

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR  
POTABLE WATER INTERCONNECT**

**BETWEEN THE CITY OF GREELEY, COLORADO  
AND NORTH WELD COUNTY WATER DISTRICT  
AND EAST LARIMER COUNTY WATER DISTRICT**

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR POTABLE WATER INTERCONNECT (“Amendment”) is entered into as of \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between **THE CITY OF GREELEY**, Colorado, a home rule municipality (“Greeley”) and **NORTH WELD COUNTY WATER DISTRICT, acting by and through the North Weld County Water District Enterprise** (“North Weld”) and **EAST LARIMER COUNTY WATER DISTRICT, acting by and through the East Larimer County Water District Water Activity Enterprise** (“ELCO”), water activity enterprises of special districts organized under Title 32, Article 1, Colorado Revised Statutes (jointly, “Districts”) (Greeley and the Districts are collectively referred to as “Parties” and individually as “Party”).

WHEREAS, pursuant to C.R.S. § 29-1-203, governmental entities may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the following cooperating units of government; and

WHEREAS, in accordance with Greeley Municipal Code § 2-186, Greeley has the authority to enter into cooperative or joint activities with other governmental bodies by intergovernmental agreement; and

WHEREAS, Greeley and the Districts previously entered into that certain Intergovernmental Agreement for Potable Water Interconnect, dated October 14, 2019 (“2019 IGA”);

WHEREAS, Greeley and Districts entered into the 2019 IGA to set forth the terms and conditions on which the Parties would cooperate on the design, construction, operation, repair, and maintenance of three interconnections, specifically: the Mason Interconnect, Mulberry Interconnect, and Lemay Interconnect; and

WHEREAS, after executing the 2019 IGA, Greeley and North Weld have determined that the development of an additional interconnect is desirable and wish to cooperate with one another in the design, construction, operation, repair, and maintenance of an additional shared interconnection under substantially the same terms and conditions as set forth in the 2019 IGA and as set forth more fully below; and

WHEREAS, Greeley and the Districts are neighboring water providers and believe it to be in the best interest of all Parties and their constituents to provide for an interconnection between their respective potable water treatment and distribution systems to facilitate potential cooperation

in treating and delivering water in the event of a disruption of water service adversely impacting any Party as a result of emergencies and/or operational disruptions; and

WHEREAS, Greeley and Districts desire to reduce their understandings, and the terms and conditions of this Amendment, in writing as set forth below;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, and in further consideration of the mutual covenants contained herein, Greeley and each of the Districts agree as follows:

- 1) **DEFINITIONS.** Paragraph 1 (Definitions) of the 2019 IGA is amended to modify the definition of certain terms and to add additional defined terms, as set forth below. The definition of any capitalized term used in this Amendment but not defined in this paragraph shall have the meaning set forth in the 2019 IGA.
  - a) Delivery Point (§1.E, 2019 IGA): The location of a physical interconnect between the Greeley Potable Water System and the Districts' Potable Water System at which a Providing Party delivers potable water to the Requesting Party regardless of whether such delivery point is at the Mason Interconnect, the Mulberry Interconnect, the Lemay Interconnect, or the Harmony Interconnect.
  - b) Engineering Data (§1.J, 2019 IGA):
    - i) Existing schematics, data, know-how, and other information reasonably necessary for the proper operation, maintenance, and repair of the Mason Interconnect, Mulberry Interconnect, Lemay Interconnect, and Harmony Interconnect.
    - ii) Existing and future schematics, data, know-how, and other information reasonably necessary for the proper design and construction of the Mason Interconnect and the Harmony Interconnect.
    - iii) Existing or future schematics, data, know-how, and other information that the Parties voluntarily elect to exchange between themselves related to either the Greeley Potable Water System and/or the Districts' Potable Water System.
  - c) Interconnects (New Term): Collectively, the Mason Interconnect, the Mulberry Interconnect, the Lemay Interconnect, and the Harmony Interconnect.
  - d) Terry Ranch Water Line Easement (New Term): Greeley's to-be-acquired, non-exclusive 2,700-foot (approx.) length easement for the Terry Ranch water line across property located to the southeast of the intersection of Weld County Rd. 74 (Harmony Road) and Latham Parkway (Weld County Rd. 13) in Weld County, Colorado, as generally depicted on **Exhibit D** attached hereto and incorporated herein by reference.
  - e) Harmony Interconnect (New Term): The piping, valves, meter vault, and related infrastructure to be installed connecting Greeley's 60-inch Bellevue water line, Greeley's 36-inch Terry Ranch water line, and North Weld's 24-inch water line at a point of connection located within property to the southeast of the intersection of Harmony Road (County Rd. 74) and Latham Boulevard in Windsor, Colorado, as generally depicted upon **Exhibit D** attached hereto and incorporated herein by reference.

- 2) **INTENT OF AMENDMENT.** The Parties acknowledge that the purpose of this Amendment is to amend the 2019 IGA to provide for the design, installation, operation, maintenance, repair of and payment for the Harmony Interconnect under the terms and conditions set forth in the 2019 IGA and as amended in this Amendment. This Amendment is not intended to and should not be construed to modify the terms and conditions of the 2019 IGA pertaining to the Mason Interconnect, the Mulberry Interconnect, and the Lemay Interconnect. Upon completion of the Harmony Interconnect, the Harmony Interconnect shall operate as a Delivery Point under the terms of the 2019 IGA.
- 3) **FEES, PAYMENT TERMS, AND CONSTRUCTION AND DESIGN OF THE HARMONY INTERCONNECT.**
- i) **POINT OF CONNECTION.** As of this Amendment, the Terry Ranch Water Line Easement has not been finalized, and the Terry Ranch water line has not been constructed. If Greeley has not acquired the necessary property interests in the Terry Ranch Water Line Easement by August 30, 2023, Greeley and North Weld will re-evaluate the point of connection for the Harmony Interconnect and will select an alternate point of connection and/or an alternate project design no later than December 31, 2023. If the selection of an alternative connection or design requires material changes to the design of the Harmony Interconnect as set forth in **Exhibit E**, Greeley and North Weld will further amend this Amendment in writing for the sole purpose of modifying the terms on which the Harmony Interconnect will be designed and constructed, and costs therefore allocated at the alternative point of connection.
- ii) **PROCUREMENT.** North Weld shall be responsible for the early procurement of the materials necessary to construct the Harmony Interconnect as set forth in **Exhibit E**, Drawing C-401. North Weld shall also be responsible for the procurement of the materials identified in **Exhibit E**, Drawings PP-101, PP-201, PP-202, and C-501. All other materials will be procured by Reynolds Construction pursuant to Greeley's and Reynolds Construction's Terry Ranch Construction Contract.
- iii) **FEES; PAYMENT TERMS.**
- (1) **Design and construction.** North Weld and Greeley shall be responsible for construction material costs and labor costs as set forth in **Exhibit E**. To the extent not otherwise specified in **Exhibit E**, Greeley and North Weld will evaluate design and construction cost allocations on a case-by-case basis, with the understanding that Greeley will generally be responsible for construction and material costs associated with the 36-inch Terry Ranch water line and Greeley's connection gate valve identified on **Exhibit E**, Drawing PP-101, and North Weld will generally be responsible for construction and materials costs associated with those project components located to the east of Greeley's connection gate valve.
- (2) **Operation.** After the Harmony Interconnect has been constructed and is operational, Greeley shall be responsible for operating, repairing, and maintaining

the 36-inch Terry Ranch water line and Greeley's connection gate valve identified on **Exhibit E**, Drawing PP - 101. North Weld shall be responsible for operating, repairing, and maintaining the components of the Harmony Interconnect located east of the Greeley's connection gate valve.

- (3) **Reimbursement.** Promptly following the receipt of invoices for expenses incurred during the design and construction of the Harmony Interconnect under this Amendment, Greeley and North Weld (as applicable) will invoice the other party for reimbursement of costs and expenses as set forth in this Amendment and **Exhibit E**. Invoices must be paid within 30 days of receipt. Except as provided herein, all other costs and fees will be allocated among the Parties in accordance with the 2019 IGA.

iv) **CONSTRUCTION AND DESIGN.**

- (1) **Acquisition of property interests.** As of this Amendment, Greeley and North Weld have not finalized the acquisition of all property interests necessary to construct, operate, maintain, repair, replace, and remove the Harmony Interconnect, including the Terry Ranch Water Line Easement. Greeley will diligently pursue and be responsible for acquiring the Terry Ranch Water Line Easement. Once Greeley has acquired the necessary property interests in the Terry Ranch Water Line Easement, Greeley and North Weld will enter into a separate agreement to the extent necessary granting North Weld the right to use those property interests for the purpose of locating, installing, constructing, operating, repairing, replacing, and removing any permanent infrastructure and facilities within that area in accordance with this Amendment. Greeley will also convey through a bill of sale the infrastructure that has been constructed within the Terry Ranch Water Line Easement for North Weld's use. In exchange for granting North Weld use of those property interests, North Weld shall pay Greeley its pro rata share of the fair market value of the property interests acquired by Greeley on its behalf, which pro rata share will be equal to 50% of the value of the area of the Terry Ranch Water Line Easement between the point of connection and Greeley's connection gate valve.
- (2) **Construction.** Greeley and North Weld will proceed to final design and construction substantially in accordance with the corresponding design shown in **Exhibit E**. Greeley shall have decision-making authority, management, and control over the contractor(s) selected to construct the Harmony Interconnect. Greeley shall make a good faith effort to incorporate feedback, suggestions, and input from North Weld concerning construction of the Harmony Interconnect and shall consult with the design engineer as appropriate during construction of the Harmony Interconnect. In the event the Greeley and North Weld reach an impasse concerning the design or construction of the Harmony Interconnect, where said impasse has a monetary value in excess of ten percent (10%) of the total construction and design cost of the Harmony Interconnect, within fifteen (15) days of reaching said impasse, North Weld, Greeley, and Ditesco Project and Construction Services, shall appoint one (1) representative and the three (3) representatives shall vote as to the preferred

design and/or construction solution to the impasse based on best engineering judgment. For the sake of avoiding delays in construction or design completion, Greeley and North Weld agree to promptly instruct the design consultant and/or construction contractor, as appropriate, to implement the solution receiving a simple majority of the representatives' votes. If any Party desires a change in the design or construction of the Harmony Interconnect that is solely for the operational benefit of that Party and will not materially injure the rights or infrastructure of the other Parties, the Party desiring such a change may elect to pay one hundred percent (100%) of the costs associated with such a change and proceed forward regardless of any representative vote. Notwithstanding any provision in this subsection, the Parties' rights to pursue any legal course of action shall not be relinquished, waived, abridged or curtailed.

- 4) **NO ADDITIONAL AMENDMENTS.** Except as expressly stated in this Amendment, all other terms of the 2019 IGA and any Exhibits thereto are not modified by the terms of this Amendment.
- 5) **ENTIRE AGREEMENT.** The 2019 IGA, this Amendment, and any Exhibits thereto constitute an integrated agreement and constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

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**IN WITNESS WHEREOF**, the Parties have authorized and executed this First Amendment to Intergovernmental Agreement for Potable Water Interconnect as of the Effective Date first written above.

**THE CITY OF GREELEY, COLORADO**

By: \_\_\_\_\_  
Raymond Lee, City Manager

**AS TO LEGAL FORM:**

**AS TO AVAILABILITY OF FUNDS:**

By: \_\_\_\_\_  
City Attorney

By: \_\_\_\_\_  
Director of Finance

DRAFT

**North Weld County Water District,  
acting by and through the North Weld  
County Water District Enterprise**

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

President

**East Larimer County Water District,  
acting by and through the East Larimer  
County Water District Water Activity Enterprise**

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

President

DRAFT

**EXHIBIT D**

Depiction of Harmony Interconnect

[To be attached]

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**EXHIBIT E**

Drawings

[To be attached]

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