

## **SIXTH REVIVAL AND AMENDATORY INTERGOVERNMENTAL AGREEMENT**

**THIS SIXTH REVIVAL AND AMENDATORY INTERGOVERNMENTAL AGREEMENT** ("6<sup>th</sup> Amendment") is made and entered into this 1<sup>st</sup> day of January, 2014, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado, hereinafter referred to as "Denver", and the **CITY OF AURORA**, a municipal corporation of the State of Colorado, hereinafter referred to as "Aurora".

### **WITNESSETH**

**WHEREAS**, Denver and Aurora entered into an Intergovernmental Agreement dated October 28, 1986 for the development and operation of a fire training academy, subsequently called the Rocky Mountain Fire Academy ("RMFA"), which Agreement was revived and amended on February 7, 2003, then subsequently on July 25, 2006, and on May 20, 2008, and on January 26, 2010, and on February 27, 2012 (collectively, the "Agreement"); and

**WHEREAS**, the Agreement provides that it could be extended for a succession of additional two (2) year term through December 31, 2015; and

**WHEREAS**, the Agreement provides that either party, in its sole discretion, may terminate joint operation of the RMFA, pursuant to Article 6.D. of the Agreement, upon giving one hundred eighty (180) days notice; and

**WHEREAS**, Aurora hereby gives notice by this 6th Amendment that it will terminate joint operation of the RMFA upon the completion of its own fire training academy, which has an anticipated completion date to be the early part of 2016; and

**WHEREAS**, Aurora intends to continue joint operation of the RMFA until its new fire training academy is completed and the termination of this Agreement; and

**WHEREAS**, the parties now wish to approve the 6<sup>th</sup> Amendment for the term beginning on January 1, 2014 and will terminate on December 31, 2015, with the understanding the Agreement may be further amended to accommodate the final completion of the new fire training academy by Aurora; and

**NOW THEREFORE**, in consideration of the promises and the mutual covenants and obligations herein set forth, the parties agree as follows:

1. Aurora, pursuant to Article 6.D. of the Agreement, hereby gives notice to Denver that Aurora intends to terminate this Agreement when it completes construction of its own fire training academy, anticipated to be in the early part of 2016. Until this Agreement is terminated Aurora intends to utilize the RMFA in accordance with the Agreement as amended by this 6<sup>th</sup> Amendment.

2. That Paragraph A. of Article 6. of the Agreement is further amended to read as follows:

6. **CONTRIBUTIONS OF PARTIES:** The parties understand and agree that it will be necessary for them to make substantial contributions in order to establish and maintain the RMFA. The parties further agree that the benefits which will be realized through the RMFA will outweigh the contributions and do hereby agree to the following contributions to the RMFA:

A. Denver agrees to the following contributions:

(1). Denver agrees that the Academy Site described above together with such other locations within Denver as may be agreed upon by the parties in a written Amendment to this Agreement, shall be utilized for the RMFA, consistent with the terms and conditions of Ex. "A". Title to the Academy Site and to all improvements located thereon shall be held in the manner mandated in Ex. "A".

(2). Denver shall provide the main metal building shell on the Academy Site, and in addition shall construct or maintain on the Academy Site, at its own expense (except as otherwise provided in Paragraph A.(5). of Article 7 of this Agreement), pursuant to the terms and conditions of Ex. "A", the following structures, which shall be utilized by the RMFA:

- (a) Fully equipped classroom facilities.
- (b) Structure for "live-fire" suppression training.
- (c) Multi-level tower for smoke, hose and ladder training.
- (d) Dormitory, garage and equipment storage facility.
- (e) Any other facility required to be constructed by Denver on the Academy Site pursuant to Ex. "A".
- (f) Such other facility(s) as may be agreed upon by the parties in a written Amendment to this Agreement.

It is understood and agreed that any capital improvements and any major repairs to the RMFA shall be solely at the discretion and expense of Denver with no contribution from Aurora, unless agreed to by both the

Denver and Aurora Fire Chiefs.

(3) Denver shall contribute the monies necessary to pay the operational costs and utility costs of the RMFA during the term of this Agreement, as revived, extended, or amended, from Denver tax revenues, by contributing such revenues directly to the Operational Fund Account and Utility Fund Account referenced below in Article 7.A and by defraying the salaries and benefits of certain Denver employees assigned to work at the RMFA, all as set out in Exhibit B, described below. The specific allocation of such funds as between Denver and Aurora will be as established in Article 7. below.

(4) The personal property and equipment as referred to in Articles 6.D., 6.E. and 6.F. acquired for use of the RMFA by the parties utilizing funds from the Operational Fund Account or the Reserved Enterprise Account, excluding fixtures to the building, facilities, and structures of the RMFA, does have value and the parties agree to divide the personal property and equipment evenly upon termination of this Agreement. Fitness equipment and computers purchased by each department with funds other than the Operational Fund Account or the Reserved Enterprise Account are not joint property and will remain with the department making such purchases.

3. That Article 6. of the Agreement is further amended by adding a new Paragraph to be numbered G. which shall read as follows:

G. With Aurora exercising its option to terminate this Agreement in the early part of 2016, both parties agree Aurora's undivided one-half (1/2) interest in the buildings, facilities and structures of the RMFA, as referenced in Articles 6.D. and 6.E. of this Agreement, shall be distributed to Aurora as a credit for 2014 in the amount of \$50,000.00 and for 2015 in the amount of \$50,000.00 which will be used by Aurora to off-set their Operational Fund Accounts as listed in Exhibit B.

4. That Article 6. of the Agreement is further amended by adding a new Paragraph to be numbered H. which shall read as follows:

H. The non-capital items such as the personal property and equipment as referenced in Articles 6.D., 6.E. and 6.F., acquired for use of the RMFA by the parties utilizing funds from the Operational Fund Account or the Reserve Enterprise Account, excluding fixtures affixed to the buildings, facilities, and structures of the RMFA, shall be divided between the two parties by mutual verbal agreement.

5. That Paragraphs A.(3). and A.(5) of Article 7. of the Agreement are further amended to read as follows:

7. DELINEATION OF COSTS AND EXPENSES OR RMFA:

\* \* \* \*

A. Establishment of Accounts. Accounts for the collection and expenditure of funds associated with the operation of the RMFA shall be as follows:

\* \* \* \*

(3). Reserve Enterprise Account. A Reserve Enterprise Account, incorporating the existing Special Account referenced in Article 6.8.(1) of the Agreement, shall be established to receive all monies received as revenue from the operation of the RMFA during the term of this Agreement, including but not limited to training of third party personnel, public or private, and participation in activities with other levels of government or with private entities or organizations. Monies placed into this Account that were to be held as a reserve account solely for major purchases and capital construction needs of the RMFA shall be split 50-50 between the parties when the Agreement is terminated. Any expenditures from this Account must be approved by both Fire Chiefs or their designated representatives. Fees or other funds received by Denver or Aurora other than those generated by, through, or on behalf of the RMFA shall not be deposited by Denver or Aurora into the Reserve Enterprise Account and shall therefore not be subject to the terms and conditions of this Agreement. Final distribution of monies from this Account shall be based on fund balances as of December 31, 2015 (close of business) and shall allow for any adjustments to accommodate year-end financial closing activities. All distribution of monies are to be made to the parties on or before March 1, 2016.

\* \* \* \*

(5). Allocation of Operational Costs and Expenditures. It is understood and agreed that the specific obligation for maintenance, utility costs, insurance and other associated costs and expenses arising out of the operation or ownership of the buildings, equipment, facilities, and structures comprising the RMFA and payable out of the funds described in Subsections (1), (2), (4) and (5) above shall be delineated by the respective Fire Chiefs of the parties hereto in Exhibit B described above. Items specific to either Denver or Aurora for the day-to-day operations by each party, such as fuel costs, propane costs, training costs and travel expenses, will be paid for by each party's separate funds. For the years of 2014 and 2015, in exchange for Aurora's one-half (1/2) interest in the RFMA, as referenced in Article 6.D. of the Agreement, a \$50,000.00 credit for the year 2014 and a \$50,000.00 credit for the year 2015 shall be allotted to Aurora as stated in Exhibit B to this 6<sup>th</sup>

Amendment. With the allotment of the \$100,000 worth of credits to Aurora, all rights Aurora have in an undivided one-half (1/2) interest in the buildings, fixtures, facilities and structures at RFMA under Articles 6.D. and 6.E. of the Agreement shall be extinguished. Aurora will use this credit to offset their Operational Fund Account balances of both years.

6. That Paragraph B. of Article 7. of the Agreement is further amended to read as follows:

7. DELINEATION OF COSTS AND EXPENSES OR RMFA:

\* \* \* \*

B. Capital Construction and Grant Coordination. With Aurora exercising its option to terminate this Agreement in the early part of 2016 all capital construction initiatives for construction, reconstruction, remodeling or replacement of buildings or other structures at the RMFA shall be solely the responsibility of, and at the discretion and expense of, Denver. Denver and Aurora are authorized by this Agreement to seek grants for the RMFA from the State and federal governments, subject to execution of such agreements as may be required by the organic law of Denver and Aurora.

7. That Article 9. of this Agreement, as revived and amended, is further amended to read as follows:

The term of the Agreement shall commence on October 28, 1986 and terminate on December 31, 2015, provided the Agreement may be extended thereafter for an additional period of time as is required for Aurora to complete construction of its own fire training facility.

**(BALANCE OF PAGE BLANK)**

**IN WITNESS WHEREOF**, Denver and Aurora have executed, through their respective lawfully empowered representatives, this Sixth Revival and Amendatory Intergovernmental Agreement.

**RECOMMENDED AND APPROVED:**

By \_\_\_\_\_  
George "Skip" Noe, City Manager

By \_\_\_\_\_  
Ray Michael Garcia, Aurora Fire Chief

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Tim Joyce, Assistant City Attorney

Dated: \_\_\_\_\_

F:/Dept/City Attorney/CA/Tim/Fire/Rocky Mountain Fire Academy/ Sixth Revival IGA RE RMFA version 3


**IN WITNESS WHEREOF**, Denver and Aurora have executed, through their respective lawfully empowered representatives, this Sixth Revival and Amendatory Intergovernmental Agreement.

**RECOMMENDED AND APPROVED:**

By   
George "Skip" Noe, City Manager

By   
Ray Michael Garcia, Aurora Fire Chief

**APPROVED AS TO FORM:**

  
Tim Joyce, Assistant City Attorney

F:/Dept/City Attorney/CA/Tim/Fire/Rocky Mountain Fire Academy/ Sixth Revival IGA RE RMFA version 4



**Contract Control Number:**

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

SEAL

**CITY AND COUNTY OF DENVER**

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_





**EXHIBIT B**  
**Sixth Revival and Amendatory Intergovernmental Agreement**  
**(January 1, 2014 through December 31, 2015)**

This exhibit is intended to delineate responsibility for the Operational Fund and Utility Fund Accounts of the Revival and Amendatory Intergovernmental Agreement between the City and County of Denver and the City of Aurora. The shares and credits indicated below shall be applicable for 2014 and then again for 2015.

**OPERATIONAL FUND ACCOUNT<sup>1</sup>**

<u>Aurora Share</u>		<u>Denver Share</u>	
Receptionist (1)	\$40,691	Staff Assistant (1)	\$54,000
Custodian (1)	\$29,000	Copy Machine Lease/Repair	\$ 8,400
Fully Equipped Engine		Fully Equipped Engine	
Vehicle Fuel**	\$ 5,000	Vehicle Fuel **	\$12,000
Cash Appropriated*	\$50,000 (credit)	Cash Appropriated	\$67,000

\*Cash Appropriated (City of Aurora) for 2014 and 2015 shall be in the form of a credit to offset Operational Fund expenditures including, but not limited to the following:

Disposal Service	Film Processing	Printing Duplication	Towing Service
Laundry Service	Office Supplies	Software	Office Equipment
Shop & Plant Repair	Butane & Office Gases	Periodicals	Audiovisual Tapes
Safety & Training Tapes	Minor FF Equipment	Capital Equipment	Controlled Assets

\*\*Aurora and Denver are individually responsible for each entity's own fuel costs and propane costs incurred solely for that entity's operations at RMFA.

**UTILITY FUND ACCOUNT<sup>1</sup>**

<u>Aurora Share</u>		<u>Denver Share</u>	
Utilities	\$28,000	Utilities	\$28,000

Utility costs will be shared on a 50/50 basis. The cost will be based on industry standards per square foot. Utility costs will include, but not be limited to: Gas, Electric, Water, Sewer, Phone, and any other infrastructure item not listed.

APPROVED BY:

\_\_\_\_\_  
 Fire Chief for City of Aurora

\_\_\_\_\_  
 Fire Chief for City and County of Denver

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

<sup>1</sup>Operational and Utility Fund Account expenditures are estimates based on historical data.