

RESOLUTION NO. 24-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,
COLORADO, APPROVING THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CASTLE PINES, COLORADO AND THE CASTLE PINES
URBAN RENEWAL AUTHORITY REGARDING THE USE OF CITY RESOURCES**

WHEREAS, pursuant to the Colorado Urban Renewal Law, Section 31-25-101, *et seq.*, C.R.S. (the “Act”), the City Council of the City of Castle Pines (the “City Council”) formed the Castle Pines Urban Renewal Authority (the “Authority”) by Resolution No. 23-26; and

WHEREAS, the City of Castle Pines (the “City”) is authorized to enter into the intergovernmental agreement with the Authority attached to this Resolution as Exhibit A (the “Agreement”) pursuant to its home rule powers, Section 31-15-101, C.R.S., and Section 31-25-112 of the Act; and

WHEREAS, the City desires to participate in activities related to the establishment of urban renewal plan(s) and urban renewal project(s) within the City; and

WHEREAS, the City has determined that, for purposes of economy and efficiency of operation, it is in the best interests of the public that the City allow the Authority to make use of the City’s staff and other resources, subject to the terms and conditions of the Agreement.

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 Between the City of Castle Pines, Colorado and the Castle Pines Urban Renewal Authority Regarding the Use of City Resources” in substantially the same form as attached to this Resolution as Exhibit A; (b) authorizes the City Attorney, in consultation with City Staff, to make or negotiate such changes as may be needed to the Agreement so long as any changes do not substantially increase the obligations of the City; and (c) authorizes the Mayor to execute the Agreement on behalf of the City when it is in its final form.

Section 2. If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

Section 3. This Resolution is effective immediately upon adoption.

(Signature page follows)

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 ON THIS 27TH DAY OF FEBRUARY, 2024.



ATTEST:

Tobi Duffey

Tobi Duffey, MMC, City Clerk

Tracy Engerman
Tracy Engerman (Feb 28, 2024 12:00 MST)

Tracy Engerman, Mayor

APPROVED AS TO FORM:

Linda C Michow

Linda Michow, City Attorney

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES,
COLORADO AND THE CASTLE PINES URBAN RENEWAL AUTHORITY
REGARDING THE USE OF CITY RESOURCES**

(Attached.)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CASTLE PINES, COLORADO AND THE
CASTLE PINES URBAN RENEWAL AUTHORITY REGARDING THE USE OF
CITY RESOURCES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") between the **CITY OF CASTLE PINES, COLORADO**, a Colorado home rule municipality (the "City") and the **CASTLE PINES URBAN RENEWAL AUTHORITY**, a body corporate and politic in the State of Colorado (the "Authority") (collectively, the "Parties"), is effective as of the date of the last signature below (the "Effective Date").

RECITALS

WHEREAS, pursuant to the Colorado Urban Renewal Law, Section 31-25-101, *et seq.*, C.R.S. (the "Act"), the City Council of the City ("City Council") formed the Authority by Resolution No. 23-26; and

WHEREAS, the City and the Authority desire to participate in activities related to the establishment of urban renewal plan(s) and urban renewal project(s) (the "Plan"); and

WHEREAS, the City and the Authority have determined that, for purposes of economy and efficiency of operation, it is in the best interests of the public that the Authority make use of the City's staff and other resources, subject to the terms and conditions of this Agreement; and

WHEREAS, the City is authorized to enter into this Agreement pursuant to its home rule powers, Section 31-15-101, C.R.S., and Section 31-25-112 of the Act; and

WHEREAS, the Authority is authorized to enter into this Agreement pursuant to Section 31-25-105 of the Act; and

WHEREAS, the City and the Authority wish to express their mutual agreement on these matters as more fully set forth herein.

NOW, THEREFORE, it is agreed by the Parties as follows:

AGREEMENT

1. Authority use of City Staff and the City Attorney

A. Subject to the approval of the City Manager, the City agrees to provide City employees (collectively, "City Staff") to the Authority on an as-needed basis to perform operation and management activities of the Authority including, but not limited to, accounting, treasury, management, procurement, personnel, engineering, and planning services.

B. The City agrees that the City Attorney of the City of Castle Pines (the "City Attorney") may serve as legal counsel to the Authority unless and until such time as outside counsel is retained by the Authority.

C. It is the Parties' intention that the services performed by City Staff and the City Attorney on behalf of the Authority will not interfere with the ability of City Staff and the City Attorney to carry out their duties and responsibilities for the City. The City Manager shall retain the right to limit or withhold assignment of City Staff and the City Attorney to work for the Authority if, in the judgment of the

City Manager, such assignment is impairing City Staff's or the City Attorney's ability to perform City duties and responsibilities.

2. Office Space; Furnishings; Equipment

City Staff working on behalf of the Authority are authorized to utilize City office space, furnishings and equipment, including telephones, fax machines, printers, photocopiers, computers, office supplies and similar equipment, to conduct the Authority's business.

3. City Advance of Funds

The Parties acknowledge and agree that the Authority may from time to time request that the City provide one or more cash advances to the Authority for financing, in whole or in part, an urban renewal project or work otherwise associated with the Plan including administrative expenses of the Authority. Any cash advances provided to the Authority under this Agreement shall constitute an obligation of the Authority to repay the City for the same, and shall be noted on the Authority's financial records as a debt to be repaid. Repayment by the Authority shall be made on terms and conditions as may be set forth in a promissory note or other similar instrument. Nothing herein shall be construed as constituting a multi-year fiscal obligation of the City within the meaning of Article X, Section 20 of the Colorado Constitution, it being the intention of the Parties that any cash advances provided by the City to the Authority shall be subject to annual appropriation.

4. Insurance

The Authority may obtain its own public liability insurance and other insurance policies; however, the City and the Authority agree that the Authority will initially be added as an additional insured within the City's existing liability insurance coverages.

5. City and Authority Separate

Notwithstanding anything provided in this Agreement, the City and its officials, representatives, consultants, and employees shall not be construed as the agents or employees of the Authority, and the Authority and its officials, representatives, consultants, and employees shall not be construed as agents or employees of the City. The Parties enter into this Agreement as separate, independent governmental entities and shall remain such throughout. Without limiting the foregoing, neither party shall hereby assume the debts, obligations, or liabilities of the other party.

6. Liability

The Authority shall be responsible for any and all claims, damages, liability and court awards, including costs, expenses, and attorney fees, incurred as a result of any action or omission of the Authority or its officers, employees, and agents in connection with the subject matter of this Agreement.

7. Amendment; Termination

A. This Agreement may be amended only by written agreement executed by the Parties in the same manner as this Agreement.

B. This Agreement may be terminated by a party hereto at any time after giving at least ninety (90) days prior written notice to the other party; provided, however, that termination of this

Agreement shall not release the Authority from its obligation to pay the funds due the City as provided herein.

8. Entire Agreement

This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Parties relating to the subject matter hereof. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof.

9. Governing Law; Venue

This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, and the applicable provisions of the Charter and Municipal Code of the City of Castle Pines. Venue for any legal action relating to this Agreement shall lie in the District Court, County of Douglas, State of Colorado.

10. Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect.

11. 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 City and the Authority. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity. It is the express intention of the City and the Authority that any person or entity other than the City and the Authority receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

12. No Waiver of Governmental Immunity

Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City or the Authority, their officials, employees, contractors, agents, or any other person acting on behalf of the City or the Authority and, in particular, immunities, rights, and protections afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

13. Counterparts; Electronic Signatures

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. In addition, the Parties specifically acknowledge and agree that electronic signatures shall be effective for all purposes, in accordance with the provisions of the Uniform Electronic Transactions Act, Title 24, Article 71.3 of the Colorado Revised Statutes.

IN WITNESS WHEREOF, this Agreement is executed by the Parties hereto.

(Signature Pages Follow)

CITY OF CASTLE PINES, COLORADO

By: _____
Tracy Engerman, Mayor

Date of Execution: _____

ATTEST:

By: _____
Tobi Duffey, MMC, City Clerk

APPROVED AS TO FORM

By: _____
Linda Michow, City Attorney

CASTLE PINES URBAN RENEWAL
AUTHORITY

By: _____
Tracy Engerman, Chairperson

Date of Execution: _____

ATTEST:

By: _____
Tobi Duffey, Clerk to the Authority

APPROVED AS TO FORM

By: _____
Authority Counsel