

**INTERGOVERNMENTAL AGREEMENT
FOR SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 31ST day of DECEMBER 2009 by and between the 5-2-1 DRAINAGE AUTHORITY, a separate governmental entity, political subdivision and political corporation of the State of Colorado, (hereinafter referred to as "Authority") and the CITY OF GRAND JUNCTION, COLORADO a Colorado Home Rule Municipal Corporation with its principal offices located at 250 N. 5th Street, Grand Junction, Colorado 81501, (hereinafter referred to as the "City").

RECITALS:

The Authority was created by an Intergovernmental Agreement pursuant to CRS 29-1-204.2 on June 14, 2004. That agreement, which is included by this reference as if fully set forth, created a means by which adequate drainage facilities and appurtenances would be provided within the Authority's jurisdiction. The City has historically provided services for other governmental entities and the City is now ready, willing and able to provide services to the Authority. Those services will be of a type and quality consistent with the purposes for which the Authority exists.

In order to establish a legal relationship, the Authority desires an agreement with the City under which the City will provide administrative and operational functions to, for and on behalf of the Authority.

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual benefits contained herein, the Authority and the City agree as follows that the City will perform services on behalf of the Authority:

1. Duties of City:

The City shall provide Services on behalf of the Authority upon terms and conditions hereinafter set forth. Specific duties are described as follows:

- a. The City shall provide staff for purposes of performing the work. The City Manager by and through the Director of Public Works and Planning will provide general supervision over the administration of the affairs and business of the Authority. The Director will assign a lead worker, referred to as "Manager" or "the Manager" to perform engineering duties and provide day-to-day supervision of the City employees assigned work under this Agreement. The Authority understands and agrees that City personnel will be assigned part-time to performance of this Agreement.
- b. The Manager will be appointed and shall be supervised by and serve at the pleasure of the City Manager, with the understanding that input on the Manager's overall job performance may be provided by the Authority Board.

- c. If the Authority Board is not satisfied with the services provided by City, then this Agreement may be terminated as provided in section 2 below "Term."
- d. Financial services to be provided by City include but are not limited to: accounts payable functions, accounts receivable functions, maintenance of general ledger, and annual financial statements. The Authority may authorize the city to contract for an annual audit with an outside auditor at no additional expense, or the authority may contract directly with an outside auditor at the Authority's expense. Financial services shall be in accordance with GASB and/or other governmental accounting standards.
- e. Information technology (IT) services to be provided by the City are those reasonably necessary or required to perform the work provided for under this Agreement. The City will provide computer, copier, copy paper and other office supplies.
- f. Purchasing services to be provided by the City are those reasonably necessary or required to perform the work provided for under this Agreement during the term of the agreement. The Authority shall adopt City Purchasing Policies and Procedures and the City shall provide services in accordance therewith. The City will refer to the Authority Board for its consideration and approval all Requests for Proposals and Qualifications, contracts over \$5000.00, and purchase orders over \$5000.00.
- g. Professional services to be provided by the employees or agents of the City are those reasonably necessary or required to perform the work provided for under this Agreement.

Those services include, but are not necessarily limited to: perform general administrative activities including maintaining and distributing meeting minutes, making necessary meeting arrangements, preparing applications and contracts for federal and/or state grants, conducting audits as indicated by federal and state laws and regulations, maintaining financial records adequate to sustain audits evaluating insurance policies and making recommendation to the Authority Board for purchase of certain policies and coverage, attend Colorado Stormwater Utility Council meetings, prepare a recommended budget for the Authority, as outlined in the Authority By-Laws, other administrative duties as needed by the Authority.

- h. Permitting duties and responsibilities to be provided by the employees or agents of the City are those reasonably necessary or required to perform the work provided for under this Agreement. Those services include, but are not necessarily limited to applying for and coordinating creation of a single NPDES Phase II Stormwater Permit for the urban area of Mesa County, consistent with State of Colorado regulations, and administering, maintaining and renewing said permit once obtained; coordinating and/or performing all Public Education and

Participation activities as related to Phase II Stormwater Permit requirements; coordinating and/or performing and/or contracting for Construction and Post-Construction program activities as related to Phase II Stormwater Permit requirements; coordinating and/or performing Illicit Discharge program activities as related to Phase II Stormwater Permit requirements, Pollution Prevention and Good Housekeeping for Municipal Operations programs including operation of the 5-2-1 Hotline, storm drain system mapping efforts and continuation of advertising efforts, public service announcements, brochures, pencils, magnets and stickers; and coordinating with and auditing contracting parties Illicit Discharge Detection and Elimination Programs, to ensure their continued compliance with the Authority's Phase II Stormwater Permit requirements.

- i. Contracting parties will transfer enforcement capabilities to the extent allowable by law to the Authority. Enforcement which requires legal support from the contracting parties will be referred back to the contracting parties.
- j. The City shall review drainage reports of proposed developments within the boundaries of the Authority for basin wide and cross-jurisdictional impacts, acting as an external review agency for the contracting parties.

2. Term:

The City's duties shall commence upon the execution of this Agreement and continue for a period of one (1) year. Services may be extended on a yearly basis through a written agreement on mutually acceptable terms to the parties.

Either party may terminate this Agreement upon written notification to the other party at least ninety (90) calendar days in advance of such termination date. Upon termination or expiration of this Contract, the City shall immediately cease services and work and deliver to Authority all documents, papers, calculations, notes, reports, drawings or other technical papers which have been prepared by or provided to the City under the terms of this contract.

3. Payment to City:

The City and the Authority agree that the annual payment for the delivery of services under this Agreement shall be \$200,000 payable by the Authority to the City in quarterly payments of \$50,000.00. In the event of termination, payments for services shall be prorated through the date of termination. The first payment shall be due January 1, 2010.

4. Restrictions on Authority:

The City shall have no authority to sign or execute any document on behalf of the Authority other than day-to-day transactions that may arise in the ordinary course of the City's responsibilities and for the values described herein above. The City may not make

any decisions or perform any act that binds the Authority to a contract, payment or commitment beyond those necessary for management and administration of the City's responsibilities/delivery of services.

5. Relationship between the Parties:

The City is contracted only for the purpose and to the extent set forth in this Agreement. The City's relationship to the Authority shall be that of independent contractor.

6. Hold Harmless:

To the extent authorized by law, the Authority shall defend, pay on behalf of and hold the City and its agents harmless against any loss or liability resulting from any claim or demand asserted against the City by reason of its acting pursuant to and in accordance with the terms, provisions and conditions of this Agreement. Nothing in this Agreement shall be deemed to constitute a waiver of any immunities the parties or their officers or employees may hold, nor shall any portion of this Agreement be deemed to create a duty of care which does not otherwise exist with respect to any person not a party to this Agreement. No part of this Agreement shall circumvent or replace the immunities under the Colorado Governmental Immunity Act, C.R.S. 24-10-1-1, *et. seq.*, as amended.

7. Assignment:

Neither party shall assign such party's rights or interest under this Agreement without the prior written consent of the other.

8. Entire Agreement:

This Agreement shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party except to the extent incorporated in this Agreement.

9. Amendment:

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if in writing signed by an authorized representative of each party.

10. Non-Waiver:

The failure of either party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

11. Attorney Fees and Costs:

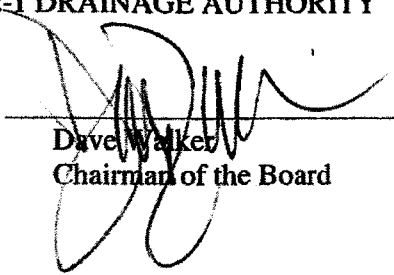
This Agreement shall be formed in accordance with laws of the State of Colorado and venue for any action shall be in the District Court of Mesa County, Colorado. In the event an action is filed to enforce performance or payment the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney fees and costs. Attorney's fees may be paid for the value of in-house legal counsel.

12. Provisions Severable:

If any of the provisions of this Agreement are deemed to be invalid or unenforceable, such provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement. If any provision shall be deemed invalid because of its scope, this provision shall be deemed valid to the extent of the scope permitted by law.

5-2-1 DRAINAGE AUTHORITY

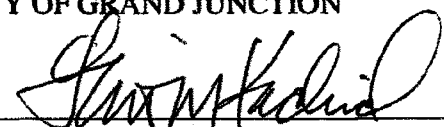
By



Dave Walker
Chairman of the Board

CITY OF GRAND JUNCTION

By



Laurie M. Kadrach
City Manager

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
FOR SERVICES

THIS AMENDMENT TO THAT CERTAIN AGREEMENT DATED DECEMBER 31, 2009 ("Amendment") is made and entered into this 9th day of DECEMBER, 2010 by and between the 5-2-1 DRAINAGE AUTHORITY, a separate governmental entity, political subdivision and political corporation of the State of Colorado (hereinafter referred to as "Authority") and the CITY OF GRAND JUNCTION, COLORADO a Colorado Home Rule Municipal Corporation with its principal offices located at 250 N. 5th Street, Grand Junction, Colorado, 81501, (hereinafter referred to as the "City").

RECITALS:

The City and the Authority entered into an Intergovernmental Agreement ("Agreement") on December 31, 2009 which set out the terms for the City to provide management and administrative services for the Authority. That agreement set the term of the agreement as follows: "The City's duties shall commence upon the execution of this Agreement and continue for a period of one (1) year. Services may be extended on a yearly basis through a written agreement on mutually acceptable terms to the parties."

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual benefits contained herein, The Authority and the City agree as follows that the City will perform services on behalf of the Authority on the same terms as provided in the Agreement for an additional one (1) year term expiring on December 31, 2011.

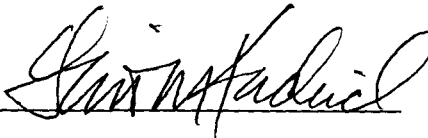
The terms and conditions set forth in the December 31, 2009 Intergovernmental Agreement shall remain in full force and effect.

The Authority and the City stipulate and agree that there is adequate consideration for the making of this amendment and waive any obligation or defense to the formation of this amendment because of inadequate consideration.

5-2-1 DRAINAGE AUTHORITY

CITY OF GRAND JUNCTION

By 

By 

Richard H. Bowman
Chairman of the Board

Laurie M. Kadrich
City Manager

SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SERVICES

THIS SECOND AMENDMENT TO THAT CERTAIN AGREEMENT DATED DECEMBER 31, 2009 is made and entered into this 31st day of December, 2011 by and between the 5-2-1-DRAINAGE AUTHORITY, a separate governmental entity, political subdivision and political corporation of the State of Colorado ("Authority") and the CITY OF GRAND JUNCTION, Colorado, a Colorado Home Rule Municipal Corporation with its principal offices located at 250 N. 5th Street, Grand Junction, Colorado ("City").

RECITALS:

The City and the Authority entered into an Intergovernmental Agreement for Services (Agreement) on December 31, 2009 which set forth the terms under which the City would provide management and administrative services for and on behalf of the Authority.

The Agreement included the following term: "The City's duties shall commence upon the execution of this Agreement and continue for a period of one (1) year. Services may be extended on a yearly basis through a written agreement on mutually acceptable terms to the parties." (Agreement, Section 2, page -3-)

The City and the Authority, on or about December 31, 2010, entered into an Amendment to the Intergovernmental Agreement for Services, extending the services pursuant to the above contract provision for one year, until December 31, 2011.

The City and the Authority now desire to continue the services according to the Agreement for an additional year.

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual benefits contained herein and contained in the Agreement, the Authority and the City agree as follows:

1. The City will perform services for and on behalf of the Authority on the terms provided in the Agreement for an additional one year, until December 31, 2012.
2. The terms and conditions set forth in the December 31, 2009 Intergovernmental Agreement for Services shall remain in full force and effect for the additional year term.
3. The Authority and the City stipulate and agree that there is adequate consideration for the making of this Second Amendment to Intergovernmental Agreement for Services, and waive any obligation or defense to the formation of this amendment because of inadequate consideration.

5-2-1 DRAINAGE AUTHORITY

By Richard H. Bowman
Richard H. Bowman
Chairman of the Board

CITY OF GRAND JUNCTION

By Laurie Kadrach
Laurie Kadrach
City Manager

SEVENTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SERVICES

THIS SEVENTH AMENDMENT TO THAT CERTAIN AGREEMENT DATED DECEMBER 31, 2009 is made and entered into this 31st day of December, 2015 by and between the 5-2-1-DRAINAGE AUTHORITY, a separate governmental entity, political subdivision and political corporation of the State of Colorado ("Authority") and the CITY OF GRAND JUNCTION, Colorado, a Colorado Home Rule Municipal Corporation with its principal offices located at 250 N. 5th Street, Grand Junction, Colorado ("City").

RECITALS:

The City and the Authority entered into an Intergovernmental Agreement for Services (Agreement) on December 31, 2009 which set forth the terms under which the City would provide management and administrative services for and on behalf of the Authority.

The Agreement included the following term: "The City's duties shall commence upon the execution of this Agreement and continue for a period of one (1) year. Services may be extended on a yearly basis through a written agreement on mutually acceptable terms to the parties." (Agreement, Section 2, page -3-)

The City and the Authority, on or about December 31, 2015, entered into an Amendment to the Intergovernmental Agreement for Services, extending the services pursuant to the above contract provision for one year, until December 31, 2016.

The City and the Authority now desire to continue the services according to the Agreement for an additional year.

NOW, THEREFORE, in consideration of the recitals, terms, conditions and mutual benefits contained herein and contained in the Agreement, the Authority and the City agree as follows:

1. The City will perform services for and on behalf of the Authority on the terms provided in the Agreement for an additional one year, until December 31, 2016.
2. The terms and conditions set forth in the December 31, 2009 Intergovernmental Agreement for Services shall remain in full force and effect for the additional year term.
3. The Authority and the City stipulate and agree that there is adequate consideration for the making of this Seventh Amendment to Intergovernmental Agreement for Services, and waive any obligation or defense to the formation of this amendment because of inadequate consideration.

5-2-1 DRAINAGE AUTHORITY

By 
Dave Edwards
Chairman of the Board

CITY OF GRAND JUNCTION

By 
Tim Moore
Interim City Manager