

**RESOLUTION NO. 12-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO RATIFYING APPROVAL OF A \$6,000.00 LOAN TO THE CASTLE  
PINES ARTS COMMISSION AND APPROVING AN AGREEMENT WITH THE  
DOUGLAS COUNTY LIBRARIES FOUNDATION CONCERNING  
THE RUN WILD EVENT**

**WHEREAS**, the City Council has established the Castle Pines Arts Commission (the “Arts Commission”); and

**WHEREAS**, the Arts Commission has proposed to organize a running race event called “Run Wild” (“Run Wild Event”) to help raise money to benefit the Castle Pines Library; and

**WHEREAS**, the Arts Commission has requested funding in the amount of Six Thousand Dollars (\$6,000.00) to assist in planning and marketing the Run Wild event; and

**WHEREAS**, the City Council has approved such funding request subject to repayment of the full funding amount upon the completion of the Run Wild Event from the proceeds of the Event; and

**WHEREAS**, the City Council further desires to enter into an agreement with the Douglas County Libraries Foundation, a Colorado nonprofit corporation, to serve as the fiscal agent for the Run Wild Event.

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

**Section 1.** The City Council hereby ratifies and approves funding of Six Thousand Dollars (\$6,000.00) as a loan to assist in the Run Wild Event, contingent upon execution of an agreement by and between the City of Castle Pines and the Douglas County Libraries Foundation in substantially the same form as attached to this Resolution.

**Section 2.** The City’s loan of Six Thousand Dollars (\$6,000.00) shall be repaid into the City’s general fund from the proceeds of the Run Wild Event no later than October 31, 2012.

**Section 3.** **Effective Date.** This Resolution shall take effect upon its approval by the City Council.

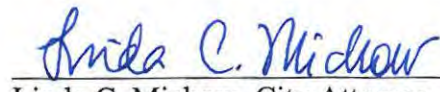
**INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES** by a vote of 7 in favor, 0 against and 0 absent this 22nd day of May, 2012.

  
\_\_\_\_\_  
Jeffrey T. Huff, Mayor

ATTEST:

  
\_\_\_\_\_  
Dan Schatz, City Clerk

Approved as to form:

  
\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT A**

**AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND  
THE DOUGLAS COUNTY LIBRARIES FOUNDATION**



**AGREEMENT BETWEEN THE CITY OF CASTLE PINES AND THE DOUGLAS COUNTY LIBRARIES FOUNDATION REGARDING USE OF CITY FUNDING FOR THE RUN WILD EVENT**

THIS AGREEMENT ("Agreement") is made and entered into this 12<sup>th</sup> day of June, 2012, by and between the City of Castle Pines, a municipality of the State of Colorado ("City"), and the Douglas County Libraries Foundation, a Colorado nonprofit corporation (the "Foundation"). The City and Foundation are collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, the City and the Foundation are authorized to enter into contracts pursuant to C.R.S. §§ 31-15-101 *et seq.*, and 7-123-102; and

WHEREAS, the City has established the Castle Pines Arts Commission ("Arts Commission") via Resolution No. 10-75 to promote arts and culture within the community of Castle Pines; and

WHEREAS, one of the goals of the Arts Commission is to ensure the continued economic vitality of the library located within the boundaries of the City (the "Castle Pines Library") that is operated by Douglas County Libraries (the "Library District"); and

WHEREAS, the Parties agree that the Castle Pines Library provides important informational and other public services to the residents of the City and the Library District; and

WHEREAS, the City Council of the City of Castle Pines approved a loan to the Arts Commission in the amount of Six Thousand Dollars (\$6,000.00) (the "Loan"), as ratified by Resolution No. 12-35, for the express purpose of assisting the Arts Commission in organizing a community running race known as *Run Wild* (the "Run Wild Event") to support the Castle Pines Library; and

WHEREAS, the Loan is conditioned upon repayment in full to the City through the collection of proceeds from the Run Wild Event provided the Event raises sufficient funds for repayment; and

WHEREAS, the Foundation has agreed to participate in the Run Wild Event as the fiscal agent for the Arts Commission to receive and expend funds for the sole purpose of holding the Run Wild Event.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the Parties as follows:

## COVENANTS AND AGREEMENTS

1. Use of Loan Proceeds. The City's Loan in the amount of Six Thousand Dollars (\$6,000.00) shall be used by the Arts Commission for the sole and exclusive purpose of the Run Wild Event. The Run Wild Event is scheduled to occur on September 22, 2012 and is proposed to be a running race to raise money in 2012 for the purposes of maintaining the library within the City's corporate boundaries.

2. Restricted Account. The City shall remit the Loan to the Arts Commission to be deposited in full in a segregated account held by the Foundation (the "Restricted Account"). The Foundation shall maintain the Restricted Account for the sole purpose of receiving and expending funds related to the Run Wild Event. The Foundation shall not charge any administrative, processing or any other fees or charges against the Restricted Account for performing its services set forth under this Agreement. The Restricted Account shall be used exclusively for Run Wild Event registration fees, sponsorships, donations, and other revenues or expenditures specifically related to the Run Wild Event. Each invoice presented for payment from the Restricted Account, except for withdrawal for repayment of the Loan to the City as specified in paragraph 4 below, shall require the signature of at least one of the following members of the Arts Commission:

- Joan Millspaugh *or* Warren Lynge, Arts Commission.

3. Maintenance of Records. The Foundation shall retain and remit copies of all monthly statements of the Restricted Account to the City, in care of the City Manager, within five (5) days of receipt of such statements.

4. Reimbursement of Loan to City. Following the Run Wild Event date but no later than October 31, 2012, the Loan shall be repaid to the City from the funds in the Restricted Account, provided that in the event the proceeds are insufficient to repay the Loan, in full or in part, neither the Foundation nor the Library District shall be responsible for repayment of such deficit to the City. The Loan shall be repaid to the City prior to and as a condition precedent to the release or disbursement of any remaining funds in the Restricted Account to the Foundation or the Library District for library purposes as specified in paragraph 5 below. The Interim City Manager or the Mayor shall be authorized to request withdrawal from the Restricted Account for purposes of repayment of the Loan to the City.

5. Restricted Account Balance. After repayment of the Loan to the City and payment of all outstanding invoices or expenses incurred by the Arts Commission for the Run Wild Event, the remaining funds in the Restricted Account may be retained by the Foundation for purposes of maintaining the library within the City's corporate boundaries.

6. General Provisions.

a. Notices. All notices, demands, requests or other communications required under this Agreement shall be in writing and shall be hand delivered to the individual for whom it is intended, or sent by registered or certified mail, return receipt requested, postage prepaid, to the

following addresses or to such other addresses as any party may from time to time designate by notice given pursuant to this paragraph.

To the City: City of Castle Pines  
Attn: Interim City Manager  
7501 Village Square Drive, Suite 100  
Castle Pines, CO 80108

To the Foundation: Douglas County Libraries Foundation  
Attn: Karen Gargan  
100 S. Wilcox Street  
Castle Rock, CO 80104

b. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Colorado.

c. Invalidity of Terms. If any term, clause or provision of this Agreement shall be judged to be invalid and the purpose of this Agreement remains unaffected by such invalidity, the validity and effect of any other term, claim, clause or provision shall not be affected; and such invalid term, clause or provision shall be severed from this Agreement in a manner to give effect to the remaining terms, clauses or provisions.

d. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes, and all of which, when taken together, shall constitute one and the same Agreement.

e. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement, except as otherwise expressly authorized herein.

f. 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 the parties herein, 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 the parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

g. Recitals. The Recitals to this Agreement are incorporated herein by this reference.

h. Effective Date. This Agreement shall be effective on the date approved by the City of Castle Pines.

i. Entire Agreement. This Agreement constitutes the entire understanding, contract and agreement between the parties as to the subject matters herein set forth, and this Agreement only supersedes prior written or oral understandings, agreements and commitments, formal or

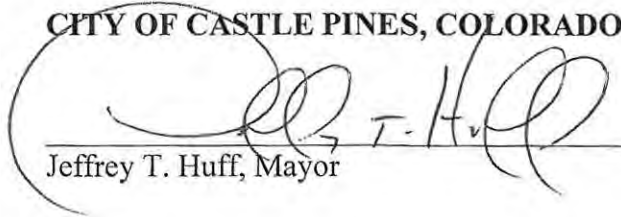
informal, relative thereto between all the parties hereto. No change, modification, alternation or amendment to this Agreement shall be binding upon the parties, except as specifically expressed in writing, making reference to this Agreement and signed by all of the parties hereto agreeing to be bound thereby.

j. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

k. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement as of the date and year first above written.

**CITY OF CASTLE PINES, COLORADO**



Jeffrey T. Huff, Mayor

ATTEST:



City Clerk or Deputy City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

**DOUGLAS COUNTY LIBRARIES  
FOUNDATION**, a Colorado nonprofit corporation



Mark Weston, President

ATTEST:



Secretary