

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF LITTLETON AND THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF
COLORADO,
REGARDING A FINANCIAL CONTRIBUTION FOR CONSTRUCTING THE
LITTLETON BOULEVARD FIBEROPTIC INSTALLATION PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") 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 **BOARD OF COUNTY COMMISSIONERS OF ARAPAHOE COUNTY, STATE OF COLORADO**, ("Arapahoe County"). Littleton and Arapahoe County 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, Littleton has designed and plans to construct infrastructure improvements to install fiber optic signal interconnections, upgrade traffic signal controllers, deploy advanced detection, expand existing travel time monitoring system, and implement traffic cameras from the Arapahoe County Administrative Building to Littleton Center, under the railroad tracks, and on Littleton Boulevard between the railroad tracks to Broadway as shown in **Exhibit A** (the "Project");

WHEREAS, Littleton is the lead agency on the Project and will be responsible for its completion and acquiring improvements through its procurement process;

WHEREAS, Littleton will expend additional costs for design and construction management, beyond the anticipated construction costs as shown in **Exhibit B**;

WHEREAS, Arapahoe County has agreed to use of their existing conduit under the railroad to install new fiber optic cable pending the approval of a separate intergovernmental agreement;

WHEREAS, Arapahoe County has agreed to provide funding towards the installation of fiber optic signal interconnections (the "Improvements") and is budgeted for in the County's Capital Improvement Fund for the development of the County's intelligent transportation system;

WHEREAS, Littleton intends to complete the Project in 2025 and has determined that Arapahoe County's share of the materials and labor costs to install fiber optic infrastructure is \$159,466 as further described in **Exhibit B** ("Arapahoe County Share"). The County's share excludes work related to traffic signals along Littleton Boulevard;

WHEREAS, completion of the Project will allow for future fiber sharing with Arapahoe County to provide communications between County facilities;

WHEREAS, traffic signal interconnections and associated equipment will in the future allow both Parties to monitor traffic operations on Littleton Boulevard and accommodate future Traffic Management Center capabilities;

WHEREAS, the goal of Arapahoe County, Littleton, and Centennial is to provide a fiber connection between Littleton Center at 2255 W. Berry Avenue to the City of Greenwood Village Traffic Management Center at 10001 E. Costilla Avenue. These jurisdictions will work in good faith to ensure that this connection is achieved;

WHEREAS, any other improvements needed by a participating jurisdiction to participate in the Project will, unless otherwise limited, become the property and maintenance responsibility of that jurisdiction. These improvements are generally related to fiber projects that tie into the Littleton Blvd fiber line for the participating jurisdiction's use;

WHEREAS, the Parties desire to enter into this Agreement to provide for Littleton to complete the work on the Project and for Arapahoe County to remit to Littleton for the Arapahoe County Share;

WHEREAS, the Project will include the installation of the Improvements, fiber strands to be shared equally between Littleton and Arapahoe County. The project will install 432 strands of fiber with each jurisdiction assigned 216 fiber strands. The future intergovernmental agreement will assign specific strands to each jurisdiction; and

WHEREAS, Littleton and Arapahoe County will enter into a separate intergovernmental agreement to define ownership, access, and usage of the conduit under the railroad, the demolition or removal of the County fiber currently installed in this conduit, and to address future maintenance, fiber assignments, and repair responsibilities related to the Improvements along Littleton Boulevard.;

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. Recitals. The Recitals as set forth above are incorporated herein and made terms of this IGA.

2. Purpose. The purpose of this IGA is to memorialize the obligations of the Parties' relative to the Project, and specifically address cost sharing, construction, and construction administration of the Project and the Improvements.

3. **Term.** This IGA shall be effective on the latest date of execution by the Parties, ("Effective Date") and terminate upon completion of the project or on a date prior as agreed to by the Parties. Notwithstanding the forgoing, the terms and conditions set forth in sections 10 through 18 shall survive the termination of this agreement.

4. **Project Representatives.**

(a) **Littleton Representative.** Littleton hereby designates Aaron Heumann (aheumann@littletongov.org) 303-795-3867 as the Littleton Representative to coordinate all communication with Arapahoe County related to the Project and issues arising under this IGA.

(b) **Arapahoe County Representative.** Arapahoe County hereby designates Jim Katzer (jkatzer@arapahoegov.com) 720-874-6837 as Arapahoe County Representative to coordinate all communication with Littleton related to the Project and issues arising under this IGA.

5. **Littleton Obligations.** Littleton will be responsible for the following:

(a) Management and construction of the Project and the Improvements, including selection of and direction to the Contractor. The Arapahoe County Representative, however, shall be permitted to provide direction or comments to the Contractor by working through the Littleton Representative.

(b) Acquiring the Improvements using Littleton's procurement processes.

(c) Establishing and managing the funds for the Project.

(d) Establishing and maintaining a method of prompt and efficient communication concerning the Project with the Arapahoe County Representative.

(e) Coordinating with Arapahoe County regarding the construction schedule associated with the Project and providing updates to Arapahoe County of the construction schedule. The Arapahoe County Representative will be invited to all preconstruction meetings and coordination meetings with the Contractor.

(f) Providing all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial) to manage the performance of the Contractor.

6. **Arapahoe County Obligations.** Arapahoe County will be responsible for the following in participating in the Project:

(a) Funding the Arapahoe County Share as provided herein.

(b) Designating an individual responsible for representing Arapahoe County who shall coordinate with the Littleton Representative in order to ensure that notification to Arapahoe County residents regarding the project schedule and

other project details is consistent with the schedule and project details communicated to Littleton residents.

(c) The Arapahoe County Representative will work with the Littleton Representative and Contractor to design and approve all traffic control required for the Project for those portions of the Project located within the Arapahoe County City boundaries.

(d) Arapahoe County may have an inspector present during work performed on the Project by the Pavement Contractor, and the Arapahoe County Representative shall communicate directly through the Littleton Representative to address concerns and workmanship issues as they arise during completion of the Project, and to address any punch list corrections.

(e) Providing Littleton with data as requested by the Littleton Representative.

(f) Accepting ownership and maintenance responsibility for any separate improvements requested by Arapahoe County in writing and completed by Littleton on behalf of Arapahoe County.

7. **Separate IGA with Littleton, and Arapahoe County.** The Parties hereto agree to work in good faith to establish and execute, between Littleton, and Arapahoe County, a separate intergovernmental agreement defining the future maintenance responsibilities for the Improvements along Littleton Boulevard. Littleton will be responsible for the maintenance of the Improvements until such time as the anticipated future IGA is executed.

8. **Notice.** 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

Arapahoe County: Director of Public Works and Development
Arapahoe County
6924 S. Lima St
Centennial, Colorado 80112

With a copy to: County Attorney
Arapahoe County
5334 S. Prince St.
Littleton, Colorado 80120

9. Payments.

(a) Upon the execution of this agreement, Littleton will invoice the County for the County's share set forth in Exhibit B. The County shall cause payment of the invoice within forty five (45) day of the receipt of the billing in full amount.

(b) Upon receipt and approval of partial pay requests from Contractor, Littleton shall make periodic payments to the Contractor. Upon payment to Contractor, Littleton will forward invoices to Arapahoe County for review and documentation

(c) The payments by Arapahoe County to Littleton contemplated in this Agreement have been appropriated or otherwise lawfully authorized by Arapahoe County in Arapahoe County's 2025 budget.

(d) If actual costs exceed the estimated cost plus 5% Contingency, as stated in Exhibit B, due to actual field constructed quantities, the Parties agree to amend this IGA to reflect the actual cost of Arapahoe County's portion of the project and reimburse said amount to Littleton. Furthermore, Parties understand that if the actual project cost exceeds the estimated cost plus 5% Contingency, as per Exhibit B, Littleton will notify Arapahoe County and receive authorization before any additional costs are incurred on the Project. Parties are aware, understand, and acknowledge that the construction costs provided in this Agreement are an estimate based on the best available information and that actual construction costs may vary. If the applicable costs are less than the estimate, the Arapahoe County Share will be reduced proportionately and Littleton shall refund Arapahoe County such amount.

10. Article X, Section 20/TABOR: The Parties understand and acknowledge that Littleton and Arapahoe County 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.

11. Agreement as Complete Integration

(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 Project. 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.

12. Counterparts of this Intergovernmental 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.

13. 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.

14. Liability.

(a) Each party shall be responsible for its own negligence hereunder to the extent provided by law. Neither party shall be deemed to be an agent for the other party.

(b) The provisions of this IGA shall bind and inure to the benefit of the Parties and to their respective permitted assigns.

(c) No elected official, officer, agent or employee of Littleton or Arapahoe County 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.

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 IGA 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 IGA 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.

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:

Colleen Norton, City Clerk

Kyle Schlachter, Mayor

APPROVED AS TO FORM:

Reid Betzing, City Attorney

ARAPAHOE COUNTY

By: Director of Public Works and
Development
Authority Granted by Commissioner Reso. 25-0xx

EXHIBIT A PROJECT AREA

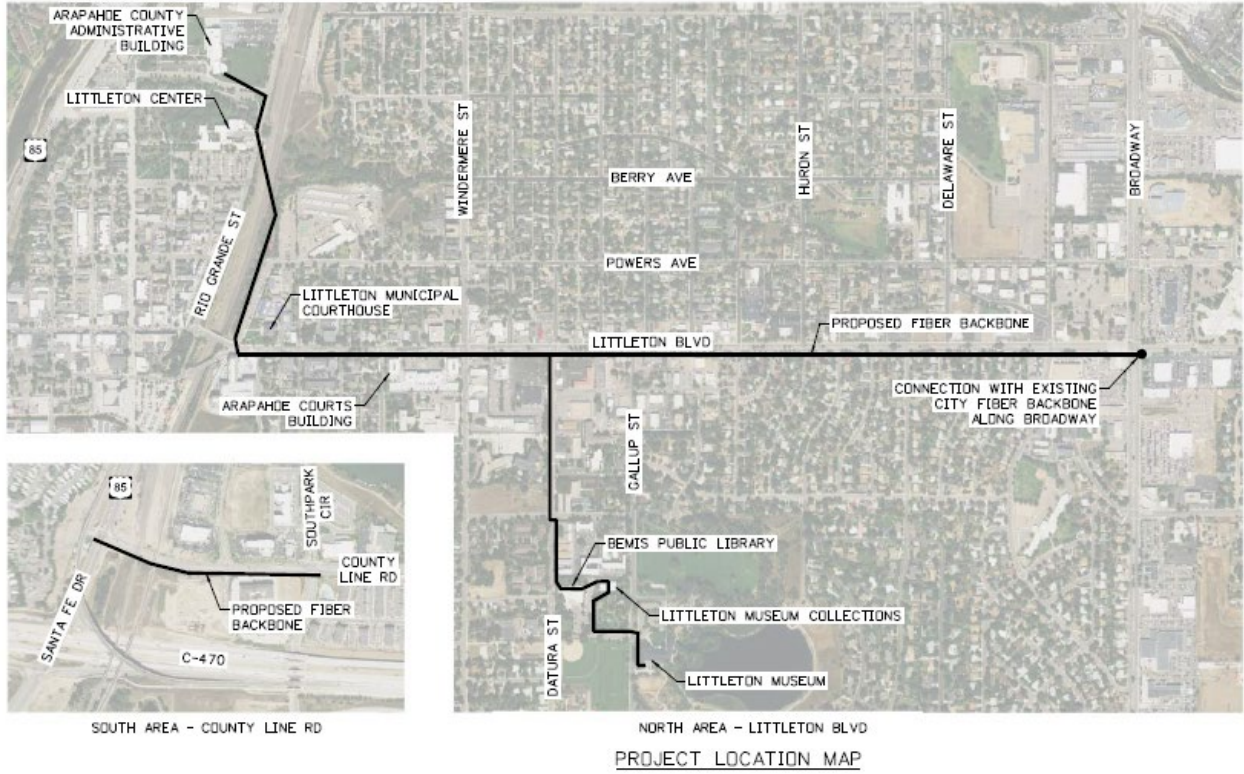


EXHIBIT B
ARAPAHOE COUNTY SHARE

CITY OF LITTLETON
LITTLETON BOULEVARD FIBEROPTIC INSTALLATION PROJECT
CITY PROJECT NO. 21-37
COST CONTRIBUTION FOR ARAPAHOE COUNTY

			City of Littleton Portion		Arapahoe County Portion	
Item	Description	Project Total	Estimated Quantity	Estimated Total	Estimated Quantity	Estimated Total
1	Design	\$ 139,563				
2	Construction	\$ 586,370				
3	Construction Management & Inspection	\$ 172,732				
	Total Project Cost	\$ 898,665				
	City Cost = 20% of project is outside Littleton Blvd	\$ (179,733)		\$ 179,733		
	Total Project Cost to be shared	\$ 718,932	0.50	\$ 359,466	0.50	\$ 359,466
	Value of County-provided Railroad crossing			\$ 200,000		\$ (200,000)
	Total Cost	\$ 898,665		\$ 739,199		\$ 159,466