



**ADAMS COUNTY  
HEALTH DEPARTMENT**

*Together for a Healthier Adams County*

**With City of Littleton**

**For Love My Air, Colorado Local Entity Air Network (CLEAN), Project Resources and Support  
(revenue)**

**THIS INTERGOVERNMENTAL AGREEMENT (“IGA”)** is entered into by and between the **Adams County Health Department**, a political subdivision of the State of Colorado (“ACHD”), and **City of Littleton** (“Client”). ACHD and the Client may be collectively referred to herein as the “Parties” or individually as “Party.” ACHD and the Client, for the consideration herein set forth, agree as follows:

**1. AGREEMENT DETAILS:**

<b>Agreement Type</b>			
Agreement Type:	IGA (revenue)	<input checked="" type="checkbox"/> New	<input type="checkbox"/> Renewal <input type="checkbox"/> Amendment <input type="checkbox"/> Continuation
Division:	EH	Program:	Air Quality
<b>ACHD Key Contacts</b>			
<b>ACHD Contracts Administrator</b>			
Name/Title:	ACHD Contracts Administrator		
Mailing Address:	4430 South Adams County Parkway, Brighton, Colorado 80601		
Email:	<a href="mailto:Achdcontracts@adamscountyco.gov">Achdcontracts@adamscountyco.gov</a>		
<b>ACHD Authorized Signer</b>			
Name:	Brian Hlavacek		
Title:	Environmental Health Division Director		
Mailing Address:	4430 South Adams County Parkway, Brighton, Colorado 80601		
Email:	<a href="mailto:bhlavacek@adamscountyco.gov">bhlavacek@adamscountyco.gov</a>		
Phone Number:	720.200.1555		
<b>ACHD Additional Contact</b>			
Name:	Renata Trisilawati		
Title:	Community Air Network Coordinator		
Mailing Address:	4430 South Adams County Parkway, Brighton, Colorado 80601		
Email:	<a href="mailto:rtrisilawati@adamscountyco.gov">rtrisilawati@adamscountyco.gov</a>		
Phone Number:	720.200.1432		
<b>Client Key Contacts</b>			
Client Name:	City of Littleton		
<b>Client Authorized Signer</b>			
Name:	Kyle Schlachter		
Title:	Mayor, City of Littleton		
Mailing Address:	2255 W Berry Ave. Littleton, CO 80120		
Email:	<a href="mailto:kschlachter@littletonco.gov">kschlachter@littletonco.gov</a>		
Phone Number:			
<b>Client Additional Contact</b>			
Name:	Laura Rosenbaum		
Title:	Sustainability Coordinator		
Mailing Address:	2255 W Berry Ave Littleton CO 80120		
Email:	<a href="mailto:lrosenbaum@littletonco.gov">lrosenbaum@littletonco.gov</a>		
Phone Number:	720-481-9477		

IGA Term	
Start Date:	January 16, 2026
Expiration Date:	January 15, 2031
IGA Documents	
<input checked="" type="checkbox"/> Exhibit A:	Scope of Work and Budget
<input type="checkbox"/> Exhibit B:	Business Associate Agreement
<input type="checkbox"/> Exhibit C:	Data Use Agreement
<input type="checkbox"/> Exhibit D:	

2. **INCORPORATION OF IGA DOCUMENTS:** The **IGA Document(s)**, specified in the **Agreement Details**, is(are) hereby incorporated into this IGA by reference and Client must comply with all applicable provisions of such. Should there be any discrepancy between the **IGA Document(s)** and this IGA, the terms and conditions of this IGA shall control.
3. **ACTIVITIES:** The Parties will undertake the activities as set forth in **Exhibit A – Scope of Work** (“Activities”).
4. **IGA TERM:** The **IGA Term** begins on the **Start Date** and expires on the **Expiration Date** (“Initial Term”), unless renewed or terminated pursuant to the terms of this IGA. Upon expiration of the Initial Term, this IGA shall automatically renew for up to four (4) additional one-year terms (each a “Renewal Term”), unless either Party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term.
5. **TERMINATION:** Either Party’s failure to perform any of its material obligations under this IGA, in whole or in part or in a timely or satisfactory manner, will be a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this IGA or at law, including immediate termination of this IGA.
6. **LIABILITY:** Each Party agrees to be responsible for its own actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this IGA. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to this IGA, the limitations on liability provided to the Parties under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq. Neither Party will be liable to the other for any special, consequential, incidental, punitive, or indirect damages arising from or relating to this IGA, regardless of any notice of the possibility of such damages.
7. **NOTICES:** All notices provided under this IGA must be in writing, addressed to the Party’s **Key Contacts** as specified in the **Agreement Details**. Any notices given are deemed to have been received and to be effective: **1)** three (3) days after the same shall have been mailed by certified mail, return receipt requested; and **2)** immediately upon hand delivery; or **3)** immediately upon receipt of confirmation that an electronic mail was received.
8. **INDEPENDENT ENTITIES:** Each Party is an independent legal entity from the other for all purposes. Neither Party, its agents, personnel or subcontractors are employees of the other Party for any purpose. Pursuant to the Workers’ Compensation Act §8-40-202(2)(b)(IV), C.R.S., as amended, Client understands that it and its employees and servants are not entitled to workers’ compensation benefits from ACHD. Client further understands that it

**is solely obligated for the payment of federal and state income tax on any money earned pursuant to this IGA.**

- 9. INSURANCE:** Each Party is a “public entity” under the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as amended, and shall always during the terms of this IGA maintain such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. This insurance shall have minimum limits, which shall match or exceed the maximum governmental liability limits set forth in C.R.S. §24-10-114, as amended.
- 10. JURISDICTION AND VENUE:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this IGA. The Parties agree that jurisdiction and venue for any disputes arising under this IGA shall be with Adams County, Colorado.
- 11. COMPLIANCE WITH THE LAW:** The Parties shall comply with all applicable federal and state laws, rules, and regulations in effect, or hereafter established.
- 12. GOVERNMENTAL IMMUNITY:** Liability for claims for injuries to persons or property arising from the negligence of ACHD, their divisions, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in these statutes.
- 13. ASSIGNMENT AND SUBCONTRACTORS:** This IGA may not be assigned or subcontracted by either Party.
- 14. WAIVER:** The failure of either Party to exercise any of its rights under this IGA will not be deemed to be a waiver of such rights or a waiver of any breach of the IGA.
- 15. SEVERABILITY:** If any provision of this IGA is determined to be unenforceable or invalid for any reason, the remainder of this IGA shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 16. THIRD PARTY BENEFICIARIES:** This IGA does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this IGA and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this IGA are incidental.
- 17. COLORADO OPEN RECORDS ACT:** Both Parties are required to disclose records subject to public release under the Colorado Open Records Act, C.R.S. §24-72-200.1, et seq.
- 18. AUTHORIZATION:** Each Party represents and warrants that it has the power and ability to enter into this IGA, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 19. ELECTRONIC SIGNATURES:** The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transitions Act, §24-71.3-101 et seq., C.R.S., and the Parties will not deny legal effect or enforceability of this IGA solely because it is electronic form.
- 20. INTEGRATION OF UNDERSTANDING:** This IGA contains the entire understanding of the Parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

**ADAMS COUNTY HEALTH DEPARTMENT:**

\_\_\_\_\_  
Signature

Brian Hlavacek, MAS, REHS  
\_\_\_\_\_  
Printed Name

Environmental Health Division Director  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to Form**

\_\_\_\_\_  
Mellissa Sager, Assistant County  
Attorney (msager@adamscountyco.gov)

**CLIENT:**

City of Littleton  
\_\_\_\_\_  
Name of Client

Kyle Schlachter  
\_\_\_\_\_  
Name of Authorized Signer

\_\_\_\_\_  
Signature

Mayor  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Colleen Norton, City Clerk (cnorton@littletonco.gov)

APPROVED AS TO FORM:

\_\_\_\_\_  
Reid Betzing, City Attorney (rbetzing@littletonco.gov)

## EXHIBIT A

### INTERGOVERNMENTAL AGREEMENT

With City of Littleton

For Love My Air, Colorado Local Entity Air Network (CLEAN), Project Resources and Support  
(revenue)

### SCOPE OF WORK



1. **PROJECT DESCRIPTION:** The Love My Air (LMA) Colorado Local Entity Air Network (CLEAN) Program empowers communities to live better, longer by reducing air pollution and limiting exposure through behavior changes, advocacy, and community engagement. The Program provides low-cost air sensors, a Program data dashboard, and programming support to increase understanding of the impact of particulate matter on air quality and what individuals can do to protect their health. Through CLEAN, partners host and create programming and communications to raise awareness about air quality, empower individuals to adjust behaviors to reduce air quality impacts, and empower individuals to change behaviors to reduce exposure to poor air quality.
2. **PROJECT OBJECTIVES:**
  - a. Gather real-time, hyper-local air quality data by placing air quality monitoring sensors within the community, in collaboration with community partner organizations.
  - b. Provide community members with easy access to local air quality data through a user-friendly data dashboard.
  - c. Empower communities, families, schools and parks and recreation districts to limit exposure and reduce pollution through behavior change, advocacy, and community engagement.
  - d. Support community partners to incorporate air quality education and information into their diverse programming.
  - e. Convene a cohort of community partners to share lessons learned.
3. **ACHD RESPONSIBILITIES:**
  - a. **Air Quality Sensors.** ACHD will provide, install, and maintain the air quality sensor(s) as detailed in section 5. b. below. Upon termination or expiration of this IGA, Client shall work with ACHD to coordinate the return of air quality sensor(s) to ACHD, as directed by ACHD. This IGA does not confer any title, rights, or ownership of air quality sensor(s) to Client.
  - b. **Convene Partners.** ACHD will convene Client and other partner organizations on a quarterly basis to promote learning and information sharing, focusing on air quality concerns and issues, community engagement activities, coordinated messaging, and continuation of policy/systems change idea sharing and best practices.
  - c. **Access to Data.** ACHD will provide Client with access to air quality sensor data through its CLEAN data dashboard.

- d. Technical Assistance.** ACHD will provide technical assistance to Client as needed for Client to participate in the Program.
- e. Educational Materials and Information.** ACHD will provide educational materials and information to assist Client with incorporating air quality into their diverse organization activities.

#### **4. CLIENT RESPONSIBILITIES:**

- a.** Client will allow ACHD to install air quality sensor(s) at the following property location(s):
  - South Bannock Street  
5450 S Bannock St., Littleton, CO 80120 (flasher pole)
  - Runyon Elementary School  
7455 S Elati St., Littleton, CO 80120
- b.** Client will grant ACHD access to said property, as needed, for ACHD to carry out its responsibilities related to air quality sensor(s) installed on Client's property.
- c.** Client will exercise reasonable care to ensure air quality sensor(s) are secure and remain in working order.
- d.** Client will notify ACHD as soon as possible of any air quality sensor(s) loss or damage. Client is not responsible for costs associated with loss or damage.
- e.** Client will participate in quarterly Program meetings hosted by ACHD.

#### **5. PROJECT POINTS OF CONTACT:**

- a.** Adams County Health Department
  - Renata Trisilawati
  - [rtrisilawati@adamscountyco.gov](mailto:rtrisilawati@adamscountyco.gov)
- b.** Client
  - Laura Rosenbaum
  - [lrosenbaum@littletongov.org](mailto:lrosenbaum@littletongov.org)

#### **6. COSTS AND INVOICING:**

- a.** ACHD will invoice Client upon execution of this IGA, and annually thereafter, \$4,896.
- b.** Client will pay invoices from ACHD within sixty (60) days of receipt.
- c.** Costs are based on a cost-share model and are calculated based on the number of participating partner organizations and sensors. ACHD may adjust Client's annual invoice plus or minus twenty percent (20%) with 10 days' prior written notice. If the annual invoice amount increases by more than twenty percent (20%), ACHD will notify Client in writing and Client will have sixty (60) days to accept the increased invoice amount or terminate this IGA by providing written notice to ACHD of such acceptance or termination.