

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN ARAPAHOE COUNTY  
AND THE CITY OF CENTENNIAL  
TO PROVIDE MUNICIPAL SERVICES**

**THIS AGREEMENT** is entered into this day by and between **ARAPAHOE COUNTY**, a political subdivision of the State of Colorado (herein referred to as "COUNTY") and the **CITY OF CENTENNIAL**, a municipal corporation of the State of Colorado (herein referred to as "CITY") and is applicable to all properties located within the municipal boundaries of the CITY, as the boundaries may be changed from time to time ("incorporated area").

WHEREAS, the CITY incorporated in February 2001 within an area which was previously unincorporated Arapahoe County; and

WHEREAS, on or about May 8, 2001, the parties hereto entered into an Intergovernmental Agreement whereby the COUNTY agreed to provide certain municipal services to the CITY through February 8, 2002; and

WHEREAS, on or about February 7, 2002, the parties entered into an intergovernmental agreement whereby the COUNTY agreed to provide certain municipal services to the CITY through December 31, 2003; and

WHEREAS, subsequently, the parties entered into Amendment No. 1 to the effective intergovernmental agreement; and

WHEREAS, the CITY has determined that it is in the CITY's interest to continue to contract with the COUNTY to provide certain municipal services to the CITY beyond December 31, 2003; and

WHEREAS, the COUNTY is capable of continuing to provide certain municipal services to the CITY; and

WHEREAS, the parties are authorized by Colorado Constitution, Article XIV, Section 18(2)(a) and Section 29-1-203, C.R.S., to cooperate and contract with each other to provide any function, service or facility lawfully authorized to each;

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the COUNTY and the CITY as follows:

**SECTION 1. PURPOSE.** The purpose of this agreement is to memorialize the agreement between the CITY and the COUNTY for the provision of certain municipal services by the COUNTY to the CITY and its residents. The principal services to be provided by the COUNTY are law enforcement, and public works, which includes animal control and mosquito control services. Each of these services is referred to in this Agreement as a “Service Area.” Additional Service Areas may be added to this Agreement by written amendment or memorandum of understanding signed by both Parties.

**SECTION 2. COUNTY AND CITY COORDINATION.**

**2.1 Contract Representatives**

2.1.1 **CITY Representative:** The CITY’S Manager or his or her designee shall serve as the CITY’S primary point of contact for all invoices, monthly reports, work orders and amendments to this contract in the agreed-upon form between the COUNTY and CITY.

2.1.2 **Additional CITY Representatives:** The CITY Manager or his/her designee may designate additional representatives to serve as contacts with the COUNTY for the purpose of program oversight. The COUNTY’S Primary Representative and Program Representatives shall be notified in writing of such additional representatives designated by the CITY Manager or his/her designee and the authority each representative shall possess.

2.1.3 **COUNTY Primary Representatives:** The COUNTY Finance Director shall serve as the COUNTY’S primary representative for all invoices, and the COUNTY’S Director of Strategic Programs shall serve as the COUNTY’S primary representative for amendments to this Agreement.

2.1.4 **Public Works and Animal Control Program Representative:** The COUNTY Director of the Development Services/Infrastructure Management (DSIM) shall serve as the COUNTY’S Primary Program Representative for all matters related to public works and animal/mosquito control.

2.1.5 **Public Safety Program Representative:** The Arapahoe County Sheriff shall serve as the Primary Program Representative for public safety matters. The Sheriff may appoint an additional program representative to serve as a representative to the CITY for the

purposes of incident and monthly reporting and other matters related to the public safety services to be provided under this contract.

2.1.6 Notification of Changes in Representatives: In the event that a COUNTY Primary or Program Representative is changed or replaced, the CITY Manager or his/her designee shall be notified in writing of such change. The CITY acknowledges that the COUNTY representatives may change, and reserves the right to provide input with regard to the qualifications and characteristics desired by the CITY for the person selected as the replacement.

## 2.2 Representatives Meetings

2.2.1 CITY and COUNTY representatives shall meet no less than once a month with their respective representatives to review performance compliance with the contract.

2.2.2 Such time and regular place for the monthly meetings shall be scheduled at the initial meeting within the first month of this contract. Modifications to the scheduled meetings may occur upon agreement of the CITY and the COUNTY.

2.2.3 CITY and COUNTY Representative shall alternately be responsible for ensuring that monthly meetings for each respective program area are held.

## 2.3 Monthly Reporting and Performance Standards

2.3.1 CITY and COUNTY representatives shall work within their respective program areas to develop performance standards by which services shall be measured and which shall serve as the basis of the COUNTY monthly management information reports. The CITY shall provide the COUNTY with sufficient dedicated personnel and resources to adequately inform the COUNTY what the CITY needs in each service area so that appropriate performance standards may be agreed upon by the parties.

2.3.2 Such performance standards shall be proposed and adopted within the first quarter of this Agreement, or as soon thereafter as reasonably possible. The performance standards, upon written approval by the CITY Manager or his/her designee and the COUNTY Director of Strategic Programs, shall be incorporated into

this Agreement by amendment and shall be reviewed and adjusted in the same manner as necessary or on an annual basis.

- 2.3.3 The report format for each program shall be determined by the CITY and COUNTY respective program representatives and adopted within the first quarter of this Agreement, or as soon thereafter as reasonably possible. The report formats, upon written approval of the CITY Manager or his/her designee and the COUNTY Director of Strategic Programs, shall be incorporated herein as an amendment. Any changes in the report format shall be mutually agreed upon in the same manner.
- 2.3.4 Certain Emergency Services shall be provided as deemed necessary. The CITY Manager or his/her designee shall be contacted directly and immediately in the event of an emergency. Status reports are to be provided separately and as regularly as needed during and after the emergency situation.

#### 2.4 Key Personnel

- 2.4.1 The COUNTY shall notify the CITY in writing immediately of any vacancies in the position of Program Representative or other key management personnel in the units providing services under this Agreement to the CITY. The CITY reserves the right to provide input to the COUNTY'S hiring authorities on the qualifications and characteristics desired by the CITY for the replacement of this position.
- 2.4.2 CITY shall notify COUNTY'S Primary and Program Representatives should any personnel problem surface with regard to any personnel performing services on behalf of the CITY under this contract. The CITY reserves the right to request that the person(s) be removed from providing services under this contract. The COUNTY shall consider such requests but shall not be obligated to remove such person(s).

### SECTION 3. COUNTY RESPONSIBILITIES.

- 3.1 COUNTY to Provide Base Level Services. The COUNTY will provide certain base municipal services as shown in **Exhibit A ("Annual Work Plan")**, attached hereto and incorporated by this reference, within the incorporated area. The services identified in **Exhibit A** are herein known as "base services." It is the intent of the parties that for all service areas,

the CITY and COUNTY representatives shall have the ability to control the quantity of the work performed by the COUNTY within the framework of the annual budget and Annual Work Plan. The level of services shown on **Exhibit A** may be increased or decreased only by written agreement of the COUNTY and CITY representatives, except the maximum financial liability of the CITY as shown on the CITY's budget as attached hereto as **Exhibit B** for any service area shall not be increased without action by the CITY Council.

Delivery of base level services will generally be consistent with COUNTY's adopted policies and service standards, unless otherwise provided herein or agreed to by COUNTY and CITY representatives for a particular service area. The parties understand that these policies and service standards are intended only to provide guidance to the COUNTY's service area supervisors who will be scheduling the activities of COUNTY personnel. Periodically, the COUNTY may modify these policies and service standards, so long as the modifications do not decrease the level or standards of service without written consent of the CITY's representative for the particular service area.

- 3.2 COUNTY to Provide Discretionary Services. The CITY may have the need for certain additional services or an enhanced level of service not included in the base level services identified in **Exhibit A**. These services are referred to as "Discretionary Services." Upon the written request of the CITY, the COUNTY shall, to the extent reasonably possible, provide Discretionary Services. If services are enhanced, and additional expenditures are needed to cover such services, the COUNTY will provide estimated costs for such enhanced services prior to performing the requested services. In its discretion, the CITY may seek to have Discretionary Services provided by a service provider other than the COUNTY.
  
- 3.3 COUNTY to Provide Certain Emergency Management/Disaster Services. Emergency management/disaster services to protect public health, safety or property, above the Base Services and Discretionary Services, will be provided within the COUNTY's ability to provide those services, as deemed necessary by the Sheriff who will work with the CITY to seek reimbursement of funds expended. These services are referred to as "Emergency Management/Disaster Services." Emergency Management/Disaster Services shall include law enforcement and public safety services that are necessary in an emergency or disaster above the Base Services. With the concurrence of the Sheriff, the CITY may seek to have

Emergency Services provided by a service provider other than the COUNTY.

Emergency management/disaster services may be necessitated by conditions including, but not limited to, unusual weather conditions such as excessive snow and ice, thunderstorms and floods, and acts of terrorism and large-scale civil disobedience. Should the Sheriff, acting for the COUNTY, undertake emergency management/disaster services he or she deems necessary without prior consultation of the CITY representative, the CITY representative will be informed within twenty-four (24) hours of the performance of the emergency management/disaster services. The representatives will work together to determine if an adjustment and prioritization of planned work activities can cover the emergency/disaster situation. **Exhibit C**, attached hereto and incorporated herein will form a basis for charging the CITY for those emergency management/disaster services.

- 3.4 COUNTY to Process Certain Citizen Inquiries. The COUNTY shall address all citizen inquiries in a timely and responsive manner. The CITY and COUNTY representatives shall mutually develop appropriate response standards.
- 3.5 COUNTY to Furnish Personnel and Equipment. The COUNTY shall furnish all personnel, facilities, equipment and such resources, materials, overhead, administrative and other support deemed by the COUNTY as necessary to provide the level of services herein described. The COUNTY shall provide fleet management, risk management, legal, information management, finance, human resources, and community support services to the COUNTY and its elected officials and their staffs, officers, agents and employees so as to allow the COUNTY to provide the services and function to be provided to the CITY under this Agreement in a professional and workmanlike manner, in compliance with all local, state and federal laws.

In the event the COUNTY uses contract services to perform one or more of the base or discretionary services for the CITY, the appropriate supervision and inspection of the contractor's work will be performed by the COUNTY. All contracts for construction work on behalf of the CITY shall include warranty provision deemed appropriate in the reasonable discretion of the CITY that shall run in favor the CITY.

Within the constraints of **Exhibit B**, the COUNTY shall identify vehicles, equipment and personnel that regularly provide service within the CITY under this Agreement with insignia of the CITY, in a design and format as

reasonably agreed to by the CITY and COUNTY representatives for each Service Area. Additional costs beyond the limits of **Exhibit B** associated with use of the CITY logo shall be paid for by the CITY. The COUNTY may also identify such vehicles, equipment and personnel with the COUNTY's standard insignia.

3.6 Production and Cost Allocation Reports. Written reports shall be provided by the COUNTY monthly, unless otherwise agreed to by the representatives, and shall include a description of work completed in the preceding month and the amount of the budget expended. Also, the COUNTY and CITY representatives shall mutually develop a format for providing in the future periodic reports of work accomplished at a level of detail and on a frequency basis as determined appropriate to allow the COUNTY and the CITY to consider future compensation schedules based on a unit cost basis rather than a service area budget. Estimated costs of services on a unit cost basis shall not, within the term of this agreement, unless agreed to in writing by the Parties, modify the basis or amount of payment by the CITY to the COUNTY as provided under Section 5.

3.7 Transfer of Property, Development Agreements and Collateral.

3.7.1 Property. Section 31-2-106(3), C.R.S., provides that all streets, parks, and other public places designated or described as for public use on the map or plat of any city or town are public property, and fee title thereto is vested in such city or town, upon its incorporation. The COUNTY shall provide, by July 1, 2004, or as soon thereafter as is reasonably practical (and in no event later than August 1, 2004), an initial inventory of public properties it believes should be transferred from the COUNTY to the CITY. Upon review by both parties of an inventory of parcels which may fall into this statutory definition, and upon agreement by the Parties as to which parcels are to be conveyed from the COUNTY to the CITY, all or a portion of such property shall be conveyed by quitclaim deed from the COUNTY to the CITY. The Parties agree that multiple parcels may be conveyed by a single deed, and that multiple closings may be required to accomplish this intent. Following the transfer of these properties, should the Parties discover additional properties which should be transferred or properties that were transferred to the CITY inappropriately, the Parties shall convey or reconvey such properties.

3.7.2 Collateral. The COUNTY, through land use approvals of land that is now included within the CITY, has entered into various agreements with landowners regarding cash payments, bonds, letters of credit

and other collateral to secure landowner obligations. Such agreements may include COUNTY obligations to hold, exercise or return such collateral. The COUNTY has provided a preliminary inventory of the collateral it proposes to transfer to the CITY. A complete inventory shall be provided by July 1, 2004, or as soon thereafter as is reasonably practical (and in no event later than August 1, 2004), and upon the CITY's review of such inventory, the Parties shall agree to an assignment of all or part of such collateral, based on terms deemed appropriate.

- 3.8 Fee Collection. The COUNTY shall collect fees imposed by the CITY for services administered by the COUNTY for the Service Areas to either be remitted to the CITY for repayment to the COUNTY, or credited against the payments due from the CITY, as determined appropriate by the accountants and auditors of the Parties. The CITY shall collect fees for animal/mosquito control services, including, but not limited to, impound and licensing fees. The fees which are subject to this section are fees at the current rate collected by the COUNTY. Such fees shall not include increases in fees collected by the COUNTY on the CITY's behalf, which are approved by the CITY to offset costs being incurred by the CITY, which additional money shall be remitted to the CITY for use in its sole discretion, less an administrative fee of 1.5% of the amount remitted to the CITY. Additionally, any computer software programming costs incurred by the COUNTY to facilitate the collection of differential fees between the unincorporated area of the COUNTY and the CITY shall be paid by the CITY.
- 3.9 Law Enforcement, Delegation of Authority. Pursuant to Section 30-15-401(8), C.R.S., the CITY hereby consents to the provision and enforcement of the following COUNTY ordinances, listed below in this subsection 3.9, within the CITY's boundaries, as they existed as of February 7, 2002. Until such authority is repealed in the sole discretion of the CITY, the COUNTY shall provide enforcement of such ordinances within its reasonable discretion as a part of the services to be provided under the Law Enforcement service area. The CITY may, by CITY Council resolution, consent to enforcement of additional COUNTY ordinances or revisions to COUNTY ordinances previously consented to. The CITY may also adopt, from time to time, in its sole discretion, such ordinances, regulations, codes or other restrictions of a general law enforcement nature, which shall be enforced by the COUNTY under the Law Enforcement service area. Prior to the CITY passing a new ordinance to be enforced by the COUNTY, the CITY and the COUNTY shall consult on the impact and additional costs associated with such enforcement. Prior to the final adoption of such

measure, to the extent the COUNTY identifies in writing to the CITY additional costs associated with enforcement, including reasonable and appropriate training costs, or a period of time necessary for training, unless otherwise agreed to by the Parties, the CITY shall be responsible for such costs and liability, if any, based on unlawful failure to train during the identified training period. The COUNTY shall not be required to provide enforcement of general land use or zoning provisions. Unless consent is withdrawn by resolution of the CITY, the COUNTY ordinances to which the CITY consents to enforcement pursuant to Section 30-15-401(8), C.R.S., are:

- Traffic Code Ordinance
- Curfew for Minors Ordinance
- Curfew Violations for Parents Ordinance
- Smoking in Public Places Ordinance
- Weeds and Brush (Accumulation of) Ordinance
- Oversized Vehicles and Unattended Trailers Ordinance
- Street Gang Affiliation Ordinance
- Graffiti, Gang Graffiti and Tagging Ordinance
- Gang/Graffiti Violation by Parents Ordinance
- Targeted Picketing Ordinance
- Animal Control Ordinance
- Sheriff's Lines Ordinance

**SECTION 4. CITY DELEGATION OF RESPONSIBILITY.** The CITY hereby confers the authority on the COUNTY to perform the law enforcement, public works, liquor code enforcement and animal/mosquito control services, as described in this Agreement and the exhibits herein, within the CITY's boundaries for the purposes of carrying out this Agreement. Authority to perform additional service may be granted to the COUNTY and added to this Agreement by written amendment or memorandum of understanding signed by both Parties.

**SECTION 5. COMPENSATION AND BILLING PROCEDURE.**

5.1 **Costs.** In consideration for the provision of base level services described herein, including all support services as required, the CITY agrees to pay the COUNTY for the actual work subcontracted or completed by the COUNTY for the benefit of the CITY. The anticipated base level of services and costs associated with providing them for each Service Area are shown on **Exhibit A** which is attached hereto and incorporated herein. The fixed costs depicted on **Exhibit A** shall be allocated to the CITY equally over a twelve-month period for every calendar year this Agreement remains

in effect. Subcontracted work shall be charged to the CITY based on the actual subcontract amount, without administrative or other COUNTY mark-up. Services provided directly by the COUNTY that is additional to the work outlined on the Annual Work Plan attached as **Exhibit A**, shall be charged to the CITY based on the labor and equipment rates listed in **Exhibit C** attached hereto and incorporated by this reference, or as agreed to in writing in advance by the COUNTY and CITY representatives. Services provided by the County through subcontract that is additional to the work outlined on the Annual Work Plan attached as **Exhibit A**, shall be charged to the CITY based on the subcontract amount plus a reasonable administrative fee.

## 5.2 Billings.

5.2.1 The costs of services as outlined will be billed by the COUNTY no later than the thirtieth (30<sup>th</sup>) day of the month. Payments by the CITY will be due within thirty days of receipt of the billing.

5.2.2 All County invoices shall be sent directly to the CITY Manager or his/her designee for review and submission to the CITY Council for final approval.

5.2.3 The CITY Manager or his/her designee shall contact the County's Primary Representatives should there be any discrepancies in the invoice or invoices submitted.

5.2.4 Monthly payments that are not paid within the allotted time period shall be considered delinquent. Delinquent charges shall accrue interest on the unpaid balance, from the date of delinquency until paid, at an interest rate of one half of one percent (0.5%) per month. In the event of a delinquency, the COUNTY shall notify the CITY in writing of such delinquency within seven (7) days of the delinquency. The CITY shall cure any such delinquency within fifteen (15) days of receipt of such COUNTY notice prior to a delinquent payment being the basis for a default of this Agreement. No delinquency or default shall occur based on costs improperly invoiced by the COUNTY that are not owed under this Agreement.

5.2.5 Subcontracted Work. The CITY and the COUNTY desire to implement a procedure that assures that the CITY promptly pays the COUNTY for approved work subcontracted by the COUNTY for the benefit of the CITY as the COUNTY becomes responsible for payment to the subcontractor. The COUNTY shall bill the CITY for

the approved subcontracted work based on a proposed billing schedule agreed to by the CITY and COUNTY representatives based on the expected completion schedule. All work subcontracted by the COUNTY for the benefit of the CITY shall be identified on the subcontractor's billing invoices as attributed to the CITY. The COUNTY and the CITY shall reconcile the CITY'S payments with the actual amounts due from the CITY within thirty days of final payment to the subcontractor for each subcontracted project or service. In administering subcontracted work for the CITY, the COUNTY shall be responsible for complying with all statutes applicable to the CITY, including requirements for bidding, performance payment and warranty bonds and security, and retainage and final payment.

- 5.3 Future Billing Rates. The fees for services outlined on **Exhibits A, B and C** are for anticipated costs and service levels for 2004. For 2005 and other years this Agreement is in effect, the CITY and COUNTY representatives shall jointly develop an Annual Work Plan and budget for each Service Area, which upon written approval by the CITY and the COUNTY shall replace and supercede **Exhibits A, B and C**. No later than July 31 of each year, the COUNTY and CITY representatives shall meet to discuss current budget and service levels, preliminary revisions to service levels, decision packages and preliminary budget impacts, with a written proposal related to these Service Areas to be prepared by the COUNTY in advance of the meeting. The COUNTY will provide a preliminary budget, subject to Board of County Commissioners and City Council review and revision, no later than September 15. The Parties understand that such preliminary budget estimates from the COUNTY are subject to change. The Annual Work Plan and budget shall be developed with full consideration of the CITY's available revenues and service needs, and the COUNTY's cost of providing services. For purposes of preparing the law enforcement services budget, the Parties agree to use the population estimate for the CITY published by the Colorado Department of Local Affairs, Demography Section. For the 2004 budget, the Parties agree to the population estimate assumed in the Description of base services stated in **Exhibit A**. The COUNTY shall allow the CITY's representatives to participate in COUNTY processes for determining the cost of providing services, and the CITY shall allow the COUNTY representatives to participate in the CITY'S determination of available revenues and service needs. The representatives shall coordinate budget preparation and budget preparation schedules for the Service Areas to allow the parties to adopt the Annual Work Plan and budgets by December 15. A preliminary Annual Work Plan and budget for each Service Area shall be agreed to no later than October 1

of the year preceding the next calendar year this Agreement remains in effect. The Parties agree to strive to provide an Annual Work Plan that will provide the same level of service as the previous year's Annual Work Plan, at a cost no greater than 3.5% above the previous year's costs, excluding changes in contract labor rates and market changes in materials, professional services and non-self insurance costs. In the event that it is determined that the allocation of costs methodology is incorrect, the amount paid by the CITY can be adjusted accordingly for any year subject to the review and mutual consent of the Parties; such consent shall not be unreasonably withheld or denied. The Parties agree that annexation of additional areas will result in a larger service area, and perhaps unique service needs, and may require an adjustment of the costs to the CITY, as will any additions or increases to the services provided to the CITY.

- 5.4 Total Annual Fees. Unless there is mutual written agreement between the parties, the fees to be paid by the CITY in any year for the work to be performed by the COUNTY shall not exceed those amounts as set forth in the **Exhibit B** approved by the parties for each year, pursuant to Section 5.3
- 5.5 Discretionary and Emergency Management/Disaster Services. The parties recognize that certain unforeseen or exceptional circumstances such as terrorism, civil disobedience, or extreme weather conditions or other acts of God (for example rain, wind, snow or earthquake) may result in the CITY's need for discretionary or emergency management/disaster services. The CITY shall pay fees for discretionary and emergency management/disaster services authorized by the CITY based on the cost of labor, materials and equipment utilized, as outlined on **Exhibit C**. The COUNTY will keep a record of the time spent by crews and the monies expended in providing discretionary and emergency management/disaster services. The CITY shall not be responsible for fees for any discretionary or emergency services not authorized by the CITY. In the event the Sheriff authorizes discretionary or emergency services, the base level of services, to the extent possible and desired by the CITY, shall be reduced so that the total annual fees of providing services within the applicable Service Area does not exceed the maximum agreed-upon compensation for a given year, the CITY's annual budget for the Service Areas as outlined on **Exhibit B** and the CITY's appropriation for the Service Area.
- 5.6 Audit. At the request of the CITY, the COUNTY shall submit to an audit of the services provided the CITY and associated costs and all public property, development collateral or other funds, agreements or property proposed for transfer to the CITY. The COUNTY shall make available for inspection and review by the auditor selected by the CITY all records,

reports, documents and information relevant to the COUNTY'S provision of services and the costs incurred and charged the CITY for such services. Such audit shall be performed at the CITY's cost.

**SECTION 6. DURATION.** This agreement shall remain in full force and effect from 12:01 a.m. on January 1, 2004 until midnight December 31, 2006. Thereafter, the agreement shall be renewed automatically for one-year periods commencing January 1 and ending December 31 unless either the COUNTY or CITY provide the other party with written notice by January 1 of any year of its intent to terminate the agreement in whole, or for one or more Service Areas for the following fiscal year. Upon such notice, the Agreement shall terminate as to the applicable Service Areas the subsequent January 1 following such notice.

Nothing herein shall prohibit the CITY, at any time, from pursuing any process for evaluating or selecting service providers to provide services within any or all Service Areas upon the termination of this Agreement. No later than January 1, 2006, the CITY shall provide the COUNTY notice of its intent to consider other providers for providing any services within the Service Areas beginning in 2007, or if this Agreement is renewed, such notice shall be provided by January 1 prior to the year that alternate providers may be used to provide services. No later than January 1, 2006, the COUNTY shall provide the CITY notice of its intent to consider termination of this Agreement in whole, or for one or more Service Areas, beginning in 2007, or if this Agreement is renewed, such notice shall be provided by January 1 prior to termination.

In the event services included herein are not continued beyond 2006, the parties agree to develop a transition plan which will govern the timing and process of transfer of responsibility for delivering service from the COUNTY to the CITY or to another service provider. Issues to be addressed in the transition plan shall include, but not be limited to, determining the exact time at which the responsibility for providing services transfers from the COUNTY to the new service provider. The transition plan will be developed by the CITY and COUNTY representatives and will be ready for implementation prior to the date of termination. The transition plan may generally include reasonable costs agreed to by the Parties related to matters including without limitation COUNTY staff time (including training time), data, pro-rated unpaid capital costs, if any, and materials utilized to assist the CITY with the transition. The COUNTY shall use its best efforts to mitigate any costs incurred in the transition. All cost associated with the transition plan to be paid by the CITY shall be approved in writing by the CITY.

**SECTION 7. ANNUAL APPROPRIATION.** Notwithstanding any other provision to the contrary, continuation of this Agreement beyond December 31, 2004 is dependent upon the CITY and the COUNTY appropriating sufficient funds for payment of fees due under this Agreement or necessary to perform the services for such subsequent fiscal year.

**SECTION 8. INDEMNIFICATION AND DEFENSE.** To the extent authorized by law, and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., the COUNTY shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, alleged to be or resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this Agreement. Any such claims by third parties based on or alleged to be based on the acts or omissions of the COUNTY, its officers, employees, or agents shall be received and acted upon by the COUNTY's Risk Management Department. The COUNTY shall remain responsible for receiving and acting upon such claims even though it may assert a protection under the CGIA (as defined in Section 10.4). The COUNTY shall copy the CITY on any correspondence to or from Centennial citizens related to potential claims arising from the COUNTY's services under this Agreement, when the COUNTY can identify the claimant as a Centennial resident. Action upon such claims may include but not be limited to payment in whole or part, or denial. The CITY shall promptly forward all such claims it may receive, to the COUNTY. In no event will the COUNTY be responsible for a claim against the CITY which arises from work not performed by the COUNTY, where such failure to perform is based on the work not being included within the obligations of this Agreement or the CITY's failure to budget, appropriate or authorize expenditures or otherwise authorize the COUNTY to act. In addition, nothing in this agreement is intended to limit the COUNTY'S immunities or defenses, or create liability where none could have existed previously, related to the condition of roadways and sidewalks that transferred to the CITY upon incorporation. The COUNTY'S obligation to defend, indemnify and save harmless the CITY, its officers, employees and agents, as set forth in this Section 8, shall not extend to any costs, claims, judgments, or awards of damages alleged to be or resulting from any acts or omissions for which it would have governmental immunity if the costs, claims, judgments or award of damages was asserted or made directly against the COUNTY, its officers, employees or agents. In executing this agreement, the COUNTY does not assume liability or responsibility for or in any way release the CITY from any liability or responsibility which arises in whole or in part from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

To the extent authorized by law, and without waiving the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., the CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, alleged to be or

resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this Agreement. Any such claims by third parties based on the acts or omissions of the CITY, its officers, employees, or agents shall be received and acted upon by the CITY's risk manager. The COUNTY shall promptly forward all such claims it may receive to the CITY. The COUNTY shall promptly provide notice to the CITY of damage or casualty to any CITY property not caused by the COUNTY, its officers, employees and agents, of which the COUNTY may become aware while providing services under this Agreement, and all related claims against the CITY's insurers or third parties shall be handled through the CITY or its risk manager. In executing this agreement, the CITY does not assume liability or responsibility for or in any way release the COUNTY from any liability or responsibility which arises in whole or in part from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and if judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including all chargeable costs and attorney's fees.

In the event that both the CITY, its employees, or CITY Council, and the COUNTY, its employees, or Board of County Commissioners, are jointly named in any claim, lawsuit, or liability, the responsible party for defense or indemnification under this contract shall be the primary party for purposes of insurance, indemnity, and defense of the claim, lawsuit, or liability. The employees hereunder being subject to the control and direction of the COUNTY, in the event of a claim for unlawful failure to train, discipline, or supervise, or for ratification of the same, or for improper hiring or improper retention, such claim shall be handled by the COUNTY as the responsible party for defense or indemnification.

**SECTION 9. NO THIRD-PARTY BENEFICIARY.** The COUNTY does not intend by this agreement to assume any contractual obligations to anyone other than the CITY, and the CITY does not intend by this agreement to assume any contractual obligation to anyone other than the COUNTY. The COUNTY and the CITY do not intend that there be any third-party beneficiary to this agreement.

**SECTION 10. INSURANCE.** To protect against certain liabilities that may arise while providing and receiving services under this Agreement, and in part to assure that the parties are capable of fulfilling the indemnification obligations specified herein, the parties shall maintain the following insurance coverages.

- 10.1 **Required Policies.** Each party shall procure and maintain the following insurance coverage, with insurers with an A- VII or better rating as determined by Best Key Rating Guide, at their own expense. The Parties

agree that the CITY'S participation in a public entity self-insurance pool shall satisfy this requirement.

10.1.1 Commercial General Liability insurance with minimum combined single limit of \$2,000,000 (two million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate, covering all operations by or on behalf of each entity against claims for bodily injury, including death, personal injury, and property damage liability. The policy shall include products and completed operations liability, and blanket contractual liability coverage. Both Parties' policies shall include law enforcement coverage.

10.1.2 Commercial Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than \$1,500,000 (one million five hundred thousand dollars) each occurrence for vehicles owned by each respective Party. The COUNTY shall insure vehicles owned by the COUNTY; the CITY shall insure vehicles owned by the CITY.

10.1.3 Public Officials' Liability Insurance to cover claims arising out of the discharge of public duties with minimum limits of \$2,000,000 per occurrence and aggregate.

10.1.4 Claims Made Policies. If coverage is provided for Commercial General Liability, Commercial Automobile Liability or Public Officials' Liability Insurance on a "Claims Made" policy, the entity agrees to maintain "tail" coverage for such policy for a two-year period following the expiration of this Agreement, subject to availability under and terms and conditions of existing policies. All "Claims Made" policies shall include a retroactive date of January 1, 2001 or earlier, subject to availability under and terms and conditions of existing policies.

10.1.5 Workers' Compensation Insurance. The COUNTY shall make provisions for workers' compensation insurance, social security employment insurance and unemployment compensation for its employees performing under this Agreement as required by any law of the State of Colorado or the federal government and shall upon written request exhibit evidence to the CITY. Each entity is responsible for the required and necessary workers' compensation coverage on their respective employees.

- 10.2 Additional Insureds. All policies referenced in this Section shall be primary insurance with respect to the actions of the insured Party. Each party is solely responsible for any deductible losses under any policy required. Except for Workers' Compensation, each Party's policies shall include the other Party as an additional insured for damage or injury arising out of the premises or operations of the Party that is the named insured under the Policy. The named insured's policy shall provide primary insurance for the additionally insured Party to the extent and in the manner provided in the applicable policy.
- 10.3 Certificates. Each party shall provide the other with Certificates of Insurance for the coverages required under this section within fourteen (14) days following contract inception, and notice at least thirty (30) days prior to any expiration of coverage. The Certificate will confirm that the carrier(s) will provide the Certificate holder with thirty (30) days written notice prior to the effective date of any cancellation, non-renewal or any other material change.
- 10.4 Governmental Immunity. Nothing in this Agreement is interpreted to waive the monetary limitations or any other rights, immunities, or protections ("Protections") provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as amended from time to time ("CGIA"), or otherwise available to the Parties for federal claims. If either Party waives the Protections of the CGIA, or any protections available for defense of federal law claims, such waiver shall not without written consent extend to the Protections afforded the other Party; to the extent that such waiver does result in a waiver of the Protections afforded the non-waiving Party, of the waiving Party shall indemnify and hold harmless the non-waiving Party.

**SECTION 11. SUBROGATION.** The Parties agree to waive the right to subrogation to the limited extent of the obligations for indemnification and defense as provided in Section 9 of this Agreement.

**SECTION 12. NON-DISCRIMINATION.** The COUNTY and the CITY certify that they are Equal Opportunity Employers.

**SECTION 13. ASSIGNMENT.** Neither the COUNTY nor the CITY shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other Party.

**SECTION 14. NOTICE.** Any formal notice or communication to be given by the COUNTY to the CITY under this Agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

CITY OF CENTENNIAL  
12503 East Euclid Drive, Unit 200  
Centennial, Colorado 80111

Attention: City Manager

Any formal notice or communication to be given by the CITY to the COUNTY under this agreement shall be deemed properly given if delivered, or if mailed postage prepaid and addressed to:

ARAPAHOE COUNTY  
Development Services and Infrastructure Management  
10730 E. Briarwood Avenue  
Centennial, Colorado 80112

Attn: Director

ARAPAHOE COUNTY  
5334 South Prince  
Littleton, Colorado 80166-0001

Attn: County Attorney  
Director of Strategic Programs

ARAPAHOE COUNTY SHERIFF'S OFFICE  
13101 Broncos Parkway  
Centennial, CO 80112

Attn: UnderSheriff

The name and address to which notices and communications shall be directed may be changed at any time, and from time to time, by either the CITY or the COUNTY giving notice thereof to the other as herein provided.

**SECTION 15. COUNTY AS INDEPENDENT CONTRACTOR.** COUNTY is, and shall at all times be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer or employee, or principal and agent, between CITY and COUNTY or any of the COUNTY'S agents or employees. The COUNTY shall retain all authority for rendition of services, standards of

performance, control of personnel, and other matters incident to the performance of services by COUNTY, and within the limitations of CITY's budget and direction, pursuant to this Agreement.

Nothing in this agreement shall make any employee of the CITY a COUNTY employee or any employee of the COUNTY a CITY employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded COUNTY or CITY employees by virtue of their employment.

**SECTION 16. MEDIATION.** In the event of any dispute by the Parties with respect to any provision of this Agreement, or its interpretation or application to any specific situation or the rights or obligations of the Parties hereunder, the Parties, prior to filing litigation regarding such dispute shall submit the matter to mediation. In the event that the Parties are not able to agree to the format and rules of such mediation, each Party shall select one mediator, and the two selected mediators shall jointly select a third mediator, and the mediators shall by a majority determine the format and rules governing the mediation.

**SECTION 17. WAIVER.** No waiver by either party of any term or condition of this agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this agreement.

**SECTION 18. ENTIRE AGREEMENT.** This agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this agreement and no prior agreement shall be effective for any purpose.

**SECTION 19. AMENDMENT.** Provisions within this agreement may be amended with the mutual consent of the parties hereto. No additions to, or alteration of, the terms of this agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of both parties.

**SECTION 20. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.** This Intergovernmental Agreement does not provide for the acquisition, holding or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Intergovernmental Agreement.

**SECTION 21. FILING.** Following its execution by both parties, copies of this Intergovernmental Agreement, together with the resolutions of the Arapahoe County Board of County Commissioners and the City of Centennial City Council approving and

ratifying this agreement shall be filed with the with the CITY Clerk and the COUNTY Clerk and Recorder.

**SECTION 22. SEVERABILITY.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 23. TERMINATION OF PRIOR AGREEMENT.** The Intergovernmental Agreement by and between the CITY and the COUNTY dated May 8, 2001, as amended, is hereby terminated in full, except as may be specifically provided herein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed.

**CITY OF CENTENNIAL**

\_\_\_\_\_  
Randolph E. Pye, Mayor

ATTEST:

\_\_\_\_\_  
Gerry K. Cummins, City Clerk

Approved as to Form:

\_\_\_\_\_  
Robert G. Cole, City Attorney

**COUNTY OF ARAPAHOE**

By: \_\_\_\_\_  
Susan Beckman  
Its: Chairman, Board of County Commissioners

ATTEST:

\_\_\_\_\_  
County Clerk or Deputy

Approved as to form:

\_\_\_\_\_  
Kathryn Schroeder, County Attorney

EXHIBIT A            Description of Base Services  
                          (w/break-out of variable v. fixed costs)  
                          Annual Work Plan

EXHIBIT B            City Budget

EXHIBIT C            Labor and Equipment Rates for Discretionary  
                          and Emergency Management/Disaster Services