

**RESOLUTION NO. 20-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH  
CHERRY CREEK BASIN WATER QUALITY AUTHORITY REGARDING  
COLLECTION OF FEES**

**WHEREAS**, governmental entities are authorized to enter into intergovernmental agreements pursuant to the provisions of Article XVI, Section 18(2)(a) of the Colorado Constitution and Section 29-1-203, C.R.S.; and

**WHEREAS**, the Cherry Creek Basin Water Quality Authority, a quasi-municipal corporation and political subdivision of the State of Colorado ("Authority"), was established for the purpose of protecting and preserving the water quality of the Cherry Creek Reservoir ("Reservoir") and the Cherry Creek Watershed ("Watershed"); and

**WHEREAS**, in establishing the Authority, the Colorado General Assembly envisioned that the Authority would impose a fee or charge upon new development and construction activities so that said activities paid an equitable share of the cost of water quality preservation and protection within the Reservoir and Watershed; and

**WHEREAS**, one of the fees adopted by the Authority pursuant to Section 25-8.5-11 1(1)(n), C.R.S., is assessed with respect to new construction and new development ("Development Fee") located within the Authority's boundaries; and

**WHEREAS**, the City of Castle Pines has territory located in part within the boundaries of the Authority; and

**WHEREAS**, the City desires to assist the Authority in the Authority's collection of the Authority's Development Fee imposed upon new construction and development for property within the City; and

**WHEREAS**, the City is willing to provide as an administrative service to the Authority, and subject to payment of an administrative fee from the Authority to the City, a means by which persons and entities subject to the Authority's jurisdiction can submit to the City the Authority's Development Fee and to deliver such fee to the Authority pursuant to this Agreement; and

**WHEREAS**, the parties acknowledge that the payments made to the Authority which are delivered to the City do not constitute the assessment or imposition by the City of any form of impact fee or development charge within the meaning of Colorado law; and

**WHEREAS**, the City desires to enter into an intergovernmental agreement with the Authority to set forth the terms and conditions by which the City would collect and remit the Development Fee to the Authority.

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

**Section 1.** The City Council approves: (1) the Intergovernmental Agreement with Cherry Creek Basin Water Quality Authority for the Collection of Fees in substantially the same form as attached to this Resolution subject to minor modifications approved by the City Attorney; and (2) authorizes the Mayor and City Clerk to execute the same.

**Section 2.** This Resolution is effective upon adoption.

**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 AND 0 AGAINST THIS 22nd DAY OF SEPTEMBER, 2020.**



**ATTEST:**

DocuSigned by:  
*Tera Stave Radloff*  
6E068EB2709C470...  
Tera Stave Radloff, Mayor

**APPROVED AS TO FORM:**

DocuSigned by:  
*Tobi Basile*  
AD63A3B02082409...  
Tobi Basile, CMC, City Clerk

DocuSigned by:  
*Linda C. Michow*  
5241DE90B8FF444...  
Linda C. Michow, City Attorney

**EXHIBIT A**  
**INTERGOVERNMENTAL AGREEMENT**  
**(COLLECTION OF FEES)**

*[see attached agreement]*

**INTERGOVERNMENTAL AGREEMENT  
(COLLECTION OF FEES)**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into to be effective as of September 22, 2020, by and between the **CHERRY CREEK BASIN WATER QUALITY AUTHORITY**, a quasi-municipal corporation and political subdivision of the State of Colorado (“Authority”), whose address is P.O Box 3166, Centennial, Colorado 80161, and the **CITY OF CASTLE PINES**, a home-rule, municipal corporation in the State of Colorado (“City”) whose address is 360 Village Square Lane, Suite B, Castle Pines, Colorado 80108.

**RECITALS**

**WHEREAS**, the Authority was established for the purpose of protecting and preserving the water quality of the Cherry Creek Reservoir (“Reservoir”) and the Cherry Creek Watershed (“Watershed”); and

**WHEREAS**, the General Assembly envisioned that the Authority would facilitate efforts by the various counties, municipalities, and special districts within the boundaries of the Authority to protect the water quality of the Reservoir and Watershed; and

**WHEREAS**, the General Assembly further envisioned that the Authority would impose a fee or charge upon new development and construction activities so that said activities paid an equitable share of the cost of water quality preservation and protection within the Reservoir and Watershed; and

**WHEREAS**, to defray a portion of the cost of the improvements, facilities, services, and programs provided by the Authority in protecting water quality, the Authority’s Board of Directors annually by resolution (“Fee Resolution”) and pursuant to Section 25-8.5-11(1)(n), C.R.S. establishes a schedule of rates, fees and charges for the improvements, facilities, services and programs of the Authority; and

**WHEREAS**, one of the fees adopted by the Authority is assessed with respect to new construction and new development (“Development Fee”) located within the Authority’s boundaries; and

**WHEREAS**, the City, as a home rule municipality having territory located in part within the boundaries of the Authority, as depicted on the map attached hereto as Exhibit A, shares the Authority’s commitment to protect the health, safety and welfare of all who enjoy the beneficial use of the Reservoir and Watershed; and

**WHEREAS**, in furtherance of the Authority’s purposes and goals, the City desires to assist the Authority in the Authority’s collection of the Authority’s Development Fee imposed upon new construction and development for property within the City; and

**WHEREAS**, the City is willing to provide as an administrative service to the Authority a means by which persons and entities subject to the Authority’s jurisdiction can submit to the City

the Authority's Development Fee and to deliver such fee to the Authority pursuant to this Agreement; and

**WHEREAS**, the parties acknowledge that the payments made to the Authority which are delivered to the City do not constitute the assessment or imposition by the City of any form of impact fee or development charge within the meaning of Colorado law.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Request for Service.** The Board of Directors of the Authority hereby requests that the City accept payments of the Authority's Development Fee from persons and entities undertaking new construction and development within both the jurisdictional boundaries of the Authority and the City pursuant to the Fee Resolution. The method and manner the City employs to implement the Authority's request shall be determined by the City. In the event any errors or omissions occur in the City's implementation of the Authority's request, the City agrees to make a good faith effort to correct the same; provided, however, that the City shall under no circumstances be liable to the Authority for any fee or costs other than to deliver to the Authority any payments received by the City.

2. **Agreement to Provide Service.** The City agrees to provide to the Authority the requested administrative service of acceptance and forwarding of the Authority payments. In consideration of the City's provision of such service, the Authority shall pay to the City an administrative fee in the amount of five percent (5%) ("Administrative Fee") of the Development Fees collected.

3. **Delivery of Fee Payment.** No later than thirty (30) days following the month (or other time period as mutually agreed to between the City and the Authority) in which the Authority's Development Fees are collected by the City, the City will remit the Development Fee collected minus the City's Administrative Fee to the Authority at P.O. Box 3166, Centennial, Colorado 80161, or such other address as the Authority may from time to time designate, including electronic bank transfers. The Authority is responsible for advising the City in writing of any change in the location for delivery of the payments.

4. **Representatives.** For purposes of oversight, coordination and implementation of this Agreement, the following positions, and individuals (who may change, from time to time), shall serve as the City's and Authority's representatives ("Representative"):

City: Sam Bishop, Community Development Director, [sam@castlepinesco.gov](mailto:sam@castlepinesco.gov)

CCBWQA: Chuck Reid, Manager, [chuck.reid@ccbwwqa.org](mailto:chuck.reid@ccbwwqa.org)

5. **Standard of Performance.** The City agrees to use its best efforts to collect the Development Fee imposed by the Authority for water quality purposes within the Authority. In the event the City is unable to or fails to collect a Development Fee on behalf of the Authority, the Authority shall be solely responsible for any and all costs, fees, or expenses in recovering such Development Fee.

6. **Indemnification.** To the extent permitted by law and subject to the immunities, limitations, defenses and other protections afforded Authority under the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et seq., the Authority hereby agrees to indemnify the City from any and all losses, costs, demands or actions arising out of or relating to any actions, errors or omissions of the City in performing its responsibilities under this Agreement.

7. **Amendment.** This Agreement may only be amended in writing signed by the parties hereto.

8. **Intent of the Agreement.** This Agreement is intended to describe the rights and responsibilities only between the named parties and is not intended to, and shall not be deemed to confer rights to or upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the City, the Authority, or any other entity not a party hereto.

9-8. **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.

10. **Term of Agreement.** The Agreement shall remain in full force and effect until terminated by either the City or the Authority. Either the City or the Authority may terminate this Agreement upon providing thirty (30) days written notice to the other party.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, negotiations, representations, and understandings of the parties with respect to the assessment and collection of the Development Fee.

12. **No Obligation to Defend.** The City shall have no obligation to indemnify or defend against any action seeking to invalidate all or any portion of this Agreement or challenging the City's or the Authority's authority to impose, collect or remit payment of the Development Fee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above-written

CITY

By: \_\_\_\_\_  
Mayor or Mayor Pro Tem

ATTEST:

Approved as to Form:

\_\_\_\_\_  
City Clerk/Deputy City Clerk

\_\_\_\_\_  
City Attorney's Office

**CHERRY CREEK BASIN WATER  
QUALITY AUTHORITY**

By \_\_\_\_\_  
Joshua Rivera; Chair

**ATTEST:**

\_\_\_\_\_  
John A. McCarty, Secretary/Treasurer