

**Maintenance Agreement**  
**Between the City of Colorado Springs and the Colorado Springs Briargate General Improvement District 2021**

---

This Maintenance Agreement (“Agreement”) between the City of Colorado Springs, a home rule city and Colorado municipal corporation (“City”), and the Colorado Springs Briargate General Improvement District 2021 (“GID”), a general improvement district formed pursuant to § 31-25-601, *et. seq.*, C.R.S., is entered in to on this [DAY] of [MONTH], 2022 (“Effective Date”). The City, and the GID may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

WHEREAS, in November 2021 the electors of the GID voted to form the GID for purposes of collecting a mill levy to maintain public improvements within its boundaries; and

WHEREAS, City Council formalized the formation of the GID with the passage of Ordinance No. 22-16 on March 22, 2022 attached hereto as **Exhibit 1** and incorporated herein; and

WHEREAS, the GID’s boundaries cover all areas currently serviced by the Briargate Special Improvement Maintenance District (“SIMD”); and

WHEREAS, beginning on January 1, 2023, the GID will take over maintenance responsibilities for all public improvements currently maintained by the SIMD; and

WHEREAS, the SIMD, which is under the management of the City’s Parks, Recreation, and Cultural Services Department, has the staff and equipment necessary to perform maintenance activities; and

WHEREAS, the Parties believe it is the best interests of the electors of the GID if the City/SIMD staff continue to perform the necessary maintenance.

**AGREEMENT**

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

1. This Agreement is effective as of the Effective Date and shall automatically renew on an annual basis as of the Effective Date.
2. Beginning January 1, 2023, the City shall perform all maintenance obligations of the GID outlined within Exhibit 1, and all its incorporated exhibits.
3. The Parties agree the revenue from the dedicated mill levy set at 4.409 will provide the funding for the City to perform the maintenance obligations.
4. The Parties understand all obligations of the GID for maintenance of improvements will be paid for from the GID fund and will not be supplemented by money from the City General Fund.

5. GID agrees the City's Finance Department shall manage the tracking and reporting of financial activities of the GID fund.
6. The City employees assigned to perform duties for the GID under this Agreement shall be paid from the GID fund.
7. The GID shall pay for the purchase of any new equipment, repairs and maintenance of City equipment, and shall pay the GID's proportionate share for maintenance of other equipment shared by other SIMD's that is used in the performance of maintenance obligations of the GID.
8. The GID shall pay for all the resources required in the maintenance obligations of the GID outlined within Exhibit 1, and all its incorporated exhibits.
9. Assignment. The Parties shall not assign, subordinate or otherwise transfer this Agreement or any right or obligation contained herein.
10. Fiscal Obligations of the City. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs or the GID Board, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City or GID which may arise under this Agreement in any fiscal year after the year of execution, in the event the revenue and available fund balance of the GID fund for any such year fails to provide funds in sufficient amounts to discharge such obligation, the City will modify its maintenance schedule to limit its expenses to the GID Fund revenue amount. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget which contains an allocation of funds raised by the mill levy for the performance of fiscal obligations arising under this Agreement.
11. Entire Agreement. This Agreement, together with all attached exhibits, constitutes the entire Agreement between the Parties. This Agreement may be amended only in writing and executed by duly authorized representatives of the Parties in the same manner as this Agreement.
12. No Third Party Beneficiary. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action by any other or third person or entity under this Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.
13. City Control of Employees. In the performance of the obligations under this Agreement, the Parties agree the City is at all times acting and performing in its administrative capacity. The GID shall neither have, nor exercise, any control or direction over the manner and means by which City performs its obligations, except as otherwise stated in this Agreement. City employees are not employees of the GID and the City is solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation for benefit to its employees under this Agreement. Further, it is expressly understood and agreed that City employees are entitled to any benefits required by law or by City policy.
14. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to the City and/or the GID by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

13. Governing Law. This Agreement shall be construed in accord with the laws of the State of Colorado and the City Charter, City Code, ordinances, rules and regulations of the City.

CITY OF COLORADO SPRINGS

---

John W. Suthers  
Mayor

COLORADO SPRINGS BRIARGATE  
GENERAL IMPROVEMENT DISTRICT 2021

---

Tom Strand, City Council President  
On behalf of City Council serving as  
ex officio board of directors for the  
Colorado Springs Briargate General  
Improvement District 2021

Approved as to Form:

---

Office of the City Attorney