

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FREDERICK,
COLORADO AND THE CARBON VALLEY PARKS AND RECREATION DISTRICT FOR THE
SHARED USE OF FACILITIES**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this April 15 2026, by and between the Town of Frederick, (“Town”) a Colorado statutory town whose address is 401 Locust Street, Frederick, CO 80530, and the Carbon Valley Parks and Recreation District (“District”), a Colorado special district whose address is 701 5th Street, Frederick, CO 80530 The above-named entities may be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this agreement shall be May 6, 2026 (“Effective Date”).

1. Recitals

- 1.1 The Town and District are desirous of effecting a cooperative relationship that will achieve maximum community benefits while avoiding duplication of services, expenses, and efforts wherever possible, as more fully set forth below.
- 1.2 The District acknowledges that the Town has expertise in the areas of parks, trails, and open space maintenance, and as such, it is appropriate for the District to rely upon the Town’s expertise in these areas.
- 1.3 The Town acknowledges the expertise of the District in the areas of recreation programming, scheduling, and management, and therefore, it is appropriate for the Town to rely upon the expertise of the District in these areas.
- 1.4 The Town acknowledges and specifically encourages the role the District plays in the management of recreational activities. The Town recognizes the benefits to the public of the on-going viability of the District, and the Town acknowledges that it does not intend to be actively involved in recreation management, scheduling, or administration in the areas that include, but are not limited to youth, senior, and adult recreation programming.
- 1.5 The District was duly formed to provide recreation facilities and services to the residents within the taxable authority of the District’s boundaries and is duly authorized by state law to provide such facilities and services.
- 1.6 Areas of the Town are included within the boundaries of the District.
- 1.7 The Town is authorized to provide outdoor recreation facilities and services, and owns

and continues to actively plan and develop a comprehensive park, recreation, open space, and trail system for the benefit of the Town and its residents.

- 1.8 The Town shall continue its policy of requiring that all new annexation to the Town or developments within the Town petition for inclusion into the District.
- 1.9 The Parties find that it is in the best interests of the residents of the Town and of the District that the Parties enter into this Agreement to set forth certain mutual understandings with respect to the provision of recreational facilities and services.
- 1.10 Pursuant to Colorado Constitution Article XIV, Section 18(2)(a), and Colorado Revised Statutes § 29-1-201, *et seq.*, the Town and the District may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each.
- 1.11 The Parties find they each have the authority to enter into the agreements set forth herein.
- 1.12 The Parties find that it is beneficial to the taxpayers and residents of the Parties to cooperate with respect to the provision of recreation facilities and services, and that such cooperation will enhance efficient provision of such facilities and services.
- 1.13 The Parties find that it is beneficial to the taxpayers and residents of the Parties to invest in wellness programming for Town employees in order to reduce medical and insurance claims, thus resulting in lower costs for providing Town employee healthcare, which provides savings to taxpayers.
- 1.14 The Parties find that the efficient provision of such facilities and services will be enhanced through this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

2. Scope of Agreement

This Agreement is intended to set forth certain general understandings of the Parties regarding their relationship and their provision of recreation facilities and services to residents within the Town and the District. This Agreement is also intended to set forth the Parties' specific responsibilities concerning the use, management, operation, and maintenance of certain Town-owned facilities (listed below) that are jointly used for recreation services. This Agreement is not intended to preclude additional agreements between the Parties

subsequent to this Agreement.

3. General Responsibilities of the Town

The Town will have the following general responsibilities with respect to the following matters of mutual interest to the Parties.

- 3.1 The Town will add a condition of approval to any Resolution or Ordinance approving a development application for any property that is not already within the District requiring a valid petition for inclusion be submitted to the District. Such best efforts shall not require that the Town commence or join in any litigation regarding the enforcement of this provision.
- 3.2 So that the District will have the opportunity to comment on development proposals, the Town will (or require applicant to) provide to the District a referral package on all new developments within the Town pursuant to Town Land Use Code; provided, however, that should the Town or applicant for development inadvertently fail to mail such referral, such failure shall not constitute a breach of this Agreement or require the delay or cancellation of any scheduled Planning Commission or Town Board public hearing regarding the subject development.
- 3.3 The Town will develop or require to be developed parks, open spaces, and trails within the Town. The Town generally requires new parks, open spaces, and trails to be owned and maintained by a Homeowner's Association or Metropolitan District. The Town is not required to provide for programming at parks, open space, or trails that the Town does not own or manage.
- 3.4 The Town shall provide the District a list of eligible employees who may access District Facilities pursuant to the wellness program set forth in Paragraph 4.5 below.

4. General Responsibilities of the District

The District will have the following general responsibilities with respect to the following matters of mutual interest to the Parties.

- 4.1 The District will provide and maintain a current contact for a District representative(s) to be contacted in the case of emergency related to any District activity or event within the Town. The District shall provide the contact list to the Town annually, or upon changes of designated representative(s) or their contact information.

- 4.2 Representatives of the District shall provide the Town with regular updates that include information on current and planned services and facilities, and other issues related to implementation of this Agreement, and other matters of mutual interest.
- 4.3 The District shall update its service plan or other necessary filing, as may be necessary, to ensure it can include properties into the District that may be annexed into the Town of Frederick.
- 4.4 The District shall not enter into any agreement with City of Dacono, Town of Firestone, Town of Frederick, or properties in unincorporated Weld County to provide specific facilities or services without notification to the Town.
- 4.5 The District shall assist the Town in providing employee wellness programming and activities, which will include:
- A. Free access to District Facilities for Town employees and employees' dependents for benefitted employees, and access to Town employees only, if they are a non-benefitted employee. Town will provide its employees a form to obtain a pass for access to the District facilities. Town employees will be responsible to provide this form to the District for processing. The Town will then report any changes of employment status to the District within 10 days or sooner as may be practical, so that such passes may be revoked; and
 - B. Fitness/Wellness tips and tour of District facilities.
- 4.6 The Parties will continue to work collaboratively to assess additional wellness programming opportunities.

5. Terms of Joint Use for Parks/Fields/Town-Owned Properties

5.1 *Parks and Uses*

The provisions of this Section are intended to govern the Parties' use, management, operation, and maintenance of certain Town-owned properties that are to be utilized jointly by the District and Town for the provision of District-scheduled recreation activities, Town events, and other uses. The provisions of the Agreement apply to all Town-owned and managed properties (hereinafter referred to individually as a "Facility," or collectively as the "Facilities").

5.2 ***Concessions***

Any concessions operated at District events shall obtain applicable permits through the Town and any other required sales tax or applicable health department licensure.

5.3 ***Restroom Facilities***

The District may, at no cost to the Town, arrange and be responsible for the placement, operation, maintenance, and upkeep of port-a-lets at Facilities used for District uses. The District shall coordinate with the Town for placement of port-a-lets in locations designated by the Town. Town restroom facilities will be provided, weather and operationally dependent.

5.4 ***Site Supervisor***

The District shall, at no cost to the Town, provide a site supervisor for all District uses of, and tournaments at, the Facilities. The site supervisor shall be a representative of the District. The site supervisor shall be responsible for locking/unlocking Facilities and fields where required, and ensure trash pick-up and general maintenance after each function. The site supervisor and other District representative shall be easily identifiable (with either District uniforms or name tags) during District functions conducted on Town-owned fields. The District shall be solely responsible for the hiring, supervision, and evaluation of the site supervisor(s) and all District employees while utilizing the parks for District purposes, including without limitation the provision of all compensation and all workers compensation and other coverages. No employment relationship, express or implied, shall exist between the Town and such persons.

5.5 ***Maintenance***

The Town shall provide for general maintenance for the Facilities, to include, mowing, watering, fertilization, weeding, and provision of necessary utilities. The Town will maintain grass at heights the Town deems appropriate for the conditions then existing. The Town is responsible for maintaining capital assets of the Facilities, such as fences, gates, buildings, structures, irrigation systems, lighting, playground equipment, restroom facilities (not including port-a-lets placed at the Facilities by the District in accordance with this Agreement), and parking lots.

5.5.1 Level of Service – The District may identify the need for an increase in the service level at the Facilities such as proper mowing heights and surface conditions – eliminate low spots, fill in slide areas, and back fill pitching mounds – and provide such information to the Town. The Town in its sole discretion will maintain Facilities at a level it deems appropriate based upon best practices, available labor, and budgetary

restraints. Nothing herein will prevent the Parties from working jointly together to implement the increased level of service at the Facilities. As the Facilities and other parks, fields, and Town-owned properties in the Town are developed, the Parties will identify those facilities that are to be utilized as “game” facilities and those that are primarily used as “practice” facilities.

5.5.2 Damages to Facilities – Aside from normal wear and tear, the District shall be responsible to repair damages that occur to Town Facilities during or as a direct result of the District’s use of Town Facilities.

5.6 *District Equipment*

Any District equipment proposed to be stored at the Facilities shall be stored in structures and/or locations approved by the Town. The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any stored District equipment or other District property placed or located on, at, or in the Facilities, it being acknowledged and understood by the District that the safety and security of any such property is the sole responsibility and risk of the District. District equipment shall be removed during Town events. The District may request to display or install banners, flyers, and signs, and the Town shall have sole discretion on the placement location, sign types, and placement duration.

5.7 *Capital Improvements*

The District shall not make any capital improvements to the Facilities without the prior written consent of the Town, as evidenced by a writing signed by the Town Mayor or Town Manager following approval of the Town Board. The Town and District may utilize addenda to this Agreement to memorialize Town consent for and the Parties’ agreement concerning the completion, ownership, maintenance, and financing of any capital improvements. Unless otherwise provided in such an addendum, all capital improvements shall be owned by the Town.

5.8 *Capital Improvements Planning*

The District and the Town will meet prior to annual budget preparation to discuss any planned capital improvement projects for the following year. Any projects discussed that require joint funding shall be subject to approval by both the Town and District during their respective budget approval process.

The District and the Town’s Parks, Recreation, Open Space and Trails Advisory Commission will coordinate a regular cadence of a joint meeting or work session to discuss future planning

and potential capital improvements.

5.9 ***Grant Applications and Awards***

The District and the Town will make their best efforts to coordinate grant applications to assist with any planned capital improvements.

5.10 ***Rules on Use of Parks***

During District uses, District staff and its contractors shall ensure the Facilities are used in compliance with applicable rules. Incidents of vandalism or other conduct that may be in violation of law or use rules shall be reported to the Frederick Police Department, or the Parks and Open Space Department, as appropriate.

5.11 ***District Events***

District sponsored practices, games, tournaments, one-time events, adult and youth activities, or any other such related public use, referred to hereafter as “District Events,” shall be subject to the following additional requirements. In the event of any conflict between the provision of this subsection and the other provisions of Section 5, the subsection shall control:

5.11.1 Under Terms of this Agreement, all revenues will be retained by the District, unless a separate agreement between the Town and the District is executed for specific District Events.

5.11.2 The District is responsible for cleaning and stocking restrooms during and/or after such District Events, beyond the regular maintenance as may be provided by the Town at its sole discretion.

5.11.4 The District is responsible for ensuring appropriate and adequate trash containers are available at all Facilities throughout the duration of all District Events.

5.11.5 The District is responsible for preparing all fields prior to and between games including chalking and/or painting lines, repairing surface condition from that day’s usage, and goals, flags, cones, and other devices designating fields of play. At the request of the Town, the District shall re-orient sports fields to prevent excessive turf damage, to the extent possible within a Facility.

5.11.6 The District shall be responsible for cleaning viewing areas, stands, dugouts, and removing all trash from the Facility created from the given use.

5.11.7 The District shall return the Facility to the same or better condition than existed prior to the event.

6. Scheduling

The Town shall be responsible for maintaining and administering the scheduling of Town Facilities for the Town, District, and third-party use. The Parties will work together to provide timely scheduling information to one another and resolve scheduling conflicts.

6.1 *Town Use*

The Town has first priority for the use and scheduling of Town Facilities. The Town shall determine the dates for priority use and shall communicate those dates to the District by December 1st for the following calendar year, or as soon as possible after the events are scheduled. The Town reserves the right to supersede any pre-approved dates of District events at its sole discretion for the purposes of Town-sponsored events.

6.2 *District Use*

The District has second priority for the use and scheduling of Town Facilities. Subject to Town use above, the District shall determine the dates for secondary use and shall communicate those dates to the Town by February 1st of each year, or as soon after as the events are proposed.

6.3 *Third-Party Use*

The remaining dates for Facility use shall become available on a rolling basis, where other entities or individuals can request and make reservations for Facility use. Such use shall be in compliance with Town codes and shall be on a first-come, first-served basis utilizing the established Park Shelter Reservation or Special Event Permit process in place at the time of reservation.

While the Town reserves the right to govern the use of Facilities at its sole discretion, the Town shall not intentionally enter into any Agreement with a third-party that offers services or events similar to the District, without prior notification of the District.

7.0 Liability

7.1 The District shall require participants in its programming or events to sign liability

waivers that release the Town of Frederick and all respective affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors of the Town of Frederick, and their affiliated entities from liability arising from such activity or event. The District shall provide the Town a copy of these documents annually.

7.2 To the extent permitted by law, the Town agrees to indemnify and hold harmless the District, agents, and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage that arise out of or are connected with the Town's use, operation, maintenance, or management of the Facilities pursuant to this Agreement, or that are caused by, or claimed to be caused by, the act, omission, or other fault of the Town, its agents, and employees.

7.3 To the extent permitted by law, the District agrees to indemnify and hold harmless the Town and its officers, agents, and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage that arise out of or are connected with the District's or District Contractor's use, operation, maintenance, or management of the Facilities, or that are caused by, or claimed to be caused by, the act, omission, or other fault of the District, its officers, agents, and employees.

7.4 ***Insurance***

The District and the Town agree that each shall also maintain the following insurance types with the following minimum policy limits:

Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of work at the Facilities with a minimum limit of ONE MILLION DOLLARS (\$1,000,000).

General Liability insurance with minimum combined single limits of ONE MILLION, TWO HUNDRED THOUSAND DOLLARS (\$1,200,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include public liability coverage for any injury or death, and property damage, fire, burglary, and theft. The policy shall contain a *severability of interests* provision.

Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000) aggregate with respect to each owned, hired, and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a *severability of interests* provision.

7.5 Nothing contained within this Agreement is intended to be a waiver of the immunity of either Party pursuant to Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*

8. Choice of Law

The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

9. Notices

9.1 *Requirement of a Writing. Permitted Methods of Delivery.* Each Party giving or making any notice, request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier (with all fees prepaid), facsimile, or e-mail.

9.2 *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the “Addressee”) at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.

9.3 *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

10. Communications

The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key Town and District staff involved in providing the shared services described in this Agreement shall report as needed to the Board.

11. Term

This Agreement is subject to annual review but will remain in effect until December 31, 2030 unless sooner terminated by mutual written agreement or as provided in this Section. The

Parties may mutually renew this Agreement by written amendment for up to one additional five-year term. Either party may terminate this Agreement upon sixty (60) days' prior written notice in the event of a material breach if such breach is not cured with sixty (60) days of written notice of breach. Any notice of breach shall state with particularity the alleged breach, and the applicable cure period may run concurrently with the 60-day period for notice of termination.

The Parties may agree to mutually terminate this agreement upon one hundred twenty (120) days' written notice, signed by both parties.

12. Miscellaneous Provisions

12.1 This Agreement is made solely for the benefit of the Parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

12.2 **No Assignments.** Neither Party may assign any of its rights, duties, or obligations arising under this Agreement without the prior written consent of the other Party.

- *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties, or obligations of either Party without the express written consent of the other Party shall be void.

12.3 **Applicable Law, Jurisdiction, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado with venue in Weld County, Colorado.

12.4 **Compliance with Law.** The Town and the District shall comply with any and all otherwise applicable and valid state, federal, or local laws or regulations in relation to this Agreement.

12.5 **Severability.** If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction as to either party or as to both Parties, such invalidity and unenforceability shall not affect the other provisions of this Agreement, except that any similar right or obligation of the other party shall be deemed invalid and unenforceable. Further, with respect to any provision so held or deemed invalid or unenforceable, the Parties agree to take such actions as may be necessary to achieve to the greatest degree possible the intent of the affected provision.

12.6 **Amendments.** This Agreement may be amended in writing only by mutual agreement

of the governing bodies of the Parties.

12.7 **TABOR Compliance.** This Agreement is not intended and shall not be construed to create any debt or multiple fiscal-year obligations of either of the Parties, or to require or compel the appropriation of funds of either of the Parties.

12.8 **Future Facilities.** The District shall make reasonable effort to work with the Town to engage for future District facilities on Town-owned property, and shall make recommendations forthwith and shall pursue reasonable and necessary community and ballot initiatives as is required.

12.9 **Future Construction.** The District shall not construct or operate recreation facilities in unincorporated areas of the County unless the unincorporated area is included within the District and notice is provided to the Town as described in Sections 4.3, 4.4, and 9.

12.10 **Headings.** Section and subsection titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference. Such titles and captions in no way define, limit, extend, or describe the scope of this Agreement nor the intent of any text following the title or caption.

12.11 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

12.12. **Merger.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

APPROVED this 15th day of April, 2026.

TOWN OF FREDERICK

**CARBON VALLEY PARKS AND
RECREATION DISTRICT**

Traci Crites, Mayor

Samantha Meiring, Board President

ATTEST:

ATTEST:

Tricia David, Town Clerk

Tina Martin, District Secretary

Approved as to Form

Town Attorney