

**SECOND AMENDMENT
TO
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASTLE PINES
AND CASTLE PINES NORTH METROPOLITAN DISTRICT
REGARDING OPERATION, MAINTENANCE AND TRANSFER OF RECREATION
PROPERTIES**

This **SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (the "Second Amendment") is entered into effective as of the ____ day of _____, 2024, by and between the **CASTLE PINES NORTH METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and the **CITY OF CASTLE PINES**, a Colorado home rule municipality (the "City"), (collectively referred to herein as the "Parties" or each individually as a "Party").

RECITALS

WHEREAS, the Parties entered into an Intergovernmental Agreement between the City of Castle Pines and Castle Pines North Metropolitan District Regarding Operation, Maintenance and Transfer of Recreation Properties dated March 28, 2023 (the "IGA"); and

WHEREAS, the Parties entered into that certain First Amendment to Intergovernmental Agreement, dated _____, 2023, (the "First Amendment," together with the IGA, the "Parks IGA") extending the deadlines in the original agreement; and

WHEREAS, pursuant to the Parks IGA, the City and District have agreed to transfer ownership and operations of the District's parks, open space, trails and recreation facilities, buildings and associated improvements and fixtures ("Recreation Properties") from the District to the City with the District withholding or receiving easements and rights-of-way necessary for sanitary sewer improvements; and

WHEREAS, the District has contracted with Level Engineering and Inspection to survey as necessary and prepare conveyance and easement descriptions and drawings and will incur the costs associated with the conveyances, including the preparation of easement documents and conveyance documents; and

WHEREAS, the Parties desire to update the Parks IGA to memorialize their agreement to share equally the costs incurred to identify properties, prepare for and transfer the Recreation Properties from the District to the City:

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

COVENANTS AND AGREEMENTS

A. COST SHARING. There shall be and hereby is added to the end of ARTICLE 4 TRANSFER/ACQUISITION OF RECREATION PROPERTIES of the Parks IGA the following paragraph B. 5.

5. *Cost Sharing.* All costs associated with the Conveyance of Real Property Interests incurred by the District to satisfy the obligations contained in paragraph B. (excluding subparagraphs 1, 2, 3 and 4) will be shared by the Parties equally, including the costs identified in the attached Scope of Work for Level Engineering. Additional costs not identified in the Scope of Work but not assigned a value will include legal, title commitments, recording fees etc. if any. The City may utilize funds previously received from the Transfer of Funds described in ARTICLE 3 to pay its share of the costs. The City Manager and District Manager will determine the process for timely invoicing and payment from the City to the District or to the contractors.

B. IGA TERMS REAFFIRMED. Except as amended hereby, all the terms and provisions of the IGA shall remain in full force and effect.

C. COUNTERPARTS. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the day and year first above written. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Second Amendment.

[Signature Pages to Follow]

CASTLE PINES NORTH METROPOLITAN DISTRICT

By: _____
Its: _____

ATTEST:

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by _____ and _____, as _____ and _____ of the

CASTLE PINES NORTH METROPOLITAN DISTRICT.

WITNESS my hand and official seal.

My commission expires: _____

(SEAL)

Notary Public

**TASK ORDER #1
 CASTLE PINES NORTH METRO DISTRICT
 PARCEL TRANSFER PROJECT
 4/8/2024**

Scope	Item	Estimated Unit Price	Estimated Quantity	Item Cost
Professional Land Survey	LSP - under 2 ac	\$ 3,500.00	5	\$17,500.00
	LSP - 3 to 5 ac	\$ 6,000.00	1	\$6,000.00
	LSP - 5 to 9 ac	\$ 8,500.00	1	\$8,500.00
	LSP - 10 to 15 acres	\$ 15,000.00	1	\$15,000.00
	LSP - over 15 acres	\$ 20,000.00	1	\$20,000.00
	Easements	\$ 850.00	9	\$7,650.00
	Survey Control Network Field Work	\$ 7,000.00	1	\$7,000.00
	Geodetic Positioning Continuity Equip	\$ 24,225.00	1	\$24,225.00
	Design Surveys	\$ 3,500.00	0	\$-
	Additional Field Time	\$ 150.00	16	\$2,400.00
	Additional Office Time / Meetings	\$ 150.00	16	\$2,400.00
Survey subtotal				\$ 110,675.00
Utilities	SUE Locate Services	\$ 150.00	60	\$9,000.00
	Level D Mapping Research	\$ 150.00	8	\$1,200.00
	Utility Test Holes	\$ 900.00	20	\$18,000.00
	GPR Services	\$ 250.00	8	\$2,000.00
Utilities subtotal				\$ 30,200.00
Title Work + PM Fees	Title Work	\$ 2,500.00	99	\$247,500.00
	Survey Project Management	\$ 22,135.00	1	\$22,135.00
	Utility Project Management	\$ 6,040.00	1	\$6,040.00
Engineering subtotal				\$ 275,675.00
TOTAL TASK ORDER #1 AMOUNT DUE				\$ 416,550.00

Note: Level Engineer's incurred hourly rates for work is not included in this advance payment request. Level's time will continue to be billed at the end of month for completed work each month.

ESTIMATES ARE BASED ON THE PARCEL TRACKER TAB AND BASED ON PRELIMINARY REVIEW WITH DISTRICT

AUTHORIZATION OF DISTRICT REPRESENTATIVE :
