

**SEVENTH AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT TO
PROVIDE FIRE PROTECTION**

THIS SEVENTH AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (“**Agreement**”), with the original Intergovernmental Agreement having been entered as of January 1, 2013, and this Agreement being effective as of January 1, 2020, by and between the **CITY OF SHERIDAN**, a Colorado home rule municipality located in Arapahoe County, Colorado (“**Sheridan**”), and the **CITY AND COUNTY OF DENVER**, a Colorado home rule municipality (“**Denver**”), collectively herein the “Parties”.

RECITALS:

WHEREAS, Sheridan and Denver have been participating in an Intergovernmental Agreement since 2010, wherein Denver has been providing Sheridan with comprehensive fire suppression, and certain fire prevention, plan review, inspection and fire and arson investigation services (herein collectively referred to as “Fire Protection Services”), as well as other services incidental to the protection of persons and property within Sheridan; and

WHEREAS, Sheridan is bordered by Denver, and Denver and Sheridan have a history of working in close harmony on matters of mutual concern, such as the Mutual Aid Agreement providing for extraterritorial fire suppression aid; and

WHEREAS, both Sheridan and Denver enjoy significant cost savings for their citizens by Denver assuming responsibility for the provision of Fire Protection Services in Sheridan as provided in this Agreement, while at the same time preserving the high level of fire service each city currently enjoys; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by section 29-1-203, C.R.S., and the parties’ home rule charters.

NOW, THEREFORE, in consideration of the foregoing premises, and the terms and conditions contained in this Agreement, the Parties agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of Sheridan and Denver as regards the delegation of Fire Protection Services within Sheridan to the

Denver Fire Department and the payment by Sheridan for those services. This Agreement is not intended to and does not establish a separate governmental entity for the performance of any function.

2. **TERM**: This Agreement shall commence as of January 1, 2020, and expire December 31, 2020, unless earlier terminated as provided herein.
3. **FIRE SUPPRESSION/INTERIM PERIOD**: Denver agrees to provide fire suppression services within the municipal boundaries of the City of Sheridan. The level of fire suppression service will equal that provided to Denver residents (“**Denver Service Level**”), and will be substantially consistent with the “Chief’s Action Plan” attached hereto and incorporated herein as **Exhibit A**. The Chief’s Action Plan may be amended from time to time in the sole discretion of the Chief of the Denver Fire Department so long as the Denver Service Level is maintained.
4. **FIRE PREVENTION**:
 - 4.1 **FIRE PREVENTION SERVICES**: Sheridan and Denver agree that Denver will provide such fire prevention services as specified in **Exhibit B**, which is attached hereto and incorporated herein. Sheridan and Denver agree to cooperate and coordinate with respect to such fire prevention services.
 - 4.2 **APPLICABLE CODES**: The Parties adopted the 2015 International Building and Fire Codes, and Sheridan has adopted the Denver Amendments to the 2015 International Fire Code and Appendices.
 - 4.3 **STANDPIPE VALVE THREADING**. Sheridan shall, at its cost and as a condition to Denver’s obligation to provide fire suppression services in Sheridan, change all threading on fire standpipe valve outlets to comply with Denver standards. All 1 ½ - inch standpipe hose outlet threading must be changed to the 11 ½ threads per inch to which Denver Fire Department 1 ½-inch hose is threaded.
5. **EMERGENCY MEDICAL SERVICES**: Sheridan and its designees will remain responsible for emergency medical services in Sheridan, including advanced life support and transport to its citizens, and shall retain all equipment and vehicles related thereto. Denver shall provide basic life support services for medical emergencies and advanced life support services on a standby basis for major incidents in Sheridan. The level of standby support shall be at the same level as that for similar incidents occurring in Denver. Sheridan

and Denver shall cooperate in ensuring any needed coordination of fire and emergency medical services.

6. **ARSON AND FIRE INVESTIGATION:** Denver shall perform all cause and origin fire investigations in Sheridan, consistent with Denver's investigative practices and procedures. Sheridan will facilitate discussions with officials of Arapahoe County and the 18th Judicial District, and with social services agencies and the juvenile court system, as necessary to allow performance by Denver of fire and arson investigation activities involving or resulting from or in the commission of a criminal act in Sheridan during the period of this Agreement. Sheridan Police will be responsible for arrests resulting from Denver's fire and arson investigation activities, and will assist the Denver Fire Department in its investigative activities as may from time to time be requested by Denver. Sheridan and Denver will cooperate in establishing a means of radio communication between the Sheridan Police Department and the Denver Fire Department.
7. **EMERGENCY NOTIFICATION AND DISPATCH SERVICES:** Sheridan will be responsible for providing for dispatch services for all emergency 9-1-1 ("E-911") calls. Fire-related E-911 calls will be immediately dispatched to the Denver Fire Department dispatchers by Sheridan's designated dispatchers (Arapahoe County) through a "Tandem Transfer" of the Automatic Number Identification and Automatic Location Identification ("ANI/ALI") received by Sheridan's designated dispatcher(s). Sheridan will operate through its E-911 Authority Board's Master Street Address Guide administrator to ensure that the correct agencies will be referenced on the ANI/ALI display.
8. **FIRE STATION FACILITY:** Sheridan shall continue to lease to Denver, through December 31, 2020, that portion of its building at 4101 South Federal Boulevard depicted in **Exhibit C** (the "Fire Station Facility") for the total sum of \$1.00, pursuant to a Lease Agreement in substantially the form set forth in **Exhibit D** attached hereto and incorporated herein. Sheridan shall pay all utilities for the Fire Station Facility.
9. **PAYMENTS BY SHERIDAN:** For the 2020 term of this Agreement, Sheridan agrees to pay Denver one hundred seventy nine thousand, fifty-two dollars and eighty cents (\$179,052.80) per month, to be paid by the tenth day of each month, beginning with January of 2020 and running through December of 2020, subject to annual appropriation. If

payment is not received by the tenth day of the month, interest shall accrue on the unpaid portion at a rate of 12% per annum.

10. **JOINT ADVISORY BOARD/DISPUTE RESOLUTION:** The parties shall establish a joint advisory board for the purpose of serving as an advisor and liaison to Sheridan and Denver. The joint advisory board shall consist of four members. Two of the members shall be appointed by Sheridan and two of the members shall be appointed by Denver. The joint advisory board shall create an environment that encourages cooperation between Sheridan and Denver in providing Fire Protection Services and shall provide input and recommendations on policies and procedures to Sheridan and Denver. In addition, the members shall act as a liaison to their respective city administrations and governing bodies. The joint advisory board shall meet on a quarterly basis and shall, among other things, develop and distribute the procedure for the submission of issues to the board. Neither Sheridan nor Denver may initiate litigation to resolve any dispute arising hereunder without first attempting to resolve the dispute by referring it to the joint advisory board.
11. **LIABILITY:** Each party to this Agreement shall be an independent contractor, and no party or such party's agents, officers and employees shall be deemed to be an agent of the other party. Each party waives all claims and causes of action against the other party for compensation, damages, personal injury or death which may result or occur as a consequence, direct or indirect, of the performance of this Agreement. Sheridan and Denver are each responsible for their own negligence and that of their agents, officers and employees to the extent provided in the Governmental Immunity Act, C.R.S. §24-10-101 et. seq. Nothing in this Agreement shall be construed as a waiver of immunity provided by common law or by statute, specifically the Colorado Governmental Immunity Act, or as an assumption of any duty for the benefit of any third party.
12. **NO PERSONNEL MODIFICATION:** Nothing contained in this Agreement, and no performance under this Agreement by personnel of the parties hereto shall in any respect alter or modify the status of officers, agents, or employees of the respective parties for purposes of workers' compensation or their benefits or entitlements, pensions levels or types of training, internal discipline certification, or rank procedures, methods, or categories, or for any purpose, or condition or requirement of employment.

13. **NOTICES:** Any notice, demand or request pursuant to this Agreement shall be mailed or faxed to the parties at the following addresses or to such other or additional notice recipients as either party may reasonably designate:

To Denver:

City and County of Denver
Fire Department
745 West Colfax Avenue
Denver, CO 80204
Attention: Deputy Chief
(720) 913-3441
(720) 913-3587 (FAX) (Attn: Operations)

With a copy to:

Denver City Attorney's Office
201 W. Colfax Ave., Dep't. 1207
Denver, CO 80202
720 913-3180 (FAX) (Attn: Municipal Operations)

To Sheridan:

City of Sheridan
4101 South Federal Boulevard
Sheridan, CO 80110
Attention: City Manager
(303) 762-2200
(303) 438-3398 (FAX)

14. **TERMINATION:** Either party may terminate this Agreement by providing the other party with written notice of terms and conditions which are deemed to be in default by the party served. The party served shall have an opportunity to cure said defaults within a sixty (60) day period of receipt of the notice of default. In the event that the party served has not cured the purported default within the 60-day period, or has not made reasonable provisions for the cure of that default, this Agreement shall then terminate.
15. **APPROPRIATIONS:** The obligations of the parties hereunder, including without limitation the obligation of Denver to provide Fire Protection Services in Sheridan and of Sheridan to make certain payments to Denver, shall extend only to monies duly appropriated by each city for the purposes of this Agreement. Neither Sheridan nor Denver intends by this Agreement to irrevocably pledge present case reserves for payments or

services in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of Sheridan or Denver.

16. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance by either of the parties hereunder constitute or be construed to be a waiver by such party of any breach of covenant or condition or any default which may then exist on the part of the other party; and no assent, expressed or implied, to any breach of anyone or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.
17. **EXAMINATION OF RECORDS:** Sheridan and Denver agree that any duly authorized representative of each city, including in Denver's case the City Auditor or his representative, shall, until the expiration of three (3) years after the final termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the other, involving transactions related to this Agreement.
18. **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.
19. **NO THIRD PARTY BENEFICIARY:** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Sheridan and Denver, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties that any person or entity other than the parties named herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
20. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

21. **SURVIVAL OF CERTAIN AGREEMENT PROVISIONS:** The parties understand and agree that all terms, conditions and covenants of this Agreement, together with the exhibits and attachments hereto, if any, any or all of which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or termination of this Agreement (by expiration of the term or otherwise), shall survive such expiration or termination and shall continue to be enforceable as provided herein for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.
22. **AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS:** This Agreement is intended as the complete integration of all understandings between the parties as to the subject matter of this Agreement, expressly superseding any and all prior agreements pertaining to provision of services by one party within the other party's jurisdiction. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other Agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.
23. **CONFLICT OF INTEREST:** The parties agree that no official, officer or employee of Denver shall have any personal or beneficial interest whatsoever in the services or property described herein and Sheridan further agrees not to hire or contract for services any official, officer or employee of Denver or any other person which would be in violation of the Denver Revised Municipal Code Chapter 2, Article IV, Code of Ethics, or Denver City Charter Sections 1.2.9 and 1.2.12.
24. **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Sheridan consents to the use of electronic signatures by Denver. The Agreement, 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 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.

25. **LEGAL AUTHORITY:**

- A. The parties assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement.
- B. The person or persons signing and executing this Agreement on behalf of each of the respective parties, does hereby warrant and guarantee that he/she or they have been fully authorized by such party to execute this Agreement on behalf of such party and to validly and legally bind such party to all the terms, performances and provisions herein set forth.
- C. Each party shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of the other party or any of the persons signing the Agreement on behalf of such party to enter into this Agreement.