

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
LITTLETON AND SOUTH SUBURBAN PARK AND RECREATION DISTRICT
REGARDING CONSTRUCTION AND MAINTENANCE OF STORM SEWER
ON THE MISSION VIEJO PICKLEBALL FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this 5th day of May, 2026, by and between **CITY OF LITTLETON**, a home rule municipality of the State of Colorado ("Littleton"), and **SOUTH SUBURBAN PARK AND RECREATION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado ("SSPRD"). **LITTLETON** and **SSPRD** are individually referred to herein as "Party" and collectively as 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, § 29-1-203, C.R.S. as amended, clearly articulates and affirmatively expresses a state policy that authorizes political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective resources; and

WHEREAS, SSPRD is constructing the Mission Viejo Pickleball Facility at the southwest corner of County Line Road and Broadway as described in **Exhibit A** (the "Project"); and

WHEREAS, SSPRD is the lead agency on the Project and will be responsible for its completion including acquiring improvements through its procurement process; and

WHEREAS, Littleton owns and operates storm sewer infrastructure along the south side of County Line Road which outlets to a swale on SSPRD property; and

WHEREAS, as part of the Project, the storm sewer will be realigned through the SSPRD property and outlet at a new location; and

WHEREAS, the newly aligned storm sewer will be owned and maintained by Littleton;

WHEREAS, SSPRD will grant an easement to Littleton over the new storm sewer alignment through separate instrument; and

WHEREAS, a portion of the existing storm sewer has deteriorated, is in need of replacement, and will be replaced by SSPRD as part of the Project; and

WHEREAS, Littleton has agreed to provide \$90,287 towards the storm sewer replacement; and

WHEREAS, the Parties desire to enter into this Agreement to provide for SSPRD to complete the work on the Project and to identify construction and maintenance responsibilities of the Parties.

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 IGA is to identify each Parties' obligations to participate in the Project including how Project elements will be constructed and maintained.

2. Term. This IGA shall be effective on the date of execution by both Parties, ("Effective Date") and construction responsibilities shall terminate upon completion of the project and maintenance responsibilities shall run in perpetuity or terminate on a date prior as agreed to by the Parties, or in the event SSPRD is no longer owns its property within the Project, this Agreement shall terminate.

3. Project Representatives.

(a) **SSPRD Representative.** SSPRD hereby designates Joe Odrzywolski (JOdrzywolski@ssprd.org) 303-483-7020 as SSPRD Representative to coordinate all communication with Littleton related to the Project and issues arising under this IGA.

(b) **Littleton Representative.** Littleton hereby designates Sarah White (swhite@littletonco.gov) 303-795-3826 as the Littleton Representative to coordinate all communication with SSPRD related to the Project and issues arising under this IGA.

4. SSPRD Obligations. SSPRD will be responsible for the following in participating in the Project:

(a) It is mutually agreed between the parties that SSPRD shall be responsible for management of the Project through direction to the Project Contractor, JHL Constructors ("Contractor"). It is further agreed that the Littleton Representative will work through the SSPRD Representative to provide direction or comments related to the Project to the Contractor.

(b) Establishing and managing all funding for the Project.

(c) Establishing and maintaining a method of prompt and efficient communication concerning the Project with the Littleton Representative.

(d) The SSPRD Project Manager shall coordinate with Littleton regarding the construction schedule associated with the Project and will provide updates to Littleton concerning updates to such construction schedule. The Littleton Representative will be invited to all preconstruction meetings and coordination meetings with the Contractor.

(e) Providing all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial) to manage the performance of the Contractor.

5. **Littleton Obligations.** Littleton will be responsible for the following in participating in the Project:

(a) Designating an individual responsible for representing Littleton who shall coordinate with the SSPRD Project Manager to ensure Littleton is provided adequate notification regarding the Project schedule.

(b) Littleton may have an inspector present during work performed on the storm sewer portion of the Project by the Contractor, and the Littleton Representative shall communicate directly through the SSPRD Project Manager to address any concerns and workmanship issues that may arise during construction of the storm sewer portion of the Project, and to address any punch list corrections.

(c) Accepting ownership and maintenance responsibility for the public storm sewer improvements completed by SSPRD:

6. **Notice.** Except as otherwise provided herein, any notice required or permitted by this IGA shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, or by other courier agreed to by both Parties, 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.

City of Littleton: City Manager
City of Littleton
2255 W. Berry Ave
Littleton, CO 80120

With a copy to: Littleton City Attorney
City of Littleton
2255 W. Berry Ave
Littleton, CO 80120

SSPRD: Executive Director
South Suburban Park & Recreation District
4810 E. County Line Road
Littleton, CO 80126

7. **Payments.**

(a) The public storm sewer portion of the Project owed by Littleton shall be in the total amount of \$90,287.00 and is defined as the “Littleton Share.” The Littleton Share shall be paid to SSPRD upon completion and acceptance of the

public storm sewer construction as determined by the Littleton Representative. SSPRD will prepare and submit an electronic invoice requesting the Littleton Share, to be paid within 60 days from the date of acceptance of the public storm sewer.

(b) SSPRD expressly agrees the Littleton Share shall only be used for the limited purpose of funding actual Project costs. SSPRD shall maintain or cause to be maintained full and complete records of actual Project costs incurred and funds committed and expended by SSPRD for actual Project costs in accordance with generally accepted accounting principles.

(c) Cost Overruns and Underruns.

(i) If SSPRD becomes aware that Project costs may exceed the Littleton Share, SSPRD will notify Littleton and receive authorization before any additional costs are incurred on the public storm sewer portion of the Project.

(ii) In the event the actual public storm sewer costs are less than the Littleton Share upon final completion of the Project, Littleton shall be entitled to a refund of its proportionate share of the difference between the total actual Project costs and the Littleton Share ("Project Savings"). Within 60 days of final completion of the Project, SSPRD shall transfer to Littleton its respective share of the Project Savings, as applicable.

8. Article X, Section 20/TABOR: The Parties understand and acknowledge that Littleton and SSPRD are subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Neither Party intends to violate the terms and requirements of TABOR by the execution of this IGA. It is understood and agreed that this IGA does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this IGA to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds for such Party beyond the term of the Party's current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the individual paying party and other applicable law. Upon the failure to appropriate such funds, this IGA shall be terminated.

9. Agreement as Complete Integration

(a) This IGA constitutes the entire agreement of the Parties hereto. The Parties agree that there have been no representations made other than those contained herein, that this IGA constitutes their entire agreement, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration for one another.

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

(c) No waiver of any of the provisions of this IGA shall be deemed to constitute a waiver of any other of the provisions of this IGA, 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.

10. Counterparts of this Agreement. This IGA 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.

11. Assignment and Subcontracting. Neither party to this IGA shall assign or transfer any of its rights, duties or obligations hereunder without prior written consent of the other Party which consent may be withheld for any or no reason.

12. Liability.

(a) Each party shall be responsible for its own negligence hereunder to the extent provided by law. Neither party shall be deemed to be an agent for the other party.

(b) The provisions of this IGA shall bind and inure to the benefit of the Parties and to their respective permitted assigns.

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

13. Status of Parties

(a) The Parties enter into this IGA as separate, independent governmental entities and shall maintain as such throughout.

(b) The Parties agree and acknowledge that this IGA 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) Each and every covenant, promise, or term contained in this IGA shall not merge in any other document executed by either or both Parties to effect or implement the provisions of this IGA but shall survive such instrument.

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

14. No Third Party Beneficiaries. Except as otherwise stated herein, this IGA 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 IGA shall give or allow any such claim or right of action by any other or third person or entity under or pursuant to this IGA. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this IGA, receiving services or benefits under this IGA shall be deemed to be incidental beneficiaries only.

15. Severability. It is understood and agreed to by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

16. Governmental Immunity. 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 IGA 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.*, as the same may be amended from time to time.

17. Governing Law. The laws of the State of Colorado shall govern this Agreement. Venue for any action 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.

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

CITY OF LITTLETON

ATTEST:

By: City Clerk

By: Mayor

APPROVED AS TO FORM:

By: City Attorney

**SOUTH SUBURBAN PARK AND
RECREATION DISTRICT**

By: _____
Andy Bass

Its: Executive Director

EXHIBIT A
PROJECT AREA

