

**INTERGOVERNMENTAL AGREEMENT  
FOR DOWNTOWN DEVELOPMENT AUTHORITY  
SUPPORT AND SERVICES**

THIS AGREEMENT is made and entered into by and between the City of Littleton, Colorado, a municipal corporation (the “City”), and the Littleton Downtown Development Authority (“LDDA”), effective this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (each a “Party” and collectively, the “Parties”).

**RECITALS**

The City of Littleton adopted 2040 Envision Littleton, the City’s Comprehensive Plan, to pursue collaboration for both programmatic and funding support from the public, private, and nonprofit sectors. The formation of a Downtown Development Authority was considered as part of that Comprehensive Plan. The City of Littleton subsequently formed a Downtown Development Authority as a body corporate pursuant to Colorado Revised Statutes Section 31-25-801, et seq., in August 2022, the formation and funding of which was ratified in part by qualified electors at the November 2022 election.

The LDDA was formed by Ordinance No. 29, Series 2022, and approved by voters for the purpose of promoting the cohesive improvement and redevelopment of the downtown and surrounding area within the LDDA boundaries in the City of Littleton. As consideration for the work to be performed by the LDDA, the City agrees to provide financial and other assistance and services as set forth herein.

**Article I**

**DUTIES OF THE LDDA**

1 LDDA Services. The LDDA agrees to provide the following development and support services and programs in furtherance of the LDDA’s purpose and on behalf of the City:

- a. To prepare or have prepared the Downtown Littleton Plan of Development, as contemplated by C.R.S. § 31-25-807, and providing a long-term vision for the area within LDDA’s boundaries for economic development, marketing, public space/placemaking, mobility, accessibility and land use/design goals and strategies, and to amend the Plan of Development as necessary or appropriate in the discretion of the LDDA Board and in cooperation with the City.
- b. To encourage and stimulate economic development in each of LDDA’s four identified sub-areas – Downtown Core and Gateway, South Gateway, North Gateway and Riverside - by providing information and enhanced services to existing and prospective residents, businesses, property owners and developers.
- c. To establish policies and programs in accordance with LDDA’s goals and strategies in five main topic areas: (1) Beautiful and Welcoming Gateways and Open Space; (2) Well-Connected Streets, Trails and Pedestrian Routes; (3) Improved Parking Experience; (4) Clean and Safe Downtown and Surrounding Areas; and (5) Vibrant and Business-Friendly.

- d. To implement both short- and long-term strategies to guide the LDDA moving forward in accordance with the topics above such that residents, property owners and businesses realize both short- and long-term benefits of the LDDA's strategic mission.
- e. To promote special events, with implementation assistance from the City, including without limitation, partnering with and leveraging local business promotions and their individual events as an opportunity to attract patrons to the LDDA area and supporting municipal events within the LDDA boundaries.
- f. To prepare digital and print marketing materials to assist in achieving economic development and marketing for the LDDA area. The logo of the City may be included in marketing efforts coordinated with the City.
- g. To conduct, prepare, or have prepared planning and technical surveys/studies/plans as may be necessary for data and informational needs to assist with projects and events and their implementation.
- h. As necessary, to coordinate work and consult with the designated representatives of the City in preparation of economic development, marketing, public space/placemaking, mobility and accessibility and land use/design activities. Certain Sternbergs have been made available to the LDDA for exclusive use and the LDDA shall be responsible for maintenance and upkeep of the brackets and banners.
- i. To serve on project teams or as a stakeholder for projects within the City affecting the LDDA and its constituents, to have a representative serve on City or non-profit entity committees, as available, and to participate in the City's development code update.
- j. To propose projects and prepare documents and presentations, as necessary, for City evaluation and consideration.
- k. To serve as a liaison to the Police Department on crime and safety matters affecting the areas within the LDDA boundaries.
- l. To evaluate maintenance within the LDDA boundaries, including but not limited to Mainstreet and the gateway areas, to support the local storefront economy throughout the LDDA, and enhance a sense of safety and cleanliness for businesses, residents, employees and visitors.
- m. To prepare information for additional appropriations and capital improvement projects during the current fiscal year on the same schedule as City departments and to be available to present information during council meetings if necessary.
- n. To ensure consistent and appropriate management of independent contractors and employees.
- o. To use reasonable procurement practices for all procurement contracts and purchasing transactions. LDDA contracts will be approved by the LDDA Board.

p. To retain consultants and advisors to provide guidance on legal, financial and other matters as determined necessary by the LDDA Board.

q. To do all things necessary, proper, advisable or convenient for the accomplishment of the above purposes and to do all other things incidental thereto or connected therewith.

2 LDDA-Area Projects. The Parties agree to explore funding and partnerships related to projects aligned with the Comprehensive Plan and the LDDA's Plan of Development, including streetscape, mobility, accessibility and pedestrian safety improvements, including development and small business grants. When appropriate for City-led projects, the LDDA will appoint a representative to such project teams and otherwise cooperate and provide input on behalf of the LDDA.

## Article II

### DUTIES OF THE CITY

1 Support Services. In conjunction with the services to be performed by the LDDA as set forth above, the City agrees to provide the LDDA with the following support services:

a. The City's Human Resources Department shall provide services and resources to the LDDA that reflect those provided to City independent contractors.

b. The City shall provide the LDDA with copies of all policies and procedures applicable to independent contractors.

c. The City shall provide to the LDDA access to the City's economic development department to allow coordination of economic assistance efforts.

d. The City shall provide the LDDA access to the services of the Building Inspection staff as a resource for advice and assistance on electrical and building design and compliance issues.

e. The City shall timely communicate and endeavor to coordinate with the LDDA on projects affecting the LDDA's boundary areas, including but not limited to the Downtown Mobility Streetscape Improvements Plan n/k/a Project Downtown, 2040 Envision Littleton, and the Comprehensive Plan, with the City soliciting committee participation or input from the LDDA on a cooperative and continuous basis.

f. Subject to all professional and legal duties the City Attorney and his or her staff owe to the City and its officers and employees, including loyalty, conflict of interest, and confidentiality, the City will cooperate with and provide input on LDDA matters requiring City input or approval. This service shall not create the relation of attorney and client between the City Attorney or his staff and the LDDA. The LDDA acknowledges that it has authority under C.R.S. § 31-25-807(g), to retain and fix the compensation of legal counsel and that the City Attorney is not such legal counsel.

g. The City shall provide the LDDA services of the Community Development Department and other City staff as needed for implementation of LDDA matters related to the Littleton Comprehensive Plan, including, specifically, assistance with permitting for events and other permitting as may be required by the City.

h. Safety in the LDDA area: The City shall maintain its present level of municipal services within the LDDA boundaries and further work with the LDDA to collaborate on additional services, solutions, staffing and best practices to keep and enhance the LDDA area as a clean and safe environment for all.

i. To the extent the LDDA requests maintenance services within the LDDA's boundaries from the City, above and beyond the base level of services already provided, the additional maintenance services provided at the request of the LDDA may be invoiced by the City to the LDDA an agreed rate.

j. The City Finance Department will submit quarterly reports to the LDDA identifying sales tax increment revenues received by the City for the benefit of the LDDA, and will transfer the revenues to an account designated by the LDDA on an annual basis.

k. The City Council will, as part of its annual budgeting process, certify a mill levy on behalf of the LDDA consistent with the budget adopted by the LDDA and approved by the City Council. The Parties agree that the deadline for the LDDA to submit a draft budget to the City shall be extended from July 31<sup>st</sup> to September 13<sup>th</sup> in calendar year 2024, in order for the LDDA to have the benefit of a preliminary assessed valuation report in formulating its budget.

2 Request for Services. Requests for services may be made by the LDDA Director, an LDDA Board designee, or the Chair of the LDDA Board.

### **Article III**

#### **SALES TAX TIF; BASE YEAR**

1 Pursuant to C.R.S. § 31-25-807(3)(a) and any adopted plan of development contemplated by C.R.S. § 31-25-807, the LDDA can accrue and spend sales tax funds collected within the LDDA boundaries in excess of the sales tax collected within the LDDA boundaries in the base year. The Parties agree that the base year shall be 2022.

### **Article IV**

#### **CITY CONTRIBUTION**

1 The City has authorized the transfer of One Hundred Ninety-Three Thousand Five Hundred Seventeen Dollars (\$193,517) to the LDDA to assist the LDDA in becoming established and initiating its Plan of Development and priorities in 2024 as described in this Agreement (the "City Contribution").

2 At the option of the Parties, they may negotiate by separate agreement a mechanism by which additional City contribution(s) shall be considered grants or loans to the LDDA, and when monies are made available in the form a loan, the monies be repayable from sales tax TIF the LDDA collects or from other sources. Any such agreement would be subject to City Council and LDDA Board approval.

#### **Article V**

#### **INSURANCE REQUIREMENTS**

1 The LDDA shall procure and maintain in full force and effect such insurance that will insure its obligations and liabilities under this Agreement. Coverage will initially be limited to general liability insurance for the LDDA Board through an insurance company licensed in the State of Colorado. When and if necessary, the LDDA shall procure and maintain workers' compensation; property insurance necessary to protect real and physical assets owned by the LDDA including without limitation real property, business equipment, streetscape improvements, automobile liability (including, as appropriate, owned, non-owned and hired autos); and general liability.

#### **Article VI**

#### **TERM OF AGREEMENT**

1 Notwithstanding the date of execution, this Agreement shall be for a term beginning January 1, 2024, and ending December 31, 2024, unless extended or modified by mutual agreement between the Parties. This Agreement shall automatically renew for three (3) one-year periods commencing January 1, 2025, unless earlier modified or terminated as set forth herein. Subject to annual appropriations by the City, this Contract shall be automatically renewable for each subsequent calendar year period. Either Party may elect not to renew this Contract by giving the other Party written notice of that decision at least ninety (90) days prior to the expiration of the current contract term.

2 Either Party may otherwise at any time terminate this Agreement by giving the other Party thirty (30) days written notice. However, the City Council of the City or Board of Directors of the LDDA shall have the authority to sooner or immediately terminate this Agreement upon a finding that the public interest requires such termination.

3 If this Agreement is terminated by either Party or it expires, such termination or expiration shall not prevent implementing the terms, conditions, and covenants of any agreement for assistance entered into by an applicant and the LDDA prior to such termination or expiration, unless such agreement is contrary to law.

80

ARTICLE VII

MISCELLANEOUS PROVISIONS

1 The Parties and their officers, attorneys, employees and agents are relying on, and do not waive or intend 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, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers, attorneys, or employees.

2 Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of either Party not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

3 There are no intended third-party beneficiaries to this Agreement.

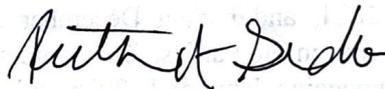
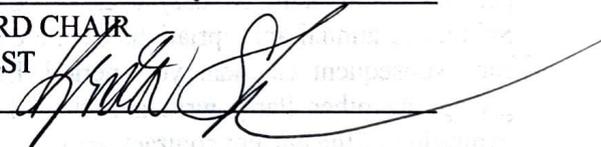
4 If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the day and year written above.

CITY OF LITTLETON

LITTLETON DOWNTOWN  
DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Kyle Schlachter, Mayor

By:  \_\_\_\_\_  
BOARD CHAIR  
ATTEST  \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Colleen Norton, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Reid B. Betzing, City Attorney