

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
DOUGLAS COUNTY SCHOOL DISTRICT AND THE CITY OF CASTLE  
PINES, STATE OF COLORADO, REGARDING AN MS4 PARTICIPATION  
AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Douglas County School District (“School District”), the City Council of Castle Pines, the City of Castle Pines (the “City”), and the State of Colorado, hereinafter collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Local Agency and the City desire to partner on their respective MS4 programs as documented in this MS4 Participation Agreement; and

WHEREAS, the City was issued a CDPS General Permit COR080022 for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) that discharge to the Cherry Creek Reservoir Drainage Basin from the Colorado Department of Public Health and Environment (CDPHE) effective on July 1, 2016, expiring June 30, 2021, and administratively extended, hereinafter referred to as the “Standard Permit”; and

WHEREAS, the School District was issued a CDPS General Permit for Stormwater Discharges Associated with Municipal Separate Storm Sewer System (MS4) from the Colorado Department of Public Health and Environment (CDPHE), hereinafter referred to as the “Non-standard Permit,” located at least partially within the City of Castle Pines; and

WHEREAS, the City must implement, enforce, and administer the Standard Permit requirements within the associated jurisdictional boundary and the School District must implement, enforce, and administer the Non-standard Permit requirements within the associated jurisdictional boundary, hereinafter collectively referred to as the “MS4 Permits;” and

WHEREAS, both the City and the School District are required to develop Program Description Documents and supporting documents to describe how the permittee will comply with their MS4 Permit requirements; and

WHEREAS, the City has adopted the Douglas County Grading, Erosion, and Sediment Control (GESC) Manual, recently amended by Douglas County in July of 2019, and the City intends to shortly adopt The Castle Pines GESC Manual to replace The Douglas County GESC Manual that may be further amended in the future, in accordance with the City’s Standard Permit and programs; and

WHEREAS, the City adopted the Douglas County Storm Drainage Design and Technical Criteria Manual, most notably Chapter 14, “Stormwater Quality,” most recently amended in June of 2019, and may be further amended in the future, in accordance with the City’s Standard Permit and programs; and

WHEREAS, previously the School District has submitted GESC permits to the City for applicable construction sites. The City and School District are expanding their partnership and the City will implement the Construction and Post-construction program requirements within the School District's Non-standard Permit area in the City; and

WHEREAS, the School District Non-standard Permit requires that the School District and City partnership be documented in an MS4 participation agreement whereby the Non-standard Permittee may exclude the previously unpermitted portion of their MS4 if that MS4 portion serves a maximum daily user population of less than one thousand (1,000) where such an agreement document is in place. This exclusion will pertain to the Construction and Post-construction MS4 programs only. The MS4 participation agreement allows the Standard Permittee full authority to implement and enforce its construction and post-construction within the Non-standard Permittee's jurisdictional boundary in the City in accordance with the Standard Permit requirements; and

WHEREAS, the School District and City MS4 participation agreement will cover additional applicable construction and post-construction activities for portions of the Non-standard Permit that were previously permitted or serve more than a maximum of thousand (1,000) daily users. The Non-standard Permittee is excluded from implementing the Construction and Post-construction programs for this portion of their MS4 Permit in the City; however, the School District is responsible for Annual Reporting requirements from these portions of the Non-standard Permit; and

WHEREAS, the Parties acknowledge that the activities conducted by the City do not constitute full compliance with all requirements of the School District's Non-standard Permit.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which are mutually acknowledged, the Parties hereto agree as follows:

**1. Services.**

a. The City agrees to allow the School District to rely on the City's Construction and Post-construction Standard Permit requirements for the portion of the School District's Non-standard Permit located within the jurisdiction of the City.

The City agrees to provide plan review and approval, permitting, inspection, and acceptance consistent with all applicable City regulations for the School District's Non-standard Permit jurisdictional boundary within the City as provided for in this Agreement. These services will be in accordance with the City's Construction and Post-construction program documents. However, the City does not accept any responsibility for design or permit compliance for post-construction stormwater control measures (SCMs) built prior to the date of this agreement.

b. The School District, their contractors, or assigns, agree to continue to follow the City's development process and codes consistent with all applicable City regulations, and the City will forward applicable records and documentation to the School District within thirty (30) days of any request by the School District for the recordkeeping requirements of the Non-standard Permit and annual report to CDPHE. Facilities that were previously unpermitted and serve a maximum daily user population of less than 1,000 are not required to be reported by the School District in Annual Reports but may need to be included in the City's Annual Report depending on size and nature of activities.

c. The School District, hereby grants, bargains, and conveys to the City and its agents, employees, and contractors the right to access and utilize property owned by the School District with the Standard Permit jurisdictional boundary for access

from public rights-of-way, abutting private roadways, and/or private driveway, including all other rights the School District possesses to access their property, for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining, repairing, or replacing post-construction SCMs as may be necessary in accordance with the Standard Permit program requirements.

d. The School District will supply any available Operation and Maintenance (O&M) plans and as-built drawings of SCMs to the City within twelve months of the execution of this Agreement or as soon as reasonably possible thereafter.

e. The School District will provide a list of any active construction sites within 7 days of the of the execution of this Agreement.

f. The City is not responsible for providing support for any of the School District's Non-standard Permit requirements related to Public Education and Outreach, Illicit Discharge Detection and Elimination (IDDE), Pollution Prevention/Good Housekeeping for Permittee's Operations, or other sections of the School District's Non-standard Permit not specified above. The School District is required to report all illicit discharges to the City as part of the City's IDDE program. The School District is responsible for meeting all of the Standard Permit requirements for portions of the Non-standard Permit that are excluded as part of the previously unpermitted portion of their MS4 that serves a maximum daily user population of less than one thousand (1,000).

2. **Standard of Performance.** The City agrees to comply with the City's Standard Permit but cannot guarantee that all activities will comply with the School District's Non-standard Permit. The City assumes no responsibility for compliance with the School District's Non-standard Permit. The School District acknowledges that the City Standard Permit program requirements may be more stringent than the Non-standard Permit requirements, and if so, the School District will be subject to those requirements for the Construction and Post-construction programs as applicable in this agreement.

3. **Enforcement.** The School District agrees to comply with the City's Standard Permit Construction and Post-construction programs and to allow the City to fully enforce the City's Standard Permit programs consistent with the Standard Permit for all applicable construction and development activities in the School District's Non-standard Permit jurisdictional boundary within the City for which the School District owns, operates, or has implementation authority over.

4. **Geographic Area Applicability.** This Agreement will only apply to the geographical area as shown on the attached map (Exhibit A), or as otherwise amended and agreed upon by both parties, in accordance with MS4 Permit requirements.

5. **Site Inspections.** The School District must allow for site inspections by the City as needed to implement the Construction and Post-construction programs.

6. **Responsibility/Liability.** Each Party to this Agreement shall be responsible for that Party's own performance under this Agreement and each Party shall be responsible for its own defense in connection with any claims made against such Party by reason of that Party's performance of the matters covered by this Agreement. The School District is responsible for all Non-standard documentation requirements.

7. **Notice.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given, at the address set forth below, or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

School District: Douglas County School District  
620 Wilcox Street  
Castle Rock, Colorado 80104  
Attention: Zach Nannestad With an electronic  
copy to Zach.Nannestad@dcsdk12.org

Castle Pines : Castle Pines  
360 Village Square Lane, Suite B  
Castle Pines, CO 80108  
Attention: Larry Nimmo, Public Works Director

8. **Additional Documents.** The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

9. **Colorado Law.** The laws of the State of Colorado shall govern this Agreement. Venue for any action hereunder shall be in the District Court, County of Douglas, State of Colorado, and the Parties waive any right to remove any action to any other court, whether state or federal.

10. **Separate Entities.** The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

11. **No Third-Party Beneficiaries.** The 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 or third person under such Agreement. Any beneficiary of the terms and conditions of this Agreement are not intended beneficiaries but are incidental beneficiaries only.

12. **No Waiver of Governmental Immunity Act.** The Parties hereto understand and agree that this Agreement is relying on, and in no way is intended to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

13. **Amendment.** This Agreement may only be amended in writing signed by the parties hereto.

14. **Effect of Invalidity.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein, or the application thereof in any given circumstance, shall not result in the termination of this Agreement.

15. ***Term.*** This Agreement shall remain in full force and effect until terminated by either Party. Either Party may terminate this Agreement upon providing one hundred eighty (180) days written notice to the other party.

16. ***Previous Agreements*** This Agreement supersedes any previous agreement between the Parties regarding shared MS4 responsibilities making those previous agreements, or the portions thereof that dealt with MS4 responsibilities, null and void.

This Agreement is executed by the Parties hereto as of the date first written above.

DOUGLAS COUNTY SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_

Mike Peterson, Board of Education President

CITY OF CASTLE PINES

Date: 11/23/2021

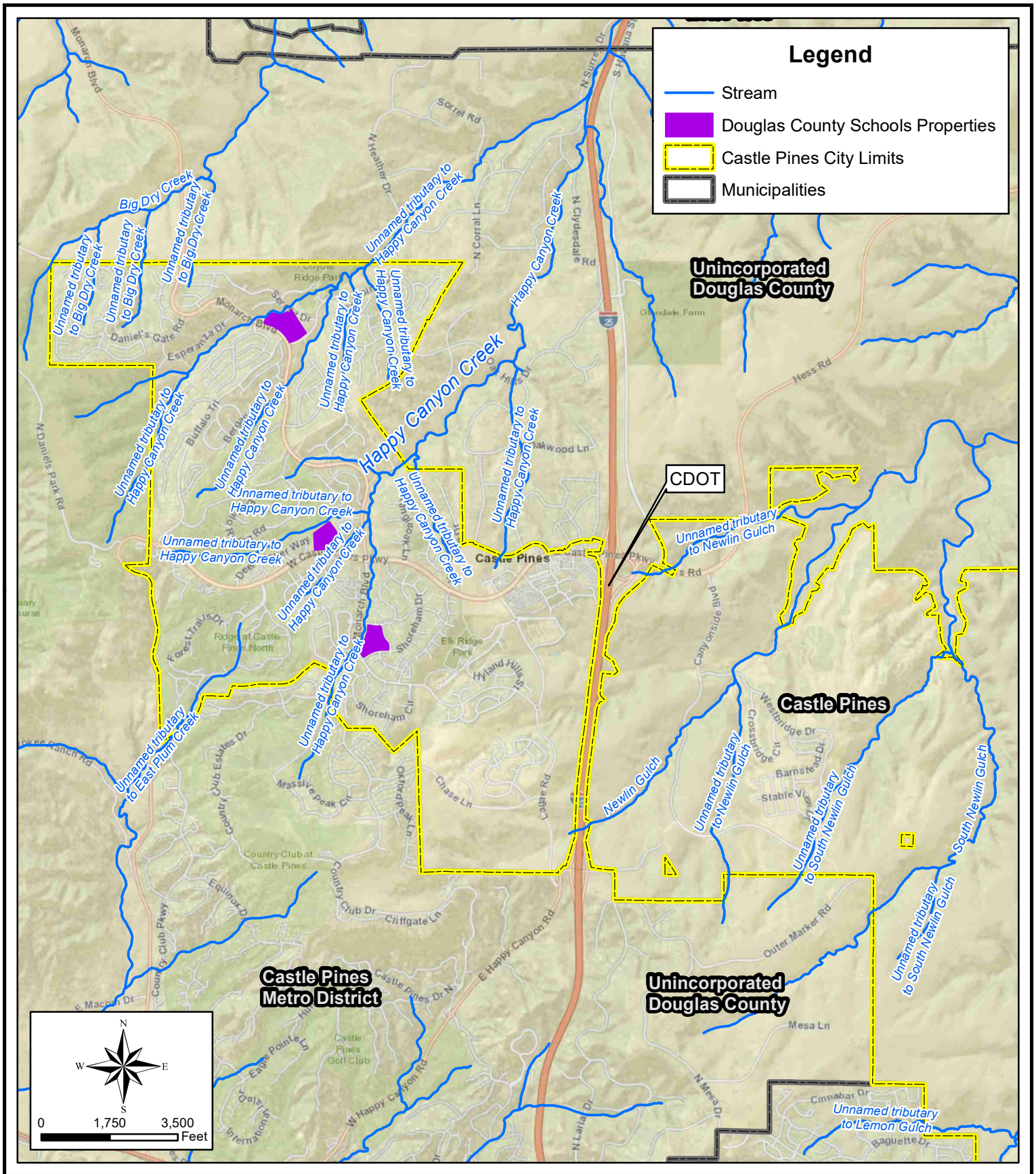
By:  \_\_\_\_\_

Larry Nimmo, Public Works Director

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**EXHIBIT A**



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 <p><b>WRIGHT WATER ENGINEERS, INC.</b> 2490 W 26TH AVE 100A DENVER, CO. 80211 (303) 480-1700</p>	<p>CITY OF CASTLE PINES, COLORADO</p> <p><b>IGA EXHIBIT A</b></p>	<p>PROJECT NO. 171-046.010</p>	<p><b>FIGURE</b> 1</p>
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