

SECOND AMENDATORY AGREEMENT

This **SECOND AMENDATORY AGREEMENT** is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SKYLINE FIRE PROTECTION DISTRICT** (“District”), jointly (“the Parties”).

RECITALS:

A. The Parties entered into an Intergovernmental Agreement dated July 7, 2008 and a First Amendment to Intergovernmental Agreement to Provide Fire Protection Services dated December 8, 2014 (the “Agreement”), which calls for Denver to provide fire protection, emergency medical, and rescue resources to the District, which is located within the unincorporated boundaries of Arapahoe County and outside of the jurisdictional boundaries of Denver.

B. The Agreement called for an initial term of five and one-half years, expiring on December 31, 2014, and subject to renewal pursuant to the terms of the Agreement. The First Amendment extended the term to December 31, 2025.

C. The District desires to initiate renewal of the term of the Agreement, and Denver desires to continue providing service to the District pursuant to the Agreement.

D. The Parties wish to amend the Agreement to extend the term, amend Section 11 – Liability, amend Section 12 – Notices, amend Section 17 – Examination of Records, and add Section 26 – Electronic Signatures and Electronic Records.

NOW THEREFORE, in consideration of the promises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. Section 2.1 of the Agreement entitled “**TERM**” is hereby deleted in its entirety and replaced with:

“**2.1 TERM:** The Agreement will commence on **August 1, 2008** and will expire on **December 31, 2035** (the “Term”), unless earlier terminated as provided in the Agreement and subject to budget and annual appropriation of funds therefor. Thereafter if this Agreement is still in effect, the Agreement (as amended) may be renewed for additional ten-year terms as provided in the Agreement.”

2. Section 11 of the Agreement entitled “**LIABILITY**” is hereby deleted in its entirety and replaced with:

“11. **INTER-GOVERNMENTAL LIABILITY**: At all times during the term of this Agreement, including any renewals or extensions, Parties shall maintain such insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the CGIA. Parties will be responsible for the actions and omissions of its respective officers, agents, employees, and subcontractors, to the extent provided by the act. This obligation will survive termination of this Agreement.”

3. Section 12 of the Agreement entitled “**NOTICES**” is amended as follows to change the address of the District to the following:

Skyline Fire Protection District
c/o Kyle Beard, CPA
P.O. Box 3110
Parker, CO 80134

4. Section 17 of the Agreement entitled “**EXAMINATION OF RECORDS**” is hereby deleted in its entirety and replaced with:

“17. **EXAMINATION 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, copy and retain copies, at City’s election in paper or electronic form, any pertinent books, documents, papers and records related to Contractor’s performance pursuant to this Agreement, provision of any goods or services to the City, and any other transactions related to this Agreement. Contractor shall cooperate with City representatives and City representatives shall be granted access to the foregoing documents and information during reasonable business hours and until the latter of three (3) years after the final payment under the Agreement or expiration of the applicable statute of limitations. When conducting an audit of this Agreement, the City Auditor shall be subject to government auditing standards issued by the United States Government Accountability Office by the Comptroller General of the United States, including with respect to disclosure of information acquired during the course of an audit. No examination of records and audit pursuant to this paragraph shall require Parties to make disclosures in violation of state or federal privacy laws. Parties shall at all times comply with D.R.M.C. 20-276.”

5. Section 27 of the Agreement entitled “**ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**” is hereby added to the Agreement as follows:

“**27. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS**: Participating Agency consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature under the Agreement, 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.”

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

7. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

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Contract Control Number: FIRES-202579991-02 / FIRES-RC87006-02
Contractor Name: Skyline Fire Protection District

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: FIRES-202579991-02 / FIRES-RC87006-02
Contractor Name: Skyline Fire Protection District

IN WITNESS WHEREOF, the parties have duly executed this Second Amendment to the Intergovernmental Agreement to Provide Fire Protection Services effective as noted first above.

SKYLINE FIRE PROTECTION DISTRICT

Signed by:
Claire Moran
By: _____
53C73FF3B0DF461
Claire Moran, President

Attest:

DocuSigned by:
Barry Teeters

0884AA0C71BA435
Barry Teeters, Secretary