

**CITY OF WHEAT RIDGE, COLORADO  
RESOLUTION NO. 20  
Series of 2020**

**TITLE: A RESOLUTION OF THE CITY OF WHEAT RIDGE, COLORADO APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE JEFFERSON COUNTY SCHOOL DISTRICT CONCERNING THE KULLERSTRAND ELEMENTARY SCHOOL PLAYGROUND AND IN CONNECTION THEREWITH, A GRANT AGREEMENT WITH GREAT OUTDOORS COLORADO**

**WHEREAS**, pursuant to Section 14.12 of the Home Rule Charter, C.R.S. §§ 29-1-201 and 203, and Colo. Const. Art. XIV, § 18(2)(a), the City of Wheat Ridge is authorized to enter into cooperative agreements with other governmental entities to provide any function, service or facility each is authorized to undertake; and

**WHEREAS**, on November 25, 2019 the City Council supported a grant application through the Great Outdoors Colorado School Yard Initiative to partially fund a playground project at Kullerstrand Elementary School; and

**WHEREAS**, the City was awarded funding through the Great Outdoors Colorado Schoolyard Initiative in the amount of \$110,000 for the Kullerstrand Elementary School playground project; and

**WHEREAS**, schools can only receive GOCO Schoolyard Initiative funds if they partner with an eligible local government, such as a city, county or park and recreation district; and

**WHEREAS**, improvements to school playgrounds and outdoor spaces not only create a more engaging and creative environment for students, but they also serve the greater community; and

**WHEREAS**, Section 14.2 of the Wheat Ridge Home Rule Charter authorizes the Council, acting by resolution or ordinance, to approve intergovernmental agreements; and

**WHEREAS**, the City of Wheat Ridge wishes to enter into an intergovernmental agreement with the Jefferson County School District and a grant agreement with Great Outdoors Colorado to accomplish these goals; and

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheat Ridge, Colorado, as follows:

**Section 1.** The Intergovernmental Agreement between the City and Jefferson County School District, attached hereto as **Exhibit A**, and the Grant Agreement between the City and Great Outdoors Colorado, attached hereto as **Exhibit B**, are hereby approved, and the Mayor and City Clerk are hereby authorized and

directed to execute the same, conditioned upon deletion or amendment of the provisions of Grant Agreement, including specifically paragraphs 9A (operation and maintenance); 10 (public access) and 11 (insurance), in a form approved by the City Attorney, to recognize that the City is not the owner of the property and does not have continuing responsibilities following project construction.

**Section 2.** This Resolution shall be effective upon adoption.

**DONE AND RESOLVED** this 13<sup>th</sup> day of April 2020.



\_\_\_\_\_  
Bud Starker, Mayor

ATTEST:



\_\_\_\_\_  
Steve Kirkpatrick, City Clerk



# IGA: City of Wheat Ridge, Jeffco Public Schools

## INTERGOVERNMENTAL AGREEMENT

Between the City of Wheat Ridge and Jefferson County Public Schools

This Agreement is made this 13th day of April, 2020 between the City of Wheat Ridge and Jefferson County Public Schools; Witnesseth:

### I. RECITALS

1. City of Wheat Ridge has applied for and received a grant from Great Outdoors Colorado, (GOCO) for replacing the playground at Kullerstrand Elementary School;
2. Jefferson County Public Schools, hereafter referred to as the "School District", is an ineligible recipient of the grant and the parties intend by this agreement for the City of Wheat Ridge, hereafter referred to as the "City", to be the conduit through which the School District will receive the benefit of the grant;
3. The Grant Agreement is attached to this agreement as exhibit "A";
4. The School District intends to bind itself to the City for all of the City's obligations stated in the Grant Agreement;
5. The School District intends to convey to the City a limited interest in the real property described in Exhibit "B" which limited property interest shall be for the purposes of satisfying the terms and conditions of the Grant Agreement;

Therefore, in consideration of the mutual promises stated below and other valuable consideration, the parties agree:

### II. Agreement

6. The City shall use its best efforts to fulfill all the conditions precedent to obtain the grant stated in the Grant Agreement. The School District will cooperate with the City and provide all documents necessary for the City to fulfill the conditions precedent. The School District further assumes all other City liabilities, and binds itself to the City for all the City's obligations to GOCO, contained in the Grant Agreement.
7. The City does not assume any obligation to the School District to construct, operate, or maintain the improvements contemplated by the grant.
8. Unless a claim by GOCO arises out of the negligence or other wrongful act of the City, the School District shall be responsible to the City for any claim under the Grant Agreement, in the same manner and extent as the City may be responsible to GOCO.

9. The School District shall operate and maintain the improvements contemplated by the Grant Agreement, in accordance with established School District policy for playground maintenance. Should any claim for personal injuries, property damage or wrongful death be asserted as a result of the construction, operation, maintenance, or use of the improvements contemplated by the Grant Agreement, the parties shall be responsible for such claim in the manner provided by the Colorado Governmental Immunity Act and the Colorado law concerning pro-rata liability. The parties shall not be jointly and severally liable for such claims.

10. By executing this agreement the parties do not waive any immunity or limit liability contained in the Colorado Governmental Immunity Act; do not create a multi-year fiscal obligation; and do not create any other financial obligation not supported by a current appropriation.

11. This agreement does not create any rights in any individual not a party to this agreement.

12. This document, and exhibits, shall constitute the entire agreement of the parties.

13. The School District hereby grants to the City a limited license in, and right of entry to, the property described in Ex. "B" for the purposes stated in the Grant Agreement, Ex. "A", and for no other purpose. Such license and right of entry shall be exercised only in the event the School District has failed to comply with the requirements of the Grant Agreement and shall include all rights reasonably necessary, as determined by the City, for the City to enter upon the property and perform its obligations to GOCO under the Grant Agreement. This right includes the ability of the City to use its employees, agents or outside contractors. This license and right of entry further includes the right to enter upon the property with any equipment or vehicles.

14. This agreement, including the limited right of entry and license, shall terminate simultaneously with the termination of all City obligations under the Grant Agreement.

ATTEST:

Jefferson County Public Schools  
BOARD OF EDUCATION

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\_\_\_\_\_  
[Title]

\_\_\_\_\_  
[Title]

ATTEST:



Steve Kirkpatrick, City Clerk

City of Wheat Ridge City Council



Bud Starker, Mayor