

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
LITTLETON AND THE CITY OF ENGLEWOOD REGARDING A FINANCIAL
CONTRIBUTION FOR CONSTRUCTING THE
2026 SURFACE SEALING PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this ____ day of _____, 2026, by and between **CITY OF LITTLETON**, a home rule municipality of the State of Colorado ("Littleton"), and **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, Littleton is undertaking a pavement preservation program known as the 2026 Surface Sealing Project including specific work on South Windermere Street from West Prentice Avenue to West Layton Avenue, and on West Prentice Avenue from South Windermere Street to South Hickory Street, a portion of which lies within the boundaries of Englewood ("the Project"), as further described in **Exhibit A, which includes surface sealing, pavement patching, roadway striping, and related work within the Project Area;** and

WHEREAS, Littleton intends to perform pavement striping and install bicycle delineators as outlined within Section 4 (j) of this agreement, on South Windermere Street between West Prentice Avenue and West Layton Avenue, and perform pavement striping and install speed cushions on West Prentice Avenue between South Windermere Street and South Hickory Street, as shown in Exhibit C (Striping Plans); and

WHEREAS, Englewood agrees to contribute to the cost of materials and labor incurred by Littleton, as specified in this agreement, for that portion of the Project located within the boundaries of Englewood; and

WHEREAS, Littleton intends to complete the Projects in 2026 and has determined per the contractor's bid that Englewood's share of the materials and labor costs is \$184,150.39, as further described in **Exhibit B** ("Englewood Share"); and

WHEREAS, the Parties desire to enter into this Agreement to provide for Littleton to complete the work on the Projects and for Englewood to remit payment to Littleton for the Englewood 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:

1. **Purpose.** The purpose of this IGA is to identify the Parties' obligations to participate in the Projects, including how cross-jurisdictional data sharing and cost sharing will be accomplished. The IGA also identifies the Parties' respective responsibilities relating to ownership and maintenance of the Project improvements following the completion of the improvements, including the acceptance by Englewood of any permanent infrastructure improvements installed within the boundaries of Englewood.

2. **Term.** This IGA shall be effective on the date of execution by both Parties, ("Effective Date") and terminate upon completion of the Striping Project, anticipated completion on or before December 31, 2026 ("Completion Date") or on a date prior as agreed to by the Parties in writing.

3. **Project Representatives.**

(a) **Littleton Representative.** Littleton hereby designates Matthew Matuszewski (mmatuszewski@littletongov.org) 303-795-3871 as the Littleton Representative to coordinate all communication with Englewood related to the Projects and issues arising under this IGA.

(b) **Englewood Representative.** Englewood hereby designates Kyle Branham (Kbranham@englewoodco.gov) 303-902-8386 as Englewood Representative to coordinate all communication with Littleton related to the Projects and issues arising under this IGA.

4. **Littleton Obligations.** Littleton will be responsible for the following participation in the Project:

(a) Management of the Project through direction to the Contractor. It is further agreed that the Englewood Representative will work through the Littleton Representative to provide direction or comments to the Contractor.

(b) Management of the design, solicitation and contracting of the Projects.

(c) Establishing and managing the funds for the Projects, including coordination of cost sharing and reimbursements

(d) Establishing and maintaining a method of prompt and efficient communication concerning the Projects with the Englewood Representative.

(e) The Littleton Project Manager shall coordinate with the Englewood Representative regarding the construction schedule associated with the Project to ensure, among other things, coordination with Englewood's Lead Reduction Program so that any lead pipes requiring replacement by Englewood in the Projects area are replaced prior to any surface sealing, roadway striping and asphalt

patching, and will provide updates to the Englewood Representative concerning updates to such construction schedule, including information Englewood may utilize when communicating with the public. The Englewood Representative will be invited to all preconstruction meetings and coordination meetings with the Contractor.

(f) Provide Englewood project submittals, plans, specifications, contracting agreements, permitting documentation, construction schedule and pertinent communication informing project decisions for the preparation of the Surface Sealing, Pavement Patching and Pavement Striping Projects.

(g) The Littleton Representative will work with the Littleton Communications team to produce social media and website content which will be distributed through all methods of communication in Littleton and presented to the Englewood Representative for review and potential dissemination. Littleton shall be responsible for preparing public-facing communication materials related to the Projects, and Englewood shall be responsible for distributing such materials through its own communication channels as it deems appropriate. Variable message boards will be placed at the project limits prior to construction as a method of on-site communication.

(h) Providing all necessary or desirable expertise and experience (e.g. but not limited to legal, contract administration, engineering, financial oversight, and final advertisement to manage the performance of the Contractors.

(i) Provide Englewood with data pertinent to the projects, including material submittals, measurements, daily inspection logs, material testing reports, payment documentation, final acceptance documentation and as constructed drawings, as requested by the Englewood Representative.

(j) Provide installation and perform maintenance of the protected bike lanes, bicycle lane delineators, and speed cushions for the first 12 months following installation. After 12 months, maintenance and repairs on this infrastructure will be the responsibility of Englewood.

5. Englewood Obligations. Englewood will be responsible for the following participation in the Projects:

(a) Designating an individual responsible for representing Englewood who shall coordinate with the Littleton representative(s) regarding educational and public communications content created by Littleton and coordinate with the Englewood Communication Team to disseminate such materials as appropriate. Englewood retains sole discretion regarding public messaging over its own communication channels.

(b) The Englewood Representative will work with the Littleton Project Manager and Contractor to review and approve all traffic control required for the

Project for those portions of the Project located within the Englewood city boundaries.

(c) The Englewood Representative will work with Littleton and the Contractor to compile all documentation necessary and apply for an Englewood right-of-way permit.

(d) Englewood may have an inspector present during work performed on the Projects by the Contractor, and the Englewood Representative shall communicate directly through the Littleton Project Manager to address concerns and workmanship issues as they arise during completion of the Projects, and to address any punch list corrections. The Englewood inspector shall communicate any potential adverse conditions which would necessitate a change in scope through the Englewood Representative and under no circumstances shall Englewood direct the Contractor in a manner other than agreed upon in this IGA.

(e) Accepting ownership and maintenance responsibility for any permanent improvements completed as part of the Project within the boundaries of Englewood, provided such improvements have been constructed in accordance with Englewood's standards and specifications, and accepted in writing following final inspection.

(f) Protected bike lanes along with pavement striping and bicycle lane delineators, and speed cushions within the boundaries of Englewood will be maintained by Littleton for the first 12 months following installation. After 12 months, maintenance and repairs on this infrastructure will be the responsibility of Englewood.

6. 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

City of Englewood: City Manager
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

With a copy to: Englewood City Attorney
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110

7. Payments.

(a) 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 Englewood for Englewood's Share of the work performed on the Projects during the applicable pay period(s) and Englewood shall reimburse Littleton said full amount of such invoices within thirty (30) days of receipt of billing from Littleton. Billing will be based upon the applicable contract unit price for contract bid items associated with the work on the Projects, and as more specifically set forth in Exhibit B. All payments by Englewood to Littleton contemplated in this Agreement have been appropriated or otherwise lawfully authorized by Englewood in Englewood's 2026 budget.

(b) 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 Agreement to reflect the actual cost of Englewood's portion of the projects and reimburse said amount to Littleton subject to the approval of the Englewood City Council required for any Amendment to this Agreement. Furthermore, Parties understand that if the actual projects cost exceeds the Estimated Cost plus 5% Contingency per Exhibit B, Littleton will notify Englewood and receive authorization before any additional costs are incurred on the Projects. Without such authorization, Englewood shall have no obligation to reimburse amounts beyond the Estimated Cost plus 5% Contingency as stated in Exhibit B. 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.

8. 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 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.

9. 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 Projects. 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.

10. Counterparts of this 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.

11. 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.

12. 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 Englewood 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. Records and Data Sharing. Littleton shall provide Englewood with access to project records, including material submittals, inspection logs, payment documentation, and final acceptance materials related to the Projects within the boundaries of Englewood. All such records shall be provided in electronic format upon request and retained in accordance with each Party's applicable records retention policies. The Parties acknowledge that such records may be subject to the Colorado Open Records Act.

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:

By: City Clerk

By: Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF ENGLEWOOD

ATTEST:

By: City Clerk

By: Mayor

EXHIBIT A
PROJECT LOCATION
(Municipal Boundary in Blue)

match line



match line

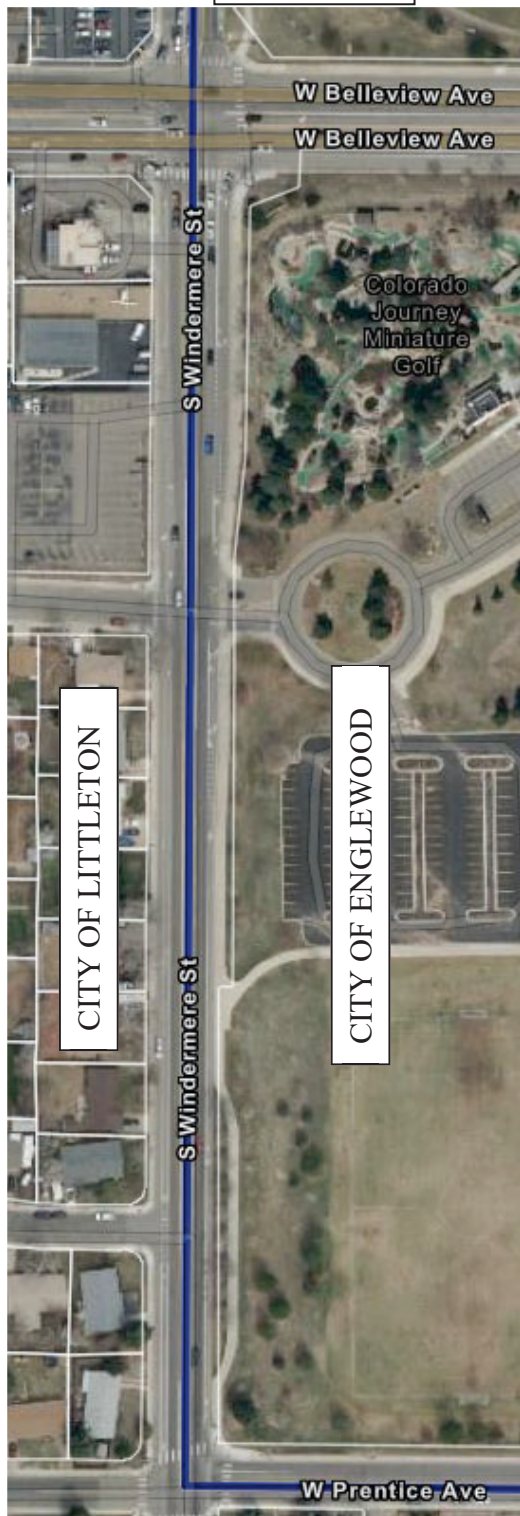




EXHIBIT B
ENGLEWOOD SHARE (Engineer's Estimate)

2026 SURFACE SEALING PROJECT					
CITY OF LITTLETON PROJECT NO. 25-02					
CITY OF ENGLEWOOD COST SHARE					
ITEM NO.	ITEM	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL
202	REMOVAL OF PAVEMENT MARKINGS	SF	4,698	\$ 1.00	\$ 4,698.00
403	INSTALL SPEED CUSHION	EA	12	\$ 1,800.00	\$ 21,600.00
408	MASTIC	TON	5	\$ 4,250.00	\$ 21,250.00
409	SEAL COAT (1/4" CHIP)	SY	26,343	\$ 3.75	\$ 98,786.25
410	SLURRY SEAL TYPE II	SY	8,556	\$ 2.68	\$ 22,930.08
612	36" SHUR-FLEX VERTICAL FLEX POST (GREEN)	EA	92	\$ 85.00	\$ 7,820.00
612	36" SHUR-FLEX VERTICAL FLEX POST (WHITE)	EA	36	\$ 85.00	\$ 3,060.00
612	ZICLA ZIPPER (B+AA+B)	EA	272	\$ 395.00	\$ 107,440.00
626	MOBILIZATION	LS	1	\$ 2,620.50	\$ 2,620.50
627-00008	MODIFIED EPOXY PAVEMENT MARKING	GAL	140	\$ 135.00	\$ 18,900.00
627-30323	PREFORMED THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)(INLAID)	SF	1,560	\$ 12.50	\$ 19,500.00
627-30328	PREFORMED THERMOPLASTIC PAVEMENT MARKING (XWALK-STOP)(INLAID)	SF	1,240	\$ 12.50	\$ 15,500.00
630	TRAFFIC CONTROL	LS	1	\$ 18,954.95	\$ 18,954.95
700	F/A MINOR CONTRACT REVISIONS	EA	1	\$ 5,241.00	\$ 5,241.00
	ESTIMATED PROJECT TOTAL				\$ 368,300.78
	CITY OF ENGLEWOOD COST SHARE = 50% OF TOTAL				\$ 184,150.39

EXHIBIT C (ATTACHED)
STRIPING PLAN SHEETS