

INTERGOVERNMENTAL AGREEMENT
SOUTH PLATTE RIVER BASIN PROJECTS PARTNERSHIP
(Town of Castle Rock and Central Colorado Water Conservancy District)

This **INTERGOVERNMENTAL AGREEMENT – SOUTH PLATTE RIVER BASIN PROJECTS PARTNERSHIP** (“the Agreement”) is made and entered into this 17th day of September 2024, by and between the **CENTRAL COLORADO WATER CONSERVANCY DISTRICT**, a water conservancy district organized and existing pursuant to the provisions of Water Conservancy District Act of the Colorado Revised Statutes (“Central”) and the **TOWN OF CASTLE ROCK**, a Colorado home rule municipality (“Town”). Central and the Town may be referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, each Party is a political subdivision of the State of Colorado authorized and empowered to supply water for all beneficial uses, including augmentation and exchange, and to provide all necessary property, diversion works, reservoir, treatment works and facilities, equipment, and appurtenances incident thereto;

WHEREAS, each Party owns and operates water rights and water delivery and supply systems for the benefit of its current and future customers, constituents, lessees, and contractees;

WHEREAS, the Parties desire to cooperate on projects designed to promote the reliability and stability of their respective water supplies used within the South Platte River basin, including but not limited to through the development and improvement of storage, pipelines and other water infrastructure; leases, trades, or other conveyances of water rights; or new appropriations of water rights (“Projects”); and

WHEREAS, the Parties desire to enter into this Agreement to set forth a framework under which the Parties agree to cooperatively explore potential partnership opportunities in any Projects.

AGREEMENT

NOW THEREFORE, the Parties, in and for the consideration of the performance of the mutual promises set forth herein, the adequacy of which is hereby acknowledged, for themselves and their successors, do hereby agree as follows.

1. Cooperation. The Parties will in good faith engage and cooperate to review and analyze the feasibility of one or more proposed Projects, to the extent that a Project may be mutually beneficial to each Party in their sole discretion.
2. Information Sharing. As necessary to the Parties’ review and analysis of a proposed Project(s), the Parties will develop and share information regarding the proposed Project(s), which may include but is not limited to information, documents, and materials related to water rights, infrastructure, and water administration; factual, legal, and technical analysis; and

written and verbal communications between the Parties, their representatives, and consultants (“Shared Information”). Some or all of the Shared Information may be protected from disclosure to adverse or other persons or entities as a result of the attorney-client privilege, common interest doctrine, or other applicable privileges, protections, or immunities. The Parties agree that any information sharing under this Agreement is not intended to and does not waive or diminish the confidentiality of the Shared Information or its continued protection under any applicable privilege, protection, or immunity. The Parties will not disclose the Shared Information to any third party, except as may be required by law, and will not use the Shared Information for any purpose other than as permitted under this Agreement.

3. Costs. Unless otherwise agreed to in writing, the Parties will bear their own costs for activities undertaken pursuant to this Agreement.

4. Subsequent Agreements Required. Should the Parties agree to partner on a Project, the Parties will negotiate and, if negotiations are successful, enter into an agreement setting forth the terms on which the Project will proceed (“Participation Agreement”). The Parties anticipate that a Participation Agreement will be negotiated and entered into for each Project.

5. Project Concepts. This Agreement does not commit the Parties to pursuing any particular Project(s); however, the Parties anticipate that future proposed Projects may include:

5.1. A contract trade of water rights currently owned by Central in Chatfield Reservoir for the Town’s recharge credits available in the vicinity of the Weldon Ditch headgate;

5.2. Cooperation on the development, design, permitting, construction, and/or operation of reservoir on the South Platte River near Kersey;

5.3. A contract trade of water available at the Kersey reservoir for Central’s water stored in Chatfield Reservoir;

5.4. Cooperation on the development, design, permitting, construction, and/or operation of a pipeline to transport water located in the Lost Creek Designated Basin to the South Platte River near Kersey;

5.5. Acquisition of senior water rights (e.g., ditch company shares) on the South Platte River at or near the confluence with the Cache la Poudre River, and then lease of that water to Central;

5.6. Cooperation on the development, design, permitting, construction and/or operation of a pipeline to transport water from Chatfield Reservoir to Reuter-Hess Reservoir;

5.7. Storage of Central’s Chatfield Reservoir water right in the Town’s storage capacity in Reuter-Hess Reservoir; and/or

5.8. Any other Project(s) conceptualized after the date of this Agreement.

6. General Provisions.

6.1. Term. This Agreement will remain in full force and effect, unless terminated by either Party upon written notice to the other Party. In the event of termination, neither Party will have any continuing rights or obligations that survive termination of this Agreement. Termination of this Agreement will not affect the validity of any Participation Agreement(s).

6.2. Annual Appropriations. Any future expenditure of funds by either Party is subject to the annual appropriations of each Party for such purpose. No debt or multiple fiscal year financial obligation is created by this Agreement.

6.3. Relationship of Parties. This Agreement does not and will not be construed as creating a relationship of joint ventures or partnership between the Parties. Neither Party is granted the right or authority to act on behalf of or bind the other Party.

6.4. Modification. This Agreement may be modified, amended, changed, or terminated, in whole or in part, only by an agreement in writing duly authorized and executed by the Parties.

6.5. Integration. This Agreement contains the entire agreement between the Parties and no statement, promise or inducement made by any Party or the agent of any Party that is not contained in this Agreement shall be valid or binding.

6.6. Severability. Invalidation of any of the provisions of this Agreement or of any section, sentence, clause, phrase or work herein, or the application thereof in any given circumstance, will not affect the validity of any other provision of this Agreement.

6.7. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Agreement.

6.8. Governing Law and Venue. This Agreement is governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof will be brought in Douglas County, Colorado.

6.9. No Waiver of Governmental Immunity. The Parties, their directors, officers, agents and employees are relying upon and do not waive or abrogate or intend to waive or abrogate by any provision of this Agreement the monetary limitations or any other rights immunities or protections afforded by the Colorado Governmental Immunity Act, C.R.S §24-10-101 et seq., as the same may be amended.

6.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be an original, but all of which when taken together constitutes one Agreement. In addition, the Parties agree to recognize signatures of this Agreement transmitted by telecopy or email as if they were original signatures.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the date set forth herein as evidenced by signature of each of the Parties.



CENTRAL COLORADO WATER CONSERVANCY DISTRICT

Ralph J. Anders

Ralph Anders, President

ATTEST

[Signature]

Secretary

ATTEST:

TOWN OF CASTLE ROCK,
acting by and through the Town of Castle Rock
Water Enterprise

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Mark Marlowe, Director of Castle Rock Water