

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LITTLETON, COLORADO AND THE CITY OF ENGLEWOOD
COLORADO REGARDING THE CITY DITCH PIPING PROJECT (REACH 3 AND
TREE FEES)**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is made and entered into this ____ day of _____, 2025, 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; and

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; and

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; and

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; and

WHEREAS, this Agreement pertains to the Parties' obligations and responsibilities related to Reach 3 (the "Project"); and

WHEREAS, to accommodate the new City Ditch alignment for Reach 3, the Parties have, by separate agreement, entered into a Relinquishment and Grant of Easements (City Ditch) 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; and

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 **Two-Hundred Sixteen Thousand Five-Hundred and 00/100 Dollars (\$216,500.00)** 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) Provide Littleton with data as requested by the Littleton Representative.

(i) Perform bank stabilization work within the Slaughterhouse Gulch area as generally depicted in "Slaughterhouse Gulch Area Slope Stabilization – Drawing A-1" attached hereto as Exhibit 1, following a request by Littleton.

(j) Demolish or preserve the existing flume located in Reach 3, either: (i) Englewood shall preserve and deliver to Littleton a section of the flume, with the size and location of the preserved section to be coordinated with and approved by Littleton prior to demolition of the remaining structure as part of the Project; or (ii) Englewood shall reimburse Littleton for costs incurred, up to a maximum of \$100,000, to either preserve the flume in place or remove it at a later date. Littleton shall provide documentation of such costs to Englewood for reimbursement, and Englewood shall reimburse Littleton within 60 days of receipt of Littleton's documentation.

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

(a) Designating 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) Providing Englewood with data as requested by the Englewood Representative.

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

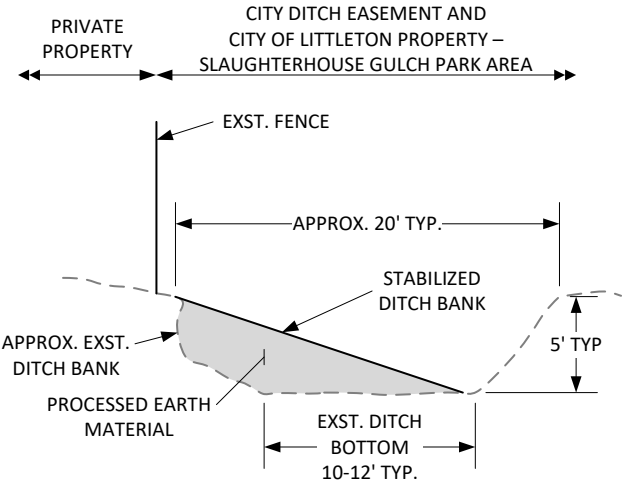
ATTEST:

Stephanie Carlile, City Clerk

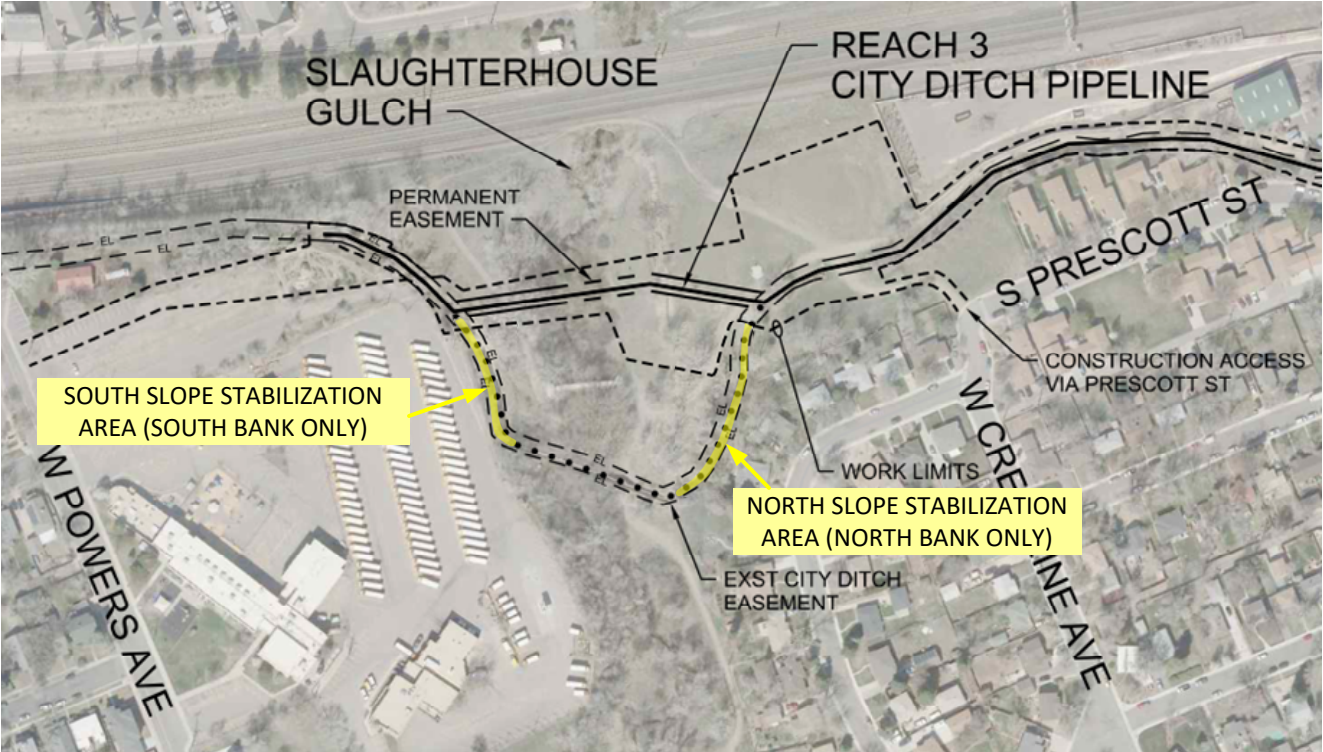
Othoniel Sierra, Mayor

SLAUGHTERHOUSE GULCH AREA SLOPE STABILIZATION

REPRESENTATIVE CROSS SECTION



PLAN - AREAS OF DITCH BANK STABILIZATION



NOTES

1. FILL IN SIDE OF DITCH BANK INDICATED TO ACHIEVE A MINIMUM OF 3:1 STABILIZED BANK SLOPE.
2. SEED AND MULCH DISTURBED AREAS PER CITY OF LITTLETON STANDARDS.
3. PROCESSED EARTH BACKFILL PER SPECIFICATION SECTION 31 23 23.15 TRENCH BACKFILL.
4. LIMIT WORK AREA TO EXISTING CITY DITCH EASEMENT AREA WHERE POSSIBLE AND AVOID DISTURBING ESTABLISHED VEGETATION IN THE PARK AREA.
5. SOUTH SLOPE STABILIZATION LENGTH IS APPROX. 210 FT. THE PLACEMENT OF MATERIAL IS TO STABILIZE THE SOUTH BANK ONLY.
6. NORTH SLOPE STABILIZATION LENGTH IS APPROX. 320 FT. THE PLACEMENT OF MATERIAL IS TO STABILIZE THE NORTH BANK ONLY.

PHOTO – EXISTING BANK NORTH AREA



PHOTO – EXISTING BANK SOUTH AREA

