

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF MORRISON, COLORADO
AND THE CITY AND COUNTY OF DENVER, COLORADO
REGARDING WATER SUPPLY FOR RED ROCKS PARK

This Intergovernmental Agreement (this "Agreement") is made and entered into as of the _____ day of _____, 2016 by and between the Town of Morrison, a Colorado municipal corporation whose address is 321 Colorado Hwy 8, Morrison, CO 80465, sometimes referred to herein as the "Town", and the City and County of Denver, Colorado, a municipal corporation of the State of Colorado whose address is 1437 Bannock, Denver, CO 80202, sometimes referred to herein as the "City;" together the Town and the City are sometimes referred to herein as the "Parties" or individually as a "Party."

WITNESSETH:

WHEREAS, the Town is owner and operator of a municipal water treatment and distribution facility located within the Town and taking as its source of supply water from Bear Creek under water rights exclusively owned by the Town; and

WHEREAS, the City owns or has an interest in certain tract(s) in Jefferson County, Colorado, and through its Denver Arts & Venues division, operates a cultural facility used as a venue for musical performances, concerts, and other cultural amenities, including but not limited to Red Rocks Amphitheatre, which is located in Red Rocks Park (the Park, Amphitheater, and all other buildings, improvements and activities within the Park are collectively referred to herein as "Red Rocks"); and

WHEREAS, the City has determined that Red Rocks does not currently have a sufficiently reliable source of water and therefore wants to secure an extension of the water supply service rendered by the Town to serve Red Rocks; and

WHEREAS, the Town has capacity in its municipal water system to provide perpetual municipal water supply to Red Rocks, subject to the limitations, terms, and conditions set forth below; and

WHEREAS, the City intends to allocate an amount not to exceed \$1,500,000 of the proceeds (the "Allocated Proceeds") of its general obligation bonds, approved by the qualified and registered voters of the City on November 6, 2007 to secure a water supply service for Red Rocks and provide for the acquisition and installation of such Water Facilities and Sewer Infrastructure Improvements; and

WHEREAS, in order to provide for the payment of the water facilities, and to induce the Town to provide its water supply service to Red Rocks, the City will use the Allocated Proceeds to acquire the water facilities, as defined herein; and

WHEREAS, each Party has full power and authority under Colorado law, specifically Section 29-1-203, CRS and the Charter and ordinances of each Party to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Town and City agree as follows:

ARTICLE 1: ACQUISITION OF WATER FACILITIES

Section 1.01 Nature and Scope of the Water Facilities

The water facilities to be installed by the Town (collectively the "Water Facilities"), are shown on the plans attached as **Exhibit A**, and shall include the following:

- a. fifty (50) equivalent residential (EQR) water taps, as described in Section 3.07;
- b. a pumping station, including foundation, protective building structure, and associated electrical service;
- c. a four-inch water line connecting the Town's existing water system along an approximate 3,900 foot alignment from the pumping station to Red Rocks distribution lines located at the Red Rocks Trading Post; and
- d. a one-inch water distribution line from a point of connection adjacent to the Trading Post to the Red Rocks Box Office.

Section 1.02 Sewer Infrastructure Improvements

- a. The Town agrees to install, and the City agrees to acquire from the Town upon completion of installation, the following Sewer Infrastructure Improvements for the purpose of improving the transmission of sewage from Red Rocks to the Town's wastewater treatment facility, which transmission and treatment are the subject of a separate intergovernmental agreement between the Parties dated July 15, 2004, as amended:
 - Replacement of existing four inch sewer line connecting Red Rocks sewer lines to the Town's wastewater system with eight inch sewer line.

The plans for the Sewer Infrastructure Improvements are shown on the attached **Exhibit A**.

- b. Payment for the acquisition of the Sewer Infrastructure Improvements shall follow the procedure in Section 3.07.

Section 1.03 Acquisition and Installation Obligations

The Town shall be solely responsible for the acquisition and installation of the Water Facilities and the Sewer Infrastructure Improvements.

- a. Town will complete the acquisition and installation of the Water Facilities and will start providing water to Red Rocks no later than six (6) months after the Town commences acquisition and installation of the Water Facilities. If unable to meet this requirement, Town will make available potable water to Red Rocks through procedures using the fire

hydrant permitting process, the City agrees to pay for such potable water and delivery thereof at the usage rate established in Section 3.03 below.

- b. The Water Facilities installed hereunder shall be and will remain the sole and exclusive property of the City (the "City Water Facilities") upon completion of installation and acceptance by the City, except for the following, which shall be and remain the sole and exclusive property of the Town, free and clear of any claims of any kind by the City: the pump station and related structure and the four inch water main from the pump station to the boundary of Red Rocks (the "Town Water Facilities"). The City Water Facilities and Town Water Facilities are further identified in **Exhibit A**.
- c. The Sewer Infrastructure Improvements installed hereunder shall be and will remain the sole and exclusive property of the City. The Sewer Infrastructure Improvements are further identified in **Exhibit A**.
- d. Notwithstanding anything to the contrary contained in this Agreement or in the Town's Charter and ordinances, the Town will not permit any use of the City Water Facilities except by the City and the City's agencies.
- e. The Town further agrees that if any portion of said Water Facilities are to be installed on property other than roadways or streets dedicated to the public use, the Town will at the Town's sole expense, acquire appropriate easement(s) therefore over, in and upon such property, including full right(s) of ingress and egress during the installation, operation, repair, maintenance or replacement of said Water Facilities. Instruments evidencing such easements shall be in a form acceptable to the City and the Town for such conveyance and shall be supported by such title evidence as City shall require. Notwithstanding the above, the Town shall request, and the City shall reasonably grant, a Temporary Construction Access Permit for the installation of any Water Facilities on property owned by the City and designated as a park. Such Temporary Construction Access Permit shall be on the City's standard form.

Section 1.04 Water Facility and Sewer Infrastructure Improvement Costs

The current estimated cost for the Water Facilities and the Sewer Infrastructure Improvements to be acquired and installed by the Town and acquired by the City pursuant to this Agreement are detailed on the attached **Exhibit B** entitled "Preliminary Cost-Infrastructure; Red Rocks Amphitheatre Connection."

Section 1.05 Final Site Conditions

Parties agree that at the conclusion of the infrastructure installation, all debris, litter, tools, spoils, and excess materials shall be removed from the site. All disturbed roads, sidewalks, parking lots, and natural areas will be restored to the existing condition prior to the installation. Asphalt paving and aggregate base course shall be restored to a minimum depth matching existing paving, removed fencing shall be reinstalled, and natural areas shall be restored and revegetated as appropriate and graded to match adjacent existing grades.

ARTICLE II: OPERATION AND MAINTENANCE

Section 2.01 General Obligation for Operation and Maintenance

The Town will operate and maintain the Water Facilities acquired by the City pursuant to this Agreement, as well as certain water facilities owned by the City and located within Red Rocks for distribution of water to various users within Red Rocks, including but not limited to the following:

- a. The pumping station and four-inch water line to the boundary of Red Rocks property shall be owned and maintained exclusively by the Town.
- b. The four-inch water line from the boundary of Red Rocks property to its connection with Red Rocks' distribution system at the Trading Post.
- c. Existing potable water distribution system lines shown on Exhibit A.
- d. The one-inch water line from a point of connection adjacent to the Trading Post to the Red Rocks Box Office.
- e. The 894,000 gallon finished water tank located within Red Rocks.
- f. Fire hydrants located within Red Rocks.

Section 2.02 Operation and Maintenance Obligations

- a. The Town will be solely responsible for operating and maintaining all infrastructure described at Section 2.01, whether owned by the Town or by the City. The Town's obligations for operation and maintenance shall include but not be limited to all of the customary operations and functions performed by the Town with respect to the municipal water treatment and distribution system within the Town, from the treatment plant to the point of connection between the four- inch water line and Red Rocks' individual distribution lines.
- b. The Town will operate and maintain all valves, pumps, fire hydrants, and water tanks within Red Rocks' water distribution system.
- c. The City will be responsible for all fire prevention and backflow prevention facilities and obligations within Red Rocks. The Town will ensure that the required 200,000 gallon fire protection reserve is maintained within the finished water tank.
- d. The City will be responsible for all service lines, regardless of size.
- e. The Town will guarantee potable water quality pursuant to all applicable requirements, including those of the state of Colorado, for all water delivered to Red Rocks' distribution system pursuant to this Agreement. The Town will use its best efforts to maintain the potable water quality in the one-inch line to the Red Rocks Box Office, however the Town does not and cannot guarantee potable water quality in the one-inch line to the Red Rocks Box Office. The City agrees water service provided to the Box Office may only be used for toilet flushing or other nonpotable purposes.
- f. The Town shall be responsible for all costs of operation and maintenance described herein, which costs are included within the schedule of charges set forth at Article 3, with the exception of major capital replacement and repair, discussed below.

ARTICLE 3: WATER SERVICE CHARGES; FEES, AND COSTS

Section 3.01 Definitions

The capitalized terms used in this Article 3 shall have the following definitions:

“High Annual Usage Amount” shall mean more than 6,000,000 gallons used by the City from January 1 to December 31 of each year.

“High In-Town Rate” shall mean the rate uniformly applied to In-Town Users per thousand gallons for the High Annual Usage Amount.

“In-Town User” shall mean users of the Town water system within the corporate limits of the Town.

“Out of Town Multiplier” shall mean 1.75.

“Standard Annual Usage Amount” shall mean equal to or less than 6,000,000 gallons used by the City from January 1 to December 31 of each year.

“Standard In-Town Rate” shall mean the rate uniformly applied to In-Town Users per thousand gallons for the Standard Annual Usage Amount.

Section 3.02 Water Service Charges

In addition to the water tap fee described in Section 3.07 below, the Parties agree that the City shall pay a monthly base water service charges to the Town in return for the perpetual water service to be provided to Red Rocks through the Water Facilities. The City shall pay to the Town monthly in arrears, a base water charge of \$2,250 (\$27,000 per year) at \$45 per EQR.

Section 3.03 Usage Fees

The City shall pay the Town at the following rates:

- For the Standard Annual Usage Amount, at the rate of the Standard In-Town Rate multiplied by the Out of Town Multiplier. As of the date of the execution of this Agreement, the Standard In-Town Rate is \$2.50 per thousand gallons.
- For the High Annual Usage Amount, at the rate of the High In-Town Rate multiplied by the Out of Town Multiplier. As of the date of the execution of this Agreement, the High In-Town Rate is \$4.50 per thousand gallons.

The Out of Town Multiplier is imposed for service outside the Town’s municipal boundaries. The City shall pay to the Town monthly in arrears a usage fee based upon the number of gallons used, as measured at the pumping station. Usage shall be measured at a master meter at the pumping station, which shall include a deduct meter. The measurement of the City’s water usage shall deduct any water flowing back through the deduct meter at the pumping station and returning to the Town system. The Town shall grant reasonable access to the City for the purpose of inspecting the master meter.

Section 3.04 Rate Changes

To the extent the Town shall adjust its rate for water users, the Parties agree that:

- a. the City's monthly base water charge of \$45 per EQR shall be adjusted in accordance with any adjustments to the monthly base water charge uniformly imposed upon In-Town Users;
- b. the Standard In-Town Rate shall be adjusted in accordance with any adjustments to the Standard In-Town Rate uniformly imposed upon In-Town Users for the Standard Annual Usage Amount; and
- c. the High In-Town Rate shall be adjusted in accordance with any adjustments to the High In-Town Rate uniformly imposed upon In-Town Users for the High Annual Usage Amount.

Changes to the rate schedule shall not be applied to the City until January 1 of the year following adoption of the revised rate. Town shall provide notice to the City of revisions to the rate schedules no later than July 1 of each year. The Out of Town Multiplier shall not be subject to change as described in this Section 3.04.

Section 3.05 Major Capital Replacement & Repair Costs

The Parties agree that the price for acquisition and installation of the Water Facilities described in Section 1.01 and on **Exhibit A**, and the monthly base charge and usage fees described in this Article 3, are inclusive of the Town's cost to operate and maintain the Water Facilities within and outside Red Rocks and for municipal water service to Red Rocks, all as described in Article 2. However, in recognition of the fact that Red Rocks' water distribution system, including its water tank, are existing and of varying ages and thus subject to infrastructure deficiencies and failures which are difficult to estimate, the Parties agree that in addition to the tap fees, base charge, and usage charges described in this Article 3, the City shall pay for the following capital repair and replacement costs as needed:

- a. water tank repair or replacement
- b. main line repair or replacement
- c. hydrant and valve replacement
- d. pumping station extraordinary maintenance or repair beyond manufacturer's recommended preventative maintenance program.

The Town shall notify the City of the need for capital repair and replacement and shall conduct such repairs or replacements requiring completion within sixty (60) days from the date of the Town's notice. For repairs or replacements that can be completed after sixty (60) from the date of the notice from the Town, the City may elect to either self-perform or seek bids, including a bid from the Town, to complete such repairs or replacements. In the event that the Town conducts capital repair and replacement pursuant to this Section 3.05, the City shall reimburse

the Town, pursuant to the procedure set forth in Section 3.07, for such capital repair and replacement costs.

In the event that the Town's negligent maintenance and operations of the Water Facilities causes damage to the Water Facilities to the extent that repair or replacement of the Water Facilities is required pursuant to this Section 3.05, the Town shall pay the costs of any such necessary replacement or repair.

Section 3.06 Operating Costs

The Parties agree that the Town will be required to hire an additional employee ("FTE") to handle the additional workload necessitated by operation and maintenance of the Water Facilities. The City shall pay the costs of the FTE with an hourly rate not to exceed \$25.00/hour, inclusive of benefits, for a total number of hours which shall not exceed 2080 hours per year. The Town shall document the hours and description of the FTE's work on the Water Facilities on each monthly invoice submitted to the City and the City shall pay such invoice monthly in arrears. The invoice shall be in the form attached hereto as **Exhibit D**. The Town may increase the hourly rate of the FTE by no more than the increase in the Consumer Price Index (rounded to the nearest dollar) each year. The Town shall provide notice of an increase in the hourly rate of the FTE to the City no later than July 1 of each year and such increase shall become effective on the following January 1.

As used herein, "Consumer Price Index" means the consumer price index for the Denver-Boulder-Greeley area as published by the United States Department of Labor, Bureau of Statistics, or any successor.

Section 3.07 Payment Procedures

The total acquisition and installation price for the Water Facilities and the Sewer Infrastructure Improvements will not exceed \$1,500,000. The Town will effect the acquisition and installation of the Water Facilities and supply water to Red Rocks. The City will pay to the Town the following consideration for the same:

- a. Fifty (50) equivalent residential (EQR) water taps on the Town's municipal water system at a cost of \$4000 per tap for a one-time payment of \$200,000;
- b. The actual cost of acquisition and installation of the Water Facilities as described at Section 1.01 and the Sewer Infrastructure Improvements as described at Section 1.02; and

The procedure for payment made by the City to the Town for the Water Facilities and the Sewer Infrastructure Improvements, shall be as follows:

- The Town shall submit a requisition, in the form set forth in **Exhibit C** attached hereto and incorporated herein (the "Requisition"), and any supporting documentation required by the City which may be provided following the procedures set forth in the Requisition. The Town may submit Requisitions as needed, but no more frequently than once each month.

- The City shall promptly, but not later than 30 days after its receipt of a proper Requisition, pay to the Town the amount(s) described therein.
- Such Requisition may total up to One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) as the sum of the tap fee and the actual cost of the acquisition and installation of said Water Facilities to be charged the City, with supporting Requisition documents to be provided establishing the actual cost of the Water Facilities with each Requisition.

The Town represents that the total cost to the City of installing the Water Facilities and the 50 EQR fees will not exceed the actual cost of acquisition and installation of the Water Facilities, along with the tap fee required.

Section 3.08 Invoices

Invoices for water service, usage fees, and operation and maintenance charges shall be submitted monthly in the forms attached as **Exhibit D**. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

Section 3.09 Use of Allocated Proceeds

The Town acknowledges that the City is using the Allocated Proceeds, which are proceeds of the City's tax-exempt general obligation bonds to pay the costs of acquiring and installing the Water Facilities and Sewer Infrastructure Improvements. To assist the City in maintaining the tax-exempt status of such bonds, the Town covenants that it will notify the City in the event any of the Water Facilities or Sewer Infrastructure Improvements are subject to ownership or use other than the ownership and use described in this Agreement.

ARTICLE 4: OPERATION AND MAINTENANCE

Section 4.01 General Obligation to Operate and Maintain

The Parties agree that the Town of Morrison shall be responsible for all operation and maintenance obligations of the Water Facilities, including the pumping station for such water line and all tanks and pumps necessary to deliver water to the individual distribution lines located in Red Rocks for potable water distribution.

Section 4.02 Operational Requirements and Guarantees

- a. The Town agrees to provide the municipal water service to Red Rocks through the Water Facilities in the same manner, quality, and pressure as all other municipal customers of the Town's municipal water system. The Parties recognize that any municipal water system can be subject to interruptions in service or decreases in quality or quantity as a result of unexpected occurrences or acts of God. The Town shall treat service to Red Rocks with the same care it brings to the service provided to all other customers of its water system, and will minimize the duration and nature of any outages or reductions in service. In the event of such an outage or reduction in service, the Town will make available to Red Rocks the ability to transport of water by truck into Red Rocks at no

additional cost to the City to sustain Red Rocks operations until regular water service is restored.

- b. The City will provide access to the Town employees for the purpose of performing the operation and maintenance activities allocated to the Town under this Agreement, as well as for the purpose of regular testing, monitoring, and complying with all requirements of the Colorado Department of Public Health and Environment. The Town shall be responsible for continuous compliance, testing, and sampling of all water delivered to Red Rocks pursuant to this Agreement such that Red Rocks, as any other customer of the Town system, shall have no independent obligation in that regard.
- c. Town Code Article 8 Chapter 1 (the "Town Water System Code") shall equally apply to Red Rocks as another customer of the Town's municipal water system. In the event of any conflict between the terms and conditions contained in this Agreement and those contained in the Town Water System Code, then the terms and conditions contained in this Agreement shall be deemed to be controlling over those in the Town Water System Code.

Section 4.03 No Outside Connections

Because the Town will be providing all municipal water system needs required by Red Rocks, the City agrees that its potable water system will not be supplemented by water from any other source and that no physical connection shall exist or be maintained between the Water Facilities, or distribution lines located within Red Rocks for potable water delivery, and any other water source.

ARTICLE 5 GENERAL PROVISIONS

Section 5.01 Annual Appropriation

The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually by the Denver City Council, paid into the Treasury of the City, and encumbered for the purpose of the Agreement. The City does not by this Agreement irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

Section 5.02 Electronic Signatures

The Town consents to the use of electronic signatures by the City. This Agreement, and any other documents requiring a signature under this Agreement, may be signed electronically by the City in the manner specified by the City, or by the Town in the manner specified by the Town. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Section 5.03 Inspection of Records

Any authorized agent of the City, including the City Auditor or his or her representative, has the right to access and the right to examine any pertinent books, documents, papers and records of the Town, involving transactions related to this Agreement until the latter of three (3) years after the final payment under this Agreement or expiration of the applicable statute of limitations.

Section 5.04 Access to Red Rocks Facilities

The Town shall be provided reasonable access to all Red Rocks facilities during the acquisition and installation of the Water Facilities for the purpose of ensuring compliance with plans approved by the Town. The Town shall be provided with such reasonable access to Red Rocks facilities as may be required by it to perform its operation and maintenance obligations as contemplated herein.

Section 5.05 Regulatory Changes

The City agrees that regulatory changes may impact the standards and requirements of operation of the Town's water treatment and distribution system, necessitating changes. The City agrees to comply with such requirements as may be uniformly applied to all municipal water connections to the Town's system.

Section 5.06 Enforcement

The Parties agree this Agreement may be enforced in law or in equity for specific performance, injunctive, or other appropriate relief, including actual damages and attorney fees as may be available according to the laws and statutes of the state of Colorado; provided, however, the Parties hereby release any claims for incidental, consequential economic or punitive damages. It is specifically understood that, by executing this Agreement, each Party commits itself to perform pursuant to these terms and conditions contained in this Agreement, and that any failure to comply which results in any recoverable damages shall not cause the termination of any rights or obligations under this Agreement.

Section 5.07 Perpetual Service; Termination; Amendment

In recognition of the fact that the Parties intend that the City as shall be a permanent municipal water supply customer of the Town for the water supply needs of Red Rocks, the term of this Agreement is agreed by the Parties to be perpetual. This Agreement may be terminated or amended only by: (i) mutual agreement of the Parties in a written amendment to this Agreement; or (ii) a default by one Party which is not remedied or cured within a reasonable time after notice of such default from the non-defaulting Party. It is the intention of the Parties that they shall diligently work to cure defaults and that the remedy of termination of this Agreement for default shall be exercised only in an extreme case, and only after the City has made arrangements satisfactory to it for a replacement source of water supply for Red Rocks.

Section 5.08 Governing Law; Venue

This Agreement shall be construed and enforced in accordance with the laws of the United States, the State of Colorado, the applicable provisions of the Charter, Revised Municipal Code, ordinances, regulations and Executive Orders of the City and County of Denver, and the applicable provisions of the Charter and Municipal Code of the Town of Morrison, which are expressly incorporated into the Agreement. Unless otherwise specified, any reference to statutes, laws, regulations, charter or code provisions, ordinances, executive orders, or related memoranda, includes amendments or supplements to same. Venue for any legal action relating to this Agreement shall lie in either the District Court in and for the City and County of Denver or the District Court in and for Jefferson County, as the Party initiating the legal action may choose.

Section 5.09 No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Town; and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person on such Agreements. It is the express intention of the Parties that any person or entity other than the City and the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

Section 5.10 Claims

In the event of any claim, demand, suit, or action is made abroad in writing by any third person or entity against one of the Parties related in any way to this Agreement, the Party in receipt of the same shall promptly notify and provide copy of said claim, demand, suit, or action to the other Party.

Section 5.11 Notice

All notices, demands or consents required or permitted under this Agreement shall be in writing and delivered personally or by appropriate facsimile or electronic transmission (receipt verified) or by certified mail, return receipt requested, to the following:

Town of Morrison: Town Administrator
Town of Morrison
321 Colorado Hwy. 8
Morrison, Colorado 80465

with a copy to: Town Attorney
Town of Morrison
321 Colorado Hwy. 8
Morrison, CO 80465

To Denver: Executive Director
Denver Arts & Venues
City and County of Denver
1345 Champa Street
Denver, CO 80204

With a copy to: Office of the City Attorney
City and County of Denver
1437 Bannock Street, Room 353
Denver, CO 80202

and to: Venue Director, Red Rocks
Amphitheatre
Denver Arts and Venues
City and County of Denver
4600 Humboldt Street
Denver, CO 80216

The number of persons or addresses set forth above may be changed any time by written notice in the manner provided herein.

Section 5.12 Entire Agreement

This Agreement, including the exhibits which are hereby incorporated by this reference, constitutes the entire agreement of the Parties. The Parties agree there have been no representations, oral or written other than those contained herein and that the various promises and covenants contained herein are mutually agreed upon and under consideration for one another.

Section 5.13 No Joint Venture

This Agreement is not intended nor shall this Agreement be construed to establish or constitute a joint venture between the Parties.

Section 5.14 No Assignment

No Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. The Town may, however, contract and/or subcontract the acquisition and installation of the Water Facilities as provided in this Agreement.

Section 5.15 Severability

Should any one or more provisions of this Agreement be determined to be illegal or unenforceable all other provisions nevertheless remain if effective; provided however, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft terms or conditions that will legally achieve the original intent and purposes of the Parties hereunder.

Section 5.16 Headings for Convenience

Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the proper scope or intent of any provision of this Agreement.

Section 5.17 Authority

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the Party and to bind the Party to its terms. The persons executing this agreement on behalf of each Party warrant that he/'s she/they have full authorization to execute this Agreement.

Section 5.18 Insurance

Each Party may be self-insured as required by Colorado law, or may acquire insurance to insure the activities undertaken in this Agreement. The cost of any such insurance shall be borne exclusively by the Party obtaining such insurance and each Party shall determine what coverage if any is required.

Section 5.19 Colorado Governmental Immunity Act

The Parties agree that the Parties are relying upon, and have not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 5.20 No Construction Against Drafting Party

The Town and the City acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any Party merely because this Agreement or any of its provisions, have been prepared by a particular Party.

Section 5.21 Execution of Agreement

This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of City and Town.

Section 5.22 Use, Possession or Sale of Alcohol or Drugs

Town shall cooperate and comply with the provisions of City Executive Order 94 and its Attachment A concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in contract personnel being barred from City facilities and from participating in City operations.

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 _____



TOWN OF MORRISON

By: Sean Forey
Sean Forey, Mayor

ATTEST: [Signature]
Charla Bryant, Town Clerk



STATE OF COLORADO)
)ss.
COUNTY OF JEFFERSON)

The above and foregoing Intergovernmental Agreement was subscribed and sworn to before me by Sean Forey as Mayor and Charla Bryant as Town Clerk, of the Town of Morrison this 18th day of February, 2016.

KARA ZABILANSKY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074008039
MY COMMISSION EXPIRES FEB. 23, 2019

[Signature]
Notary Public

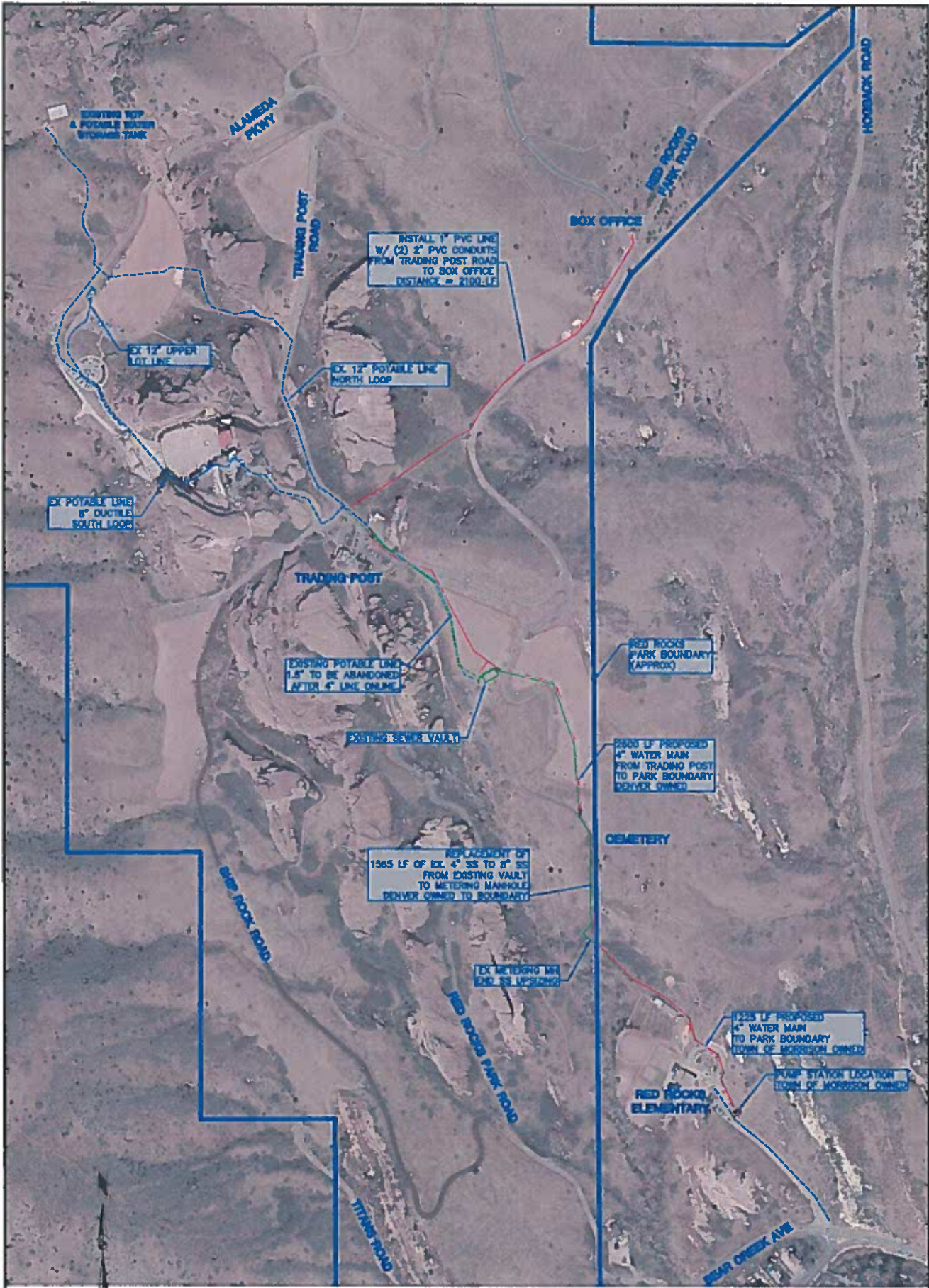
My commission expires: 2-23-2019



EXHIBIT A

Water Facilities and Sewer Infrastructure Facilities

[Attached]



TTG
 8222 TUDOR LANE
 LOWE, TEXAS, TX 75024
 (303) 762-0867

**WATER SUPPLY FOR RED ROCKS PARK
 IGA EXHIBIT A
 OVERALL IMPROVEMENTS PLAN**

- LEGEND**
- PROPOSED POTABLE WATER LINE
 - EXISTING POTABLE WATER DISTRIBUTION SYSTEM LINES
 - EXISTING POTABLE DISTRIBUTION MAIN TO BE ABANDONED
 - EXISTING SANITARY SEWER MAIN TO BE UP-SIZED
 - EXISTING SANITARY SEWER TO REMAIN AS IS

EXHIBIT B

Preliminary Cost-Infrastructure

[Attached]

Appendix B

Preliminary Costs – Infrastructure

Red Rocks Amphitheater Connection

Tap Fees	\$200,000
Water Infrastructure Improvements	
3900 LF – Transmission Main	\$410,000
Booster Pump Station	\$197,000
Controls	\$75,000
1" Service Line to Box Office	\$100,000
Water Improvements Subtotal	\$782,000
Other Costs	
Construction Contingency (10%)	\$78,000
Engineering (Design/Bid/Constr. Services)	\$86,500
Extension of Power (Xcel)	\$20,000
Easement Acquisition (Surveying)	\$10,000
Ancillary Costs	\$194,500

Total Estimated Water Infrastructure Cost	\$1,176,500
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Sewer Infrastructure Improvements	
Upsize from EQ to Metering MH	\$200,000
Construction Contingency (10%)	20,000
Total Sewer Cost	\$220,000

EXHIBIT C

Form of Requisition

[Attached]



Red Rocks Water Supply Payment Requisition

TO: City and County of Denver
 Attn: Better Denver Bond Program
 201 West Colfax
 Denver, CO 80202

FROM: Town of Morrison
 321 Highway 8
 Morrison, CO 80465

CCN #

Payment Requisition No.		Payment Terms	Due Date	
No.		30 day Net		
Item #	Description	Estimated Cost	Actual Costs*	Requisition Amount Requested
Water Facility Components:				
1	4" Transmission Main - 3,900 Linear Feet	\$410,000		
2	Booster Pump Station	\$170,000		
3	Electrical & Controls	\$75,000		
4	1" Service Line to Box Office	\$100,000		
5	6" Main Extension to Red Rocks Amphitheatre			
Other Ancillary Costs				
6	Engineering & Design	\$100,000		
7	Extension of Power (Excel)	\$20,000		
8	Easement Acquisition and Surveying	\$10,000		
9	Sewer Line Upsize from EQ to Metering MH	\$200,000		
10	Project Contingency	\$315,000		
		Total Estimate	\$1,400,000	
			Subtotal	
			Requisition Total	

The Town of Morrison will provide with each Payment Requisition subcontractor invoices, material costs, equipment, fees, and labor amounts of self performed work evidencing the direct and actual costs for each aspect of the installation of the water facilities and other ancillary costs. The Town of Morrison will notify the City in advance of the need to access Project Contingency and provide a summary of the anticipated funds with the Requisition.

The Town of Morrison hereby certifies that all information contained in this Payment Requisition is true and correct.

 Town of Morrison Date

**Final Actual Costs will be submitted to the City. Should actual costs be less than the Total Estimate, that underrun shall be refunded to the City in the form of a check made payable to the Manager of Finance and promptly sent to the Better Denver Bond Program, attention Shawn Ropp.*

EXHIBIT D

Form of Monthly Invoices

[Attached]

TOWN OF MORRISON
 321 HIGHWAY 8
 MORRISON, CO 80465
 303-697-8749

SERVICE ADDRESS		
XX		
ACCOUNT NUMBER	DUE DATE	PAY THIS AMOUNT
XXXXXXXXXXXXXX	02/12/16	9,999,999.00 CR

ADDRESSEE:

XX
 XX
 XX
 XX
 XX



Service from	Service to	Customer Number	Service Address													
02/12/16	02/12/16	XXXXXXXXXXXXXX	XX													
<p style="text-align: center;"><u>Meter Readings</u></p> <table border="1"> <thead> <tr> <th>Previous</th> <th>Current</th> <th>Usage</th> </tr> </thead> <tbody> <tr> <td>999999999</td> <td>999999999</td> <td>999999999</td> </tr> <tr> <td>999999999</td> <td>999999999</td> <td>999999999</td> </tr> <tr> <td colspan="3">XX</td> </tr> </tbody> </table>			Previous	Current	Usage	999999999	999999999	999999999	999999999	999999999	999999999	XX			DESCRIPTION	AMOUNT
			Previous	Current	Usage											
999999999	999999999	999999999														
999999999	999999999	999999999														
XX																
			PREVIOUS BAL.	9,999,999.00 CR												
			PAYMENTS	9,999,999.00 CR												
			ADJUSTMENTS													
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			XXXXXX	9,999,999.00 CR												
			PAY THIS AMOUNT													
			39,999.00 CR													

MESSAGE:

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

TOWN OF MORRISON
 321 HIGHWAY 8
 MORRISON, CO 80465
 303-697-8749

AMOUNT DUE	CHECK NUMBER	AMOUNT PAID
9,999,999.00 CR		

XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX
 XXXXXXXXXXXXXXXXXXXX

Service Address
 XXXXXXXXXXXXXXXXXXXX

TOWN OF MORRISON

321 HIGHWAY 8
MORRISON, CO 80465
303-697-8749

Invoice

Date	Invoice #
2/11/2016	350

Bill To
Denver Coliseum Red Rocks Amphitheater Attn: Melanie Santistevan 4600 Humboldt Street Denver, CO 80216

Sample

P.O. No.	Terms	Project
	Due Upon Receipt	

Quantity	Description	Rate	Amount
160	Description of monthly billing for FTE.	25.00	4,000.00
Total			\$4,000.00