

**FIRST AMENDMENT**  
**to**  
**INTERGOVERNMENTAL AGREEMENT**

**THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT** (“Amendment”) is made and entered into as of the Effective Date (as hereinafter defined) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver”), and the **CITY OF AURORA, COLORADO**, a Colorado municipal corporation of the Counties of Adams, Arapahoe, and Douglas, acting by and through its Utility Enterprise (“Aurora”).

**RECITALS**

**A.** Denver and Aurora entered into that certain Intergovernmental Agreement, dated August 7, 2018 (the “Agreement”), concerning the provision of sanitary sewer service on the terms and conditions set forth and described therein.

**B.** The Parties have determined that the peak capacity of the GWLS (as defined in the Agreement) is less than anticipated and therefore wish to amend the Agreement as set forth herein.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Denver and Aurora each hereby promise and agree as follows:

**1.** Defined Terms. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.

**2.** Acknowledgements Concerning Transfer of Tower Road Line. The Parties hereby acknowledge that (1) ownership and control of the Tower Road Line has been transferred from DEN to Denver as contemplated in the Agreement, (2) the License for Use of Sewer Line Capacity, dated November 1, 2018, between DEN and Aurora has been terminated, (3) the condition described in Section 3(A) of the Agreement regarding the transfer of the Tower Road Line has been satisfied, and (4) the terms and conditions regarding Aurora’s use of the Tower Road Line shall be governed by the Agreement, as amended by this Amendment.

3. GWLS Capacity. The last sentence of Section 1(A) of the Agreement is hereby amended to read as follows:

Any additional GWLS capacity resulting from Phased Improvements constructed by Aurora will be available for Aurora use as long as within limits as set forth in Section 3B and as long as Denver continues to have the GWLS capacity available to convey all Denver developed flows up to the maximum existing capacity of 2.88 million gallons per day (MGD).

4. Disconnection Date. Section 1(E) of the Agreement is hereby amended to read as follows:

Aurora shall use its best efforts to develop sanitary sewer conveyance infrastructure, and disconnect fully from the Denver Infrastructure on or before August 7, 2025.

5. Maximum Flow Rate. Section 3(B) of the Agreement is hereby amended to read as follows:

Provide for the transportation of all sanitary sewage generated or arising from within the Service Area from the point of the Interconnections with the Denver Infrastructure to the point of connection to the lines and facilities of Metro Sewer up to a maximum of the lesser of (i) 1.4 million gallons per day average (1.4 MGD), or (ii) four (4) million gallons per day peak (4 MGD). For example, if the average flow is 1.2 MGD and the peak day flow is 4 MGD, the maximum will have been reached. Aurora's exceeding the maximum flow rate shall be considered a material breach of this Agreement entitling Denver to any and all remedies therefor at law or in equity, including without limitation, the restriction on further connections by Aurora as provided for under Section 3(C) below.

6. Term. The first sentence of Section 5(A) of the Agreement is hereby amended to read as follows:

The term of this Agreement ("Term") shall be for seven (7) years beginning as of August 7, 2018 and expiring on August 7, 2025.

7. Substitution of Exhibit B. Exhibit B to the Agreement is hereby superseded and replaced by Exhibit B-1 attached to this Amendment for all purposes from and after the Effective Date of this Amendment.

8. Ratification. Except as herein amended, the Agreement is affirmed and ratified in each and every particular.

9. Effectiveness. This Amendment will not be effective or binding on Denver until it has been fully executed by all required signatories of the City and County of Denver, and if

required by Charter, approved by the City Council. As used herein, the “Effective Date” shall mean the date set forth on Denver’s signature page to this Amendment.

**10.** Execution. This Amendment may be signed in counterparts, each of which shall be deemed an original and all of which together constitute one and the same Amendment. Each Party hereby consents to the use of electronic signatures by the other Party. This Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the Parties. The Parties agree not to deny the legal effect or enforceability of the Amendment solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**[SIGNATURE PAGES FOLLOW]**

**Contract Control Number:**  
**Contractor Name:**

DOTI-202159224-01[201842244-01]  
CITY OF AURORA

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at  
Denver, Colorado as of:

**SEAL**

**CITY AND COUNTY OF DENVER:**

**ATTEST:**

By:

\_\_\_\_\_

\_\_\_\_\_

**APPROVED AS TO FORM:**

**REGISTERED AND COUNTERSIGNED:**

Attorney for the City and County of Denver

By:

By:

\_\_\_\_\_

\_\_\_\_\_

By:

\_\_\_\_\_

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

Mike Coffman  
Mike Coffman, Mayor

11/29/2021  
Date

ATTEST:

Kadee Rodriguez  
Kadee Rodriguez, City Clerk

11-30-21  
Date

APPROVED AS TO FORM FOR AURORA:

Ian J Best  
Assistant City Attorney

9/17/21  
Date

18033973  
ACS #

STATE OF COLORADO    )  
  ) ss  
COUNTY OF ARAPAHOE )

The foregoing instrument was acknowledged before me this 29 day of November, 2021, by Mike Coffman, Mayor, acting on behalf of the Utility Enterprise of the City of Aurora, Colorado.

Witness my hand and official seal. Leiana Baker  
Notary Public

My commission expires: 7-28-25

(SEAL)

LEIANA BAKER  
NOTARY PUBLIC - STATE OF COLORADO  
Notary ID #20014021606  
My Commission Expires 7/28/2025

### Exhibit B-1: GWLS Improvements

Phase	Action	Estimated Timing	Gateway LS Peak Conveyance Capacity	Approx. Capital Cost**
1	Initial Improvements: Install flow meter and provide level sensor.	Prior to Gateway Lift Station connection	2.88 mgd	\$20k
2	Install 3 <sup>rd</sup> Forcemain Connection point	3 Q 2018 or 2019	2.88 mgd	\$100k
2b	Upsizing the 6" flow meter to a 12" flow meter	Q2-Q3 2021	3.51 mgd	\$75k
3	Build 3 <sup>rd</sup> Parallel Gateway Force Main (3700 LF, 16" dia.)	Begin implementing phase when metered flows are at 50% of previous phase capacity. No additional connections allowed when the station reaches 70% capacity.	~4.20 mgd	~\$2M
4	Add Pumping Capacity to Gateway LS	Begin implementing phase when metered flows are at 50% of previous phase capacity. No additional connections allowed when the station reaches 70% capacity.	~7.2 mgd	~\$1.6M