

INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF FIRESTONE AND CARBON VALLEY PARKS AND RECREATION DISTRICT

THIS AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2024 (the "Effective Date"), by and between the **TOWN OF FIRESTONE**, a Colorado statutory municipal corporation with an address of 9950 Park Avenue, Firestone, Colorado 80504 ("Town"), and **CARBON VALLEY PARKS AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado with a principal place of business at 701 Fifth St, Frederick, Colorado 80530 ("District") and provides services as follows:

1. RECITALS AND PURPOSE

- 1.1. The Town and the District (also referred to herein collectively as the "Parties" or individually as a "Party"), as separate political subdivisions of the State of Colorado, each can provide park and recreation services.
- 1.2. The Purpose of this Agreement is to establish the rights and responsibilities of the Town as the owner of the property with responsibility for all turf and grounds maintenance of the property and the District as the site user to encourage and promote recreational programs and facilitate the responsible use of Town-owned fields and facilities, outline the procedures and provide priorities for the use of Town-owned fields and facilities.
- 1.3. Pursuant to Colorado Constitution Article XIV, Section 18(2)(a), C.R.S. section 29-1-201, et seq., and C.R.S. section 32-1-1001(1)(d)(I), the Town and the District may cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each.
- 1.4. 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.
- 1.5. Areas of the Town are included within the boundaries of the District.
- 1.6. The Town is authorized to provide recreation facilities and services and owns and continues to actively plan and develop a comprehensive park and trail system for the benefit of the Town and its residents.
- 1.7. The Town shall continue its policy of requiring all new annexations to the Town or developments within the Town to petition for inclusion into the District.
- 1.8. The Town finds that it has the authority to enter into the Agreement set forth herein, and the District finds that it has the authority to enter into the Agreement set forth herein.
- 1.9. The Parties find that it is beneficial to the Parties' taxpayers and residents to cooperate regarding the provision of recreation facilities and services and that such cooperation will enhance the efficient provision of such facilities and services. The Parties find that it is beneficial to the taxpayers and residents of the Parties to invest in wellness programming for Town employees.

- 1.10. The Parties agree that upon its adoption, this Intergovernmental Agreement shall replace in its entirety the Intergovernmental Agreement previously entered into between the Parties dated March 9, 2016.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Town and the District agree as follows:

2. SCOPE OF AGREEMENT

- 2.1. This Agreement sets forth certain understandings of the Parties regarding their relationship and their provision of recreation facilities and services to residents within the Town and the District.
- 2.2. This Agreement shall set forth the Parties' duties concerning the use, management, maintenance, and operation of Town-owned fields and facilities listed in **Exhibit A, Town-Owned Fields and Facilities**, which is incorporated herein.
- 2.3. This Agreement is not intended to preclude additional agreements between the Parties regarding matters of joint concern.

3. RESPONSIBILITIES OF THE TOWN: The Town will have the following responsibilities with respect to the following matters of mutual interest to the Town and the District:

- 3.1. The Town will include the District in its Planning & Zoning Referral Agency Request process.
 - 3.1.1. Prior to approval of any development application for property not within the District, the Town will require the applicant to submit a petition for inclusion to the District subject to, as applicable, any terms or conditions contemplated within any existing Annexation Agreement for the property.
 - 3.1.2. Such condition shall not require that the Town commence or join in any litigation regarding the enforcement of this provision.
 - 3.1.3. So that the District will have the opportunity to comment on development proposals, the Town will provide the District a referral packet on all new development applications within the Town. Failure of the Town to provide such referral, or failure of the District to provide referral comments, shall not constitute a breach of this Agreement.
- 3.2. 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. RESPONSIBILITIES OF THE DISTRICT: The District will have the following responsibilities:

- 4.1. The District will provide the Town a District representative(s) to be contacted in the event of an emergency related to any District activity or event within the Town. The District shall provide the contact information 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 Board quarterly updates that include information on current and planned District services, facilities, and other issues related to matters of mutual interest. Updates will occur at a Regular Board of Trustees Meeting, and are at the discretion of the Town Board.
- 4.3. The District shall update its service plan or other necessary filings, as may be necessary to ensure it can include properties into the District that may be annexed into Firestone.
- 4.4. The District shall provide notification to the Firestone Board of Trustees and the Town Manager of any agreements entered into with City of Dacono, Town of Firestone, Town of Fredrick, or properties in unincorporated Weld County to provide specific facilities or services.
- 4.5. The District shall participate with the Town in providing employee wellness programming and activities which will include:
 - 4.5.1. Free access to District facilities for benefited Town employees and their dependents.
 - 4.5.2. Free access to District facilities for non-benefited Town employees.
 - 4.5.3. Quarterly Fitness/Wellness orientation, Fitness/Wellness tips, and tour of District facilities and Group fitness classes.
- 4.6. The District shall provide the Town with an employee enrollment form, which employees must complete and provide to the District before being allowed to participate in the employee wellness programming and activities.
- 4.7. The Town shall notify the District of any employee's separation of employment, at which time the District will revoke the employee's free access. The Parties will continue to work collaboratively to develop additional employee wellness programming opportunities.

5. JOINT USE FOR TOWN-OWNED FIELDS AND FACILITIES

- 5.1. Specified uses for each field and facility are outlined in **Exhibit A, Town-Owned Fields, and Facilities**.
- 5.2. The Town shall be responsible for the scheduling and use of fields and facilities. It shall have priority, with the District having second priority and Third Party users having the third priority.
- 5.3. The District shall, before each calendar year, provide the Town with its site-use and date requests for local youth programs and tournaments, and the Town shall strive to schedule such requests for the District.
- 5.4. The District shall also provide the Town with monthly updates, including information on the District's current and planned usage requests.
- 5.5. The Town shall use its best efforts to advise and update the District of the Town's planned uses for each calendar year by the preceding October.
- 5.6. The Town shall have the authority to deny the use of fields and facilities for activities judged detrimental to the fields or facilities.

6. OPERATION AND RENTAL FEES

- 6.1. Fees for the use of the facilities shall be set forth as incorporated in Fees Exhibit B, which includes fees for Practice, Games, Tournaments, and Adult Leagues by location.

7. MAINTENANCE STANDARDS FOR TOWN-OWNED FIELDS AND FACILITIES

- 7.1. The Town shall provide general maintenance of its fields and facilities, including mowing, watering, fertilization, infield grading as needed, and weeding.
- 7.2. Field Maintenance Dates *Weather Permitting*
 - 7.2.1. FALL -Grass Fields Closed for Maintenance beginning the week of Thanksgiving
 - 7.2.2. SPRING- Open for Play first week of March *weather permitting*
- 7.3. The Town will maintain grass at heights the Town deems appropriate for Field use and condition.
- 7.4. The District will protect all turf by adhering to the following field guidelines:
 - 7.4.1. Where the grass is sparse, or the field is badly worn, or the ground is saturated, play will be limited or prohibited.
 - 7.4.2. NO SNOW REMOVAL WILL BE PERMITTED
 - 7.4.3. There shall be no play on frost-covered fields, and all games shall be delayed until fifteen minutes after the frost has melted.
 - 7.4.4. Games shall be scheduled after 9:30 am before April 15th and after October 14th to minimize frost delays.
 - 7.4.5. In case of unusable conditions, fields will be closed.
 - 7.4.6. Whenever weather conditions exist that will damage any field, all games will be postponed.
 - 7.4.7. Damages caused by the District, aside from normal wear and tear to the fields and facilities, shall be promptly repaired by the District to the reasonable satisfaction of the Town. Any District equipment stored at the fields and facilities shall be stored in a location approved by the Town. The Town shall have no responsibility, liability, or obligation concerning the safety or security of any stored District equipment or other District property placed or located on, at, or upon the facilities,.
- 7.5. District equipment shall be removed during Town events if the Town deems it necessary.
- 7.6. The District may request to display or install banners, flyers, and signs. The Town shall have sole discretion on the placement location, sign types, and placement duration.
 - 7.6.1. Any signage must comply with the Town's sign code.
- 7.7. The District shall not make any capital improvements to the facilities without the prior written consent of the Town, as evidenced by a written signed letter by the Town Manager or the Town Manager's designee following approval by the Town's Board of Trustees. The Town and District may utilize addenda to this Agreement to memorialize Town consent for and the Parties' Agreement concerning the completion, ownership, and financing of any capital improvements. Unless otherwise provided in such an addendum, the Town shall own all capital improvements.
- 7.8. The Town will annually provide a Capital Improvement Plan to the District.
- 7.9. The District will follow the Town's External Special Event Application Process for all one-day events and tournaments.

8. INSURANCE

- 8.1. District agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, or demands, arising or resulting from the District's use of the Town's fields and facilities and other obligations pursuant to this Agreement. At a minimum, the District shall procure and maintain, and cause any third party affiliate to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town, which approval shall not be unreasonably withheld.
- 8.1.1.1. Worker's Compensation insurance as required by law.
- 8.1.2.2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 for each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations. It shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- 8.2. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages under the policies shall not be canceled, terminated, or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees, or its contractors shall be excess and not contributory insurance to that provided by the District. The District shall be solely responsible for any deductible losses under any policy.
- 8.3. The District shall provide the Town with a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

9. INDEMNIFICATION

- 9.1. The District agrees to the extent permitted by law to indemnify and hold harmless the Town and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or another fault of the District, any subcontractor of the District, or any officer, employee, representative, or agent of the District, or which arise out of a worker's compensation claim of any employee of the District or of any employee of any subcontractor of the District.
- 9.2. The Town agrees to the extent permitted by law to indemnify and hold harmless the District and its officers, insurers, volunteers, representatives, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses, and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury,

personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or another fault of the Town, any subcontractor of the Town, or any officer, employee, representative, or agent of the Town, or which arise out of a worker's compensation claim of any employee of the Town or of any employee of any subcontractor of the Town.

10. MISCELLANEOUS

- 10.1. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.
- 10.2. **No Waiver.** Delays in the enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town or the District shall not constitute a waiver of any of the other terms or obligations of this Agreement.
- 10.3. **Integration.** This Agreement constitutes the entire Agreement between the Parties, superseding all prior oral or written communications.
- 10.4. **Third Parties.** There are no intended third-party beneficiaries of this Agreement.
- 10.5. **Notice.** Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- 10.6. **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 hereof shall remain in full force and effect.
- 10.7. **Modification.** This Agreement may only be modified upon written Agreement of the Parties.
- 10.8. **Assignment.** Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.
- 10.9. **Governmental Immunity.** The Town and the District, and their respective officers, insurers, attorneys, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Town and the District, and their respective officers, insurers, attorneys, or employees.
- 10.10. **Rights and Remedies.** The rights and remedies of the Town and the District under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's or the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.
- 10.11. **Subject to the Town's Annual Appropriation.** Consistent with Article X, § 20 of the Colorado

Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation by the Board of Trustees, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year

- 10.12. Subject to District's Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year is subject to annual appropriation by the Board of Directors, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.
- 10.13. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics
- 10.14. Representative Authority. Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to execute the Agreement.

11. TERM

- 11.1. This Agreement is subject to annual review but will remain in effect until December 31, 2035, 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, subject to the Appropriations provisions herein. 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 to the reasonable satisfaction of the non-breaching Party within sixty (60) days of written notice of the breach. Any notice of breach shall state the alleged breach with particularity, and the applicable cure period may run concurrently with the 60 days for notice of termination.
- 11.2. The Parties may agree to mutually terminate this Agreement upon 120 days' written notice, signed by both Parties.

[Signature Page to Follow]

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

TOWN OF FIRESTONE, COLORADO

Don Conyac Jr., Mayor

ATTEST:

APPROVED AS TO FORM:

Miriam Luna Gonzalez, Town Clerk

William P. Hayashi, Town Attorney

CARBON VALLEY PARKS AND RECREATION DISTRICT

By: _____

State of Colorado)
) ss.
County of _____)

The foregoing instrument was subscribed, sworn to, and acknowledged before me this ____ day of _____, 2024 by _____ as _____ of _____.

My commission expires:

(Seal)

Notary Public

**EXHIBIT A
TOWN-OWNED FIELDS AND FACILITIES**

Firestone Sports Complex 6850 Tilbury Avenue	Pavilion Playset Restroom Open Turf	Site Amenities 3 Diamond Field Baseball Field Lights Batting Cage
Harney Park 10245 Devonshire Street	Pavilion (3) Playset Restroom Open Turf	Site Amenities Basketball Court Volleyball Court
Hart Park 467 Jackson Avenue	Pavilion (2) Restroom Open Turf 1 Diamond Field	Site Amenities Volleyball Court Basketball Court Disc Golf baskets
Jacob H Firestone Park 36 Grant Avenue	Pavilion Open Turf	Site Amenities
Miners Park 170 Grant Avenue	Pavilion Open Turf Horseshoe Pits	Site Amenities
Mountain Shadows Park 11267 Carbondale Street	Pavilion Playset Portable Toilet Enclosure Open Turf	Site Amenities Multi-Purpose Field Pump Track Bicycle Playground Disc Golf baskets
Neighbors Point Park 10140 Neighbors Parkway	Pavilion (3) Playset Restroom Multi-Purpose Synthetic Field	Site Amenities Putting green Workout stations
Onorato Park 125 Granville Ave.	Pavilion Playset Restroom Open Turf	Site Amenities Basketball Court Tennis Court
Patterson Park 6572 Shenandoah Avenue	Pavilion	Site Amenities Volleyball Court

	Playset Open Turf Multi-purpose field	
Peninsula Park 4783 Lakeside Drive	Pavilion (4) Playset Restrooms Open Turf	Site Amenities Workout stations
Prairie Ridge Park 6440 St. Vrain Ranch Blvd	Pavilion Playset Portable Toilet Enclosure Multi-purpose field	Site Amenities
Sagebrush Park 10645 Echo Street	Pavilion (2) Playset Portable Toilet Enclosure Open Turf	Site Amenities Basketball Court
Settlers Park 11445 Ebony Street	Pavilion (2) Playset (2) Portable Toilet Enclosure Multi-purpose field	Site Amenities 1 Diamond field Basketball Court Tennis Court Pickleball courts
Stoneridge Park 5104 Ruby Avenue	Pavilion Playset Multi-purpose field Basketball Court	Site Amenities

**EXHIBIT B
FEES**

Use	Site Category	Amenities Type	Resident Fee Per Hour	Non-Resident Fee Per Hour	Per Day
CVPRD Youth Activities	Neighborhood Park	All	\$0.00	\$0.00	\$0.00
CVPRD Adult Activities	Neighborhood Park	All	\$10.00	\$15.00	\$200.00
Youth Tournament	Neighborhood Park				
		Open Turf	\$20.00	\$25.00	\$150.00
		Basketball Court	\$15.00	\$20.00	\$120.00
		Volleyball Court	\$15.00	\$20.00	\$120.00
		Tennis Court	\$15.00	\$20.00	\$120.00
		Multi-Purpose Field	\$20.00	\$25.00	\$150.00
		Pump Track	\$30.00	\$35.00	\$210.00
		Bicycle playground	\$20.00	\$25.00	\$150.00
		Disc Golf Baskets	\$10.00	\$15.00	\$90.00
Adult Tournament	Neighborhood Park				
		Open Turf	\$20.00	\$25.00	\$150.00
		Basketball Court	\$15.00	\$20.00	\$120.00
		Volleyball Court	\$15.00	\$20.00	\$120.00
		Tennis Court	\$15.00	\$20.00	\$120.00
		Multi-Purpose Field	\$25.00	\$30.00	\$180.00
		Pump Track	\$35.00	\$40.00	\$240.00
		Bicycle playground	-	-	-
		Disc Golf baskets	\$10.00	\$15.00	\$90.00
Youth Tournament	Firestone Sports Complex				
		3 Fields/ w bases	\$30.00	\$35.00	\$200.00
		Temp Fence	\$10.00	\$15.00	\$120.00
		Field Lights	\$30.00	\$30.00	\$180.00
		Batting Cage	\$0.00	\$0.00	\$0.00
Adult Tournament	Firestone Sports Complex				
		3 Fields/w bases	\$50.00	\$55.00	\$200.00
		Temp Fence	\$15.00	\$20.00	\$120.00
		Field Lights	\$30.00	\$30.00	\$180.00
		Batting Cage	\$0.00	\$0.00	\$0.00