

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
LITTLETON AND THE CITY OF ENGLEWOOD REGARDING A FINANCIAL
CONTRIBUTION FOR CONSTRUCTING THE
2026 WINDERMERE BRIDGE JOINT REHABILITATION**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this 17th day of February, 2026, by and between **CITY OF LITTLETON**, a home rule municipality of the State of Colorado ("Littleton"), and **CITY OF ENGLEWOOD**, a home rule municipality of the State of Colorado ("Englewood"). **LITTLETON** and **ENGLEWOOD** are individually referred to herein as "Party" and collectively as the "Parties".

RECITALS

WHEREAS, pursuant to C.R.S. § 29-1-203, municipalities are authorized to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Windermere Street Bridge over Big Dry Creek is jointly maintained by the Cities of Englewood and Littleton, with each responsible for its proportionate share of maintenance and repair costs; and

WHEREAS, inspections have identified the need to repair two (2) construction joints at either end of the bridge to maintain structural integrity and safe travel; and

WHEREAS, Englewood has agreed to serve as the project lead, including contracting, administration, and payment of the contractor, with Littleton reimbursing Englewood for its proportional share of costs as outlined herein; and

WHEREAS, both Parties desire to enter into this Agreement to formalize their respective obligations and cost-sharing responsibilities for the project.

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. Project Description and Scope of Work

The Project consists of the repair and replacement of two (2) construction joints at either end of the Windermere Bridge over Big Dry Creek.

The work will include:

- Removal of existing bridge joints (approximately 122 linear feet);
- Installation of new asphaltic plug joints (approximately 122 linear feet); and
- Associated mobilization and traffic control.

Traffic control will include the installation of temporary signals to maintain one open lane of travel in each direction during construction. The Project will be completed in accordance with mutually approved plans and specifications.

2. Project Cost and Cost Share

The estimated total cost of Littleton’s share of the work is as follows:

DESCRIPTION	QUANTITIY	UNIT	UNIT PRICE	TOTAL
REMOVAL OF EXISTING JOINTS	122	LF	\$ 151.00	\$ 18,422.00
ASPHALTIC PLUG JOINT	122	LF	\$ 425.00	\$ 51,850.00
MOBILIZATION	1	LS	\$ 17,500.00	\$ 17,500.00
TRAFFIC CONTROL	1	LS	\$ 33,500.00	\$ 33,500.00
TOTAL PROJECT ESTIMATE:				\$ 121,272.00
LITTLETON SHARE:				\$ 60,636.00

Englewood will perform an identical share of work, and will enter into a single contract with the selected contractor for the full project.

Littleton shall reimburse Englewood for its share of actual costs incurred, based on final contractor invoicing, not to exceed \$60,636, unless otherwise approved in writing by both Parties.

3. Project Administration

- A. **Lead Agency:** Englewood shall act as the project lead and will manage design, bidding, contracting, and construction oversight in accordance with its standard procurement and project management procedures.
- B. **Coordination:** Englewood shall provide Littleton with regular updates and an opportunity to review project documentation, including contractor bids and proposed change orders.
- C. **Contractor Payment:** Englewood will pay the contractor directly for all approved work. Upon receipt of Englewood’s final invoice and supporting documentation, Littleton shall reimburse Englewood within thirty (30) days.

4. Project Representatives.

- A. Littleton Representative. Littleton hereby designates Matthew Matuszewski (mmatuszewski@littletongov.org) 303-795-3871 as the Littleton Representative to coordinate all communication with Englewood related to the Projects and issues arising under this IGA.
- B. Englewood Representative. Englewood hereby designates Kyle Branham (Kbranham@englewoodco.gov) 303-902-8386 as Englewood Representative to coordinate all communication with Littleton related to the Projects and issues arising under this IGA.

5. Term and Effective Date

This Agreement shall become effective upon signature by both Parties and shall remain in effect until completion of the Project and final reimbursement, unless otherwise extended or terminated by written mutual agreement.

6. Ownership and Maintenance

Following completion, each Party shall retain ownership and maintenance responsibilities for its respective portion of the bridge. Nothing in this Agreement shall be construed to alter existing ownership or maintenance allocations.

7. Insurance and Liability

- A. Each Party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, and agents. The Parties agree that liability for claims arising out of the performance of this Agreement shall be apportioned consistent with the Colorado Governmental Immunity Act (C.R.S. § 24-10-101 et seq.).
- B. Each Party shall maintain appropriate insurance or self-insurance coverage for its obligations under this Agreement.
- C. No elected official, officer, agent or employee of Littleton or Englewood 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.

8. Funding Appropriation

The Parties understand and acknowledge that Littleton and Englewood 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. Termination

Either Party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that all incurred and approved costs up to the date of termination are reimbursed proportionately.

10. Entire Agreement

- 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 Projects. 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.

11. Amendments

This Agreement may only be amended by a written instrument executed by both Parties.

12. Notices

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

City of Englewood: City Manager
 City of Englewood
 1000 Englewood Parkway
 Englewood, CO 80110

With a copy to: Englewood City Attorney
 City of Englewood
 1000 Englewood Parkway
 Englewood, CO 80110

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. Records and Data Sharing

Englewood shall provide Littleton with access to project records, including material submittals, inspection logs, payment documentation, and final acceptance materials related to the Projects within the boundaries of Littleton. All such records shall be provided in electronic format upon request and retained in accordance with each Party's applicable records retention policies. The Parties acknowledge that such records may be subject to the Colorado Open Records Act.

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

[signature page to follow]

CITY OF LITTLETON

ATTEST:

By: City Clerk

By: City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ENGLEWOOD

ATTEST:

By: City Clerk

By: City Manager

APPROVED AS TO FORM:

By: _____
City Attorney