

RESOLUTION NO. 22-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, APPROVING AN AGREEMENT AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, HIGHLANDS RANCH METRO DISTRICT AND THE DOUGLAS COUNTY COMMUNITY FOUNDATION, CONCERNING THE OPERATIONAL SUPPORT AND FUNDING OF THE DOUGLAS COUNTY COMMUNITY FOUNDATION

WHEREAS, the City of Castle Pines (“City”) is authorized to enter into contracts for lawful purposes for the protection of the health, safety, and welfare of its citizens; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Board of County Commissioners of Douglas County, the Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, and the Highlands Ranch Metro District (collectively, the “Contributing Entities”) are committed to helping support the operations of the Douglas County Community Foundation, a nonprofit corporation organized to assist other charitable organizations in Douglas County (the “Foundation”); and

WHEREAS, the Foundation is charged with responsibly managing philanthropic contributions, maintaining agile funds for emergencies, and providing support to local nonprofit organizations serving the needs within our community; and

WHEREAS, the Contributing Entities and the Foundation desire to set forth the terms and conditions in connection with the funding of the Foundation as set forth in an agreement in substantially the form as attached hereto as **Exhibit 1** (“Agreement”); and

WHEREAS, the City Council finds that providing financial support to help operate the Foundation will benefit the Castle Pines community as a whole; and

WHEREAS, financial contributions of the City are subject to annual appropriation and the City Council may decide at any time in the future to withdraw from participation in the Agreement.

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

Section 1. The City Council hereby: (a) approves an Agreement among the Board of County Commissioners of Douglas County, the Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Highlands Ranch Metro District and the Douglas County Community Foundation in substantially the form as attached hereto as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be requested by

the Contributing Entities that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement in final form.

Section 2. **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 AND 0 AGAINST THIS 25th DAY OF OCTOBER, 2022.


Tracy Engerman (Nov 2, 2022 08:53 PDT)

Tracy Engerman, Mayor

ATTEST:





Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

EXHIBIT 1

[see attached agreement]

AGREEMENT AMONG THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS, DOUGLAS COUNTY SCHOOL DISTRICT RE-1, DOUGLAS COUNTY LIBRARIES, THE TOWN OF CASTLE ROCK, THE TOWN OF PARKER, THE CITY OF LONE TREE, THE CITY OF CASTLE PINES, HIGHLANDS RANCH METRO DISTRICT AND THE DOUGLAS COUNTY COMMUNITY FOUNDATION, CONCERNING THE OPERATIONAL SUPPORT AND FUNDING OF THE DOUGLAS COUNTY COMMUNITY FOUNDATION

THIS AGREEMENT (“Agreement”) is entered into this ___ day of _____, 20___, by and between the Board of County Commissioners of the County of Douglas, Douglas County School District RE-1, the Douglas County Libraries, the Town of Castle Rock, the Town of Parker, the City of Lone Tree, the City of Castle Pines, the Highlands Ranch Metro District, hereinafter referred to collectively as the “Contributing Entities” and the Douglas County Community Foundation, hereinafter referred to as the ‘Foundation” and together with the Contributing Entities, the “Parties”; and

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution, and section 29-1-203, C.R.S. provide a means whereby governmental units may cooperate or contract with one another to make the most efficient and effective use of their powers and responsibilities; and

WHEREAS, the Parties desire to set forth the terms and conditions in connection with the funding of the Foundation; and

WHEREAS, the Foundation’s mission is to provide leadership and responsible stewardship of philanthropic resources to enrich the lives of every resident in Douglas County. The Foundation is committed to responsibly managing philanthropic contributions, maintaining agile funds for emergencies, inspiring generosity, and providing support to local nonprofit organizations serving the needs within our community; and

WHEREAS, the Contributing Entities see a collective good in having a single entity coordinating these goals and serving Douglas County as a whole; and

WHEREAS, the Contributing Entities believe the Foundation can provide these services more efficiently and effectively than each entity on their own; and

WHEREAS, the Contributing Entities have agreed to share some of the costs of operating the Foundation in accordance with the terms and conditions set forth herein;

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 Agreement. This Agreement sets forth the understanding of the Parties associated with the funding of the Foundation and the responsibilities of the Parties under this Agreement.

Section 2. Duration of Agreement. This Agreement shall be effective for a period of one year, beginning January 1, 2023, subject to annual appropriation of funds by the Contributing Entities. This Agreement shall renew automatically on December 31st of each year for an additional one-year term unless earlier terminated by the withdrawal of any Party as provided in this Section 2. If any Contributing Entity should decide, in adopting the budget for subsequent Agreement years, not to provide funding for the Foundation, then that Contributing Entity may withdraw from participation in this Agreement by giving written notice thereof to the other Parties. The remaining Parties shall have the option to negotiate and continue a cost sharing arrangement of the Foundation by amending this Agreement pursuant to Section 12 or this Agreement will automatically terminate at the end of the existing term. Any future automatic extension of the original term is contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes by each of the Contributing Entities.

Section 3. Relationship of the Parties and Foundation. This Agreement 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 among the Contributing Entities or between the Contributing Entities and the Foundation, and the rights and obligations of the Contributing Entities and the Foundation shall be only those expressly set forth in this Agreement.

Section 4. Appointment of Foundation Executive Director. The Parties agree that the individual hired as the Foundation Executive Director will be appointed by the Foundation Board of Directors (“BOD”). Among other benefits as may be negotiated by the BOD, the Foundation Executive Director shall be an at-will employee of the Foundation. The activities and performance of the Foundation Executive Director shall be subject to review by the BOD.

Section 5. Cost Sharing. The Contributing Entities agree to provide the following funding for the 2023 term and each term thereafter:

- A. Beginning January 1, 2023, the basic yearly estimated cost of implementing and operating the Foundation is \$185,001. The Contributing Entities agree to pay the following cost sharing amounts in each term of the Agreement:

Douglas County School District Re-1:	\$17,143
Douglas County:	\$65,000
Douglas County Libraries	\$17,143
Town of Castle Rock:	\$17,143
Town of Parker:	\$17,143
City of Lone Tree:	\$17,143
Highlands Ranch Metro District	\$17,143
City of Castle Pines	\$17,143

- B. The Foundation shall be the recipient of the contributed funds. The funds received for the Foundation shall be spent for costs directly associated with operating the Foundation. No funds shall be used for any other

purpose. Payments may be made annually or semi-annually at the discretion of the Contributing Entities.

Payments: Payments may be paid:

- One-time payment due upon receipt of fully executed Agreement or January 31st of the then-current term, whichever is later.
- ½ due upon receipt of fully executed Agreement or January 31st of the then-current term, whichever is later and remaining ½ due by July of the then-current term.

Payments can be made by check or electronic funds transfer payable to “Douglas County Community Foundation.”

Section 6. Responsibilities of the Foundation and the Parties.

A. The Foundation shall:

- (i) Provide feedback into the recruitment, hiring, and evaluation of the Foundation Executive Director, although the final hiring and any and all other employment-related decisions shall be made by the BOD in accordance with applicable Foundation employment procedures and policies.
- (ii) Provide an annual financial report detailing the uses of the funds provided for the operations of the Foundation.
- (iii) Provide a detailed report of the donations received and distributed during the year.

B. The Contributing Entities shall:

- (i) Provide annual financial support to the Foundation.
- (ii) Review the annual reports provided by the Foundation.
- (iii) Establish opportunities to maximize the chance of future financial contributions.

Section 7. Specific duties of the Foundation Executive Director.

The specific duties and responsibilities of the Foundation Executive Director are summarized as follows:

- Fundraising
- Strategic Planning
- Public Relations/Messaging
- Corporate Partner Relations
- Individual Partner Relations
- Municipal Partner Relations

- Nonprofit Partner Relations
- Grant Writing
- Presentation of Grants to the BOD
- Organizational Management
- Establish and Operate BOD Committees
- Board Engagement and Communications

Section 8. Notice. Any notice required by this Agreement shall be given, in writing by U.S. postal mail, as follows:

Town of Castle Rock:	Town of Castle Rock 100 N. Wilcox Castle Rock, CO 80104
Douglas County:	Douglas County Manager 100 Third Street Castle Rock, CO 80104
Douglas County School District RE-1:	Douglas County School District RE-1 620 Wilcox Castle Rock, CO 80104
Douglas County Libraries:	Douglas County Libraries 100 S. Wilcox St. Castle Rock, CO 80104
Town of Parker:	Town of Parker 20120 E Mainstreet Parker, CO 80138
City of Lone Tree:	City of Lone Tree 9220 Kimmer Dr., Suite 100 Lone Tree, CO 80124
Highlands Ranch Metro District:	Highlands Ranch Metro District 62 Plaza Drive Highlands Ranch, CO 80129

City of Castle Pines

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

Douglas County Community
Foundation:

Douglas County Community Foundation
420 Jerry St.
Castle Rock, CO 80104

Section 9. 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 Agreement is executed.

Section 10. Non-waiver. The Parties shall not be excused from complying with any provisions of this Agreement by failure of any party to insist upon or seek compliance with such provisions.

Section 11. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

Section 12. Amendment. This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.

Section 13. 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 herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 14. Assignability. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Parties.

Section 15. 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 Agreement.

Section 16. Governmental Immunity. The Parties hereto understand and agree that the Contributing Entities, 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 Agreement, 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 Contributing Entities.

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties. The Parties agree there has been no representations made other than those contained herein, that this Agreement constitutes the entire Agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

Section 18. Execution. This Agreement is expressly subject to, and shall not be or become effective or binding on the Parties until execution by all signatories of the Parties.

**The Board of County Commissioners of the
County of Douglas**

By: _____
Name, Title

ATTESTED:

By: _____
Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

APPROVED AS TO FINANCIAL CONSIDERATIONS:

Name, Title

Douglas County School District RE-1

By: _____
Board of Education for Douglas County School District

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

Town of Parker

By: _____
Name, Title

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

City of Lone Tree

By: _____
Name, Title

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

Town of Castle Rock

By: _____
Name, Title

Attest:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

Douglas County Libraries

By: _____
Name, Title

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

Highlands Ranch Metro District

By: _____
Name, Title

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

City of Castle Pines

By: _____
Name, Title

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title

Douglas County Community Foundation

By: _____
Name, Title

ATTEST:

Name, Title

APPROVED AS TO LEGAL FORM:

Name, Title