

**INTERGOVERNMENTAL AGREEMENT**  
**ROADWAY CONSTRUCTION FUNDING**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between CITY OF LITTLETON, a home rule municipality of the State of Colorado ("Littleton"), and the CITY OF CENTENNIAL, a home rule municipality of the State of Colorado ("Centennial"). Littleton and Centennial are individually referred to herein as "Party" and collectively the "Parties".

**RECITALS**

WHEREAS, the Parties are authorized by § 29-1-203, C.R.S. as amended, to enter into contracts or agreements for the sharing of costs for any function, service, or facility authorized to each of the cooperating or contracting parties; and

WHEREAS, § 29-1-201, C.R.S. as amended, clearly articulates and affirmatively expresses a State policy authorizing political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective powers; and

WHEREAS, Centennial is performing pavement and concrete rehabilitation that generally consists of the removal and installation of curb and gutter, curb ramps, truncated domes, pavement markings as well as asphalt patching, edge and full-width milling, striping, overlays of varying depths (the "Project"); and

WHEREAS, the Project location includes that portion of East Orchard Road from South Pearl Street to Broadway (the "Project Road"); and

WHEREAS portions of the Project Road lie within the jurisdiction of each Party; and

WHEREAS, Littleton agrees to pay a share of the materials and labor costs incurred by Centennial for that portion of the Project Road located within the boundaries of Littleton; and

WHEREAS, Centennial intends to complete the Project this fall and has determined that Littleton's share of the materials and labor costs is \$118,196.05 as further described in Exhibit A ("Littleton Share"); and

WHEREAS, the Parties desire to enter into this Agreement to provide for Centennial to complete the work on the Project Road and for Littleton to remit to Centennial the Littleton Share.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, which the Parties agree is sufficient, it is hereby agreed that:

1. Purpose. The purpose of this Agreement is to permit Centennial to complete the Project and Littleton to remit the Littleton Share to Centennial following completion thereof.

2. Timing of the Project. The Parties anticipate that the work will begin in upon approval of this Agreement by the Parties' elected bodies and take approximately one (1) month to complete.

3. Project Representatives.

(a) Littleton Representative. Littleton hereby designates Brent Thompson ([bthompson@littletongov.org](mailto:bthompson@littletongov.org)) (303)795-3798) as the Littleton Representative to coordinate all communication with Centennial related to the Project and issues arising under this Agreement.

(b) Centennial Representative. Centennial hereby designates Michael Terry ([mterry@centennialco.gov](mailto:mterry@centennialco.gov)) (303)325-8032) as the Centennial Representative to coordinate all communication with Littleton related to the Project and issues arising under this Agreement.

4. Littleton Payments. Littleton shall remit the Littleton Share to Centennial within thirty (30) days after it receives an invoice from Centennial for the work on the Project Road. Centennial shall not submit the invoice until work on the Project Road is complete.

5. Contract Administration.

As the contract administrator for the Project, Centennial shall:

- Establish and maintain a method of prompt and efficient communication concerning the Project with the Littleton Representative.
- Provide all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial, accounting) to manage the performance of the contractors.

6. Term. This Agreement shall be effective as of October 1, 2019 and shall terminate upon the completion of work on the Project Road.

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.

Littleton:	City of Littleton
	2255 W. Berry Avenue
	Littleton, Colorado 80120

Attn: City Manager

With a copy to: Littleton City Attorney  
2255 W. Berry Avenue  
Littleton, Colorado 80120  
Attn: City Attorney

Centennial: City of Centennial  
13133 E. Arapahoe Road  
Centennial, Colorado 80112  
Attention: City Manager

With a copy to: Centennial City Attorney  
Widner Juran LLP  
13133 E. Arapahoe Road, Suite 100  
Centennial, Colorado 80112

8. Miscellaneous Provisions.

(a) This Agreement contains all the terms agreed upon by the Parties related to the Project. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

(b) The Parties agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

(c) Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the Parties and is not intended to, and shall not be deemed to confer rights upon any persons or entities not named as parties, nor to limit in any way the powers and responsibilities of the Parties. Nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity under or pursuant to 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.

(d) This Agreement 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.

(e) The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

(f) No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly

provided herein, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.

(g) No elected official, officer, agent or employee of Littleton or Centennial shall be charged personally or held contractually liable under any term or provision of this Agreement, or because of any breach thereof or because of its or their execution or approval of this Agreement.

(h) The Parties and their respective elected officials, officers, agents and employees are relying upon and do not waive or abrogate, or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights, immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 *et seq.*

(i) The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date set forth above.

**CITY OF LITTLETON**

ATTEST:

\_\_\_\_\_

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**CITY OF CENTENNIAL**

ATTEST:

By: City Clerk or Deputy City Clerk

By: Matt Sturgeon, City Manager pursuant  
to the authority provided by Resolution  
2019-R-

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney's Office

**EXHIBIT A**