

**AGREEMENT FOR CONTINUATION OF
CHATFIELD WATERSHED AUTHORITY**

March 26, 1997

THIS AGREEMENT is entered into as of this 1st day of January, 1997, by membership entities of the Chatfield Watershed Authority (hereinafter the "Authority").

WHEREAS, the parties to this Agreement established the Authority by previous agreement which expired on December 31, 1996;

WHEREAS, the Authority wants to continue as the designated water quality management agency for the Chatfield sub-watershed;

WHEREAS, the parties to this Agreement continue to have the authority, pursuant to Article XIV, Section 18 of the Colorado Constitution, and Section 29-1-201, et seq., Colorado Revised Statutes, to enter in to Intergovernmental Agreements for the purpose of providing any service or performing any function which they can perform individually;

WHEREAS, the parties deemed it necessary and advisable and entered into an Agreement in 1992-1993, which set forth their goals and objectives in implementing the Chatfield Reservoir Control Regulation heretofore adopted by and amended by the Water Quality Control Commission of the State of Colorado;

WHEREAS, the parties wish to continue herein an agenda for the implementation of the goals and objectives of the Chatfield Watershed Authority by the continuation of a governmental entity through which the separate entities signatory hereto may lawfully and prudently plan and budget monies for the funding of structures and programs for the control of phosphorus and ammonia discharge in the Chatfield Sub-watershed;

NOW, THEREFORE, in consideration of the benefits from this agreement, including but not limited to continuing local control over water quality programs which will result in significant cost savings and the ability to provide for continued economic growth of each of the parties hereto.

NOW, THEREFORE, the Authority consisting of the undersigned signatories herein established by previous agreement is hereby continued. The purposes of this Agreement include, but are not limited to, the following:

- a. Provide for a regional, coordinated approach to phosphorus control in the Chatfield Sub-watershed;
- b. Provide for a regional, coordinated approach for the construction and operation and maintenance of nonpoint phosphorus control projects;
- c. Provide for regional, coordinated water quality monitoring of Chatfield Reservoir, Plum Creek and the water flowing into them, as well as recommending water quality standards for the reservoir and its tributary waters, as appropriate;

- d. Provide for coordination with state and federal agencies having water quality responsibilities in the Chatfield Sub-watershed;

NOW, THEREFORE, the Authority will be governed by an approved set of by-laws as shown in exhibit A.

NOW, THEREFORE, the Authority shall continue to have the following duties and responsibilities:

- a. To seek legislative action from the Colorado Legislature to provide for any of the following:
 - (1) Any necessary amendments to existing state statutes to grant specific bonding and taxing authority to counties, municipalities, and special districts to utilize in the operation of a watershed-wide authority, and/or
 - (2) The creation of a specific watershed-wide authority with taxing and/or bonding powers, such as the specific authorities found in C.R.S., 29-1-204, 29-1-204.2, and 29-1-204.5.
- b. The Authority, subject to funding limitations, shall have the following rights and duties:
 - (1) Develop plans for water quality control strategies for the Chatfield Watershed and revise those plans as needed.
 - (2) To the extent funds are, or may be made, available, construct, operate and maintain nonpoint phosphorus control projects;
 - (3) Review nonpoint source control projects constructed in Chatfield Watershed, establish interim and long-term management strategies, recommend operation and maintenance plans and monitoring systems;
 - (4) Oversee and conduct water quality monitoring programs, including monitoring of phosphorus loading in the Chatfield Watershed and ammonia and nitrate levels in Plum Creek, and review, analyze and report on the water quality monitoring results to the Regional Planning Agency and Water Quality Control Commission;
 - (5) Recommend to local governments erosion and urban runoff control standards or other best management practices, which may be adopted by those local governments, for the Chatfield Watershed;
 - (6) Recommend programs to monitor and control the phosphorus contributions from septic systems, industrial sources, construction, or any other activities in the Chatfield Watershed;

- (7) Conduct pilot studies on nonpoint source control projects, including monitoring of the effectiveness of certain projects and erosion control measures;
 - (8) Prepare reports, including reports on the water quality of Chatfield Reservoir; audits on any construction projects, annual operations, maintenance and administrative summaries; audits upon the completion of each major construction project; and any other reports requested by the Authority;
 - (9) Recommend nonpoint phosphorus control projects for construction and recommend funding mechanisms for construction, operation and maintenance for nonpoint source projects within the Chatfield Watershed;
 - (10) Pursue continued study of potential phosphorus control solutions;
 - (11) Analyze the cost effectiveness of recommended standards, regulations, ordinances and control projects.
- c. The Authority shall have the following advisory rights and duties, subject to a weighted vote as set forth in the by-laws, Exhibit A:
- (1) Review and make recommendations to the Water Quality Control Division on site applications and discharge permits; however, review of site applications and discharge permits shall be limited to assuring compliance with phosphorus, ammonia and adopted stream standards.
 - (2) Recommend to the Denver Regional Council of Governments and the Water Quality Control Commission any amendments to the Clean Water Plan and the phosphorus effluent limits in the Chatfield Sub-watershed;
 - (3) Consider the development of a plan which would allow trading of phosphorus loadings, and develop a specific policy concerning facilities which choose to treat beyond established phosphorus limits.
 - (4) Adopt annual scopes of work, budgets and fee assessments to carry out its responsibilities.

NOW, THEREFORE, the Authority shall be a separate legal entity with the following powers, subject to a weighted vote as set forth in the by-laws, Exhibit A:

- a. To lease any real or personal property, either as lessee or lessor, together with any facilities thereon, when necessary to implementation of this Agreement;
- b. Enter into lawful agreements with any person, private corporation or business, or any federal, state or local government agency for the purposes contemplated by this Agreement;

- c. Obtain federal funding for construction or other acts authorized by this Agreement;
- d. Hire staff as needed and/or contract with a public agency as an administrative agency to provide accounting, administrative, secretarial, audit, payroll and other staff functions;
- e. Do any and all acts and things necessary to effectively exercise the duties and responsibilities in this Agreement.

NOW, THEREFORE, the Authority shall be funded by a dues structure set forth in the by-laws, Exhibit A.

NOW, THEREFORE, IT IS FURTHER RESOLVED that a member may withdraw from the Authority by giving one hundred twenty (120) days written notice of intent to withdraw. The withdrawing party shall lose all rights and benefits under this Agreement, which rights and benefits shall be reassigned by action of the Authority. A withdrawing member shall have no obligation, financial or otherwise, to the Authority. Should any member of the Authority fail to contribute funds to satisfy its annual fee assessment prior to April 1 of that year, all rights and benefits previously accorded to such member shall be suspended. The Authority shall issue a written notice of default to the member within 60 days of default. If the default is not cured by July 15th of that year, the membership of the member may be terminate at the discretion of the Authority. A terminated member shall have no obligation, financial or otherwise, to the Authority.

NOW, THEREFORE, IT IS FURTHER RESOLVED that this Agreement may be amended only by the unanimous vote of the Authority.

NOW, THEREFORE, IT IS FURTHER RESOLVED that this Agreement shall have a one-year term from the date first set forth herein, and shall be deemed to automatically renew each year thereafter, subject to funding of a new budget, unless forty percent (40%) of the member entities of the Authority vote to cancel the Agreement.

NOW, THEREFORE, the Authority shall be solely responsible for the acts of the Authority. The liability of the Authority is limited to available Authority funds. The obligations of the Authority shall not be the obligations of any member or participant as defined in the by-laws. All contracts entered by the Authority shall contain this liability disclaimer.

This Agreement shall be executed by an authorized representative of each member or participant of the Authority. This Agreement may be executed in counterparts.

JEFFERSON COUNTY, COLORADO

Attest:

By: _____

By: _____

DOUGLAS COUNTY, COLORADO

Attest:

By: _____

By: _____

THE TOWN OF CASTLE ROCK, a Colorado
municipal corporation

Attest:

By: _____

By: _____

THE TOWN OF LARKSPUR, a Colorado
municipal corporation

Attest:

By: _____

By: _____

PERRY PARK WATER AND SANITATION
DISTRICT

Attest:

By: _____

By: _____

ROXBOROUGH PARK METROPOLITAN
DISTRICT

Attest:

By: _____

By: _____

CASTLE PINES METROPOLITAN DISTRICT

Attest:

By: _____

By: _____

PLUM CREEK WASTEWATER AUTHORITY

Attest:

By: _____

By: _____

CITY OF LITTLETON, a Colorado
municipal corporation

Attest:

By: _____

By: _____

LOCKHEED MARTIN ASTRONAUTICS, a
division of Lockheed Martin Corporation

Attest:

By: _____

By: _____

Exhibit A

CHATFIELD WATERSHED AUTHORITY BYLAWS

Article I. Definitions

As used in the bylaws, the following terms shall have the meaning hereinafter presented:

- a. Authority - The Chatfield Watershed Authority, consisting of 10 membership entities as listed in Appendix A and a maximum of five designated participants as listed in Appendix B.
- b. Contributions - Membership entities are responsible for financially supporting the Chatfield Sub-Watershed management and water quality monitoring program as listed in Appendix C. Participants will be requested to provide financial contributions and/or in-kind services as deemed appropriate by the Authority.
- c. Chatfield Reservoir Control Regulation - The Authority is responsible for implementing requirements of the Chatfield Reservoir Control Regulation as adopted by the Colorado Water Quality Control Commission.
- d. Chatfield Sub-Watershed - The watershed boundary is designated in the Regional Clean Water Plan and includes tributary drainage to Chatfield Reservoir from Douglas and Jefferson counties. Boundary changes to the watershed must be adopted through the regional Clean Water Plan.
- e. Majority Vote - A majority vote is greater than 50 percent of the meeting participants once a quorum is established.
- f. Membership Entities - All designated representatives and/or alternatives from a general purpose government, special district, and all other National Permit Discharge Elimination System (NPDES) permittees as designated by the Colorado Department of Public Health and Environment in the Chatfield Sub-Watershed, which have entered into the *Memorandum of Understanding For Establishing a Management Agency in the Chatfield Sub-Watershed*.
- g. Participants - A maximum of five entities, other than membership entities, that demonstrate vested interest and support for the Chatfield Sub-Watershed management program can be designated by the Authority as participants.
- h. Quorum - A quorum at Authority meeting is thirty-three percent of the Authority with 50 percent of those present being membership entities.
- i. Weighted Vote - Membership entities will be given a weighted vote at Chatfield Watershed Authority meetings as listed in Appendix C for each representative or alternate on matters specifically related to management agency, operating agency or general purpose government responsibilities as defined in the *Agreement For Continuation of Chatfield Watershed Authority*.

Article II. The Chatfield Watershed Authority

The Chatfield Watershed Authority is responsible under the Chatfield Reservoir Control Regulation for implementation of the Chatfield management plan. The Memorandum of Understanding which continues the Chatfield Watershed Authority is attached hereto and made a part thereof. The Chatfield Watershed Authority will be the designated management agency under the provisions of the regional Clean Water Plan.

Membership jointly in the Chatfield Watershed Authority Memorandum of Understanding has the power under Colorado law to develop, recommend and adopt provisions for water quality management within the Chatfield Sub-Watershed consistent with the regional Clean Water Plan. The Chatfield Watershed Authority will provide an integrated, holistic water quality management and implementation program to protect or attain established beneficial uses of waters within the Chatfield Sub-Watershed.

Article III. Authority Powers

The Authority shall have the power to:

- a. Amend the bylaws by a majority vote of the membership entities.
- b. Adopt or revise an annual budget and environmental monitoring program for the Authority by majority vote.
- c. Elect a Chair and vice-chair by majority vote from the Authority membership at the first meeting of each year to serve for a term of one-year.
- d. Appoint a secretary and/or treasurer or administrator by majority vote at the first meeting of each year to serve for a term of one-year.
- e. Recognize one vote on each issue from a designated representative or alternate from each membership entity and participant, except when a weighted vote is required. A weighted vote must be declared by the chair or vice-chair prior to calling the vote and the additional weighted votes given to membership entities as show in appendix C shall apply to vote tabulations.
- f. Place all funds under the care of a designated membership entity or to create separate accounts at financial institutions selected by the Authority. All funds shall be subject to annual audit by either the Authority or duly designated representative.
- g. Expend funds in accordance with the annual budget as adopted by the Authority or amended by the Authority. Such expenditures shall be approved by the Authority prior to payment.
- h. Prepare and maintain a file of minutes and meeting summaries of the Authority meetings.
- i. Enter and execute contracts, accept and utilize financial assistance, raise revenues and incur indebtedness by majority vote of the Authority.

Article IV. Authority Meetings

- a. A quorum shall be declared present to hold an official meeting of the Authority.
- b. Meetings shall be held at least once quarterly.
- c. An agenda shall be distributed by a designated administrator of the Authority for all meetings. Special meeting notification can be made by fax with approval of the Authority chair or vice-chair.
- d. The chair or vice-chair shall preside at the Authority meetings.
- e. No absentee or proxy voting shall be allowed.
- f. Public comments will be allowed at the beginning of each meeting with a time limit of five minutes per speaker on topics of concern not included on the agenda.
- g. A list of membership entities and Authority members will be maintained by the secretary of the Authority and made available upon request at Authority meetings.

Appendix A

Membership Entities

1. City of Littleton
 2. Town of Castle Rock
 3. Town of Larkspur
 4. Perry Park Water and Sanitation District
 5. Castle Pines Metropolitan District
 6. Roxborough Park Metropolitan District
 7. Plum Creek Wastewater Authority
 8. Lockheed Martin Astronautics
 9. Douglas County
 10. Jefferson County
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Appendix B

Participants

1. U.S. Army Corp of Engineers
2. Colorado Department of Public Health and Environment - Water Quality Control Division
3. Division of Natural Resources - Chatfield State Park
4. Tri-County Health Department
5. Denver Water Department, City and County of Denver

Appendix C

Annual Funding Contributions and Applied Weighted Votes

Entity	Percent Contribution ¹	Annual Contribution	Weighted Vote
Jefferson County	20.28	19,594	2
Douglas County	18.82	18,183	2
Lockheed Martin Astronautics	18.28	17,661	2
Town of Castle Rock	13.82	13,352	2
Plum Creek Wastewater Authority	11.13	10,753	2
Castle Pines	4.53	4,377	1
Roxborough Park	5.10	4,927	1
Perry Park	3.75	3,623	1
Town of Larkspur	0.36	588	1
City of Littleton	Flat Fee	588	1
Denver Water Department	Flat Fee	2,353	0
TOTAL	97.07	\$95,999	15

1/ Percent of Assessed Valuation.

2/ Does not equal 100% due to nonparticipation of other entities in the watershed.