EXHIBIT A
Amended and Restated Intergovernmental Agreement

AMENDED AND RESTATED

INTERGOVERNMENTAL AGREEMENT BETWEEN

THE CITY OF LITTLETON, COLORADO, AND

SANTA FE PARK METROPOLITAN DISTRICT NOS. 1-4

THIS AMENDED AND RESTATED AGREEMENT is made and entered into as of this 26th day of October, 2022, by and between the CITY OF LITTLETON, a home-rule municipal corporation of the State of Colorado (the "**City**"), and SANTA FE PARK METROPOLITAN DISTRICT NO. 1, SANTA FE PARK METROPOLITAN DISTRICT NO. 2, SANTA FE PARK METROPOLITAN DISTRICT NO. 3, and SANTA FE PARK METROPOLITAN DISTRICT NO. 4, quasi-municipal corporations and political subdivisions of the State of Colorado (each a "District" and collectively, the "**Districts**"). The City and the Districts are collectively referred to as the "**Parties**".

RECITALS

WHEREAS, the Districts were organized to provide those Public Improvements, Regional Improvements and services, and to exercise powers, as are more specifically set forth in the Districts' Service Plan approved by the City on August 17, 2021 ("Service Plan"); and

WHEREAS, the Service Plan makes reference to the execution of an intergovernmental agreement between the City and the Districts, as required by the Littleton City Code (the "City Code"); and

WHEREAS, the City and the Districts entered into that certain Intergovernmental Agreement dated October 26, 2022 (the "**Prior Agreement**"); and

WHEREAS, the City and the Districts have determined it to be in the best interests of their respective taxpayers, residents and property owners to enter into this Intergovernmental Agreement (the "**Agreement**") which supersedes and replaces the Prior Agreement it its entirety.

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

COVENANTS AND AGREEMENTS

1. Prior Agreement. The Parties agree that acknowledge that the Prior Agreement is terminated as of the date of this Agreement and this Agreement supersedes and replaces the Prior Agreement in its entirety.

2. Eminent Domain Restriction. The Districts shall not exercise its statutory power of eminent domain without first obtaining approval from the City Council. This restriction on the Districts' exercise of eminent domain power is being voluntarily acquiesced to by the Districts and shall not be interpreted in any way as a limitation on the Districts' sovereign powers and

shall not negatively affect the District's status as a political subdivision of the State as conferred by the Special District Act.

3. Fee Limitation. Any Fees imposed for the repayment of Debt, if authorized by the Service Plan, shall not be imposed by the Districts upon or collected from an End User. In addition, Fees imposed for the payment of Debt shall not be imposed unless and until the requirements for securing the delivery of the Districts' portion of the Public Benefits have been satisfied in accordance with the Service Plan. Notwithstanding the foregoing, this Fee limitation shall not apply to any Fee imposed to fund the operation, maintenance, repair or replacement of Public Improvements or the administration of the Districts.

4. Operations and Maintenance. The Districts shall dedicate the Public Improvements to the City or other appropriate jurisdiction or owners' association in a manner consistent with the Approved Development Plan and the City Code, provided nothing herein requires the City to accept a dedication. The Districts are specifically authorized to operate and maintain all or any part of the Public Improvements and Regional Improvements not otherwise conveyed or dedicated to the City or another appropriate governmental entity until such time as the Districts are dissolved.

5. Fire Protection Restriction. The Districts are not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire protection facilities or services, unless such facilities and services are provided pursuant to an agreement with the South Metro Fire Rescue. The authority to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain fire hydrants and related improvements installed as part of the water system shall not be limited by this provision.

6. Public Safety Services Restriction. The Districts are not authorized to provide policing or other security services. However, the Districts may, pursuant to C.R.S. § 32-1-1004(7), as amended, furnish security services pursuant to an intergovernmental agreement with the City.

7. Grants from Governmental Agencies Restriction. The Districts shall not apply for grant funds distributed by any agency of the United States Government or the State without the prior written approval of the City Manager. This does not restrict the collection of Fees for services provided by the Districts to the United States Government or the State.

8. Television Relay and Translation. The Districts are not authorized to plan for, design, acquire, construct, install, relocate, redevelop, finance, own, operate or maintain television relay and translation facilities and services, other than for the installation of conduit as a part of a street construction project, unless such facilities and services are provided pursuant to prior written approval from the City Council as a Service Plan Amendment.

9. Potable Water and Wastewater Treatment Facilities. Acknowledging that the City and other existing special districts operating within the City currently own and operate treatment facilities for potable water and wastewater that are available to provide services to the Service Area, the Districts shall not plan, design, acquire, construct, install, relocate, redevelop, finance,

own, operate or maintain such facilities without obtaining the City Council's prior written approval either by intergovernmental agreement or as a Service Plan Amendment.

10. Sub-district Restriction. The Districts shall not create any sub-district pursuant to the Special District Act without the prior written approval of the City Council.

11. Privately Placed Debt Limitation. Prior to the issuance of any privately placed Debt, the issuing District shall obtain the certification of an External Financial Advisor substantially as follows:

> We are [I am] an External Financial Advisor within the meaning of the District's Service Plan.
>
> We [I] certify that (1) the net effective interest rate (calculated as defined in Section 32-1-103(12), C.R.S.) to be borne by [insert the designation of the Debt] does not exceed a reasonable current [tax-exempt] [taxable] interest rate, using criteria deemed appropriate by us [me] and based upon our [my] analysis of comparable high yield securities; and (2) the structure of [insert designation of the Debt], including maturities and early redemption provisions, is reasonable considering the financial circumstances of the District.

12. Maximum Voted Interest Rate and Underwriting Discount. The interest rate on any Debt is expected to be the market rate at the time the Debt is issued. The maximum interest rate on any Debt, including any defaulting interest rate, is not permitted to exceed twelve percent (12%). The maximum underwriting discount shall be three percent (3%). Debt, when issued, will comply with all relevant requirements of this Service Plan, the Special District Act, other applicable State law and federal law as then applicable to the issuance of public securities.

13. Interest Rate and Underwriting Discount Certification. The issuing District shall retain an External Financial Advisor to provide a written opinion on the market reasonableness of the interest rate on any Debt and any underwriter discount paid by the District as part of a Debt financing transaction. The issuing District shall provide this written opinion to the City before issuing any Debt based on it.

14. Refinance Limitation. Refinancing of Debt shall be allowed so long as it does not violate the Maximum Debt Mill Levy Imposition Term.

15. Mill Levies.

(a) Aggregate Mill Levy Maximum. The Aggregate Mill Levy shall not exceed in any year the Aggregate Mill Levy Maximum, which is forty (40) mills, subject to Mill Levy Ratio Adjustments.

(b) Regional Mill Levies. The Districts shall be authorized to impose up to ten (10) mills, subject to Mill Levy Ratio Adjustment, for Regional Improvement Debt (the "Regional Debt Mill Levy"). The Districts shall be authorized to impose up to two (2) mills, subject to Mill Levy Ratio Adjustment, for Regional Improvements Operations and Maintenance

(the "Regional Operations Mill Levy" and together with the Regional Debt Mill Levy, the "Regional Mill Levies"). The Regional Debt Mill Levy imposed for Regional Improvement Debt shall be subject to the Maximum Debt Mill Levy Imposition Term.

(c) Regional Mill Levies Not Included in Other Mill Levies. The Regional Mill Levies shall not be counted against the Aggregate Mill Levy Maximum.

(d) Operating Mill Levy. The District may impose an Operating Mill Levy of up to forty (40) mills, subject to Mill Levy Ratio Adjustments, until the District imposes a Debt Mill Levy. Once the District imposes a Debt Mill Levy of any amount, the District's Operating Mill Levy shall cannot exceed twenty (20) mills, subject to Mill Levy Ratio Adjustments, at any point.

(e) Mill Levy Ratio Adjustments. In the event the State's method of calculating assessed valuation for the Taxable Property changes after January 1, 2021 or any constitutionally mandated tax credit, cut or abatement, the District's Aggregate Mill Levy, Debt Mill Levy, Operating Mill Levy, and Aggregate Mill Levy Maximum, amounts herein provided may be increased or decreased to reflect such changes; such increases or decreases shall be determined by the District's Board in good faith so that to the extent possible, the actual tax revenues generated by such mill levies, as adjusted, are neither enhanced nor diminished as a result of such change occurring after January 1, 2021. For purposes of the foregoing, a change in the ratio of actual valuation to assessed

16. Maximum Debt Authorization. The Districts shall not collectively issue Debt in excess of $41,000,000. At least seven days prior to the issuance of any Debt, the issuing District must provide the City Attorney with an opinion prepared by nationally recognized bond counsel evidencing that the issuing District has complied with all Service Plan requirements relating to such Debt.

17. Dissolution. Upon an independent determination of the City Council that the purposes for which the District was created have been accomplished, the applicable District agrees to file a petition in the appropriate District Court for dissolution, pursuant to the applicable State statutes. In no event shall a dissolution occur until the District have provided for the payment or discharge of all of their outstanding indebtedness and other financial obligations as required pursuant to State statutes.

18. Disclosure to Purchasers. In order to notify future End Users who are purchasing residential lots or dwellings units in the Service Area that they will be paying, in addition to the property taxes owed to other taxing governmental entities, the property taxes imposed under the Debt Mill Levy, the Operating Mill Levy and the Regional Mill Levies, the Districts shall not be authorized to issue any Debt under the Service Plan until the requirements of the Service Plan related to the Disclosure Notice have been completed.

19. Service Plan Amendment Requirement. Actions of the Districts which violate the limitations set forth in Sections VII.B.1-12 or IX of the Service Plan shall be deemed to be material modifications to the Service Plan and the City shall be entitled to all remedies available under State and local law to enjoin such actions of the Districts.

20. Multiple District Structure. It is anticipated that the Districts, collectively, will undertake the financing and construction of the Public Improvements. The nature of the functions and services to be provided by each District may be clarified in an intergovernmental agreement between and among the Districts. Such intergovernmental agreement will be designed to help assure the orderly development of the Public Improvements, Regional Improvements, Public Benefits, and essential services in accordance with the requirements of the Service Plan. Implementation of such intergovernmental agreement is essential to the orderly implementation of the Service Plan. Accordingly, any determination of any Board to set aside said intergovernmental agreement without the consent of all of the Districts shall be a material modification of the Service Plan. Said intergovernmental agreement may be amended by mutual agreement of the Districts without the need to amend the Service Plan.

21. Annual Report. The Districts shall be responsible for submitting an annual report to the City Clerk no later than September 1st of each year following the year in which the Order and Decree creating the District has been issued.

22. Notices. All notices, demands, requests or other communications to be sent by one party to the other 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 United Parcel Service 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:
Santa Fe Park Metropolitan District Nos. 14
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Avenue, Suite 2000
Centennial, CO 80122
Attn: Clint Waldron, Esq.
Phone: (303) 858-1800
Fax: (303) 858-1801
Email: cwaldron@wbapc.com

To the City:
City of Littleton
2255 W. Berry Avenue
Littleton, CO 80120
Attn: Jennifer Henninger
Phone: (303) 795-3748
Fax: (303) 795-3856
Email: cdjh@littletongov.org

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with United Parcel Service 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.

23. Amendment. This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan provided such amendment is not in conflict with the Service Plan.

24. Assignment. No Party hereto shall assign any of its rights nor delegate any of its duties hereunder to any person or entity without having first obtained the prior written consent of all other Parties, which consent will not be unreasonably withheld. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

25. Default/Remedies. In the event of a breach or default of this Agreement by any Party, the non-defaulting Parties shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages. In the event of any proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party/Parties in such proceeding shall be entitled to obtain as part of its judgment or award its reasonable attorneys' fees.

26. Governing Law and Venue. This Agreement shall be governed and construed under the laws of the State of Colorado.

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

28. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

29. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Districts and the City any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Districts and the City shall be for the sole and exclusive benefit of the Districts and the City.

30. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

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

33. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Service Plan.

SANTA FE PARK METROPOLITAN DISTRICT NOS. 1-4

DocuSigned by:
By: Ben Both
F9154CBE99524ED...
President

Attest:

DocuSigned by:
Timothy Westbrook
E5D1C5AA16D45A...
Secretary

CITY OF LITTLETON, COLORADO

DocuSigned by:
By: _____
123C3185...
Kyle Schlachter, Mayor

ATTEST:

DocuSigned by:
_____
CF35EE7E14B6...
Colleen Norton, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
_____
B98911B336724F5...
Reid Betzing, City Attorney