

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LITTLETON, COLORADO AND THE CITY OF ENGLEWOOD
COLORADO REGARDING THE CITY DITCH PIPING PROJECT (REACH 2 AND
TREE FEES)**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is made and entered into this ___ day of _____, 2026, by and between **CITY OF LITTLETON**, a home rule municipality of the State of Colorado ("Littleton"), and the **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, 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;

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;

WHEREAS, Englewood has undertaken a project to enclose portions of its raw water supply (the "City Ditch") between Chatfield Reservoir and the Allen Water Treatment Plant and relocate it to a new alignment;

WHEREAS, the project involves converting four designated reaches of the City Ditch to enclosed pipe, including:

- (Reach 1) McLellan Pump Station to Mineral Avenue
- (Reach 2) Linhart Lake to Littleton Cemetery
- (Reach 3) Slaughterhouse Gulch Park to Belleview Avenue
- (Reach 4) Belleview Park area;

WHEREAS, this Agreement pertains to the Parties' obligations and responsibilities related to Reach 2 (the "Project");

WHEREAS, to accommodate the ongoing redesign of the Rangeview Gulch stormwater system, Reach 2 is being divided into two phases: Reach 2A, extending north from a new manhole on Archdiocese Of Denver Pastor St Mary's Catholic Church (St. Mary's) property to Ridge Road, and Reach 2B, extending south from that same manhole to include the Linhart Lake area;

WHEREAS, this Agreement is for Reach 2A construction;

WHEREAS, the Parties acknowledge that three existing stormwater inlets currently discharge into Englewood's City Ditch within Reach 2 (from S. Prince Street, an overflow from the detention pond on St. Mary's property, and the Rangeview Gulch stormwater floodway inlet

near Linhart Lake), and that such existing inflows will continue to flow into the existing ditch channel and pipe following construction of Reach 2A, but that these stormwater flows will be redirected as part of Reach 2B construction;

WHEREAS, to accommodate the new City Ditch alignment for Reach 2, the Parties have, by separate agreement, entered into a Relinquishment and Grant of Easements (City Ditch) (the "Easement") to provide Englewood with easement rights for the new alignment as well as to relinquish easement rights to Littleton for areas of the existing areas of City Ditch that are to be abandoned by Englewood as a result of the new alignment;

WHEREAS, Englewood will be the fiscal agent for the Project, managing the work performed, in consultation with Littleton; and

WHEREAS, the Parties desire to enter into this Agreement to address the Parties' participation in and financial contributions toward 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:

AGREEMENT

1. **Recitals**. The matters recited above are hereby incorporated into and made part of this Agreement.

2. **Term**. This AGREEMENT shall be effective on the date of execution by both Parties, ("Effective Date") and terminate upon completion of the project or on a date prior as agreed to in writing by the Parties.

3. **Englewood Obligations**. Englewood shall be responsible for the following:

(a) Pay a mitigation fee for the loss of tree canopy removed as a result of the Project, in the amount of **sixty thousand two-hundred and fifty and 00/100 Dollars (\$60,250)** within thirty (30) days of the Effective Date of the Agreement;

(b) Management and construction of the Project, including selection of and directions to the Contractor.

(c) Tracking all financial information, invoices, and billing needed to determine and track the necessary, actual, and reasonable construction costs for the Project.

(d) Provide all necessary or desirable expertise and experience (e.g., but not limited to legal, contract administration, engineering, financial) to manage the performance of Englewood's contractor.

(e) Designate an individual responsible for representing Englewood who shall coordinate with the Littleton Representative in order to ensure that notification to impacted Englewood residents regarding the project schedule and other project details is consistent with the schedule and project details communicated to Littleton residents.

(f) Coordinate with Littleton regarding the construction schedule associated with the Project and providing 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.

(g) The Englewood Representative and Englewood's contractor shall work with the Littleton Representative to design, review, and approve those portions of the Project located within the Littleton boundaries.

(h) Comply with all Littleton and Englewood construction standards that may apply under current municipal code provisions, other applicable regulations, or as may be modified by variance.

(i) Provide Littleton with data as requested by the Littleton Representative.

(j) Preserve the existing flume in place over Lee Gulch as it currently exists or, if directed by Littleton, remove the flume with the Project. If preserved, coordinate with Littleton to identify and enter into any agreements that may be necessary and ensure the flume's west end continued use for the conveyance of stormwater into Lee Gulch. If Littleton wishes to remove the flume with the project, Littleton will notify Englewood no later than June 2, 2026.

(k) Fill all proposed abandoned pipes located on the eastern and northern sides of Lower Ridgewood Park, with cellular grout to ensure structural integrity and prevention of future maintenance or subsidence issues. Prior to Englewood's recording of the quit claim deed described in paragraph 2 of the Easement, Englewood will continue to operate and maintain the City Ditch as done historically. Englewood is not responsible for any major improvements other than filling abandoned pipes with cellular grout as specified in this agreement, and will consult with Littleton if any major improvements are proposed to be completed outside of standard operations and maintenance prior to that work being done. Upon Englewood's recording of the quit claim deed described in paragraph 2 of the Easement, Englewood shall have no further obligations or liability with respect to the filled sections of pipe or any other portion of City Ditch located within the Relinquished City Ditch Property as that area is defined in the Easement or Exhibit A of the quit claim deed. Englewood will supply Littleton with as-built plans within 90 days of Reach 2A construction completion that shall include the new City Ditch pipeline and identify the sections of pipe that are filled and abandoned in place.

4. Littleton Obligations. Littleton will be responsible for the following:

(a) Designate an individual responsible for representing Littleton, who shall coordinate with the Englewood representative in order to ensure that notification to Littleton residents regarding the project schedule and other project details is consistent with the schedule and project details communicated to Englewood residents.

(b) Provide Englewood with data as requested by the Englewood Representative.

(c) Coordinate with Englewood to identify and enter into any agreements that may be necessary to facilitate Littleton's operation of stormwater facilities within or near City Ditch.

(d) Ensure that no new stormwater will be directed into City Ditch in location and amount compared to historical stormwater inflows, regardless of any new stormwater facilities or solutions that may be implemented by Littleton.

(e) Work cooperatively and in good faith with Englewood to timely review, process, and authorize any permits, approvals, and related municipal actions within Littleton's control that are reasonably necessary to allow Englewood to mobilize construction for Reach 2B on or before October 1, 2027. Littleton shall also work cooperatively and in good faith with Englewood to implement the stormwater facilities, measures, approvals, and solutions necessary to support such construction schedule.

5. Project Representatives.

(a) Littleton Representative. Littleton hereby designates Ryan Germeroth as the Littleton Representative to coordinate all communication with Englewood related to the Project and issues arising under this Agreement.

(b) Englewood Representative. Englewood hereby designates Stephanie Ellis as the Englewood Representative to coordinate all communication with Littleton related to the Project and issues arising under this Agreement.

6. Notice. Except as otherwise provided herein, any notice required or permitted by this Agreement 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 Englewood: City of Englewood
Attn.: City Clerk
1000 Englewood Parkway
Englewood, CO 80110

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

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

7. **Article X, Section 20/TABOR:** 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 AGREEMENT. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement 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 Agreement shall be terminated.

8. **Agreement as Complete Integration**

(a) This Agreement, together with the Relinquishment and Grant of Easements (City Ditch) agreement, and any other documents incorporated herein or therein by reference and all related exhibits, constitutes the entire agreement of the Parties hereto with respect to the subject matter contained herein and therein. The Parties agree that there have been no representations regarding the subject matter of this Agreement made other than those contained herein, that this Agreement 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 Agreement contains all of the terms agreed upon by the Parties related the Project participation and financial contributions. Any amendments or modifications to this Agreement 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 Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, 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.

9. **Counterparts of this Intergovernmental Agreement.** This Agreement 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.

10. **Assignment and Subcontracting.** Englewood and Littleton agree that this Agreement, or any other interest therein, shall not be assigned, sublet, or transferred without prior written consent of all Parties herein.

11. **Liability.** To the maximum extent permissible, Englewood and Littleton each retain governmental immunity under the Colorado Governmental Immunity Act, and no term of this Agreement shall be construed as an express or implied waiver of governmental immunity. Neither Party shall indemnify the other and both Parties agree to waive any claim for damages against the other party for work performed under this Agreement. Further, 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 Agreement, or because of any breach thereof or because of its or their execution or approval of this Agreement. In the event of a legal dispute regarding the terms of this Agreement, the government laws shall be the laws of the State of Colorado, the venue shall be the 18th Judicial District, State of Colorado, and each Party shall be responsible for their own attorneys' fees and costs.

12. Status of Parties. Englewood and Littleton intend that an independent governmental relationship shall be created by this Agreement. The Parties agree and acknowledge that this Agreement 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. Each and every covenant, promise, or term contained in this Agreement shall not merge in any other document executed by either or both Parties to effect or implement the provisions of this Agreement but shall survive such instrument. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

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

14. 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.

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

CITY OF LITTLETON

ATTEST:

Colleen Norton, City Clerk

Kyle Schlachter, Mayor

APPROVED AS TO FORM:

Reid Betzing, City Attorney

CITY OF ENGLEWOOD

ATTEST:

Stephanie Carlile, City Clerk

Othoniel Sierra, Mayor