

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF ENGLEWOOD,
COLORADO AND LITTLETON, COLORADO FOR THE PROVISION OF A SHARED
GREEN BUSINESS PROGRAM**

This Intergovernmental Agreement (“Agreement”) is made and entered into this ____ day of _____, 2024, (the “Effective Date”) by and between the City of Littleton, a Colorado home rule municipality of the State of Colorado (“Littleton”), and the City of Englewood, a home rule municipality of the State of Colorado (“Englewood”) and collectively referred to as the (“the Cities”).

RECITALS

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, Sections 28-1-203 and 29-1-203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Cities have a partnership in shared programs through intergovernmental agreements, such as the shared Tri-Cities Homelessness Policy Committee; and

WHEREAS, the City of Englewood, developed a sustainability program, which included: the development of a Sustainability Plan; hiring a Sustainability Coordinator; and launched several sustainability-related programs including a Green Business Program; and

WHEREAS, the City of Englewood has a history of intergovernmental cooperation regarding the sustainability program, entering into an agreement with the City of Sheridan in 2023; and

WHEREAS, the City of Littleton established the Environmental Stewardship Committee as an advisory committee to provide input to the Littleton City Council and staff on natural environment stewardship priorities for the community; and

WHEREAS, the City of Littleton has expressed an interest in partnering with the City of Englewood on sustainability-related initiatives.

AGREEMENT

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

The recitals set forth above are incorporated into this Agreement and shall be deemed to be terms and provisions of this Agreement, to the same extent as if fully set forth in this section.

Article I: Duties of the City of Littleton

1. Payment -

- a. Littleton agrees to pay Englewood a fixed sum for each year of this Agreement, based on the following Schedule of Payments:

SCHEDULE OF PAYMENTS

Year	First Payment	Second Payment
2024	\$17,128 by September 30, 2024	
2025	\$25,693 by January 31, 2025	\$25,693 by July 31, 2025
2026	\$25,693 by January 31, 2026	\$25,693 by July 31, 2026

- b. Beginning in 2025 the amount paid to Englewood may be increased. Any increase in payment shall not exceed 5%, and shall require the written approval of both Cities.
- 2. Set Off - In addition to any other rights Littleton has under this Agreement to indemnification or recoupment, Englewood agrees that Littleton is entitled to set off any amounts it may owe Englewood under this Agreement against such claims for indemnity or recoupment.
- 3. Location and Times - Littleton will determine the location and times of the work of the Englewood Green Business Coordinator, The Cities agree that the location and times of Littleton shall not negatively impact the ability of the Green Business Coordinator to perform adequate services for Englewood.
- 4. Direction - Littleton shall identify an employee to provide direction and oversight to the Green Business Coordinator, while performing duties for Littleton. The Englewood Sustainability Program Coordinator shall serve as the supervisor for the Green Business Coordinator, but Littleton shall provide direction specific to projects and initiatives performed for Littleton as identified in Article II, Section 2 of this Agreement.
- 5. Communication - Littleton, represented by the Deputy City Manager, will communicate with Englewood, represented by the Sustainability Program Manager, on a monthly basis to discuss any questions or concerns about the services being provided under this Agreement, as well as being available on an as needed basis for any issues that may arise under this Agreement.

Article II: Duties of the City of Englewood

1. Green Business Coordinator -
 - a. Englewood agrees to employ, per Englewood policies and procedures a Green Business Coordinator.
 - b. The Green Business Coordinator shall be provided with employment benefits through Englewood.
 - c. Under this Agreement, Englewood agrees that 50% of the Coordinator's time, or approximately 20 hours per week, will be dedicated to developing and implementing a green business program exclusively for Littleton. The Green Business Coordinator will at all times remain an employee of Englewood, under direct supervision of the Englewood Sustainability Coordinator.

2. Green Business Program Management- The Green Business Coordinator will provide support and leadership to Littleton in establishing and maintaining a green business program for Littleton, based on the State of Colorado's Green Business Program, best practices in the industry, and established goals of Littleton. The Green Business Coordinator will at all times perform duties for Littleton designed to implement and manage a green business program which may include but are not specifically limited to:
 - Coordinating the implementation, management, tracking, and coordination of green business-related goals established by Littleton;
 - Seeking technical assistance and grants from outside entities, such as the State of Colorado, to further enhance the ability of Littleton to develop and implement a green business program;
 - Keeping up-to-date on green business best practices, program offerings from the State of Colorado, and other governmental and non-governmental entities;
 - Presenting, as requested by Littleton, to groups, boards, commissions, committees, chambers of commerce, downtown development authorities, Littleton City Council, groups of business leaders, and representatives on topics related to the green business program;
 - As requested by Littleton, develop and track data towards performance metrics designed to measure the efficiency and effectiveness of the green business program, as well as long-term green business outcomes;
 - Through the State of Colorado Green Business Network, establish and support existing mechanisms to recognize and award organizations for exemplary practices that lead to resource reduction;
 - Serve as the point person for businesses located in Littleton who seek to support organizations in Littleton to increase the sustainability of their operation through assessing opportunities for growth, recognizing success, and providing connections to like-minded businesses;
 - Assisting businesses located in Littleton with receiving technical assistance provided by the State of Colorado Green Business Network; and

- Partnering with the Littleton Economic Development Department, and other Littleton departments, to ensure green business program efforts align with other efforts to engage with local businesses located in Littleton.

Article III: Terms of Agreement

1. Timeline - Englewood shall begin providing green business program services to Littleton upon direction to proceed from the Englewood Sustainability Program Manager and the Littleton Deputy City Manager.
2. Term -
 - a. The initial term of this Agreement is from the Effective Date until December 31, 2024. Unless otherwise terminated as provided herein the Agreement shall automatically renew for two (2) successive additional one (1) year terms ending December 31, 2026.
 - b. This Agreement may be extended upon mutual agreement of the Parties in writing.
3. No Multi-Year Fiscal Obligation- All financial obligations of the Cities under this Agreement are subject to the annual appropriations of funds by their own governing body.
4. Termination- This Agreement may be terminated by either Party at any time, with or without cause upon a Party providing no less than thirty (30) days of written notice to the other Party. Should Littleton terminate the Agreement, it shall compensate Englewood for all services provided until the day of termination. The City Councils of the Cities shall have the authority to immediately terminate this Agreement upon finding that the public interest requires such termination.

Article IV: Notice

Any notice, demand, or request required by or relating to this Agreement shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the addresses set forth herein.

CITY OF ENGLEWOOD:

City of Englewood

1000 Englewood Parkway

Englewood, CO 80110

Attn: Tim Dodd

Phone: (303)-762-2317

Email: tdodd@englewoodco.gov

CITY OF LITTLETON:

City of Littleton

2255 West Berry Avenue

Littleton, CO

Attn: Mike Gent

Phone: (303)-795-3720

Email: mgent@littletongov.org

Article V: Miscellaneous Provisions

1. **Governmental Immunity** - This Agreement is not intended and shall not be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the Cities, their employees and volunteers, under federal or state constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-10 I, C.R.S., et seq., as may be amended.
2. **No Third-Party Beneficiaries** - Nothing in this Agreement shall be deemed to create any third-party beneficiary or beneficiaries or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.
3. **Amendments** - No change, amendment, or waiver of any of the terms or provisions of this Agreement shall be valid or binding unless the same has been approved in writing by both Cities.
4. **No Assignment**. This Agreement may not be assigned by either Party.
5. **Severability**. In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstances by any court having competent jurisdiction, the remainder of this Agreement, and the application in effect of its terms, covenants, or conditions to such persons, corporations, or circumstances shall not be affected thereby.
6. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue will be proper in Arapahoe County, Colorado.
7. **Complete Agreement**. This Agreement embodies the entire agreement of the Cities. There are no promises, terms, conditions, or obligations other than those contained herein; and this writing supersedes all previous communications, representations, or agreements, either verbal or written between the parties.
8. **Execution by Counterparts**. This Agreement may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement.

IN WITNESS THEREOF, the Cities have executed this Intergovernmental Agreement for the purposes of a shared green business program as of the day and year written above.

CITY OF ENGLEWOOD

CITY OF LITTLETON

By: _____
Mayor Othoniel Sierra

ATTEST:

By: _____
City Clerk Stephanie Carlile

By: _____
Mayor Kyle Schlachter

ATTEST:

By: _____
City Clerk Colleen Norton

APPROVED AS TO FORM:

Reid Betzing, City Attorney