

**RESOLUTION NO. 23-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO, APPROVING A FUNDING AGREEMENT WITH 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**, the Douglas County Community Foundation, a nonprofit corporation, was 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 the Douglas County community; and

**WHEREAS**, the Foundation is seeking annual contributions from Douglas County municipalities and the Douglas County Board of County Commissioners to assist in funding the operations of the Foundation; and

**WHEREAS**, pursuant to Resolution No. 22-46, the City Council previously approved an agreement with other Douglas County municipalities, the Douglas County Board of County Commissioners and the Foundation in connection with the funding of the Foundation (“Prior Agreement”); and

**WHEREAS**, the Prior Agreement was not fully executed, and therefore, never became effective; and

**WHEREAS**, the City Council continues to support the mission and purpose of the Foundation and believes that providing financial support to help operate the Foundation will benefit the Castle Pines community as a whole; and

**WHEREAS**, the City and the Foundation desire to enter into a new agreement whereby the City agrees to make an annual financial contribution to the Foundation (“Funding Agreement”), subject to annual appropriation, and in accordance with the terms and conditions of an agreement between the City of Castle Pines and the Douglas County Community Foundation set forth herein.

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

**Section 1.** The City Council hereby: (a) rescinds its approval of the Prior Agreement under Resolution No. 22-46; (b) approves a Funding Agreement between the City of Castle Pines, Colorado and the Douglas County Community Foundation in substantially the form as attached hereto as **Exhibit 1**; (c) 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 (d) 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 23<sup>rd</sup> DAY OF MAY, 2023.**

  
Tracy Engerman (Jun 12, 2023 17:02 MDT)

Tracy Engerman, Mayor

ATTEST:





Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM:



Linda C. Michow, City Attorney

**EXHIBIT 1**

*[see attached agreement]*

**FUNDING AGREEMENT  
BETWEEN CITY OF CASTLE PINES, COLORADO AND  
DOUGLAS COUNTY COMMUNITY FOUNDATION**

**THIS FUNDING AGREEMENT** (hereinafter the “Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the **CITY OF CASTLE PINES**, a Colorado home rule municipal corporation (hereinafter the “City”), and **DOUGLAS COUNTY COMMUNITY FOUNDATION**, a Colorado nonprofit corporation (hereinafter “DCCF”). The City and DCCF hereinafter collectively referred to as the “Parties” and individually to as a “Party.

**RECITALS**

**WHEREAS**, the City and DCCF desire to set forth the terms and conditions in connection with the operation of DCCF; and

**WHEREAS**, the purpose of the DCCF includes, but is not limited to: the promotion of the highest quality of community life; developing those philanthropic resources to meet the needs of the community; and, funding and support of areas such as arts and culture, human services, health services, community development, education, environment, and children and families; and

**WHEREAS**, the DCCF’s mission is to provide leadership and responsible stewardship of philanthropic resources to enrich the lives of every resident in Douglas County; and

**WHEREAS**, the DCCF is committed to responsibly managing philanthropic contributions, maintaining agile funds for emergencies, catalyzing charitable giving, and providing support to local nonprofit organizations serving the needs within our community; and

**WHEREAS**, the City recognizes the benefit in having a primary entity facilitating these goals and serving Douglas County as a whole; and

**WHEREAS**, the City believes the Douglas County Community Foundation, representing all of Douglas County, can provide these services more efficiently and effectively than the City on its own; and

**WHEREAS**, the City has agreed to assist in the costs of operating DCCF in accordance with the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the Parties agree as follows:

**AGREEMENT**

1. Subject Matter of Agreement. This Agreement sets forth the understanding of the Parties associated with the exchange of consideration, the ongoing costs and management of DCCF and the responsibilities of the Parties under this Agreement.
2. Term; Automatic Renewal; Termination. This Agreement shall be effective for a period, commencing on the Effective Date, and terminating on December 31, 2023. This Agreement shall renew automatically on December 31st of each year for an additional one-

year term unless earlier terminated by the withdrawal of either Party before December 31<sup>st</sup> of current term. Any future automatic renewal of the original term is contingent upon annual funding being appropriated, budgeted and otherwise made available for such purposes by the City. The City may terminate this Agreement at any time for any reason, provided that the City shall not be entitled to repayment of any portion of the City Contribution already made to DCCF.

3. Relationship of the Parties. 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 between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.
4. DCCF Executive Appointment. The Parties agree that the individual hired as the Douglas County Community Foundation chief executive (“Chief Executive”) will be appointed by the Foundation Board of Directors (“BOD”). The Chief Executive shall be an at-will employee of the Foundation. The activities and performance of the Chief Executive shall be subject to review by the BOD.
5. Ex Officio BOD Appointment. The City shall have a seat on the BOD as a non-voting Ex Officio board member in accordance with DCCF bylaws, a copy of which is attached hereto as **Exhibit A**.
6. City Contribution. The City agrees to provide funding to DCCF for the 2023 term in the amount of \$17,857 (“City Contribution”) and each term thereafter, subject to annual appropriation by the City. The City shall pay the City Contribution within 30 days of the Effective Date. For subsequent terms, and upon receipt of an invoice from DCCF, the City shall make payment of the City Contribution on or before January 31<sup>st</sup> of the then-current term. Payment can be made by check or electronic funds transfer payable to DCCF upon invoice receipt from DCCF.
7. Expenditure of City Contribution. DCCF shall spend the City Contribution only on costs and expenses directly associated with operating DCCF. No portion of any City Contribution shall be used for any other purpose.
8. DCCF Budget. DCCF shall provide the City with a copy of the approved budget for which the contributed funds being made. DCCF shall provide an annual financial report detailing the uses of the funds provided for the operations of the Foundation by the end of Q1 of the subsequent year.
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.
10. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective.

11. Amendment. This Agreement may be amended, modified, or changed, in whole or in part, only by written Agreement executed by the Parties hereto.
12. Assignment. No party hereto shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party.
13. Governmental Immunity. The Parties hereto understand and agree that the Parties, 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 Parties.
14. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties hereto. The Parties agree there have 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.
15. 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.
16. Notices. Any notice to be given hereunder by any Party to the other shall be in writing by personal delivery, or electronic mail with a copy sent by first class mail, postage prepaid,. Notices shall be addressed to the Parties as follows:

To the City:

CITY OF CASTLE PINES  
7437 Village Square Drive  
Suite 200  
Castle Pines, CO 80108  
[Michael.penny@castlepinesco.gov](mailto:Michael.penny@castlepinesco.gov)

To Douglas County Community Foundation:

DCCF  
9233 Park Meadows Dr  
Suite 108  
Lone Tree, CO 80124  
Attn: Executive Director  
[Foundation@dccf.org](mailto:Foundation@dccf.org)

17. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without regard to the conflict of laws of such State.
18. Good Faith. The Parties agree to work together in good faith in fulfilling their obligations hereunder.
19. Incorporation by Reference. The recitals to this Agreement are incorporated herein by this reference.



**CITY OF CASTLE PINES**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Tobi Duffey, City Clerk



**EXHIBIT A  
DCCF BYLAWS**