

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF MORRISON, COLORADO AND THE CITY AND COUNTY OF DENVER, COLORADO REGARDING THE WATER TREATMENT FACILITY AT DENVER MOUNTAIN PARKS HEADQUARTERS

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT ("First Amendment") is made and entered into, as of the date set forth on Denver's signature page below, by and between the Town of Morrison, a Colorado municipal corporation, whose address is 321 Colorado Highway 8, Morrison, CO 80465 (referred to herein as "Morrison") and the City and County of Denver, a Colorado municipal corporation, whose address is 1437 Bannock Street, Denver, CO 80202 (referred to herein as "Denver"), generally referred to as the parties.

RECITALS

Whereas, the parties entered into that certain Intergovernmental Agreement regarding the water treatment facility at the Denver Mountain Parks headquarters as of July 24, 2007 (Denver Contract Control # XC7A032) (the "2007 Agreement"); and

Whereas, the 2007 Agreement addresses the expansion and upgrade of the Morrison Water Treatment Plant, located on park property owned by Denver and utilized as the headquarters for the Denver Mountain Parks (hereinafter "DMPHQ"); and

Whereas, the 2007 Agreement describes the Water Treatment Plant and its various components which are permitted to be located and operated on the DMPHQ property within defined boundaries; and

Whereas, Morrison has prepared construction plans to add a clearwell to the Morrison Water Treatment Plant (as defined in paragraph 5 of the 2007 Agreement), in order to comply with new state mandated regulations for municipal water treatment facilities; and

Whereas, the parties wish to permit Morrison to add the construction and operation of the clear well to the permitted facilities of the Water Treatment Plant and agree to such other terms and conditions as set forth in the First Amendment below; and

Whereas, the 2007 Agreement provides that it may only be amended by written agreement executed by the parties in same manner as that Agreement.

NOW THEREFORE, in consideration of the mutual agreements by and between Morrison and Denver, and subject to the terms and conditions set forth in the 2007 Agreement and in this First Amendment, the parties agree as follows:

1. **Clearwell facility permitted.** The parties agree that Morrison may construct and operate a clearwell in connection with its Water Treatment Plant facilities within the DMPHQ property, substantially in the location and within the boundaries shown on the attached **Exhibit A**, which is fully incorporated herein by this reference. Construction plans entitled "Town of Morrison Water Treatment Facility Clearwell Project" are attached as Exhibit B (which is fully incorporated herein by this reference) which shall be applicable to this clear well construction unless and until 100% design plans are submitted to and approved by the Denver Department of

Parks and Recreation. The parties agree that in Morrison's construction and operation of the clear well, all the provisions of the 2007 Agreement shall apply, including without limitation the construction requirements for notice and permits set forth in paragraph 6 of the 2007 Agreement, it being the intention of the parties that this First Amendment simply add to the water treatment facilities permitted to be expanded, upgraded and operated by that Agreement.

2. **Deletion of Paragraph 1.f of the Agreement.** The parties agree that paragraph 1.f of the Agreement, pertaining to a "Possible Addition," is no longer needed and is hereby deleted from the Agreement.

3. **Additional Environmental Requirements.** The parties agree that the following provisions shall be included and supplemental to the Environmental Requirements set forth in paragraph 7 of the Agreement:

- a. Morrison's Additional Responsibility and Liability. Morrison shall (i) assume all liability for proper manifesting and management of all waste and, in particular, Hazardous Materials generated or uncovered by PSCo in the course of the work or related activities; (ii) use best efforts to minimize the volume of Hazardous Materials associated with the work or related activities on or about the Permitted Area, and shall properly and lawfully handle, containerize, manage and lawfully dispose of all such Hazardous Materials and other waste; (iii) will not take any action with respect to such Hazardous Materials that may cause any alteration in the chemical, physical or biologic nature or characteristics of the Hazardous Materials while the Hazardous Materials are on or about the Water Treatment Plant site or any other Denver-owned property; and (iv) remove all Hazardous Materials and other waste associated with the construction work or related activities from the Water Treatment Plant site and any other Denver-owned property. All such environmental obligations stated above for the clearwell construction work shall be completed promptly upon completion of the construction work. Denver shall not own or be responsible for and does not take legal title to any of the Hazardous Materials and other waste associated with the construction work.
- b. Soils Management. Soil excavated during construction of the clearwell which contain Hazardous Materials must be removed from the Water Treatment Plant site and any other Denver-owned property and legally disposed specified above. Excavated soil which does not contain Hazardous Materials or other waste may be reused as backfill or re-grading on the Water Treatment Plant site and any other Denver-owned property provided there are no field indications of contamination such as odors, staining, or organic vapor meter readings above background. Otherwise, any soil brought on the Water Treatment Plant site and any other Denver-owned property by Morrison or its contractors for fill or grading purposes must be free of Hazardous Materials and other waste. Determinations as to the existence of Hazardous Materials and other waste shall be made by the Denver's Department of Environmental Health.
- c. Denver-Owned Property. Morrison is prohibited from bringing or exposing Hazardous Materials on the Denver-owned property (outside of the Water

Treatment Plant site) during the clearwell construction, or any other activity associated with the Agreement or this First Amendment, but if Morrison should violate this prohibition, Morrison shall be subject to the provisions of this paragraph 3, paragraph 7 of the Agreement, and any requirements and directives of the Denver's Department of Environmental Health and other federal and state agencies and shall be solely liable for any costs and expenses for remedial actions and damages.

4. **Electronic Signatures and Electronic Records.** Morrison consents to the use of electronic signatures by Denver. The First Amendment, and any other documents requiring a signature hereunder, may be signed electronically by Denver in the manner specified by Denver. The parties agree not to deny the legal effect or enforceability of the First Amendment 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 First Amendment 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. **2007 Agreement modified.** Except as amended by this First Amendment, the 2007 Agreement shall continue to bind the parties and all provisions of that Agreement shall continue to apply, including without limitation the general provisions found at paragraph 12 of the 2007 Agreement.

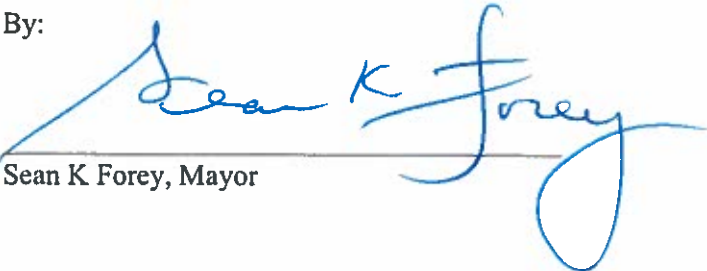
6. **Authority.** Each party represents and warrants that it has taken all actions that are necessary that are required by applicable law to legally authorize the undersigned signatories to execute this Agreement on behalf of the party and to bind the party to its terms. The person (s) executing this Agreement on behalf of each party warrants that he/she/they have full authorization to execute this Agreement.

7. **Execution of this Agreement.** This Agreement shall not be or become effective or binding until it has been fully executed by all signatories of Denver and Morrison.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth on Denver's signature page below.

TOWN OF MORRISON

By:


Sean K Forey, Mayor

ATTEST:


Lyndsey Davis, Town Clerk



APPROVED AS TO FORM:



Gerald Dahl, Town Attorney

EXHIBIT A

BOUNDARY SURVEY

[ATTACHED]

Contract Control Number: PARKS-XC7A032-01

Contractor Name: Town of Morrison

By: Sean Forey

Name: Sean Forey
(please print)

Title: Mayor
(please print)

ATTEST: [if required]



By: Lyndsey Davis

Name: Lyndsey Davis
(please print)

Title: Town Clerk
(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:

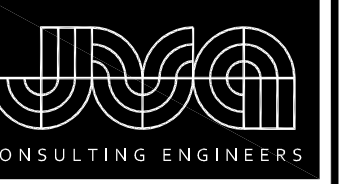
By _____

By _____

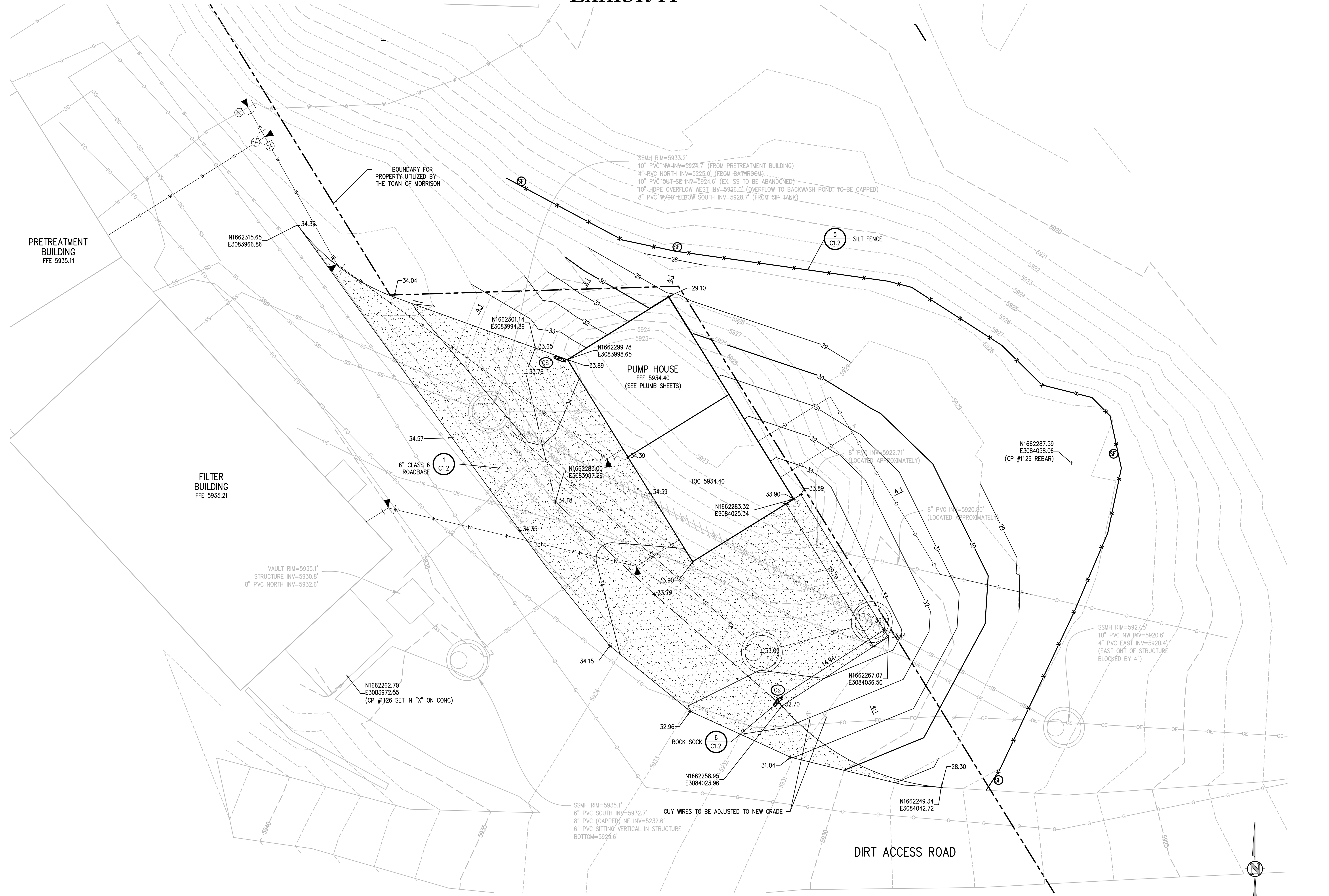
By _____



Exhibit A



JVA, Incorporated 1319 Spruce Street
 Boulder, CO 80302 Phone: 303.444.1951
 www.jva.com E-mail: info@jva.com



NOT FOR CONSTRUCTION

NO.	DATE	DES'D	DWN	REVISION DESCRIPTION

DESIGNED BY:	RAHISAF
DRAWN BY:	LLG
CHECKED BY:	JJM / TWW
JOB #:	2495C
DATE:	AUG 2016
© JVA INC	

TOWN OF MORRISON
WATER TREATMENT PLANT UPGRADE
MORRISON, COLORADO
IGA EXHIBIT

SHEET NO.
EXHIBIT

