

EXHIBIT B
Intergovernmental Agreement with Southwest Metropolitan Water and Sanitation District

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this 26 day of May, 2023 by and between the Southwest Metropolitan Water and Sanitation District, a quasi-municipal corporation and political subdivision of the State of Colorado, (“Southwest”) and the Santa Fe Park Metropolitan District Nos. 1-4, (collectively “Metro Districts”), Southwest and the Metro District are hereinafter sometimes referred to as a “Party” and/or the “Parties”.

RECITALS

WHEREAS, the Metro Districts were organized to provide those services and to exercise those powers as more particularly set forth in the Metro Districts Consolidated Service Plan dated August 17, 2021 as approved by the City Council of the City of Littleton, Colorado on August 17, 2021 by Resolution No. 27, Series 2021 (“Service Plan”); and

WHEREAS, the Overlapping Consent Resolution, adopted by Southwest makes reference to and requires the execution of an intergovernmental agreement between Southwest and the Metro Districts; and

WHEREAS, Southwest and the Metro Districts have determined it to be in the best interest of their respective taxpayers, residents and property owners to enter into this Agreement.

NOW, THEREFORE, for and in consideration of the covenants and mutual agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

COVENANTS AND AGREEMENTS

Section 1. Application of Southwest Rules and Regulations. The Metro Districts hereby acknowledges that the property within its boundaries shall be subject to all of the rules, regulations, procedures, requirements, engineering standards, and specifications of Southwest, including without limitation, all rules, regulations, engineering standards and specifications relating to the provision of water and sanitary sewer service and the construction of water and sanitary sewer facilities. In the event of a conflict between Southwest’s rules, regulations, policies, requirements, engineering standards and specifications, and those of the Metro Districts, Southwest’s shall control.

Section 2. Limited Water and Sewer Service Authority. As regards potable water and sanitary sewer service authority, the Metro Districts hereby agree and

acknowledge that they are organized for the limited purpose of financing, acquiring, and constructing certain potable water and sanitary sewer facilities for ultimate transfer and conveyance to Southwest. Except for the limited period of time between completion of construction and final acceptance by Southwest, the Metro Districts are not intended to have the authority to operate, maintain, repair or replace any potable water or sanitary sewer facilities, nor are the Metro Districts intended to construct, finance or acquire any potable water or sanitary sewer facilities outside its boundaries except as specifically necessary to serve the needs of the Metro Districts community.

Section 3. Termination of Authority. Except for the Metro Districts limited irrigation service authority, the Metro Districts power and authority to finance, construct and/or acquire potable water and sanitary sewer service facilities shall automatically terminate at such time as the Metro Districts have dedicated and conveyed to Southwest the potable water and sanitary sewer facilities contemplated by the Service Plan and the same have been finally accepted by Southwest. Nothing herein contained, however, shall preclude or prevent Southwest from enforcing any rights Southwest has against the Metro Districts under any application and agreement for extension of mains or any other agreement entered into between Southwest and the Metro Districts.

Section 4. Priority of Rules and Regulations. The Metro Districts hereby agree that the rules, regulations, policies, procedures, engineering standards and specifications of Southwest pertaining to the provision of potable water and sanitary sewer service and facilities shall supersede and have priority over those, if any, of the Metro Districts. Further, in the event of a conflict between the rules, regulations, policies, procedures, requirements, standards and specifications of Southwest and those of the Metro Districts, Southwest's shall control.

Section 5. Rates and Charges. The Metro Districts shall not in any way interfere with or otherwise preclude or prevent Southwest from enforcing and collecting any rate, fee, toll, charge or property tax, including but not limited to any rates, fees, tolls, charges or taxes that are imposed within the area of Southwest overlapped by the Metro Districts. Any lien that Southwest has for any reason, including but not limited to, non-payment of rates, fees, tolls or charges shall have priority over any lien imposed by the Metro Districts.

Section 6. Inclusion of Territory. As long as the Metro Districts possess potable water and sanitary sewer service authority, even of the limited nature specified herein, they agree that they shall not expand or otherwise include additional property within their boundaries without Southwest's prior written consent.

Section 7. Amendment. This Agreement may be amended, modified, changed or terminated in whole or in part only by a written agreement duly authorized and executed by the Parties hereto and without amendment to the Service Plan.

Section 8. Enforcement. The Parties agree that this Agreement may be enforced in law or in equity for specific performance, injunction or other appropriate relief including damages, as may be available according to the laws and statutes of the State of Colorado.


Section 9. Third Party Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the responsibilities and rights of and between the named Parties and is not intended to and shall not be deemed to confer any rights upon any person or entity not named as a Party.

Section 10. Assignability. Other than as specifically provided for in this Agreement, neither Southwest nor the Metro Districts shall assign their rights or delegate their duties hereunder without the prior written consent of the other Party.

Section 11. Successors and Assigns. Subject to paragraph 10 above, this Agreement and the rights and obligations created hereby shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

**SOUTHWEST METROPOLITAN
WATER AND SANITATION DISTRICT**

By: 
Charles Hause, President

Attest: 
George E. Hamblin, Jr.,
Secretary/Treasurer

**SANTA FE PARK METROPOLITAN
DISTRICT NO. 1**

By: 
Ben Both (May 8, 2023 05:20 MDT)
President

Attest: 
Tim Westbrook (May 5, 2023 16:02 MDT)
Secretary

**SANTA FE PARK METROPOLITAN
DISTRICT NO. 2**

By: Ben Both
Ben Both (Sep 19, 2023 12:07 MDT)

President

Attest:

Tim Westbrook
Tim Westbrook (Sep 19, 2023 15:52 MDT)

Secretary

**SANTA FE PARK METROPOLITAN
DISTRICT NO. 3**

By: Ben Both
Ben Both (May 8, 2023 05:20 MDT)

President

Attest:

Tim Westbrook
Tim Westbrook (May 5, 2023 16:02 MDT)

Secretary

**SANTA FE PARK METROPOLITAN
DISTRICT NO. 4**

By: Ben Both
Ben Both (Sep 19, 2023 12:07 MDT)

President

Attest:

Tim Westbrook
Tim Westbrook (Sep 19, 2023 15:52 MDT)

Secretary