

RESOLUTION NO. 48 - 26

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF COLORADO SPRINGS, COLORADO, ON BEHALF OF ITS ENTERPRISE COLORADO SPRINGS UTILITIES, THE CITY OF AURORA, COLORADO ACTING BY AND THROUGH ITS UTILITIES ENTERPRISE, THE BOARD OF WATER WORKS OF PUEBLO, COLORADO, THE PUEBLO WEST METROPOLITAN DISTRICT, THE SOUTHEASTERN COLORADO WATER CONSERVANCY DISTRICT, AND THE STATE OF COLORADO

WHEREAS, the City of Colorado Springs (the "City"), on behalf of its enterprise Colorado Springs Utilities ("Springs Utilities"), is authorized to enter into intergovernmental agreements with other Colorado governmental entities with the approval of City Council; and

WHEREAS, the City of Aurora, Colorado, acting by and through its Utility Enterprise ("Aurora Water"), the Board of Water Works of Pueblo, Colorado ("Pueblo Water"), the Pueblo West Metropolitan District ("Pueblo West"), the Southeastern Colorado Water Conservancy District ("SECWCD"), and the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Parks and Wildlife Commission and the Division of Parks and Wildlife ("CPW") are Colorado governmental entities; and

WHEREAS, CPW provides recreation opportunities which include fishing and boating at Twin Lakes and Turquoise Lake (the "Reservoirs") for the citizens of the State of Colorado and visitors to Colorado; and

WHEREAS, Springs Utilities, Aurora Water, Pueblo Water, Pueblo West, and SECWCD (collectively "Water Entities") own, lease or otherwise control water storage space in the Reservoirs; and

WHEREAS, the Reservoirs could be subject to infestation of Zebra or Quagga Mussels and other aquatic nuisance species (collectively referred to as "ANS"); and

WHEREAS, CPW has established a program to address ANS at the Reservoirs ("ANS Program"); and

WHEREAS, the Water Entities have determined that it is in their best interests to support the ANS Program and share in the cost thereof; and

WHEREAS, CPW and the Water Entities have negotiated and now desire to enter into the attached intergovernmental agreement that memorializes the terms and

conditions for CPW's operation and the Water Entities' funding of the ANS Program ("ANS IGA"); and

WHEREAS, Springs Utilities requests that City Council approve and authorize the Chief Executive Officer of Springs Utilities to enter into the ANS IGA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The City Council hereby finds that the ANS IGA is in the best interests of the citizens of the City and the ratepayers of Springs Utilities and hereby approves the ANS IGA.

Section 2. The Chief Executive Officer of Springs Utilities is authorized and directed to enter into the ANS IGA in a form substantially similar to that attached hereto.

Section 3. This Resolution shall be in full force and effect immediately upon its adoption.

Dated at Colorado Springs, Colorado this 26th day of May 2026.



Lynette Crow-Iverson, Council President

ATTEST:


Sarah B. Johnson, City Clerk

COOPERATION AGREEMENT

This Cooperation Agreement ("Agreement") is entered into this ____ day of _____, 2026, by and among the Southeastern Colorado Water Conservancy District ("SECWCD"), the City of Colorado Springs, by and through its enterprise Colorado Springs Utilities ("Springs Utilities"), the Board of Water Works of Pueblo, Colorado ("Pueblo Water"), the City of Aurora, Colorado, a home rule municipal corporation of the counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise ("Aurora"), Pueblo West Metropolitan District ("Pueblo West"), and the State of Colorado, acting by and through the Department of Natural Resources, for the use and benefit of the Parks and Wildlife Commission and the Division of Parks and Wildlife ("CPW").

RECITALS

- A. CPW provides recreation opportunities which include fishing and boating at Twin Lakes and Turquoise Lake (collectively referred to as the "Reservoirs") in Lake County, Colorado, for the citizens of the State of Colorado and visitors to Colorado.
- B. There is a potential that the Reservoirs could be subject to infestation of Zebra and/or Quagga Mussels and other aquatic nuisance species collectively referred to as ("ANS") to the detriment of water works facilities, boats, marinas, and fisheries.
- C. Pueblo Water, SECWCD, Aurora, Pueblo West, and Springs Utilities (individually "Water Entity", collectively "Water Entities") own, lease or otherwise control water storage space in the Reservoirs. The Water Entities and CPW will be collectively referred to as the "Parties".
- D. CPW has established a program to address ANS at the Reservoirs ("ANS Program") and is willing to accept the funds from the Water Entities to support the Program as provided herein.
- E. The Water Entities have determined that it is in their best interests to support CPW's ANS Program and share in the cost thereof to manage the effort to keep ANS out of the Reservoirs.

NOW THEREFORE, in consideration of the above and the mutual covenants and commitments made herein, the Parties agree as follows.

- 1. This Agreement shall become effective upon the date of the last signature ("Effective Date") and shall remain in effect until December 31, 2031 (the "Term"), unless terminated as set forth herein.
- 2. Notwithstanding the five-year Term, SECWCD's commitment shall be structured as an initial one-year term, with four (4) successive one-year options to renew under the same terms

specified in this Agreement. To exercise each option, SECWCD shall provide written notice to the Parties in a form substantially equivalent to Exhibit A. The withdrawal or non-renewal of SECWCD shall not terminate the Agreement as to the remaining Parties, provided the essential purposes of the Agreement can still be met.

3. CPW will inspect trailered motorized watercraft entering the Reservoirs and decontaminate watercraft as necessary in accordance with C.R.S §33-10.5-101, et seq., in an effort to prevent the spread of aquatic nuisance species in the Reservoirs by following state watercraft inspection and decontamination procedures at all times boat ramps at the Reservoirs are open for public use. CPW will inform and educate the public about the problems posed by ANS and steps that can be taken to prevent their spread. CPW shall execute this obligation in the manner and with the means deemed appropriate by CPW in its sole discretion. CPW will comply with all state and federal rules and regulations relating to the use, storage, treatment or disposal of hazardous materials in performing its obligations under this Agreement including, but not limited to, chemicals and petroleum products. CPW shall be solely responsible for obtaining and complying with all administrative or judicial approvals necessary for it to meet its obligations under this Agreement. The Water Entities will cooperate as reasonably requested by the CPW in the approval process. For all purposes under this Agreement, CPW is an independent contractor and not an employee or agent of the Water Entities.
4. The Water Entities agree to participate in funding for personnel, equipment, signage, monitoring, reporting, operating costs, and physical improvements necessary and associated with public education and with the inspection and decontamination of all public watercraft entering and exiting the Reservoirs as part of the ANS Program.
5. For each year of the five-year Term, the total annual contribution payable to CPW for the ANS Program shall be Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00). This total shall be funded by the Water Entities in equal shares of Thirteen Thousand Five Hundred Dollars (\$13,500.00) per Water Entity, per year. Each Water Entity shall pay its initial \$13,500.00 contribution within 30 days of the Effective Date. Payments shall be delivered to the following address:

Colorado Parks and Wildlife
Robert Walters
Invasive Species Program Manager
6060 Broadway
Denver, CO 80216

For all subsequent years of the Initial Term, CPW will invoice each Water Entity for its annual payment after January 1 of the then-current year.

The annual payments for SECWCD for years two through five are contingent upon SECWCD exercising its annual renewal option as set forth in this Agreement. Upon receipt of the executed Renewal Notice (Exhibit A), CPW shall invoice SECWCD in accordance with this Paragraph 5. In the event SECWCD does not exercise its annual renewal option for any

subsequent year of this Agreement, the total annual contribution payable to CPW shall be reduced to Fifty-Four Thousand Dollars (\$54,000.00), representing the combined \$13,500.00 annual shares of the remaining four Water Entities.

6. The provisions of this Agreement shall not be construed or interpreted as a waiver, express or implied by any Party hereto, of any of the immunities, rights, benefits, protection, or other provisions, of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., or the Federal Tort Claims Act, 28 U.S.C. 2671, et seq., as applicable, as now or hereafter amended.
7. An individual Water Entity may terminate its participation in this Agreement by sixty (60) days written notice to the Parties pursuant to Section 13. In the event of such a withdrawal, this Agreement shall remain in full force and effect as to the remaining Parties. If a Water Entity terminates its participation, it shall only be obligated to pay its portion of the amount owed pursuant to Section 5, adjusted on a pro rata basis for the number of months the ANS Program was provided prior to the termination notice date. Following receipt of a termination notice from a Water Entity, the remaining Water Entities shall have thirty (30) days to elect to: (a) proportionally assume the withdrawing Party's financial obligations to maintain the ANS Program; (b) continue the ANS Program with reduced funding, with the scope of services adjusted as resources allow in light of the reduced contributions; or (c) if the remaining Water Entities deem the program unsustainable, terminate the Agreement in its entirety. If CPW terminates its participation, this Agreement shall terminate in its entirety, and the Water Entities shall be reimbursed for any overpayment, but in no event shall the reimbursement exceed the funds provided to CPW during the term of this Agreement.
8. CPW's performance of its obligations under this Agreement will be contingent upon the availability of funds required for the ANS Program above and beyond the funding provided by the Water Entities pursuant to this Agreement. Performance of CPW's obligations under this Agreement is expressly subject to available funds; in the event funds are not appropriated in whole or in part sufficient for performance of CPW's obligations under this Agreement, or appropriated funds may not be expended due to CPW spending limitations, then this Agreement will be terminated by CPW pursuant to Section 7 above. CPW will notify the other Parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.
9. In accord with the Colorado Springs City Charter, performance of Springs Utilities' obligations under this Agreement is expressly subject to appropriation of funds by the City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Utilities' obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law with respect to Springs Utilities, and Springs Utilities will thereafter have no liability for compensation or damages to the other Parties in excess of Springs Utilities' authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Springs Utilities' will notify the other Parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.

10. Performance of Aurora's obligations under this Agreement is expressly subject to appropriation of funds by the Aurora City Council. In the event funds are not appropriated in whole or in part sufficient for performance of Aurora's obligations under this Agreement, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement will thereafter become null and void by operation of law with respect to Aurora, and Aurora will thereafter have no liability for compensation or damages to the other Parties in excess of Aurora's authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Aurora will notify the other Parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.
11. Performance of Pueblo West's obligations under this Agreement is expressly subject to appropriation of funds by the Board of Directors of the Pueblo West Metropolitan District. In the event funds are not appropriated in whole or in part sufficient for performance of Pueblo West's obligations under this Agreement, or appropriated funds may not be expended due to Pueblo West budget limitations, then this Agreement will thereafter become null and void by operation of law with respect to Pueblo West, and Pueblo West will thereafter have no liability for compensation or damages to the other Parties in excess of Pueblo West's authorized appropriation for this Agreement or the applicable spending limit, whichever is less. Pueblo West will notify the other Parties as soon as reasonably practicable in the event of non-appropriation or in the event a spending limit becomes applicable.
12. Sole Obligation of Aurora's Utility Enterprise. This Agreement will never constitute a general obligation or other indebtedness of the City of Aurora, or a multiple fiscal year direct or indirect debt or other financial obligation whatsoever of the City of Aurora within the meaning of the Constitution and laws of the State of Colorado or of the Charter and ordinances of the City of Aurora.

In the event of a default by Aurora's Utility Enterprise of any of its obligations under this Agreement, no one will have any recourse for any amounts owed to it against any funds or revenues of the City of Aurora except for those revenues derived from rates, fees or charges for the services furnished by, or the direct or indirect use of, the Water System and deposited in the Water Enterprise Fund, as the terms "Water System" and "Water Enterprise Fund" are defined in City Ordinance No. 2003-18, and then only after the payment of all operation and maintenance expenses of the Water System and all debt service and reserve requirements of any bonds, notes, or other financial obligations of the Utility Enterprise secured by a pledge of the net revenues of the Water Enterprise Fund. Notwithstanding any language herein to the contrary, nothing in this Delegation will be construed as creating a lien upon any revenues of the Utility Enterprise or the City of Aurora.

13. Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below any Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A.

Colorado Parks and Wildlife
Robert Walters
Invasive Species Program Manager
6060 Broadway
Denver, CO 80216

B.

Board of Water Works of Pueblo
Pueblo, Colorado
Executive Director
(mailing address)
P.O. Box 400
Pueblo, CO 81002

Board of Water Works of
Pueblo, Colorado
Executive Director
(physical address)
319 W. 4th Street
Pueblo, CO 81003

C.

Southeastern Colorado Water
Conservancy District
Executive Director
31717 United Avenue
Pueblo, CO 81001

D.

Colorado Springs Utilities
ATTN: General Manager
Infrastructure & Resources Planning
Mailing Address
P.O. Box 1103, Mail Code 1825
Colorado Springs, CO 80947-1825

City Attorney's Office
Attn: Utilities Division
Mailing Address
P.O. Box 1575, Mail Code 501
Colorado Springs, CO 80901

E.

City of Aurora
General Manager of Aurora Water
15151 E. Alameda Pkwy, Ste 3600

Aurora, CO 80012

City of Aurora
Attn: City Attorney
15151 E. Alameda Pkwy, Ste
5300
Aurora CO 80012

F.

Pueblo West Metropolitan District
Kevin Niles
Director of Utilities
63 E. Spaulding Ave.
Pueblo West, CO 81007

14. Breaches shall be governed by the following provisions:

a. In addition to any breaches specified in other sections of this Agreement, the failure of a Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach. This Agreement is a contract to perform services, and the presence of aquatic nuisance species in the Reservoirs does not constitute a breach of this Agreement by CPW. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against a Party, or the appointment of a receiver or similar officer for a Party or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

b. In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Parties in the manner provided in Section 13. If such breach is not cured within thirty (30) days of receipt of written notice, or if a cure cannot be completed within thirty (30) days, or if cure of the breach has not begun within thirty (30) days of notice and pursued with due diligence, the non-defaulting Parties may exercise any of the remedies set forth in Section 14 under this Agreement. In no case will CPW's liability exceed the amount of funds contributed to CPW by the Water Entities under this Agreement. Notwithstanding anything to the contrary herein, any Party, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. In the event any Party defaults in the performance of any of its obligations under this Agreement, each non-defaulting Party will have all remedies available by law or equity.
16. In the event of an ambiguity in this Agreement, the rule of construction that ambiguities shall be construed against the drafter shall not apply, and the Parties hereto shall be treated as equals and no Party shall be treated with favor or disfavor.
17. Unenforceability of any provision of this Agreement, or a portion thereof, shall not affect or impair the validity of any other provision of this Agreement or portion thereof.
18. This Agreement is subject to public release through the Colorado Open Records Act, C.R.S. §24-72-101, et seq.
19. This Agreement may be executed in multiple identical original counterparts, all of which shall constitute one agreement.
20. This Agreement shall be construed in accordance with the laws of the State of Colorado (except for its conflict of law provisions). The place of performance and transaction of business shall be deemed to be in the County of Lake, State of Colorado. In the event of litigation, the exclusive venue and place of jurisdiction shall be the State of Colorado and, more specifically, Lake County, Colorado and, if necessary for exclusive federal questions, the United States District Court for the District of Colorado.
21. This Agreement represents the complete integration of all understandings between the Parties

and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or affect whatsoever, unless embodied herein.

22. No Party shall be liable for delays in performing its obligations to the extent the delay is caused by unforeseeable conditions beyond its reasonable control without fault or negligence including strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, or labor disturbance.
23. Modifications of this Agreement shall not be effective unless agreed to in writing by the Parties in an amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies.
24. There shall be no assignment of the rights or obligations contained in this Agreement by any Party without the prior written consent by the other Parties, and any such assignment shall be null and void. Notwithstanding anything herein to the contrary, upon written notice to the other Parties, Springs Utilities may assign this Agreement without consent to the City of Colorado Springs, Colorado. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Parties.
25. This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement one hundred and eighty (180) days after notice of the new legal requirement is provided by one of the Parties to the other Parties. Any Party may terminate this Agreement pursuant to Section 7 after receipt of said notice.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

City of Colorado Springs, by and
and through its enterprise
Colorado Springs Utilities

Board of Water Works of Pueblo,
Colorado

By: _____
Travas Deal,
Chief Executive Officer

By: _____
Seth J. Clayton, Executive Director

Date: _____

Date: _____

Approved as to form:

By: _____

Date: _____

State of Colorado
Jared S. Polis, Governor

Southeastern Colorado Water Conservancy
District

Colorado Department of Natural Resources

Dan Gibbs, Executive Director

By: _____

Colorado Parks and Wildlife

Printed Name: _____

By: _____

Title: _____

Printed Name: _____

Date: _____

Title: _____

Date: _____

Pueblo West Metropolitan District

By: _____

Kevin Niles

Director of Utilities

Date: _____

**City of Aurora, Colorado,
acting by and through its
Utility Enterprise**

Marshall P. Brown,
General Manager Aurora Water

Date

Approved as to form for Aurora:

Assistant City Attorney

Date

ACS #

Exhibit A - SECWCD Annual Renewal Notice

In accordance with the ANS Cooperation Agreement dated [Original Execution Date], Southeastern Colorado Water Conservancy District ("SECWCD") hereby exercises its option to renew its participation in the Agreement for a one-year period.

1. **Renewal Term:** This renewal shall be effective from **January 1, 20__** through **December 31, 20__**.
2. **Terms and Conditions:** This renewal is made under the same terms and conditions as specified in the Agreement.
3. **Ratification:** Except as expressly provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby ratified by SECWCD.

Southeastern Colorado Water Conservancy District

By: _____

Printed Name: _____

Title: _____

Date: _____