

SECOND AMENDMENT TO EXTEND FIRST REVISED WATER TRANSMISSION SERVICE CONTRACT AMONG AURORA – COLORADO SPRINGS JOINT WATER AUTHORITY AND CITY OF AURORA, COLORADO AND CITY OF COLORADO SPRINGS, COLORADO

This Second Amendment to Extend, made and entered into this \_\_\_ day of \_\_\_\_\_, 2022, by and among the Aurora-Colorado Springs Joint Water Authority (the “Authority”), a political subdivision of the State of Colorado, and the City of Aurora, Colorado (“Aurora”), and the City of Colorado Springs, Colorado (“Colorado Springs”), each of which cities is a municipal corporation of the State of Colorado and a home rule city, (such cities being herein collectively called “Cities,” or individually, “City”).

WITNESSETH

WHEREAS, on May 13, 1983, by executing the Establishing Contract for Aurora – Colorado Springs Joint Water Authority (the “Establishing Contract”), the Cities formed the Authority as a separate governmental entity pursuant to Section 18(2)(a) and (2)(b) of Article XIV, Constitution of the State of Colorado, and Section 29-1-204.2, Colorado Revised Statutes (1973), to effect the development of water resources, systems and facilities for the benefit of the Cities and their inhabitants.

WHEREAS, the Authority has acquired and constructed the Extension Pipeline Project comprising a pipeline (the “Otero Extension Pipeline”) from the outlet of Twin Lakes Dam to the Otero Pumping Station Intake; and

WHEREAS, each City has need for the water to be transmitted by the Extension Pipeline Project for purposes of providing water for all domestic, municipal, industrial, recreational, and other beneficial purposes for each City and the inhabitants thereof and to those persons or entities served by the municipal system of each City; and

WHEREAS, on June 1, 1983, the Parties entered a Water Transmission Service Contract (“1983 Service Contract”) for the provision of certain water transmission services by the Authority to the Cities, the term of which expired on December 1, 2013.

WHEREAS, on April 3, 2014, the Parties entered the First Revised Water Transmission Service Contract, which superseded and replaced the 1983 Water Transmission Service Contract, the term of which is set to expire on December 31, 2019.

WHEREAS, effective December 31, 2019, the Parties entered into an Amendment to Extend Term of April 3, 2014, First Revised Water Transmission Service Contract (“Amendment to Extend”), which extended the term of the First Revised Water Transmission Service Contract through December 31, 2021, with a single one-year automatic extension of the term, and

established that the First Revised Water Transmission Service Contract will automatically expire on the effective date of the termination of the Authority under the terms of the Establishing Contract;

WHEREAS, each City desires to continue to receive, and the Authority desires to continue to furnish, water transmission service by means of the Authority's Extension Pipeline Project on the terms and conditions herein set forth in the First Revised Water Transmission Service Contract, as previously amended and as amended herein.

WHEREAS, prior to the expiration of the term set forth in the Amendment to Extend, the Parties wish to further amend the First Revised Water Transmission Service Contract for a longer period, with express automatic extensions as described, below.

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, the Authority and each City agree as follows:

1 Extended Term: Section 1 of the First Revised Water Transmission Service Contract, as amended by the December 31, 2019, Amendment to Extend is hereby amended as follows:

Section 1: Term of Contract. The term of this Contract shall be from the Effective Date through December 31, 2027. Each Party's respective City Council agrees that the term may be extended through up to two five - year extensions if each such extension is administratively approved by both the General Manager of Aurora Water and the Chief Executive Officer of Colorado Springs Utilities, or their designees, and unless this Contract is not otherwise extended, amended, or terminated in writing by mutual agreement of the Parties. Further, the term of this Contract will automatically expire on the effective date of the termination of the Authority under the terms of the Establishing Contract.

2. Except as hereby expressly amended, the terms of the First Amended Water Transmission Service Contract are continued in full force and effect.

IN WITNESS WHEREOF, the Authority and the Cities have caused this instrument to be executed on the dates set forth below.

**{Signatures on following pages}**

**CITY OF COLORADO SPRINGS**

By: \_\_\_\_\_  
President of City Council

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR THE CITY OF COLORADO SPRINGS, COLORADO,

\_\_\_\_\_  
Michael Gustafson, Senior Attorney

\_\_\_\_\_  
Date

DRAFT

**CITY OF AURORA, COLORADO,  
ACTING BY AND THROUGH ITS  
UTILITY ENTERPRISE**

\_\_\_\_\_  
Mike Coffman, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kadee Rodriquez, City Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR AURORA:

\_\_\_\_\_  
Ian Best, Assistant City Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
ACS #

\_\_\_\_\_  
John M. Dingess, Special Counsel

\_\_\_\_\_  
Date

**AURORA-COLORADO SPRINGS JOINT WATER AUTHORITY**

By: \_\_\_\_\_  
President

\_\_\_\_\_  
Date

Attest:

By: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

STATE OF COLORADO            )  
  )ss.  
COUNTY OF \_\_\_\_\_        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, President on behalf of the Aurora-Colorado Springs Joint Water Authority.

Witness my hand and official seal

\_\_\_\_\_  
Notary Public

SEAL

My Commission Expires: \_\_\_\_\_

