

## Intergovernmental Agreement

This Intergovernmental Agreement ("Agreement") is made and entered into this 8<sup>th</sup> day of December, 2025 by and between the City of Dacono, Colorado, a municipal corporation ("City") and the Carbon Valley Parks and Recreation District, a Colorado special district ("District"). The City and the District are collectively referred to as the "Parties".

### 1.0 Recitals

- 1.1 The City and the District are desirous of continuing their cooperative relationship which 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 City has expertise in the areas of park, trail, open space, and athletic field and turf maintenance, and as such, it is appropriate for the District to rely upon the City's expertise in said areas.
- 1.3 The City acknowledges the expertise of the District in the areas of recreation programming, scheduling and management, as well as athletic infield maintenance and, therefore, it is appropriate for the City to rely upon the expertise of the District in such areas.
- 1.4 The City acknowledges and specifically encourages the role the District plays in the management of recreational activities. The City recognizes the benefits to the public of the ongoing viability of the District, and the City 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 City are included within the boundaries of the District.
- 1.7 The City is authorized by state law 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 City and its residents.
- 1.8 The City shall continue its policy of requiring that all new annexations to the City or developments within the City petition for inclusion into the District.
- 1.9 The Parties find that it is in the best interests of the residents of the City 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 C.R.S. section 29-1-201, et seq., the City and the District may cooperate or contract with each other to provide any function, service or facility lawfully authorized to each.
- 1.11 The City finds that it has the authority to enter into the agreements set forth herein, and the District finds that it has 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 the efficient provision of such facilities and services will be enhanced through this Agreement.
- 1.14 The Parties intend that this Agreement replace in its entirety that Intergovernmental Agreement previously entered into between the Parties dated December 16, 2019.

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

## **2.0 Scope of Agreement**

This Agreement sets forth certain general understandings of the Parties regarding their relationship and their provision of recreation facilities and services to residents within the City and the District. This Agreement also sets forth the Parties' specific responsibilities concerning the use, management, operation and maintenance of certain City-owned parks and other facilities set forth herein that are jointly used for recreation services. This Agreement does not preclude additional agreements between the Parties, executed subsequent to this Agreement.

## **3.0 General Responsibilities of the City**

The City will have the following general responsibilities with respect to the following matters of mutual interest to the City and the District:

- 3.1 The City shall require, either by agreement with the property owner or as a condition approval of any development application for property that is not within the District, and which property is eligible for inclusion into the District, that the applicant file with the District a valid petition for inclusion. The City shall not be required to 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 City will (or require the applicant to) provide the District with a referral package on all new developments within the City no later than fifteen (15) days prior to the Planning Commission's consideration of such development proposal. However, if the City or applicant inadvertently fails to provide a referral package to the District, such failure shall not constitute a breach of this Agreement or cause any scheduled Planning Commission or City Council public hearing to be delayed or vacated.
- 3.3 The City will own and develop neighborhood, community and regional parks and trails within the City.
- 3.4 The City will continue to pay for the watering of City-owned regional parks.
- 3.5 The City will provide the District a list of eligible employees who may access District Facilities pursuant to the wellness program set forth in Section 4 below.

#### **4.0 General Responsibilities of the District**

The District will have the following general responsibilities with respect to the following matters of mutual interest to the City and the District:

- 4.1 The District will maintain a current contact list for a District representative to be contacted in the case of emergency related to any District activity or event within the City. The District shall provide the contact list to the City annually, or upon changes of designated representative(s) or their contact information.
- 4.2 Representatives of the District shall provide the City Council with biannual updates that include information on current and planned services and facilities, other issues related to implementation of this Agreement, and other matters of mutual interest. It is anticipated these updates will occur in April and October, but are subject to scheduling on the City Council meeting agenda at the discretion of the City.
- 4.3 The District shall update its service plan or other necessary filings, as may be necessary, to assure that it can include properties into the District that may annex into Dacono.
- 4.4 The District shall not enter into any agreement with the Town of Firestone or Town of Frederick or properties in unincorporated Weld County to provide specific facilities or services without providing advance written notice to the Dacono City Manager and City Council.
- 4.5 The District shall assist the City in providing employee wellness programming and activities, which shall include at the least the following:

- A. Free access to District facilities for City employees and their dependents for benefitted employees, and access to City employees only for non-benefitted employees. The City will provide its employees a form to obtain a pass for access to District facilities. City employees will be responsible to provide this form to the District for processing. The City will report any changes of employment to the District so such passes may be revoked or cancelled.
- B. Quarterly Fitness/Wellness orientation.
- C. Fitness/Wellness tips and tour of district facilities.
- D. Access to group fitness classes.

The Parties will continue to work collaboratively to assess additional wellness programming opportunities.

## **5.0 Terms of Joint Use for Parks**

5.1. Parks and Uses. The provisions of this Section 5 are intended to govern the Parties' use, management, operation and maintenance of certain City-owned parks that are to be utilized jointly by the District and City for the provision of District-scheduled recreation activities, City events, and other uses. Such parks include, and the provisions of this Section 5 apply to, all City parks for appropriate use by the District, with the exception of the Splash Pad located at Clem DuFour Park.

### 5.2 City Uses Scheduling.

- A. The City has first priority for the use and scheduling of City parks and other facilities. The City shall determine its dates of use on or before November 30<sup>th</sup> and May 31<sup>st</sup> of each year during the term of this Agreement for the six-month period of January-June and July-December, respectively. The City will provide these dates to the District. After providing notice of use dates, any additional use by the City shall be subject to the dates scheduled by the District pursuant to this Agreement.
- B. For Centennial Field, the City will limit District programming and use before and after the following annual events: Music & Spirits Festival, which takes place on the first Saturday in August; the Bootscoot Bash, which takes place on a Friday in June; and the Fall Fiesta, which takes place on a Saturday in September or October. The City will coordinate with the District annually to block out specific dates of use of the Field so the City can perform necessary care and maintenance before and immediately after the events. Because the City prohibits renting or reserving the Splash Pad at Clem DuFour Park, the District will not be allowed to rent or reserve that amenity.

- 5.3. District Uses Scheduling. The District has second priority for the use and scheduling of City parks and facilities subject to this Agreement. Subject to the dates the City has reserved for City use, the District shall provide to the City its dates of use on or before December 31<sup>st</sup> and June 30<sup>th</sup> of each year during the term of this Agreement for the six-month period of January-June and July-December, respectively.
- 5.4. Third-Party Use. The remaining dates for City parks and facilities use shall become available on a rolling basis, where other entities or individuals can request and make reservations for use. Such use shall be in compliance with the Dacono Municipal Code and shall be on a first come, first served basis within the following priorities:
- A. Activities and programming for youth.
  - B. Activities for events and programming that is open to the general public.
  - C. Private functions and uses.
- 5.5. Field Allocation and Rental. The District shall utilize a Field Allocation and Rental Policy and Procedure for the permitting of Park use and the collection of fees for various regular uses by non-District parties including by not limited to recognized and non-recognized sports associations for athletic purposes. Under the terms of this agreement, all such rental revenues will be retained by the District, unless a separate agreement between the City and the District is executed for specific events. Notwithstanding the foregoing, the City retains the right to waive field charges for any specific third-party activities.
- 5.6. Restroom Facilities. The District may at no cost to the City arrange and be responsible for the placement, operation, maintenance and upkeep of port-a-lets at Parks used for District Uses. The port-a-lets shall be placed in locations designated by the City. City restroom facilities will be provided between May 1 and October 1, weather dependent.
- 5.7. Site Supervisor. The District shall, at no cost to the City, provide a site supervisor for District Uses and tournaments at City parks. The site supervisor shall be an employee, volunteer or contractor of the District. The site supervisor shall be responsible for locking/unlocking facilities and fields where required, trash pick up and general maintenance after each function. The site supervisor and other District employees, volunteers or contractors shall be easily identifiable (with District uniforms and/or name badges) during District Uses and tournaments conducted on City-owned fields. The District shall be solely responsible for the hiring, supervision and evaluation of the site supervisor 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 City and such persons.

- 5.8 Field Maintenance. The City shall provide for general field maintenance for the Parks, to include mowing, watering, fertilization, and provision of necessary utilities. The City will maintain grasses at heights the City deems appropriate for the conditions then existing. The City is responsible for maintaining capital assets of Parks, such as fences, gates, buildings, structures, irrigation systems, lighting, playground equipment, restroom facilities (not including port-a-lets placed by the District in accordance with this Agreement), and parking lots.
- A. Level of Service – Field Maintenance. The District may identify the need for an increase in the service level on game fields, such as proper mowing heights and surface conditions, elimination of low spots, fill in slide areas, and back filling of pitching mounds, and provide such information to the City. The City, in its sole discretion, will maintain City parks at a level it deems appropriate based on best practices, available labor, and budgetary restraints. Nothing herein shall prevent the Parties from establishing level of service standards or otherwise working together to implement an increased level of service at parks and athletic fields. As athletic fields and parks in the City 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.
- B. Damages to Facilities. Aside from normal wear and tear, the District shall be responsible to repair damages that occur to City parks and facilities during or as a direct result of the District’s use of City parks.
- 5.9 District Equipment. Any District equipment proposed to be stored at the Parks shall be stored in facilities and locations approved by the City. The City 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 Parks, 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 City events. Banners, flyers and signs may be installed only upon prior approval of the City and in locations designated by the City. Any signage will comply with the City’s sign code.
- 5.10 Capital Improvements. The District shall not make any capital improvements to the Parks without the prior written consent of the City, as evidenced by a writing signed by the City Mayor or City Manager upon approval of City Council. The City and District may utilize addenda to this Agreement to memorialize City consent for and the Parties agreement concerning the completion, ownership and financing of any capital improvements. Unless otherwise provided in such an addendum, all capital improvements shall be owned by the City. If agreed to by the City, such an addendum may also provide for a credit against District costs incurred for a capital improvement to be owned by the City. Nothing herein shall be construed to require the granting of any such credit or the execution of any capital improvement addenda or letter.

- 5.11 Capital Improvements Planning. The District and the City will meet during 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 City and District during their respective budget approval process.
- 5.12 Grant Applications and Awards. The District and the City will make its best efforts to coordinate grant applications to assist with any planned capital improvements. The District will first obtain City approval before submitting any grant application to any organization or agency if any part of awarded funds will be used for programming or capital improvements in the City of Dacono. The City may choose to partner or support grant applications on a case-by-case basis.
- 5.13 Rules of Use of Parks. During District Uses, District staff, volunteers and its contractors shall make reasonable efforts to ensure the Parks 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 City Manager, Chief of Police or Public Works Director, as appropriate.
- 5.14 Insurance. The District and City agree each shall carry and maintain throughout the term of this Agreement the following insurance types with the following minimum policy limits:
- A. 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 City parks or other facilities subject to this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – policy limit, and FIVE HUNDRED THOUSAND DOLLARS (\$500,000) disease – each employee.
  - B. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (1,000,000) aggregate. The policy shall be applicable to all premises and operation. The policy shall include coverage for bodily injury, broad form property damage (included completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
  - C. Comprehensive 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 of Contractor's 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.

5.15 Governmental Immunity. Nothing contained within this Agreement is intended or shall be deemed to waive any immunity of either Party pursuant to the Colorado Governmental Immunity Act.

5.16 One-Day Events and Tournaments. District sponsored one-day events and tournaments shall be subject to the following additional requirements; in the event of any conflict between the provisions of this Subsection and the other provisions of Section 5, this Subsection shall control:

- A. For all one-day events and tournaments, the District will be responsible for coordinating the use schedule to the City's Public Works Department within an agreeable timeframe.
- B. The District will obtain and comply with any applicable temporary use permits in advance of such events and tournaments.
- C. All revenues will be retained by the District, unless a separate agreement between the City and the District is executed for specific events.
- D. The City is responsible for cleaning and stocking any City-owned restroom facilities before all one-day events and/or tournaments, but no more than once per day. The District is responsible for cleaning and stocking the restroom during and after the event.
- E. The District is responsible for ensuring appropriate and adequate trash containers are available throughout the duration of all events and tournaments held at City parks and other facilities pursuant to this Agreement.
- F. The District is responsible for preparing all fields prior to and between games including chalking and/or painting lines, repairing surface conditions from that day's usage, goals, flags, cones, and other devices designating fields of play.
- G. The District shall be responsible for cleaning viewing areas, stands, and dugouts, and removing all trash generated by the use from the premises.
- H. The District shall return all City parks and other facilities to the same or better condition than existed prior to the event.

## 6.0 Reserved

## **7.0 Liability**

- 7.1 To the extent permitted by law, the City 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, which arise out of or are connected with the City's use, operation, maintenance or management of City Parks or other City-owned facilities pursuant to this Agreement or which are caused by, or claimed to be caused by, the act, omission, or other fault of the District, its agents and employees.
- 7.2 To the extent permitted by law, the District agrees to indemnify and hold harmless the City, and its officers, agents and employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the District's use, operation, maintenance or management of City Parks or other City-owned facilities pursuant to this Agreement or which are caused by, or claimed to be caused by, the act, omission, or other fault of the District, its officers agents and employees.
- 7.3 The District shall require participants in its programming or events to sign liability waivers that release the City of Dacono, and all of the City's agents, employees, representatives, assignees, officer, directors, affiliates, subsidiaries, and insurance companies of the City from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the City's use, operation, maintenance, or management of the City's parks and other facilities pursuant to this Agreement or that are caused by, or claimed to be caused by, the act, omission, or other fault of the City, its agents and employees.

## **8.0 Term.**

- A. 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.
- B. 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 within 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.
- C. This Agreement may be terminated in writing by mutual agreement of the governing bodies of the Parties, upon 120 days' notice.

**9.0 Miscellaneous Provisions.**

- 9.1 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.
- 9.2 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.
- 9.3 The City 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.
- 9.4 If any provision of this Agreement is finally 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.
- 9.5 This Agreement may be amended in writing only by mutual agreement of the governing bodies of the Parties.
- 9.6 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.
- 9.7 The District shall make reasonable effort to work with the City to engage for future District facilities on City-owned property, and shall make recommendations forthwith and pursue reasonable and necessary community and ballot initiatives as may be required to fund the construction of such future District facilities.
- 9.8 The District shall not construct or operate recreation facilities in unincorporated areas of the County unless the unincorporated area is included within the taxing boundaries of the District and prior written notice is provided to the City.
- 9.9 This Agreement supercedes the agreement between the Parties dated December 16, 2019 ; therefore, such agreement is of no further force or effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first set forth above.

CITY OF DACONO, COLORADO

By:   
Adam Morehead, Mayor

ATTEST:

  
Valerie Taylor, City Clerk

CARBON VALLEY PARKS AND RECREATION DISTRICT

By: \_\_\_\_\_  
President

Approved by the Board of Directors of the Carbon Valley Parks and Recreation District the \_\_\_\_\_ day of \_\_\_\_\_, 2025

ATTEST:

\_\_\_\_\_  
Secretary