

**FIRST AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT**

by between

**THE CITY OF CENTENNIAL, COLORADO
and
THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS
REGARDING SNOW REMOVAL SERVICES**

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT REGARDING SNOW REMOVAL SERVICES (the "First Amendment") is entered into by and between the **CITY OF CENTENNIAL**, a home rule municipality of the State of Colorado (the "City"), and the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF DOUGLAS** (the "County") (collectively, the "Parties"), and shall be effective as of December 31, 2013 (the "Effective Date").

RECITALS

WHEREAS, the Parties entered into that certain Intergovernmental Agreement Regarding Snow Removal Services having an effective date of November 1, 2012 (the "Agreement"); and

WHEREAS, the Agreement is scheduled to terminate on December 31, 2013; and

WHEREAS, Paragraph 3.A. of the Agreement authorizes the Parties to extend the term of the Agreement for subsequent one (1) year terms on an annual basis; and

WHEREAS, the Parties desire to extend the term of the Agreement and also desire to amend the Agreement to set forth that the term of the Agreement shall be perpetual, until such time as the Agreement is amended or terminated by the Parties; and

WHEREAS, the City and the County desire to enter into this First Amendment.

NOW, THEREFORE, the Parties agree as follows:

1. **Paragraph 3** of the Agreement titled "Term of the Agreement" shall be revised to read as follows:
 3. **TERM OF AGREEMENT**. This Agreement shall be effective as of the Effective Date and shall remain effective until terminated in accordance with this Paragraph 3 or as may be otherwise permitted by this Agreement.
 - A. **Extension of Term of Agreement**. This Agreement shall automatically extend on each January 1 following the Effective Date for subsequent one (1) year terms. Notwithstanding the automatic one-year extensions of this Agreement,

the Parties shall be obligated to enter into a written amendment to this Agreement to document any updated *Snow Removal Responsibilities Map* (**Exhibit A**) and any other updated exhibits, if and when said exhibit(s) are modified by a party or by the Parties, as applicable.

- B. Termination. Either party shall have the right to terminate this Agreement, without cause, provided that the party desiring to terminate this Agreement has provided a minimum of ninety (90) days advance written notice to the other party. Any such written notice of termination given under this Agreement shall clearly set forth the date of termination of this Agreement.
2. No Further Amendments. Nothing contained in this First Amendment shall affect any other provisions of the Agreement except as specifically set forth herein. Specifically, and without limiting the foregoing, the Parties acknowledge and agree that as of the date of execution of this First Amendment, the following exhibits to the Agreement remain accurate and valid:

Exhibit A Snow Removal Responsibilities – Map

Exhibit B Services to be Provided

Exhibit C Douglas County Snow Removal Procedures and Prioritization
Schedule – for Urban Arterial Roadways

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Intergovernmental Agreement, to be effective as of the Effective Date of December 31, 2013. By the signature of its representatives below, each Party affirms that it has taken all necessary action to authorize said representative to execute this First Amendment.


**THE BOARD OF COUNTY
COMMISSIONERS OF THE COUNTY OF
DOUGLAS, COLORADO**

By: 
County Manager, Douglas J. DeBord

ATTEST:

County Clerk - Melissa A. Pelletier

APPROVED AS TO FISCAL CONTENT:

Andrew Copland
Director of Finance

DATE: 12/13/13

APPROVED AS TO LEGAL FORM:



Nick Pijoan
Senior Assistant County Attorney

DATE: 12-12-2013

CITY OF CENTENNIAL, COLORADO

By: _____

John H. Danielson, City Manager

ATTEST:

APPROVED AS TO FORM:

Brenda J. Madison
City Clerk or Deputy City Clerk

Linda Michener
For City Attorney's Office

DEPARTMENT OF ORIGINATION: Public Works

FINANCE DEPARTMENT REVIEW:

Finance has reviewed this agreement and the funds:

☐ *are appropriated and available for this Agreement.*

☐ *are not available for this Agreement.*

☒ *not applicable (N/A) to this Agreement. NO FINANCIAL IMPACT*

By: Dawn Friday

Budgeted Item/Account: _____

DEPARTMENT/POSITION RESPONSIBLE FOR ADMINISTRATION OF CONTRACT: Public Works