

INTERGOVERNMENTAL AGREEMENT
ROADWAY CONSTRUCTION FUNDING

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2019, by and between CITY OF LITTLETON, a home rule municipality of the State of Colorado (“Littleton”), and the CITY OF CENTENNIAL, a home rule municipality of the State of Colorado (“Centennial”). Littleton and Centennial are individually referred to herein as “Party” and collectively 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, § 29-1-201, C.R.S. as amended, clearly articulates and affirmatively expresses a State policy authorizing political subdivisions of the State of Colorado to cooperate and contract to make the most efficient and effective use of their respective powers; and

WHEREAS, Centennial is performing pavement and concrete rehabilitation that generally consists of the removal and installation of curb and gutter, curb ramps, truncated domes, pavement markings as well as asphalt patching, edge and full-width milling, striping, overlays of varying depths (the “Project”); and

WHEREAS, the Project location includes that portion of East Orchard Road from South Pearl Street to Broadway (the “Project Road”); and

WHEREAS portions of the Project Road lie within the jurisdiction of each Party; and

WHEREAS, Littleton agrees to pay a share of the materials and labor costs incurred by Centennial for that portion of the Project Road located within the boundaries of Littleton; and

WHEREAS, Centennial intends to complete the Project this fall and has determined that Littleton's share of the materials and labor costs is \$118,196.05 as further described in Exhibit A (“Littleton Share”); and

WHEREAS, the Parties desire to enter into this Agreement to provide for Centennial to complete the work on the Project Road and for Littleton to remit to Centennial the Littleton Share.

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:

Attn: City Manager

With a copy to: Littleton City Attorney
2255 W. Berry Avenue
Littleton, Colorado 80120
Attn: City Attorney

Centennial: City of Centennial
13133 E. Arapahoe Road
Centennial, Colorado 80112
Attention: City Manager

With a copy to: Centennial City Attorney
Widner Juran LLP
13133 E. Arapahoe Road, Suite 100
Centennial, Colorado 80112

8. Miscellaneous Provisions.

(a) This Agreement contains all the terms agreed upon by the Parties related to the Project. Any amendments or modifications to this Agreement must be in writing executed by the Parties in order to be valid and binding.

(b) 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.

(c) 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.

(d) 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.

(e) The Parties agree to execute any additional documents or take any additional action that is necessary to carry out the intent of this Agreement.

(f) 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.

(g) No elected official, officer, agent or employee of Littleton or Centennial 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.

(h) 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 Agreement 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.*

(i) The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout.

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

CITY OF LITTLETON

ATTEST:

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF CENTENNIAL

ATTEST:

By: City Clerk or Deputy City Clerk

By: Matt Sturgeon, City Manager pursuant to the authority provided by Resolution 2019-R-_____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

EXHIBIT A