

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD
AND CITY OF LITTLETON FOR THE SOUTH METRO ENTERPRISE ZONE
SUBZONE**

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

RECITALS

WHEREAS, the Colorado legislature created the Enterprise Zone Program to encourage development in economically distressed areas of the State; and

WHEREAS, In 1990, Englewood was designated as the Enterprise Zone Administrator by the Department of Local Affairs of the State of Colorado and services the South Metro Enterprise Zone; and

WHEREAS, The Colorado Economic Development Commission (hereinafter referred to as “the Commission”) approved the South Metro Enterprise Zone as part of the 2015 Enterprise Zone redesignation; and

WHEREAS, Englewood administers the South Metro Enterprise Zone for the cities of Sheridan, Littleton, Englewood, and the Town of Parker; and

WHEREAS, Municipalities in the South Metro Enterprise Zone may become a subzone administrator to administer locally initiated projects within their respective jurisdiction; and

WHEREAS, Subzone administrators agree to adhere to the Enterprise Zone Policies set forth by the Commission; and

WHEREAS, This Agreement allows Littleton to function as a Subzone Administrator for the City of Littleton and to administer local enterprise zone projects and oversee contribution projects in its jurisdiction.

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 do hereby agree as follows:

1. PURPOSE:

- a. The purpose of this Agreement is for Littleton to become a Subzone Administrator within the South Metro Enterprise Zone for administration and management of local contribution projects within the Enterprise Subzone, defined as the City of Littleton, Colorado jurisdictional city limits, as it may be amended.

2. TERM AND TERMINATION:

- a. This Agreement shall commence on the Effective Date and shall continue in effect for a period of (5) five years or until terminated in accordance with this Agreement. This Agreement may be extended upon mutual agreement of the Parties in writing.
- b. This Agreement may be terminated by either Party at any time, with or without cause, upon a Party providing no less than 180 days of written notice to the other Party.
- c. The Parties acknowledge that during the term of this Agreement the Commission may redesignate the South Metro Enterprise Zone and that Englewood may cease to administrator the Zone. If redesignation occurs prior to termination of this Agreement, the Parties acknowledge that this Agreement and the Parties' duties under this Agreement shall terminate immediately upon any Commission action or redesignation of the South Metro Enterprise Zone.

3. CITY OF LITTLETON SUBZONE ADMINSTRATOR DUTIES:

- a. Littleton will identify a local point of contact and take on such roles as information dissemination, program promotion, and interfacing as the primary point of contact for businesses, non-profit organizations, and interested parties within the Enterprise Subzone.
- b. Littleton must maintain all documentation and records for the reporting requirements on the Enterprise Subzone's portion of the South Metro Enterprise Zone.
- c. Littleton shall adhere to the policies and guidelines set forth in the Enterprise Zone Administrator's Manual and Contribution Project Guide, attached hereto as Exhibit " A."
- d. Littleton shall provide financial reports on an annual basis detailing the use of funds and completed projects to Englewood. Englewood and the Commission reserve the right to request additional information as necessary.
- e. Littleton will be responsible for day-to-day operations of any subzone activities and administration.

- f. Littleton will be responsible for entering donor information and contribution amounts into the Commission's designated system, adhering to the minimum donation requirements for tax credits, and ensuring timely certification of contributions.
 - g. Littleton is subject to annual renewal and adherence to Commission guidelines for contribution projects and maintaining local compliance with annual reporting requirements as outlined in the Enterprise Zone Administrator's Manual. Littleton agrees to maintain compliance with all Commission and Englewood requirements as it pertains to the South Metro Enterprise Zone.
4. CITY OF ENGLEWOOD SOUTH METRO ENTERPRISE ZONE DUTIES:
- a. Englewood shall continue to administer the South Metro Enterprise Zone, except as specifically provided for in this Agreement.
 - b. Englewood shall continue to file mandatory compliance reports with the Commission, including reports received from the Littleton Enterprise Subzone.
 - c. Englewood and the Commission's Enterprise Zone Administrator will provide necessary training on the Commission's system to Littleton.
5. ADMINISTRATIVE FEE:
- a. Englewood does not charge an administrative fee to process donations for contribution projects. Administrative fees for enterprise zone administration are covered through the annual Enterprise Zone Marketing and Administration Grant offered through the Colorado Office of Economic Development and International Trade. This agreement does not provide or imply a revenue or grant sharing mechanism for the Littleton Enterprise Subzone.
 - b. Littleton Enterprise Subzone may charge an administrative fee for any contribution project within its jurisdiction, pursuant to the approval of a fee schedule by the Colorado Economic Development Commission.
6. MISCELLANEOUS:
- a. Non-Appropriation. All financial obligations of a Party under this Agreement are subject to the annual appropriations of funds by its own governing body.
 - b. Notices. Any notice, demand, or request required by or relating to this Agreement shall be given by personal delivery, e-mail, facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the address set forth herein.

Enterprise Zone Administrator

1000 Englewood Pkwy
Englewood, CO 80110
Attn: South Metro Zone Administrator
commdev@englewoodco.gov
303.762.2347

City of Littleton, CO
2255 West Berry Avenue
Littleton, CO 80120
Attn: Director of Community Development
cperry@littletongov.org

- c. 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.
- d. 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 Parties.
- e. No Assignment. This Agreement may not be assigned by either Party.
- f. 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.
- g. 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 Parties, 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.
- h. 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.
- i. Complete Agreement. This Agreement embodies the entire agreement of the parties. 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.

- j. 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 WHEREOF, the Parties have executed this Intergovernmental Agreement regarding the South Metro Enterprise Zone Subzone between the City of Englewood and the City of Littleton as of the day and year first above written.

CITY OF LITTLETON , COLORADO

By: _____ Date: _____
(Mayor)

ATTEST: _____ Date: _____
(City Clerk)

APPROVED AS TO FORM:

_____ Date: _____
(City Attorney)

CITY OF ENGLEWOOD, COLORADO

By: _____ Date: _____
(Department Director)

By: _____ Date: _____
(City Manager)

By: _____ Date: _____
(Mayor)

ATTEST: _____ Date: _____
(City Clerk)