

THIRD AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MORRISON, COLORADO AND THE CITY AND COUNTY OF DENVER REGARDING WASTEWATER TREATMENT FOR RED ROCKS PARK

This Third Amendment to Intergovernmental Agreement (this “Third Amendment”) is entered into, as of the date of the City’s signature page below, by and between the Town of Morrison, a Colorado municipal corporation whose address is 321 Colorado Hwy. 8, Morrison, CO 80465 (the “Town”), and the City and County of Denver, a Colorado municipal corporation whose addresses 1437 Bannock, Denver, CO 80202 (the “City”), together referred to herein as the parties.

RECITALS

WHEREAS, the Town and the City have previously entered into an Intergovernmental Agreement dated July 15, 2004 (the “2004 IGA”), which agreement was amended on July 31, 2014 (the “First Amendment”) and on February 23, 2015 (the “Second Amendment”) (collectively, the “Agreement”), whereby the City has purchased from the Town certain rights to discharge wastewater generated by the recreational and entertainment facility known as Red Rocks Amphitheatre which is located in Red Rocks Park (the “Park”); and

WHEREAS, the 2004 IGA provides that the Town shall provide wastewater treatment in the Town's wastewater treatment plant for the Red Rocks wastewater discharge, at specified discharge amounts, frequency, and defined effluent concentration limits; and

WHEREAS, the 2004 IGA also functions as the discharge permit required by Section 5.2 of the Town’s Industrial Users Pretreatment Regulations dated June 1999; and

WHEREAS, the actual discharge from the Park to the Town has on occasion exceeded the wastewater effluent concentration limitations imposed by Section 12.1.3 of the 2004 IGA; and

WHEREAS, in order for the City to avoid the fines provided by Section 12.1.5 of the 2004 IGA and additional wastewater treatment or hauling costs, the First Amendment provided for the City to obtain from the Town, and the Town to provide to the City, additional wastewater treatment services; and

WHEREAS, the parties wish to extend the term of the First Amendment in accordance with the terms and conditions contained in this Third Amendment; and

WHEREAS, the Town wishes to provide the additional wastewater treatment as a goodwill accommodation to the City without establishing any continuing obligation to do so beyond the term set forth in this Third Amendment.

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

1. Effective Date and Term of Amendment:

The First Amendment, as extended and amended by the Second Amendment, shall be extended from and including October 5, 2014 through and including October 31, 2016 (the “Extended Term”). Thereafter, the terms set forth in the First Amendment shall expire, become null and void, and the original 2004 IGA shall continue to be effective.

2. Additional Service Charges:

In addition to the (i) charges for the base flows of 40,320 gallons per day set forth in Section 3.0 of the 2004 IGA, and (ii) charges to be paid by the City to the Town if effluent levels exceed the Effluent Concentration Limits as set forth in Section 6 of the First Amendment, the City shall pay to the Town, during the Extended Term, the following amount:

- \$40,000 as a lump-sum payment, within thirty (30) days of the execution of this Third Amendment upon receipt by the City of an invoice in accordance with the City’s prompt payment ordinance.

3. Maximum Contract Amount:

(a) Notwithstanding any other provision of the Agreement, the City’s maximum payment obligation will not exceed Five Hundred Eight Thousand Five-Hundred Dollars and No Cents (\$508,500.00) (the “Maximum Contract Amount”). The City is not obligated to execute an agreement or any amendments for any further services. Any services performed beyond those described in the Agreement are performed at the Town’s risk and without authorization under the Agreement.

(b) 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. The Agreement does not and is not intended to create a multiple fiscal year direct or indirect debt or financial obligation of the City.

4. Except as amended in this Third Amendment, the Agreement is affirmed, and ratified in each and every particular.

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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 _____



Contract Control Number: THTRS-CE45001-03

Contractor Name: TOWN OF MORRISON

By: Sean Forey

Name: SEAN FOREY
(please print)

Title: MAYOR
(please print)

ATTEST: [if required]

By: [Signature]

Name: Charla D. Bryant
(please print)

Title: Town Clerk
(please print)

