

ELEVENTH AMENDATORY AGREEMENT

THIS ELEVENTH AMENDATORY AGREEMENT is made and entered into on the date hereinafter set forth, by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“Denver” or the “City”), and **JEFFERSON COUNTY, COLORADO**, (the “County”) and the **JEFFERSON COUNTY SHERIFF** through the Jefferson County Sheriff’s Office (“Sheriff or “JCSO”).

WITNESSETH:

WHEREAS, the City and the County entered into an Agreement dated December 16, 1993, relating to law enforcement services on park property owned by Denver located within Jefferson County (the “Denver Mountain Parks”) and amended the Agreement on October 31, 1995, April 5, 1996, February 5, 1997, May 27, 1998, February 18, 1999, August 29, 2000, August 13, 2001, September 1, 2004, March 20, 2007 and April 20, 2010 (the “Agreement”); and

WHEREAS, the City and the County wish to amend the Agreement to extend the term of the Agreement for up to three (3) additional years, and to increase the total amount of the Agreement.

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

1. Article 2 of the Agreement entitled “**REIMBURSEMENT TO JCSO**” is hereby amended to read as follows:

“**2. REIMBURSEMENT TO JCSO.** Denver shall reimburse the JCSO for patrol and law enforcement services provided within the Denver Mountain Parks, commencing January 1, 2013, pursuant to the pricing set forth on Exhibit G-1, attached hereto and incorporated herein by this reference, at the hourly rate of **Forty-Eight Dollars and Seventy Cents (\$48.70)**. The frequency, scheduling and rate of payment for Denver Mountain Park patrol services for 2013 through 2015 shall be delineated on Exhibit G-1. JCSO will not charge Denver for providing investigative support services in the Denver Mountain Parks. The rates for payment for vehicle usage and supervisory shifts are set forth on Exhibit G-1, provided that all such payments shall be included within that annual maximum payment hereunder of **One Hundred Eighty Eight Thousand One Hundred Twenty Two Dollars (\$188,122.00)** through December 31, 2013; **One Hundred Ninety Three Thousand and Twenty Seven Dollars (\$193,027.00)** through December 31, 2014; and **One Hundred Ninety Eight Thousand and Sixty Four Dollars (\$198,064.00)** through December 31, 2015. The total compensation to the County provided for herein through December 31, 2013 shall not exceed **Three Million Two Hundred Thirty Nine Thousand Nine Hundred Twenty Seven Dollars (\$3,239,927.00)** (Maximum

Contract Price) unless Denver assents to an increase in the Maximum Contract Price by authorizing a renewal of this Agreement pursuant to the Option(s) to Renew set out herein. Compensation at the rates provided for herein will be made within thirty (30) days after Denver's receipt of billing document from the JCSO. The billing documents will be supported by daily field activity reports. Monthly invoices will include actual miles driven by the JCSO deputies in the Denver Mountain Parks and hours expended patrolling the Denver Mountain Parks.

Denver represents to the County and Sheriff that **Three Million Two Hundred Thirty Nine Thousand Nine Hundred Twenty Seven Dollars (\$3,239,927.00)** has been legally appropriated to date for the purpose of this Agreement by its City Council and paid into the Treasury of the City. The County and Sheriff acknowledge that (i) Denver does not by this Agreement irrevocably pledge present cash reserves for contingent payment in future fiscal years, and (ii) this Agreement is not intended to create a multiple fiscal year direct or indirect debt of financial obligation of Denver. Denver shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Denver's Revised Municipal Code.

Notwithstanding any other term or condition hereof, this Agreement is a fiscal year 2013 Agreement, subject to the unilateral decision of Denver to either terminate the Agreement on or before December 31, 2013, or to exercise its Option(s) to Renew the Agreement for (2) additional one (1) year periods. The total obligation of the City shall equal the sum of **One Hundred Eighty Eight Thousand One Hundred and Twenty Two Dollars (\$188,122.00)** for the twelve (12) month period commencing January 1, 2013 unless the City exercises its option to extend the term hereof for additional year(s) on an annual basis as provided for above. Should the City elect to extend the term hereof on an annual basis, the potential additional payment obligations for such future extensions shall be as follows:

January 1, 2014 to December 31, 2014	\$193,027.00
January 1, 2015 to December 31, 2015	\$198,064.00

In the event of such renewal(s), the maximum amount appropriated to date by the City for this Agreement in each of such years shall be as follows:

Year 2014	\$3,432,954.00
Year 2015	\$3,631,018.00

It is understood that funds appropriated by Denver for this Agreement for fiscal year 2013 as of the date of execution of this Agreement are the only funds which will be payable by Denver during 2013. Denver's option to renew this Agreement for the additional period(s) through 2015 shall be exercised by the action of the Denver City Council in appropriating funds for the payment of such contingent 2014 and 2015 payments as are known to and approved by Denver as of the date of each of such

subsequent year's appropriations. In the event that such appropriation for this Agreement is not made for 2014 or 2015, Denver will be deemed to have thereby failed to exercise its option to renew this Agreement for such additional year(s).

It is understood and agreed that any payment obligation of Denver hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purposes of the Agreement, and paid in to the Treasury of Denver."

2. That Article 4 of the Agreement entitled "**PERIOD OF PERFORMANCE**" is hereby amended to read as follows:

PERIOD OF PERFORMANCE: "The term of this Agreement shall commence on December 16, 1993, and terminate on December 31, 2013, provided that the Agreement may be extended for two (2) additional successive one (1) calendar year periods pursuant to the Option(s) to Renew described in Article 2 above. Such Option(s) to Renew may be exercised so long as Denver appropriates monies to fund the patrol and law enforcement services in the amounts set out in Article 2 above for each such succeeding year. Each such Option to Renew may be exercised by a letter from the City to the County and the JCSO delivered no later than thirty (30) days prior to the end of the calendar year prior to the one in which the City elects to effect the renewal. Such letter shall incorporate any new exhibits to the Agreement agreed upon by the parties. Such further renewals shall not necessitate a formal amendment of this Agreement or further approval by the Denver City Council."

3. The County and JCSO acknowledge that the Denver Police Department ("DPD") is responsible for the investigation of any crimes and/or incidents at all concerts and/or special events occurring at the Denver Mountain Parks that are staffed by DPD personnel and occurring two (2) hours before, during, and two (2) hours after any such concert and/or special event staffed by DPD or, until officers secure the scene from such concert or special event.

4. The County consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. 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.

5. This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

6. Except as amended herein, the Agreement is affirmed and ratified in each and every particular.

[SIGNATURE PAGES FOLLOW]

Contract Control Number: POLIC-CE31245-11

Contractor Name: JEFFERSON COUNTY

By: T.B. Mink

Name: Ted B. Mink
(please print)

Title: Sheriff
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



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 G-1

2013

Proposed	Weeks	Shifts	Hours	
Jan 1 - Mar 6	9.00	20.00	200.00	2 shifts added for Jan 1-2, 2013
Mar 7 - May 1	8.00	32.00	320.00	
May 2 - Oct 31	26.00	260.00	2,600.00	
Nov 1 - Nov 27	4.00	4.00	40.00	
Nov 28 - Dec 31	5.00	10.00	100.00	
Holidays		4.00	40.00	St P; Memorial; 2 shifts for Hallow
	52.00	330.00	3,300.00	
			\$ 48.70	2013 Rate
			\$ 160,710	
2012 IRS Rate	Miles/Shift	140	\$ 0.555	
	Miles =	46,200	\$ 25,641	

Supervisory shifts (\$53.68/hour)	Contract	\$ 186,351	10% of scheduled shifts
Investigative Support Services		\$ 1,771	
No Charge (ISS)		\$ -	
		\$ 188,122	

2014

Proposed	Weeks	Shifts	Hours	
Jan 1 - Mar 6	9.00	20.00	200.00	2 shifts added for Jan 1-2, 2014
Mar 7 - May 1	8.00	32.00	320.00	
May 2 - Oct 31	26.00	260.00	2,600.00	
Nov 1 - Nov 27	4.00	4.00	40.00	
Nov 28 - Dec 31	5.00	10.00	100.00	
Holidays		4.00	40.00	St P; Memorial; 2 shifts for Hallow
	52.00	330.00	3,300.00	
			\$ 50.17	2014 Rate
			\$ 165,561	
2012 IRS Rate	Miles/Shift	140	\$ 0.555	
	Miles =	46,200	\$ 25,641	

Supervisory shifts (\$55.29/hour)	Contract	\$ 191,202	10% of scheduled shifts
Investigative Support Services		\$ 1,825	
No Charge (ISS)		\$ -	
		\$ 193,027	

2015

Proposed	Weeks	Shifts	Hours	
Jan 1 - Mar 6	9.00	20.00	200.00	2 shifts added for Jan 1-2, 2015
Mar 7 - May 1	8.00	32.00	320.00	
May 2 - Oct 31	26.00	260.00	2,600.00	
Nov 1 - Nov 27	4.00	4.00	40.00	
Nov 28 - Dec 31	5.00	10.00	100.00	
Holidays		4.00	40.00	St P; Memorial; 2 shifts for Hallow
	52.00	330.00	3,300.00	
			\$ 51.68	2015 Rate
			\$ 170,544	
2012 IRS Rate	Miles/Shift	140	\$ 0.555	
	Miles =	46,200	\$ 25,641	

Supervisory shifts (\$56.95/hour)	Contract	\$ 196,185	10% of scheduled shifts
Investigative Support Services		\$ 1,879	
No Charge (ISS)		\$ -	
		\$ 198,064	