

RESOLUTION NO. 2017-

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT TO
PROVIDE RECREATION PROGRAMMING AT RUETER-HESS RESERVOIR**

WHEREAS, Parker Water and Sanitation District (“PWSD”) is the owner of certain property and improvements known as Rueter-Hess Reservoir (the “Property”),

WHEREAS, the Town is a member of the Rueter-Hess Recreation Authority (“Authority”), which was created to perform planning, development, financing, construction, administration, operation and maintenance of the Property,

WHEREAS, PWSD has granted a license to the Authority to provide recreation programs and improvements consistent with the Rueter-Hess Reservoir 2016 Master Plan,

WHEREAS, the Authority desires to accommodate recreational opportunities on the Property but does not have sufficient staff or resources to administer recreational programming for 2017 and desires to have the Towns of Parker and Castle Rock administer recreational programs on the Property.

**NOW, THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF CASTLE ROCK, COLORADO AS FOLLOWS:**

Section 1. Approval. The Intergovernmental Agreement to Provide Recreational Programming, in the form attached as ***Exhibit 1*** is hereby approved. The Mayor and other proper Town officials are hereby authorized to execute the IGA by and on behalf of the Town of Castle Rock.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2017 by the Town Council of the Town of Castle Rock, Colorado, on first and final reading by a vote of ____ for and ____ against.

ATTEST:

TOWN OF CASTLE ROCK

Sally A. Misare, Town Clerk

Jennifer Green, Mayor

Approved as to form:

Approved as to content:

Robert J. Slentz, Town Attorney

Jeff Brauer, Director of Parks and Recreation

Intergovernmental Agreement to Provide Recreation Programming

THIS INTERGOVERNMENTAL AGREEMENT TO PROVIDE RECREATION PROGRAMMING ("Agreement"), made and entered into this ____ day of _____, 2017 by and between, the TOWN OF PARKER, hereinafter called "Parker", the TOWN OF CASTLE ROCK, hereinafter called "Castle Rock," and the RUETER-HESS RECREATION AUTHORITY, a political subdivision of the State of Colorado, hereinafter called "Authority".

WHEREAS, Parker Water and Sanitation District ("PWSD") is the owner of certain real property and improvements located in Douglas County known as Rueter-Hess Reservoir (the "Property"); and

WHEREAS, pursuant to that certain Intergovernmental Agreement Establishing the Rueter-Hess Recreation Authority, dated August 27, 2015, ("Establishing IGA") the Authority was created to perform the planning, development, financing, construction, administration, operation and maintenance of recreational uses, improvements and facilities at the Rueter-Hess Reservoir; and

WHEREAS, PWSD has granted a license to the Authority to provided recreation programs and improvements ("License") consistent with the Rueter-Hess Reservoir 2016 Master Plan ("Master Plan"); and

WHEREAS, the Authority desires to accommodate recreational opportunities on the Property but does not have sufficient staff or resources to administer recreational programming for 2017 and desires to have Parker and Castle Rock provide staff, administration and programming services on its behalf to implement the programs generally described in **Exhibit A** hereto (the "Services"); and

WHEREAS, Parker and Castle Rock have existing recreation staff, systems and resources to provide the Services on behalf of the Authority and desire to provide such Services.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Services. On behalf of the Authority, Parker and Castle Rock shall provide the Services generally set forth in **Exhibit A** attached hereto and incorporated herein. Additional activities may be programmed and conducted by Parker and Castle Rock so long as same are consistent with the type, duration and extent of the activities listed in **Exhibit A**. If activities are inconsistent with those listed, Parker and Castle Rock shall provide a description of such activities to the Authority for review and approval prior to such activities being undertaken. In no circumstances shall activities that are inconsistent with the Master Plan or License be undertaken by Parker or Castle Rock.
 - a. Parker and Castle Rock shall provide the Services and be responsible for all aspects of staffing, contracting, programming, scheduling and supplying all

necessary equipment for the provision of the Services and for all costs and expenses related thereto.

- b. Parker and Castle Rock shall inform the Authority on a monthly basis of the activities scheduled by each on the Property. Parker and Castle Rock shall coordinate programming and use of the Property in order to avoid over-use, facilitate parking and to avoid other conflicts. Parker shall be the responsible entity for maintaining a master schedule of events at the Property.
 - c. Parker and Castle Rock shall individually be responsible for ensuring that appropriate staffing, parking and restroom facilities are available to accommodate their use of the Property and shall maintain designated parking areas and restroom facilities in good order. Parker and Castle Rock shall coordinate parking, restroom facilities, operational issues and access to the Property with designated PWSD staff.
 - d. Parker and Castle Rock shall be responsible for monitoring and enforcing access to the Property to ensure that only individuals enrolled in the programming offered by each are allowed access to the Property. For programmed and contracted third party events, Parker and Castle Rock shall take reasonable measures to enforce and limit access only to the areas of the Property designated for each activity. Parker and Castle Rock shall secure the Property as directed by PWSD during and at the completion of events to prevent unauthorized access.
 - e. Parker and Castle Rock shall individually be responsible for damages to the Property beyond those reasonably associated with the permitted use that are the result of Services provided by each.
2. Compensation. In consideration of Parker and Castle Rock providing the Services, Parker and Castle Rock shall be entitled to retain all revenues derived from the Services except for the amounts payable to the Authority as provided in **Exhibit A** (the "Compensation"). Parker and Castle Rock shall not charge residents of Authority member entities a higher rate for enrolling in the programs or activities provided pursuant to this Agreement than is charged to Parker or Castle Rock resident participants. Parker and Castle Rock shall provide an accounting of all revenues received by each for provision of the Services along with a calculation of the Compensation. The Compensation shall be paid to the Authority on a monthly basis or, for one time activities, within thirty (30) days of completion of that activity.
3. Insurance. Parker and Castle Rock shall carry insurance of the type and in the amounts as described in **Exhibit B** hereto. Proof of such insurance coverage shall be presented to the Authority on demand. All policies of insurance required hereby shall name the Authority and PWSD as additional insured parties. Nothing herein shall be deemed a waiver of immunity granted to the Authority, PWSD, Parker or Castle Rock as provided pursuant to §24-10-101 et seq., C.R.S. Contracts with third party providers shall require indemnification of the Authority and PWSD by all third parties and require the Authority and PWSD to be named as additional insured parties on all policies. Activity waivers signed by participants shall include the Authority and PWSD as parties that are indemnified and/or held harmless from any claims arising from activities undertaken on the Property.

4. Term. The term of this Agreement shall be from the date first entered above until December 31, 2017. The Authority may terminate this Agreement for cause, in whole or in part, by delivering written notice of termination to Parker and Castle Rock specifying the extent and timing of and the basis for such termination. The Authority shall provide written notice to Parker and/or Castle Rock of the basis for the proposed termination and Parker and/or Castle Rock shall have 15 days to cure, repair or address such basis to the reasonable satisfaction of the Authority.
5. Compliance with Laws and Requirements. Parker and Castle Rock shall be informed of and comply with all federal, state and local laws, ordinances and regulations, including those of PWSD regarding access and security, regarding provision of the Services and use of the Property and the Rules and Regulations of the Authority.
6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. Facsimile and electronic counterpart signatures to this Agreement shall be acceptable and binding.

[SIGNATURES FOLLOW ON NEXT PAGE]

PARKER:

ATTEST:

TOWN OF PARKER

By: _____
Name: _____
Title: _____

CASTLE ROCK:

ATTEST:

TOWN OF CASTLE ROCK

By: _____
Name: _____
Title: _____

AUTHORITY:

ATTEST:

RUETER-HESS RECREATION AUTHORITY

By: _____
Name: _____
Title: _____

Rueter-Hess Reservoir Projected Activity List 2017 - Example of Revenue Structures

Event/Program Name	Organizer	Duration	Frequency/ Season	Estimated Attendance / Event	Total Attendance	Public Fee	RHRA Revenue Per Participant	Total Projected Revenue RHRA
CycloX Race	TOP/WL	all day	5	250	1250	30	\$4	\$5,000
National Trails Day	CR	half-day a.m.	1	250	250	TBD	TBD	TBD
Open Water Swim Event	TOP/WL	half-day a.m.	1	150	150	\$25	\$3	\$450
Open Water Training	CR	1-hour	8	15	120	TBD	TBD	TBD
Paddle 101	COSS/TOP	2-hours	20	15	300	\$60	5%	\$900
Paddle Camp (Ages 7-18)	COSS/TOP	2-hours	8	15	120	\$60	5%	\$360
Paddleboard Rentals	COSS/TOP	1-hours	20	5	100	\$20	5%	\$100
SUP Flo	COSS/TOP	1-hours	15	10	150	\$30	5%	\$225
Walking Tour	COSS/TOP	30 minutes	3	10	30	\$0	\$0	\$0

COSS - Colorado SUP Sports
 CR - Castle Rock
 RHRA - Rueter-Hess Recreation Authority
 SUP - Stand Up Paddleboards
 TOP - Town of Parker
 WL - Without Limits

EXAMPLE

EXHIBIT B

INSURANCE

MINIMUM INSURANCE REQUIREMENTS

1. Worker's Compensation Insurance in accordance with applicable law.
2. Comprehensive general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$1,000,000 general aggregate.
3. Automobile liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each accident.