

## **INTERGOVERNMENTAL AGREEMENT**

THIS AGREEMENT is made and entered into this 1st day of January, 2025 (the "Effective Date"), by and between the **Town of Morrison**, a Colorado municipal corporation having an address of 321 Highway 8, Morrison, Colorado 80465 (the "Town"), and **the City and County of Denver**, a municipal corporation organized and existing by virtue of Article XX of the Constitution of the State of Colorado (the "City"), acting by and through Denver Arts & Venues ("DAV") (each individually a "Party" and collectively the "Parties").

**WHEREAS**, the City owns, and through DAV, operates the recreational and entertainment facility known as the Red Rocks Amphitheatre ("Red Rocks"), located immediately outside the boundaries of the Town;

**WHEREAS**, Red Rocks hosts a series of concerts and events at the venue, which can seat a crowd of approximately 9,525 people, nearly every night from April to November, and other special events throughout the year (the "Events");

**WHEREAS**, the Events generate significant traffic through the Town that necessitates traffic control, and increases impacts on infrastructure and public services;

**WHEREAS**, the City generates revenue from the operation of Red Rocks. The City utilizes a portion of the revenue to increase public awareness and visitation, improve safety, and complete capital improvements to ensure it remains a top destination while preserving the venue's natural setting;

**WHEREAS**, the City recognizes the impacts of the Events on the Town and intends to help ameliorate negative consequences of the high volume of traffic through the Town;

**WHEREAS**, in recognition of the impact of events and the need for traffic control services, the Parties previously entered into an Agreement for Special Event Traffic Control Services (the "2022 Agreement");

**WHEREAS**, the Parties desire to repeal and replace the 2022 Agreement with this Agreement; and

**WHEREAS**, the Parties desire to enter into this Agreement, authorizing the City's police department to provide traffic enforcement in the Town for events. Further, this Agreement memorializes the City's and Town's commitment to Red Rocks remaining a top tourism destination.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the Parties hereto agree as follows.

## **I. SCHEDULING**

The City shall make available to the Town an Events Schedule. The Events Schedule shall be updated as needed by the City, and the Town shall be notified of any updates immediately. The schedule shall include a starting time and ending time for the Events.

## **II. TRAFFIC ENFORCEMENT**

A. The City shall no longer be required to pay the Town a "Traffic Fee" and a "Law Enforcement Services Impact Fee."

B. The City shall, at its sole cost and expense, provide traffic and law enforcement services for the Events when deemed necessary by the City. When traffic and law enforcement services are provided, Services will generally begin one hour before an Event and end one hour after an Event.

C. The Town hereby authorizes the Denver Police Department to conduct traffic control within the Town limits.

D. The Town hereby grants to the City, its contractors, subcontractors, agents, and invitees, a non-exclusive revocable license on the rights-of-way in the Town for the purpose of conducting traffic control for the Events.

E. The City shall provide certified Police Officers to conduct traffic control. Any other law enforcement activities or incidents shall be referred to the Town's contracted law enforcement service provider.

## **III. FEES, BILLING**

A. License Fee. The City shall pay the Town \$1,050.00 per Event with attendance of 5,001 people or more and shall pay \$525 per Event with attendance between 2,501 and 5,000 people (the "Fee"). The City will pay no License Fee for Events with attendance of 2,500 people or less. Beginning on January 1, 2026, and annually thereafter, the Fee shall be increased by the same rate as the Denver Metro Consumer Price Index. Upon execution of this Agreement, the City shall pay the Town the Fee from January 1, 2025, to the Effective Date.

B. Invoicing. By the 10<sup>th</sup> of each month, the City shall send a list of Events from the prior month requiring payment to the Town. Following receipt of the aforementioned list, the Town shall invoice the City for the Fee due in the prior month. The invoice shall contain at least the following information: the date of the Event and the billable amount for the Event. The City shall pay the invoice within thirty (30) days of receiving the invoice. The City reserves the right to require such additional documentation as it deems appropriate to support the monthly invoice from the Town. The City's Prompt Payment Ordinance, §§ 20-107 to 20-118, D.R.M.C., applies to invoicing and payment under this Agreement.

C. In no event shall the City be liable under this Agreement for any amount in excess of \$4,000,000.00. It is understood and agreed that any payment obligation of the City 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 purpose of the Agreement and paid into the Treasury of the City. The Town acknowledges that (i) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (ii) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

#### **IV. TERM**

A. The 2022 Agreement in its entirety is hereby terminated.

B. This Agreement shall commence on the Effective Date and shall expire on January 1, 2031, unless otherwise terminated or extended as provided herein (the "Term"). On January 1, 2031, and on January 1st of each succeeding year, the Term shall automatically (and without further action of the Parties) extend for an additional one (1) year period (each, a "Renewal Term"), unless and until either City or Town, in their sole and independent discretion, provides written notice to the other party of nonrenewal of this Agreement, in the manner described in Section VIII, at least thirty (30) days before expiration of the then-current Renewal Term.

#### **V. TERMINATION**

Either of the Parties may terminate this Agreement, with cause, on ten (10) days written notice, or without cause, on thirty (30) days written notice to the other Party. If this Agreement is terminated, the Town shall be compensated for the license fees for any Events that actually occurred prior to the effective date of the termination.

#### **VI. LIABILITY**

Each party will be responsible for any and all claims, damages, liability and court awards, including costs and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section VI or any other provision of this Agreement or any Amendment or Exhibit shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Parties may have under the Colorado Governmental Immunity Act (§ 24-10-101, C.R.S. et seq.) or to any other defenses, immunities, or limitations of liability available to the Parties by law. This obligation shall survive termination of this Agreement.

#### **VII. NO DISCRIMINATION IN EMPLOYMENT**

In connection with the performance of work under this Agreement, neither the Town nor the City may refuse to hire, discharge, promote, demote, or discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, ethnicity, citizenship, immigration status, gender, age, sexual orientation, gender

identity, gender expression, marital status, source of income, military status, protective hairstyle, or disability. The Town shall insert the foregoing provision in all contracts with providers, if any, of services or materials to the Town in connection with this Agreement.

## **VIII. NOTICE**

Any notice given pursuant to this Agreement by either Party to the other shall be in writing and mailed by certified mail, return receipt requested, postage prepaid, and addressed as follows:

Town of Morrison:

Town Manager  
321 Highway 8  
Morrison, CO 80465

City of Denver:

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

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

## **IX. MISCELLANEOUS**

A. Agreement Binding. This Agreement shall inure to the benefit of and be binding upon the heirs, successors and assigns of the Parties hereto, subject to any other conditions and covenants contained herein. However, this Agreement is only transferable or assignable as provided herein.

B. Applicable Law and Venue. The laws of the State of Colorado and applicable federal, state and local laws, rules, regulations and guidelines shall govern this Agreement. Any action arising out of this Agreement shall be brought in a court of competent jurisdiction in Jefferson County, Colorado or Denver County, Colorado.

C. Amendment. This Agreement may not be amended except in writing by mutual agreement of the Parties, nor may rights be waived except by an instrument in writing signed by the party charged with such waiver.

D. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

E. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town or the City shall not constitute a waiver of any of the other terms or obligations of this Agreement.

H. Third Parties. There are no intended third-party beneficiaries to this Agreement.

I. Governmental Immunity. The Parties and their officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Parties and their officers, attorneys or employees.

J. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

K. Use, Possession or Sale of Alcohol or Drugs. The 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.

L. Electronic Signatures and Electronic Records. The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature under the Agreement, may be signed electronically in the manner specified by the Parties. 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.

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**Contract Control Number:** THTRS-202580152-00  
**Contractor Name:** TOWN OF MORRISON

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:**  
Attorney for the City and County of Denver  
By: \_\_\_\_\_ By: \_\_\_\_\_

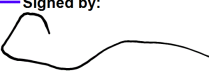
By: \_\_\_\_\_

**Contract Control Number:**  
**Contractor Name:**

THTRS-202580152-00  
TOWN OF MORRISON

By:

Signed by:



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Name:

Chris Wolfe

(please print)

Title:

Mayor

(please print)

ATTEST: [if required]

By:

Name:

(please print)

Title:

(please print)