

**RESOLUTION NO. 24-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES,  
COLORADO, APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY OF CASTLE PINES, COLORADO AND NORTH  
PINE VISTAS METROPOLITAN DISTRICT NOS. 1-3**

**WHEREAS**, the City of Castle Pines (“City”) is a Colorado home rule municipal corporation incorporated as of February 2008; and

**WHEREAS**, North Pine Vistas Metropolitan District Nos. 1-3, as quasi-municipal corporations and political subdivisions of the State of Colorado (the “Districts”), and the City are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. §29-1-201, *et seq.*, to cooperate and contract via intergovernmental agreement with one another to provide functions, services, or facilities authorized to each cooperating government; and

**WHEREAS**, the City and the Districts (collectively, the “Parties”) entered into that certain Amended and Restated Intergovernmental Agreement on July 1, 2022 (the “Prior IGA”) to set forth the ownership, operation, and maintenance obligations of the Parties with respect to certain public improvements within the Districts’ boundaries; and

**WHEREAS**, pursuant to the Prior IGA, the City agreed to own, operate, and maintain certain public improvements within the Districts’ boundaries including, but not limited to, streets, safety protection improvements, trails, parks and recreation, open space, landscaping, and storm drainage improvements (collectively referred to as the “City Maintained Improvements”); and

**WHEREAS**, the Districts agreed to contribute on an annual basis toward defraying the City’s costs associated with the City Maintained Improvements in the form of imposing and certifying an ad valorem mill levy and remitting the revenue received from such mill levy to the City; and

**WHEREAS**, at the November 7, 2023 municipal election, the City’s voters authorized the City to increase the City ad valorem property tax by twelve mills to fund park, recreation, trail, and open space amenities and improvements within the City subject to an equal decrease in ad valorem property taxes imposed by Title 32 metropolitan districts on properties located within such metropolitan districts; and

**WHEREAS**, the City and the Districts desire to terminate the provisions of the Prior IGA pertaining to the Districts’ obligations to annually impose an ad valorem mill levy and transfer the revenues from such mill levy to the City to fund the City Maintained Improvements while preserving the remaining provisions of the Prior IGA; and

**WHEREAS**, the Parties desire to enter into an Amended and Restated Intergovernmental Agreement to clarify each Party’s rights and responsibilities.

**THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:**

**Section 1.** The City Council hereby: (a) approves the Amended and Restated Intergovernmental Agreement between the City of Castle Pines and the Districts in substantially the

same form as attached hereto and incorporated herein as **Exhibit 1**; (b) authorizes the City Attorney, in consultation with the City Manager, to make such changes as may be necessary to correct any non-material errors that do not increase the obligations of the City; and (c) authorizes the Mayor to execute the Amended and Restated Intergovernmental Agreement when in final form.

**Section 2.** If any section, paragraph, clause, or provision of this Resolution is held to be invalid or unenforceable by a court of competent jurisdiction, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses, or provisions of this Resolution.

**Section 3.** This Resolution shall take effect upon its approval by the City Council.

*[Remainder of this page intentionally left blank.]*

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES BY A VOTE OF 4 IN FAVOR, 1 AGAINST AND 2 ABSENT THIS 9<sup>th</sup> DAY OF JANUARY, 2024.**



**ATTEST:**

*Tobi Duffey*

\_\_\_\_\_  
Tobi Duffey, MMC, City Clerk

*Tracy Engerman*  
\_\_\_\_\_  
Tracy Engerman (Jan 11, 2024 09:13 MST)

Tracy Engerman, Mayor

**APPROVED AS TO FORM:**

*Linda C Michow*

\_\_\_\_\_  
Linda C. Michow, City Attorney

**EXHIBIT 1**  
**AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

**FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF CASTLE PINES, COLORADO AND  
NORTH PINE VISTAS METROPOLITAN DISTRICT NOS. 1-3**

This FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into and effective as of this 13th day of December, 2023 (the “Effective Date”), by and between the CITY OF CASTLE PINES, a home rule municipal corporation of the State of Colorado (the “City”), and NORTH PINE VISTAS METROPOLITAN DISTRICT NOS. 1-3, quasi-municipal corporations and political subdivisions of the State of Colorado (collectively, the “Districts”). The City and the Districts may each be referred to herein as a “Party” and collectively as the “Parties.”

**RECITALS:**

WHEREAS, the City Council for the City (the “City Council”) approved the Combined Service Plan for North Pine Vistas Metropolitan District Nos. 1-3 on August 23, 2011, as amended by that First Amendment to Combined Service Plan for North Pine Vistas Metropolitan District Nos. 1-3 the City Council approved on October 11, 2016 (collectively, the “Service Plan”);

WHEREAS, the Service Plan anticipated Castle Pines Metropolitan District or the City would own, operate, and maintain the water, wastewater, and sanitary sewer infrastructure within the Districts’ boundaries and benefiting those residing within the Districts’ service area boundary, the City would own, operate, and maintain certain storm drainage, landscaping, and traffic and safety protection infrastructure within the Districts’ boundaries and benefiting those residing within the Districts’ service area boundary, and the Districts would own, operate, and maintain facilities not otherwise dedicated to or owned by the City or other appropriate entity;

WHEREAS, the Parties entered into that certain Amended and Restated Intergovernmental Agreement on July 1, 2022 (the “Prior IGA”) to set forth the ownership, operation, and maintenance obligations of the Parties with respect to certain public improvements within the Districts’ boundaries or benefitting those residing within the Districts’ service area boundary and the Parties’ respective funding obligations thereof;

WHEREAS, pursuant to the Prior IGA, the City agreed to own, operate, and maintain certain public improvements within the Districts’ boundaries or benefitting those residing within the Districts’ service area boundary, including, but not limited to, streets, safety protection improvements, trails, parks and recreation, open space, landscaping, and storm drainage improvements (collectively referred to as the “City Maintained Improvements”);

WHEREAS, the Districts have conveyed all of the proposed and anticipated City Maintained Improvements to the City and assigned all corresponding warranties to the City and the City has accepted ownership of and title to all the City Maintained Improvements;

WHEREAS, the Districts agreed to contribute on an annual basis toward defraying the City’s costs associated with the City Maintained Improvements in the form of imposing and certifying an ad valorem mill levy and remitting the revenue received from such mill levy to the City;

WHEREAS, at the November 7, 2023 municipal election, the City's voters authorized the City to increase the City ad valorem property tax by twelve mills to fund park, recreation, trail, and open space amenities and improvements within the City subject to an equal decrease in ad valorem property taxes imposed by Title 32 metropolitan districts on properties located within such metropolitan districts;

WHEREAS, the Parties desire to terminate the provisions of the Prior IGA pertaining to the Districts' obligations to annually impose an ad valorem mill levy and transfer the revenues from such mill levy to the City to fund the City Maintained Improvements while preserving the remaining provisions of the Prior IGA;

WHEREAS, the Parties have determined it to be in the best interests of their respective taxpayers, residents, and property owners to enter into this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to clarify each Party's rights and responsibilities.

NOW, THEREFORE, in consideration of the covenants and mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

#### **AGREEMENT**

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into and made a substantive part of this Agreement.

2. **Amendment and Restatement of Prior IGA.** This Agreement supersedes and replaces the Prior IGA in its entirety and which Prior IGA shall be of no further force and effect. The Districts' obligation to impose and certify an ad valorem mill levy for collection and remittance to the City to operate and maintain the City Maintained Improvements is hereby terminated and the Districts agree they will not impose and certify an ad valorem operating mill levy of more than seven (7) mills, as may be adjusted if the laws change with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation changes, or other similar changes occur, beginning in tax collection year 2024, unless specifically authorized by the City in writing according to Section 15 of this Agreement.

3. **City Maintained Improvements.** The City shall remain solely responsible for the ownership, operation, and maintenance of the City Maintained Improvements. The obligation of the Districts to provide funding to the City in any form to defray the costs of owning, operating, and maintaining the City Maintained Improvements is hereby terminated. The City shall not be responsible for maintaining the retaining wall and monument sign improvements that remain in the ownership of the Districts.

4. **Limited Defenses.** It is understood and agreed by the Districts that their obligations under this Agreement are absolute, irrevocable, and unconditional and so long as this Agreement has not been terminated by a court of competent jurisdiction or otherwise, the Districts agree that, notwithstanding any fact, circumstance, dispute, or any other matter, they will not assert any rights of setoff, estoppel, or other defenses to their obligations under this Agreement, and the

Districts will not take or fail to take any action which would delay the performance of their obligations under this Agreement.

5. **Representations and Warranties of the Districts.** The Districts hereby make the following representations and warranties to the best of their knowledge:

a. The Districts are quasi-municipal corporations and political subdivisions duly organized and validly existing under the laws of the State of Colorado.

b. The Districts have all requisite corporate power and authority to execute, deliver, and to perform their obligations under this Agreement and the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action.

c. The Districts are not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the Districts to perform their obligations hereunder. The execution, delivery and performance by the Districts of their obligations under this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the Districts in a manner that could reasonably be expected to result in a material adverse effect; and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the Districts pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the Districts are a party or which purports to be binding upon the Districts, or upon any of their revenues or other assets which could reasonably be expected to result in a material adverse effect.

d. There is no action, suit, inquiry, investigation, or proceeding to which the Districts are a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the actual knowledge of the Districts, threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the Districts is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the Districts to perform their obligations under, this Agreement.

e. This Agreement constitutes the legal, valid, and binding obligation of the Districts, enforceable against the Districts in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

6. **Representations and Warranties of the City.** The City hereby makes the following representations and warranties to the best of its knowledge:

a. The City is a home-rule municipality and a political subdivision duly organized and existing under the constitution and laws of the State of Colorado.

b. The City has all requisite corporate power and authority to execute, deliver, and to perform its obligations under this Agreement and the execution, delivery, and performance of this Agreement has been duly authorized by all necessary action.

c. The City is not in violation of any of applicable provisions of law or any order of any court having jurisdiction in the matter, which violation could reasonably be expected to materially adversely affect the ability of the City to perform its obligations hereunder. The execution, delivery and performance by the City of its obligations under this Agreement (i) will not violate any provision of any applicable law or regulation or of any order, writ, judgment or decree of any court, arbitrator, or governmental authority; (ii) will not violate any provision of any document or agreement constituting, regulating, or otherwise affecting the operations or activities of the City in a manner that could reasonably be expected to result in a material adverse effect; and (iii) will not violate any provision of, constitute a default under, or result in the creation or imposition of any lien, mortgage, pledge, charge, security interest, or encumbrance of any kind on any of the revenues or other assets of the City pursuant to the provisions of any mortgage, indenture, contract, agreement, or other undertaking to which the City is a party or which purports to be binding upon the City, or upon any of its revenues or other assets which could reasonably be expected to result in a material adverse effect.

d. There is no action, suit, inquiry, investigation, or proceeding to which the City is a party, at law or in equity, before or by any court, arbitrator, governmental or other board, body, or official which is pending or, to the best knowledge of the City, threatened, in connection with any of the transactions contemplated by this Agreement nor, to the best knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling, or finding could reasonably be expected to have a material adverse effect on the validity or enforceability of, or the authority or ability of the City to perform its obligations under, this Agreement.

e. This Agreement constitutes the legal, valid, and binding obligation of the City, enforceable against the City in accordance with its terms (except as such enforceability may be limited by bankruptcy, moratorium, or other similar laws affecting creditors' rights generally and provided that the application of equitable remedies is subject to the application of equitable principles).

## **7. Non-Compliance and Remedies.**

a. **Events of Non-Compliance.** The occurrence or existence of any one or more of the following events shall be an "Event of Non-Compliance" hereunder:

i. Any representation or warranty made by any Party to this Agreement proves to have been untrue or incomplete in any material respect when made and which untruth or incompleteness would have a material adverse effect upon the other Party to this Agreement;



ii. A District materially fails in the performance of any other of its covenants or obligations in this Agreement, and such material failure continues for thirty (30) days after receipt of written notice from the City specifying such default and requiring the same to be remedied;

iii. Except as provided herein, a District commences proceedings for dissolution or consolidation with another metropolitan district during the Term (as defined in Section 21(a) below);

iv. A District (A) commences any case, proceeding, or other action (1) under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, or relief of debtors, seeking to have an order for relief entered with respect to it or seeking to adjudicate it insolvent or bankrupt or seeking reorganization, arrangement, adjustment, winding up, liquidation, dissolution, composition, or other relief with respect to it or its debts; or (2) seeking appointment of a receiver, trustee, custodian, or other similar official for itself or for any substantial part of its property; or (B) makes a general assignment for the benefit of its creditors; or (C) has commenced against it any case, proceeding, or other action of a nature referred to in clause (A) and the same shall remain not dismissed within 90 days following the date of filing; or (D) has commenced against it any case, proceeding, or other action seeking issuance of a warrant of attachment, execution, distraint, or similar process against all or any substantial part of its property which results in the entry of an order for any such relief which shall not have been vacated, discharged, stayed, or bonded pending appeal within 90 days from the entry thereof; or (E) takes action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth in clause (A), (C) or (D) above; or (F) generally is not, or is unable to, or admits in writing its inability to, pay its debts as they become due; or

v. The City materially fails in the performance of any other of its covenants or obligations in this Agreement, and such failure or material failure continues for thirty (30) days after receipt of written notice from the Districts specifying such default and requiring the same to be remedied.

8. **Remedies for Events of Non-Compliance.** In addition to other remedies set forth herein, and subject to Section 4 hereof, upon the occurrence and continuance of an Event of Non-Compliance, a Party may proceed to protect and enforce its rights against the Party causing the Event of Non-Compliance by mandamus or such other suit, action, or special proceedings in equity or at law, in any court of competent jurisdiction, including an action for specific performance. In the event of any litigation or other proceeding to enforce any of the terms, covenants or conditions hereof, the Party in such litigation or other proceeding shall obtain, as part of its judgment or award, its reasonable attorneys' fees and costs.

9. **Construction Standards.** The Districts will ensure that all public improvements are designed and constructed in accordance with the standards and specifications of the City and of other governmental entities having proper jurisdiction. The Districts will obtain

the City's approval of civil engineering plans and will obtain applicable permits for construction and installation of public improvements prior to performing such work.

10. **Overlap Limitation.** The boundaries of the Districts shall not overlap unless the aggregate mill levy of the overlapping Districts will not at any time exceed the Mill Levy Cap.

11. **Total Debt Issuance.** The Districts shall not issue Debt in excess of Thirty-Five Million Dollars (\$35,000,000) in the aggregate, exclusive of refundings.

12. **Consolidation.** No District shall file a request with any Court to consolidate with another Title 32 district without the prior written consent of the City, unless such consolidation is between District No. 1 (the Operating District) and District No. 2 and/or District No. 3.

13. **Dominant Eminent Domain.** No District shall undertake any condemnation action against the City without the prior written approval of the City Council.

14. **Annual Report.** Each of the Districts shall be responsible for submitting an annual report to the City Manager no later than August 1st of each year beginning with August 1, 2012, pursuant to Section XII of the Service Plan. The annual report may be submitted on a consolidated basis by the Districts.

15. **Mill Levy Cap.** The Districts shall not impose a mill levy in excess of the Mill Levy Cap, except as may be specifically permitted by the Service Plan. The Maximum Debt Mill Levy shall be fifty (50) mills and the Maximum Operations Mill Levy shall not exceed nineteen (19) mills without a corresponding reduction in the Maximum Debt Mill Levy, so that the combined total mill levy will not exceed the Mill Levy Cap of sixty-nine (69) mills. The Maximum Debt Mill Levy, the Maximum Operations Mill Levy, and the total Mill Levy Cap shall be subject to adjustment if the laws change with respect to the assessment of property for taxation purposes, the ratio for determining assessed valuation changes, or other similar changes occur. In any of these events, the mill levies may be increased or decreased to reflect such changes, such increases or decreases to be determined by the respective Boards of Directors of the Districts in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the mill levies, as adjusted for changes occurring after January 1, 2012, are neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, a change in the ratio of actual valuation shall be deemed to be a change in the method of calculating assessed valuation. Notwithstanding the foregoing, in accordance with Section 2 above, the Districts covenant and agree that none of the Districts shall impose a mill levy of greater than seven (7) mills, as may adjusted in accordance herewith, for operations and maintenance purposes unless such District can demonstrate that revenues generated for operations and maintenance are wholly unrelated to the City Maintained Improvements. If any District will impose a mill levy greater than seven (7) mills for operations and maintenance purposes, it shall provide prior written notice and written verification demonstrating the purposes for which the revenues generated will be used to the City Manager for approval no later than November 1 in the year it intends to certify and impose such mill levy; said City Manager's approval shall not be unreasonably withheld or denied.

16. **Maximum Mill Levy Imposition Term for Repayment of Debt.** No District shall impose a levy for repayment of any and all Debt (or use the proceeds of any mill levy for repayment

of Debt) on any single property developed for residential uses which exceeds forty (40) years after the year of the initial imposition of such mill levy by the respective District, unless a majority of the Board of Directors of such District are residents of such District and have voted in favor of a refunding of a part or all of the Debt and such refunding will result in a net present value savings as set forth in Section 11-56-101, *et seq.*, C.R.S.

17. **Monies from Other Governmental Sources.** No District shall apply for or accept Conservation Trust Funds, Great Outdoors Colorado Funds, or other funds available from or through governmental entities that the City is eligible to apply for, except as may be specifically provided for in this Agreement or as may be specifically authorized by the City in writing. This section shall not apply to specific ownership taxes which may be distributed to and constitute a revenue source for the Districts.

18. **Applicable Laws.** The Districts acknowledge that all real property within the Service Area shall be subject to all ordinances, rules and regulations of the City, including, without limitation, ordinances and rules and regulations relating to zoning, subdivision, building and land use, water conservation regulations, and relating to all City land use policies, comprehensive plans, special districts, and related plans.

19. **Dissolution.** Upon an independent determination of the City Council that the purposes for which one or more of the Districts was or were created have been accomplished, the District(s) subject to such City Council determination agree to file a petition in the appropriate District Court for dissolution, pursuant to the Special District Act, which petition(s) shall contain a plan for dissolution, if required. If a plan for dissolution is required by the Special District Act, the Board(s) agrees to submit such plan(s) to the City Manager and City Attorney for review and approval prior to submitting the petition(s) for dissolution in the appropriate District Court. In no event shall a final dissolution occur until the payment or discharge of all of the outstanding indebtedness and other obligations of the District(s) has been adequately addressed, inclusive of outstanding operational requirements, as required pursuant to the Special District Act.

20. **Service Plan Amendment Requirement.** Actions of the Districts which violate the limitations contained within the Service Plan or which violate the provisions of this Agreement may, in City Council's discretion, be deemed to be a material modification of the Service Plan, and the City shall be entitled to all remedies available under State and local law to enjoin actions of the Districts.

21. **Miscellaneous.**

a. **Term; Termination of Obligation.** This Agreement shall commence on the Effective Date and the initial term of this Agreement shall terminate on December 31, 2051 ("Initial Term"). Commencing on January 1, 2052, this Agreement shall automatically renew for successive five (5) year terms unless a party provides a minimum of 365-day advance written notice of termination of this Agreement to the remaining Parties ("Notice of Termination"). Any Notice of Termination shall set forth the proposed date of termination of this Agreement, which date shall be not less than 365 days following the date of the Notice of Termination.

b. Notices. All notices, demands, requests or other communications to be sent by one Party to the other Parties hereunder or required by law, shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the address or by courier delivery, via Federal Express or other nationally recognized overnight air courier service, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Districts:                    Spencer Fane LLP  
    Attn: Russell Dykstra  
    1700 Lincoln Street, Suite 2000  
    Denver, CO 80203  
    Phone: (303) 839-3800

To the City:                            City of Castle Pines  
  
    7437 Village Square Drive, Suite 200  
    Castle Pines, CO 80108  
    Attn: City Attorney  
    Phone: (303) 705-0200  
    Fax: (303) 705-0201

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service or three (3) business days after deposit in the United States mail. By giving the other party hereto at least ten (10) days written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

c. Relationship of the Parties. The Parties shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with each other than as contracting parties.

d. Non-assignability. No Party to this Agreement may assign any interest therein to any person without the consent of the other Party hereto at that time.

e. Amendments. This Agreement may not be amended, modified, or terminated in any respect, except by further agreement in writing duly executed by the Parties or their successors and assigns.

f. Severability. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

g. Negotiated Provisions. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

h. Waiver. No waiver by either Party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement. No covenant or term of this Agreement shall be deemed to be waived by a Party except in writing signed by the governing body of the Party or by a person expressly authorized to sign such waiver.

i. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for all actions brought hereunder shall be in the District Court in and for Douglas County.

j. Inurement. Each of the terms, covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

k. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

l. No Third Party Beneficiaries. No person or entity who or which is not a Party to this Agreement will have any right of action under this Agreement. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third-party. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third-party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

m. Entirety. This Agreement merges and supersedes all prior negotiations, representations, and agreements, between the Parties relating to the subject matter hereof, and this Agreement, together with the Service Plan, constitute the entire agreement between the Parties concerning the subject matter hereof.

n. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to a Party its respective officials, employees, contractors, or agents, or any other person acting on behalf of the Party and, in particular, governmental immunity afforded or available to a Party pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

o. Counterpart Execution. This Agreement may be executed in multiple counterparts; all counterparts so executed shall constitute one agreement binding upon all

Parties, notwithstanding that all Parties are not signatories to the original or the same counterpart. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

*[Signature pages follow]*

**IN WITNESS WHEREOF**, the City and the Districts have executed this Agreement as of the Effective Date.

**CITY OF CASTLE PINES,**  
a home rule municipal corporation  
of the State of Colorado

\_\_\_\_\_  
Tracy Engerman, Mayor

ATTEST:

\_\_\_\_\_  
Tobi Duffey, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Linda Michow, City Attorney

**NORTH PINE VISTAS METROPOLITAN  
DISTRICT NO. 1**, a quasi-municipal corporation  
and political subdivision of the State of Colorado

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary



**NORTH PINE VISTAS METROPOLITAN  
DISTRICT NO. 2**, a quasi-municipal corporation  
and political subdivision of the State of Colorado

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**NORTH PINE VISTAS METROPOLITAN  
DISTRICT NO. 3**, a quasi-municipal corporation  
and political subdivision of the State of Colorado

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary