

**PUBLIC WORKS DEPARTMENT MEMORANDUM
#21-2026**

DATE: Sept. 14, 2026

TO: Honorable Mayor Meredith Leighty and City Council Members

THROUGH: Jason Loveland, Acting City Manager 

FROM: Sarah Borgers, Director of Public Works 

SUBJECT: CR-114 – 2026 Water Rights Engineering Services Contract Addendum #1

PURPOSE

To consider CR-114, a resolution approving Addendum #1 to the contract with Element Water Consulting, Inc. for water rights engineering services.

BACKGROUND

The City of Northglenn relies on water rights engineering consultants to provide engineering support for the administration of Northglenn's water rights, provide expert testimony and technical support in water court, and support long-range water supply planning efforts.

Element Water Consulting, Inc. has been Northglenn's primary water rights engineering consultant since 2021. The firm has represented Northglenn on a variety of water rights matters and supported the original Integrated Water Resources Plan for the City.

In 2026, Element Water Consulting, Inc. continues to provide high-quality technical support, including water rights evaluations, expert witness services, and water accounting support. In addition to this work, the firm is helping the City ensure water supplies are available during the ongoing drought conditions. The firm has also made initial progress in updating the Integrated Water Resources Plan and the Water Efficiency Plan.

To maintain progress in updating the City's water supply plans and to support the protection of the City's water supply, Addendum #1 would increase the contract amount by \$100,000. Because this is an annual contract, any funds not spent this year will return to the Water Fund balance. Staff intends to bring forward an annual contract for this continued work in 2027.

BUDGET/TIME IMPLICATIONS

Funding is available in the Water Fund.

STAFF RECOMMENDATION

Staff recommends approval of CR-114, a resolution that would authorize the Mayor to execute Addendum #1 to the agreement between the City and Element Water Consulting, Inc. for water rights engineering services in the amount of \$100,000, for a total contract amount not to exceed \$300,000.

STAFF REFERENCE

If Council members have any questions, please contact Sarah Borgers, Director of Public Works, at sborgers@northglenn.org or 303.450.4005.

ATTACHMENT

1. 2026 Water Rights Engineering Services Contract

CR-114 – 2026 Water Rights Engineering Services Contract Addendum #1

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-127
Series of 2025

25-125
Series of 2025

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ELEMENT WATER CONSULTING, INC. FOR WATER AND WATER RIGHTS ENGINEERING SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and ELEMENT Water Consulting, Inc., attached hereto, in an amount not to exceed \$200,000.00 for water and water rights engineering services, is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this 1st day of December, 2025.


MEREDITH LEIGHTY
Mayor

ATTEST:


JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:


COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 15th day of December 2025 by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and ELEMENT Water Consulting Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of them and payment for the work.

IV. COMPENSATION

A. In consideration for the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed two hundred thousand dollars (\$200,000). Payment shall be made in accordance with the schedule of charges in Exhibit B which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant

to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work, including time of performance, which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby represents that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs to the extent caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

F. Consultant shall not be in default of its obligations if performance is prevented or delayed by an existing or future *force majeure* condition or any other cause beyond the reasonable control of a party to this Agreement including, without limitation, act of government, act of God, act of City or City's contractor, meteorological phenomenon, power failures or blackouts, strike, shortage of labor or materials, insurrection, embargo, fire, flood, earthquake, electromagnetic interference, explosion, riot, wars or armed conflicts,

G. **Absent willful and wanton misconduct conduct**, the performance of Consultant's services shall not subject the personnel of either party to any personal legal exposure for Project risks, each party waiving such claims and covenanting that any claim shall be made against only a party and not against any of its personnel.

VIII. INDEMNIFICATION

A. **INDEMNIFICATION – GENERAL:** The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, the Consultant, to the fullest extent permitted by law and to the extent caused by Consultant, shall defend, indemnify and hold harmless the City, its Council members, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent caused by the services rendered by Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify, defend, or save harmless the City, its Council members, its officers, agents and employees from damages resulting from the negligence or other fault of the Council members, officials, officers, directors, agents and employees.

B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall, to the fullest extent permitted by law and to the extent caused by Consultant, defend, indemnify and hold harmless the City, its Council members, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify, defend, or hold harmless the City for the negligent acts or other fault of the City, its Council members, or any of its officials, officers, directors, agents and employees.

C. **INDEMNIFICATION – COSTS:** Consultant shall, to the fullest extent permitted by law, defend, investigate, handle, respond to, and provide defense for and defend against, any such liability,

claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant shall, to the fullest extent permitted by law, defend and bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its Council members, officials, officers, directors, agents and employees or others for whom the City is legally liable.

D. To the extent this Agreement is subject to C.R.S. § 13-50.5-102(8), Contractor's liability under this provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to defend, indemnify and hold harmless the City may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement of the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. INSURANCE

A. Consultant agrees to obtain and maintain during the life of this Contract, a policy or policies of insurance against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to obtain or maintain during the life of this Contract insurance in sufficient amounts, durations, or types.

B. Consultant shall obtain and maintain during the life of this Contract and shall cause any subcontractor of Consultant to obtain and maintain during the life of this Contract, the minimum insurance coverages listed below. Such coverages shall be obtained and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's Compensation Insurance to cover obligations imposed by applicable law for any employee engaged in the performance of the work under this Contract, and Employers Liability Insurance with minimum limits of five hundred thousand dollars (\$500,000) each incident, five hundred thousand dollars (\$500,000) disease - policy limit, and five hundred thousand dollars (\$500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance on projects over \$1,000,000 with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the

City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Risk Manager
11701 Community Center Drive
Northglenn, Colorado 80233-8061

D. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

E. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

F. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently three hundred fifty thousand dollars (\$350,000) per person and nine hundred ninety thousand dollars (\$990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §§ 24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers, or its employees.

X. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XI. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and paid for and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all expenses and work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIII. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XIV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XV. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by a party shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVI. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated.

XVIII. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Contractor: ELEMENT Water Consulting Inc
12596 West Bayaud Ave, Suite 330
Lakewood, CO 80228

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: Meredith Leighty
Meredith Leighty
Print Name

ATTEST:

Johanna Small, MMC 12/01/2025 Mayor
City Clerk Date Title

APPROVED AS TO FORM:

Corey Y. Hoffmann 12/1/2025
City Attorney Date

CONTRACTOR:

By: Beorn Courtney
Beorn Courtney
Print Name
President 11/18/25
Title Date

ATTEST:

By: Phaypa
Renée Harper
Print Name
Finance & Operations 11/18/25
Title Date

EXHIBIT A

SCOPE OF SERVICES

The following sections describe engineering services to be completed by ELEMENT Water Consulting, Inc. (ELEMENT) in 2026 to support the City of Northglenn's (City) water rights, water resources planning, and conservation planning-related activities.

1. UPDATE OF WATER RESOURCES PLANNING DOCUMENTS

During 2026 ELEMENT will work with Northglenn toward updates to water resources planning documents, including an Integrated Water Resources Plan and a Water Efficiency Plan. Work completed in 2026 will support the preparation of an updated Integrated Water Resources Plan and Water Efficiency Plan that will be finalized for submission in 2027, before Northglenn's updated Water Efficiency Plan is due to the Colorado Water Conservation Board in November 2027.

2. CASE NO. 18CW3007

Northglenn received a decree in Case No. 18CW3007 in December of 2022, to change water rights associated with Northglenn's 615.151 shares in the Farmers Reservoir and Irrigation Company (FRICO), Standley Lake Division. ELEMENT will provide ongoing water rights engineering to support the City and its legal counsel in the implementation of and compliance with the decree.

3. CASE NO. 25CW3101

Northglenn owns more than 30% of the outstanding shares in the FRICO Standley Lake Division. A portion of the water rights Northglenn's shares represent are conditional and are the subject of the pending application in Case No. 25CW3101. The application in Case No. 25CW3101 seeks to make absolute a portion of these water rights and to seek a finding of diligence on the remaining conditional amounts. During 2026, ELEMENT will provide Northglenn support on an as-needed basis in the resolution of the application.

4. ADDITIONAL SERVICES

In addition, ELEMENT will support the City, on an as-needed basis, by providing additional engineering services related to, but not limited to, the following:

- Participation in legal calls.
- Statements of opposition filed by the City.
- Diligence for water rights acquisitions.
- Support and training related to water rights accounting, managed and prepared by City staff.
- Analysis and implementation of programs defined in the City's current Water Efficiency Plan.

EXHIBIT B

ELEMENT WATER CONSULTING, INC.

2026 FEE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Senior Project Manager	\$237.00
Project Manager	\$226.00
Senior Engineer/Hydrologist	\$214.00
Project Engineer/Hydrologist	\$185.00
Staff Engineer/Hydrologist	\$162.00
Administrative	\$ 88.00

The above hourly rates include indirect expenses. Reimbursable expenses for travel, including airfare, automobile rental, mileage at the then-current Internal Revenue Service standard mileage rate, lodging, etc., are billed at cost. Sub-consultants to ELEMENT are billed at cost plus five percent.

SPONSORED BY: MAYOR LEIGHTY

COUNCIL MEMBER'S RESOLUTION

RESOLUTION NO.

No. CR-114
Series of 2026

Series of 2026

A RESOLUTION APPROVING ADDENDUM #1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND ELEMENT WATER CONSULTING, INC. FOR WATER RESOURCES AND WATER RIGHTS ENGINEERING SERVICES

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. Addendum #1 to the Professional Services Agreement between the City of Northglenn and ELEMENT Water Consulting, Inc., attached hereto, in the amount of \$100,000.00 for a total contract amount not to exceed \$300,000.00 for 2026 water resources and water rights engineering services, is hereby approved, and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this _____ day of _____, 2026.

MEREDITH LEIGHTY
Mayor

ATTEST:

JOHANNA SMALL, MMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

ADDENDUM #1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS FIRST ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this _____ day of _____, 20____, by and between the CITY OF NORTHGLENN, State of Colorado (hereinafter referred to as the "City") and ELEMENT Water Consulting Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. On December 1, 2025 the City and Consultant entered into an Agreement for Professional Services for Engineering services (the "Agreement") for an amount not to exceed \$200,000. The Consultant has performed services through July 4, 2026 for a value of \$137,673.75 under the Agreement, leaving an available balance of \$62,326.65. The City has determined that an increased need for additional services within the Scope of the Agreement will be required through the end of the year.

AGREEMENT

NOW, THEREFORE, it is hereby agreed that for the consideration hereinafter set forth, that Consultant shall provide to the City, professional engineering services as needed in the manner provided in the Agreement, as amended by this Addendum #1.

1. The Scope of Services and the Schedule of Rates in Addendum #1 labeled as Exhibit A and Exhibit B respectively, attached hereto remain unchanged for any additional services required.

2. Subparagraph A. of Article IV entitled "Compensation" is hereby amended to provide as follows:

A. Compensation is hereby increased by one hundred thousand dollars (\$100,000) for additional services required, for total compensation not exceed three hundred thousand dollars (\$300,000).

3. The original Agreement is in full force and effect and is hereby ratified by the City and the Consultant. The original Agreement and this Addendum #1 constitute all of the agreements between the City and the Consultant.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe to the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____

Meredith Leighty _____

Print Name

Mayor _____

Title

Date

ATTEST:

Johanna Small, MMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT

By: _____

Title

Date

ATTEST:

Title

Date

EXHIBIT A

AMENDED SCOPE OF SERVICES

The following sections describe the amended engineering services to be completed by ELEMENT Water Consulting, Inc. (ELEMENT) in 2026 to support the City of Northglenn's (City) water rights, water resources planning, and conservation planning-related activities.

1. UPDATE OF WATER RESOURCES PLANNING DOCUMENTS

During 2026 ELEMENT will work with Northglenn toward updates to water resources planning documents, including an Integrated Water Resources Plan and a Water Efficiency Plan. Work completed in 2026 will support the preparation of an updated Integrated Water Resources Plan and Water Efficiency Plan Northglenn's updated Water Efficiency Plan is due to the Colorado Water Conservation Board in November 2027. This includes the filing of a grant application to the Colorado Water Conservation Board to support activities related to the Water Efficiency Plan.

2. CASE NO. 18CW3007

Northglenn received a decree in Case No. 18CW3007 in December of 2022, to change water rights associated with Northglenn's 615.151 shares in the Farmers Reservoir and Irrigation Company (FRICO), Standley Lake Division. ELEMENT will provide ongoing water rights engineering to support the City and its legal counsel in the implementation of and compliance with the decree. This includes, but is not limited to, the filing of an application to the Colorado Division of Water Resources for an Emergency Substitute Water Supply Plan in response to drought conditions and training of Northglenn staff on required decree reporting.

3. CASE NO. 25CW3101

Northglenn owns more than 30% of the outstanding shares in the FRICO Standley Lake Division. A portion of the water rights Northglenn's shares represent are conditional and are the subject of the pending application in Case No. 25CW3101. The application in Case No. 25CW3101 seeks to make absolute a portion of these water rights and to seek a finding of diligence on the remaining conditional amounts. During 2026, ELEMENT will provide Northglenn support on an as-needed basis in the resolution of the application.

4. ADDITIONAL SERVICES

In addition, ELEMENT will support the City, on an as-needed basis, by providing additional engineering services related to, but not limited to, the following:

- Participation in legal calls.
- Statements of opposition filed by the City.
- Diligence for water rights acquisitions.
- Support, documentation of procedures, and training related to water rights accounting, managed and prepared by City staff.
- Analysis and implementation of programs defined in the City's current Water Efficiency Plan. As-needed support with water resources staff transitions.

EXHIBIT B

ELEMENT WATER CONSULTING, INC.

2026 FEE SCHEDULE

<u>Position</u>	<u>Hourly Rate</u>
Senior Project Manager	\$237.00
Project Manager	\$226.00
Senior Engineer/Hydrologist	\$214.00
Project Engineer/Hydrologist	\$185.00
Staff Engineer/Hydrologist	\$162.00
Administrative	\$ 88.00

The above hourly rates include indirect expenses. Reimbursable expenses for travel, including airfare, automobile rental, mileage at the then-current Internal Revenue Service standard mileage rate, lodging, etc., are billed at cost. Sub-consultants to ELEMENT are billed at cost plus five percent.