Castle Pines Parks Authority Assets to the City of Castle Pines”).

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the Intergovernmental Agreement Regarding Transfer of Castle Pines Parks Authority Assets to the City of Castle Pines by and between the City and the Parks Authority, in substantially the same form attached hereto and incorporated herein as **Exhibit A** to this Resolution; (b) authorizes the City Attorney in cooperation with the Town Manager to make non-material changes to the Agreement that do not increase the City’s obligations; and (c) authorizes the Mayor to execute said Agreement.

**Section 2.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

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**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES** by a vote of 6 in favor, 0 against and 1 absent this 11<sup>th</sup> day of ~~December~~, 2018.



ATTEST:

DocuSigned by:  
*Tobi Basile*  
AD03A3B02032488...  
Tobi Basile, City Clerk

DocuSigned by:  
*Tera Stave Radloff*  
6E0C8EB270DC476...  
Tera Stave Radloff, Mayor

Approved as to form:

DocuSigned by:  
*Linda C. Michow*  
5244DE808FF444...  
Linda C. Michow, City Attorney

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EXHIBIT A  
INTERGOVERNMENTAL AGREEMENT

*[see attached document]*

**INTERGOVERNMENTAL AGREEMENT  
REGARDING TRANSFER OF CASTLE PINES PARKS  
AUTHORITY ASSETS TO THE CITY OF CASTLE PINES**

This **INTERGOVERNMENTAL AGREEMENT REGARDING TRANSFER OF CASTLE PINES PARKS AUTHORITY ASSETS TO THE CITY OF CASTLE PINES** (the "Agreement") is entered into by and between the **CITY OF CASTLE PINES**, a municipal corporation of the state of Colorado (the "City") and the **CASTLE PINES PARKS AUTHORITY**, a political subdivision and public corporation of the State of Colorado (the "Parks Authority"). The City and Parks Authority may be individually referred to herein as a "Party" and collectively referred to herein as the "Parties".

**WHEREAS**, the City and Parks Authority are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. § 29-1-201, et seq., to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government entity; and

**WHEREAS**, the Parks Authority was formed pursuant to Article 1, Part 2 of Title 29 of the Colorado Revised Statutes for the purpose of developing and implementing a parks plan for Castle Pines North and a finance plan for the acquisition, development and maintenance of such parks, as set forth in that certain Establishing Contract for Castle Pines Parks Authority dated March 28, 2000 and as amended on April 24, 2008 ("Establishing Contract"); and

**WHEREAS**, the Parks Authority desires to transfer to the City and the City desires to receive from the Parks Authority funds in the amount of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) ("Parks Assets") to the City in furtherance of the established purposes of the Parks Authority; and

**WHEREAS**, the Parties desire to enter into this Agreement in order to set forth the manner in which the Parks Assets shall be conveyed to and used by the City.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE 1  
CONVEYANCE AND USE OF ASSETS**

A. Transfer of Assets by the Parks Authority to the City. Within five (5) business days of the Effective Date of this Agreement, as defined herein, the Parks Authority shall transfer funds in the amount of One Hundred Twenty Thousand Dollars and No Cents (\$120,000.00) ("Parks Assets"), whether held in one or more accounts, to the City.

B. Accounting of Assets. Upon receipt, the City shall deposit the Parks Assets into Parks and Recreation Fund No. 2039-120. The City shall separately account for the Parks Assets and shall

track all individual expenditures of the Parks Assets to ensure that such funds are used in accordance with the purposes set forth in this Agreement.

C. Use of Assets. The City shall use the Parks Assets only for one or more of the following projects or uses unless otherwise agreed to in writing by the Parties: National Fitness Campaign Court or the purchase of public art or site furniture, including but not limited to benches, bleachers, or dog stations.

**ARTICLE 2  
MISCELLANEOUS PROVISIONS**

A. Effective Date. This Agreement shall become effective on the date on which it is executed by both Parties ("Effective Date").

B. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by the Parties.

C. Time. Time is of the essence in the performance of this Agreement.

D. Enforcement of Contract. The Parties acknowledge and agree that this Agreement may be enforced in law or in equity by a decree of specific performance, damages, or such other legal and equitable relief as may be available to either Party.

E. Notices. Any notice pursuant to the terms and conditions of this Agreement shall be in writing and delivered personally, or sent by certified mail, return receipt requested, or sent by a recognized overnight mail or courier services, with delivery receipt requested, to the addresses set forth below (or to such other address or addresses as may from time to time be specified in writing by the Parties):

To the Parks Authority:

Castle Pines Parks Authority  
Attn: Parks Authority Vice President  
Castle Pines North Community Center  
7404 Yorkshire Drive  
Castle Rock, CO 80108

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To the City:

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

With a copy to:

Linda C. Michow  
City Attorney – City of Castle Pines  
Michow Cox & McAskin LLP  
6530 S. Yosemite Street, Suite 200  
Greenwood Village, Colorado 80111

Notices shall be effective when received by the party to whom addressed.

F. Governing Law/Venue. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Colorado. Any suit or proceeding arising from or relating in any way to the subject matter of this Agreement shall be brought only in the District Court for and in Douglas County, Colorado.

G. Binding Agreement. This Agreement shall inure to and be binding on the successors and permitted assigns of the Parties hereto.

H. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior oral and written proposals, negotiations, representations, promises, agreements, warranties or understandings concerning such subject matter.

I. Governmental Immunity. Nothing in this Agreement shall be construed as a waiver of the rights and privileges of the Parties pursuant to the Colorado Governmental Immunity Act, § 24-10-101, *et seq.*, C.R.S., as the same may be amended from time to time.

J. Authority to Enter into Agreement. Each Party hereby confirms it is lawfully authorized to enter into this Agreement, and has taken all steps necessary to authorize the execution of the Agreement by the respective signatories below.

K. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which will be legal, valid and enforceable.

L. Headings. The headings and captions contained in this Agreement are inserted for the convenience of reference only. They are not to be deemed a part of this Agreement, nor are they to be used in the construction of this Agreement.

M. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

N. No Third-Party Beneficiaries: Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, consultant or contractor of a Party. Absolutely no third-party beneficiaries are intended by this Agreement. Any third party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as provided below.

**CITY:**

**CITY OF CASTLE PINES,**  
a Colorado municipal corporation

By:   
Tera Stave Radloff, Mayor

Date executed: 12-12-18

**ATTEST:**

  
Tobi Basile, City Clerk  
Susan Nagel

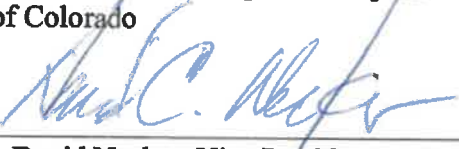
**Approved as to Form:**

By:   
Linda Michow, City Attorney

**Castle Pines North  
Metropolitan District  
7404 Yorkshire Drive  
Castle Rock CO 80108**

**PARKS AUTHORITY:**

**CASTLE PINES PARKS AUTHORITY,** a  
political subdivision and public corporation of the  
State of Colorado

By:   
David Necker, Vice President

Date executed: 12/12/18

**ATTEST:**

  
Secretary

**Castle Pines North  
Metropolitan District  
7404 Yorkshire Drive  
Castle Rock CO 80108**