

SPONSORED BY: MAYOR DOWNING

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-92
Series of 2014

Series of 2014

A RESOLUTION APPROVING THE SETTLEMENT AGREEMENT BETWEEN THE CITIES OF AURORA, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN, AND THORNTON AS PLAINTIFFS AND SHERIFF DOUGLAS N. DARR AND THE BOARD OF COUNTY COMMISSIONERS AS DEFENDANTS, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT ALLOCATING THE COSTS SET FORTH IN THE ABOVE-REFERENCED SETTLEMENT AGREEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. Subject to the provisions of Section 3 of this Resolution, the Settlement Agreement between the Cities of Aurora, Commerce City, Federal Heights, Northglenn, and Thornton as Plaintiffs and Sheriff Douglas N. Darr and the Board of County Commissioners as Defendants, attached hereto as **Exhibit 1**, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Northglenn.

Section 2. Subject to the provisions of Section 3 of this Resolution, the Intergovernmental Agreement between the Cities of Arvada, Aurora, Brighton, Commerce City, Federal Heights, Northglenn, Thornton, and Westminster, as well as the Town of Bennett, regarding Municipal Non-Domestic Violence Inmate Allocations and Per Diem Fee Assessment Process for the Adams County Detention Facility, attached hereto as **Exhibit 2**, is hereby approved and the Mayor is authorized to execute the same on behalf of the City of Northglenn.

Section 3. The approvals set forth in Sections 1 and 2 are conditioned on both agreements being approved, and the authorizations for the Mayor's signature on the Agreements set forth above shall only be valid if both agreements are approved by the respective parties thereto.

DATED at Northglenn, Colorado, this ____ day of _____, 2014.

JOYCE DOWNING
Mayor

ATTEST:

JOHANNA SMALL, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into between the cities of Aurora, Commerce City, Federal Heights, Northglenn, and Thornton, Colorado (collectively "Cities" or "Plaintiffs"), and Sheriff Douglas N. Darr, in his official capacity (hereinafter "Sheriff"), and the Board of County Commissioners of the County of Adams (hereinafter "BOCC") (collectively "Parties").

WHEREAS all of the municipalities in the County of Adams, Colorado, have the statutory ability to use the Adams County Detention Facility ("ACDF") to house their municipal inmates "subject to conditions imposed by law, and with the consent of the Board of County Commissioners;"

WHEREAS the Sheriff has continued a pre-existing cap on municipal inmates that limits the number of inmates accepted on municipal charges to thirty (30), not including Domestic Violence inmates;

WHEREAS the Cities instituted a lawsuit in the Adams County District Court, Civil Action No. 2014CV30353, titled:

CITY OF AURORA; CITY OF COMMERCE CITY; CITY OF FEDERAL HEIGHTS; CITY OF NORTHGLENN; and CITY OF THORNTON, Colorado, municipal corporations, v. DOUGLAS N. DARR, in his official capacity as Adams County Sheriff, State of Colorado; and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS ("Action")

which is currently pending;

WHEREAS it is the Cities' position in the Action that the Sheriff does not have the legal authority to limit the number of municipal inmates at the ACDF;

WHEREAS it is the position of the Sheriff that, consistent with his legal responsibilities, he has the authority and responsibility to limit the number of inmates he will accept in the ACDF, based upon the safety of Facility staff, including law enforcement personnel, and inmates in the Facility;

WHEREAS since the lawsuit was filed, the BOCC passed a resolution purporting to limit the number of municipal inmates in the ACDF to thirty (30);

WHEREAS it is the intent of this Agreement to stay the proceedings in the Action until May 15, 2015, which reflects the effective end date of the terms of this Agreement.

NOW WHEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

- A. In addition to inmates being held on domestic violence related

charges, there will be a soft cap of 65 municipal inmates in the Adams County Detention Facility on any one day. This soft cap will be administered as follows:

1. The Sheriff will continue to publish, by email, the daily list of municipal inmates in the ACDF. The list will continue to be published no later than 9:00 a.m. each day.

2. To assure that each City receives the daily list of municipal inmates, each City will furnish the Sheriff with the names and email addresses of that City's officials who are to receive the list. The Sheriff will place said officials on a listserve of persons to whom the daily list is to be sent. Each City will have the responsibility of notifying the Sheriff of any change in the identity of its officials designated to receive the list. Emailing the daily list to the persons designated on the listserve is presumed to be appropriate publication.

3. The Cities will be responsible for checking the list to determine if it contains more than 65 municipal inmates. If it does, the Cities will notify the Sheriff by email or similar writing (1) whether to release one or more inmates so as to come within the cap; (2) if any inmate is to be released, the identity of that inmate; and (3) provide a written court order granting release of the identified inmate. This notification shall occur no later than 12 hours after publication of the list, or by 9 p.m., whichever is later.

4. Persons being held on both an Adams County State charge and an Adams County Municipal charge shall not be counted against this cap. Persons being held by two or more municipalities shall only be counted one time, for the purpose of establishing the 65 inmate cap, and the Sheriff's report will show the multiple cities with holds. When held by two or more municipalities, an inmate shall be counted as a portion for each holding agency on the Sheriff's report, and the total of those portions shall equal only one person towards the inmate cap.

5. Unless the Cities timely notify the Sheriff to release enough municipal inmates to come within the cap, and provide the Sheriff with a court order to release the identified inmates, then, for each inmate in excess of 65, the Sheriff is entitled to receive \$45 per diem from one or more of the Cities, without any additional costs, determined as follows:

- a. The Cities will, by 5:00 p.m. on the second succeeding business day following the publication of the list of municipal inmates, notify

the Sheriff which City or Cities to charge. After that time, no City may challenge the municipal inmate count by the Sheriff for the corresponding day.

b. Failing timely notification from the Cities concerning which City or Cities to charge, the Sheriff will charge the City or Cities whose inmate(s) caused the number of municipal inmates to exceed 65 on a last-in first-charged basis.

There will be no charges or fees for the housing and care of the municipal inmates covered by the 65 inmate cap.

B. The actual processing of the bills for inmates exceeding 65 will be done by the Sheriff, unless the Sheriff and the County otherwise agree. The Cities billed shall remit payment to the County within 30 days, with the money to be deposited in the County's general fund. The County will not, without consent of the Sheriff, forgive, waive, or release any amount billed by the Sheriff.

C. The Sheriff will furnish each City using the listserve (see paragraph A.2) with copies of the average daily population report of inmates as a part of the report's regular distribution, but in no event less than monthly.

D. The County agrees to solicit RFPs for a consultant to perform a jail staffing assessment. The contract will be awarded by October 15, 2014, and the assessment must be complete by March 1, 2015. The County will distribute the assessment to the Sheriff and the Cities as soon as it is submitted, but no later than 14 days prior to any public study session held to discuss the assessment. The County agrees to hold a public study session to review and consider the recommendations in the assessment no later than March 15, 2015.

E. The Parties agree that the continuation of the Criminal Justice Coordinating Committee ("CJCC") will be useful to achieving the ends of the Settlement Agreement. The County, therefore, agrees to continue providing facilities for meetings and continue funding of the Criminal Justice Planner position ("Planner") to staff the CJCC. The Planner will be a County employee subject to the employment policies of Adams County. The Planner's daily activities for the CJCC will be assigned and supervised by the CJCC chair on behalf of the CJCC. The Planner will keep the County apprised of the assignments that the Planner is working on for the CJCC. Although the Planner's primary job function is support of the CJCC, the County may also give the Planner assignments. All expenses incurred by the Planner in the performance of his/her duties must be approved by the County Manager or his designee. The Planner's periodic performance evaluations will be performed by the CJCC chair and the County Manager, or his designee. The County Manager, or his designee,

and the CJCC chair shall promptly bring any issues of concern regarding the Planner's performance to each other's attention so the two have the opportunity to address the matter. Major employment decisions such as termination and discipline will be made by the County Manager, or his designee, following consultation with the CJCC chair.

F. Each of the Parties to this Agreement shall bear their own costs, expenses, and attorneys' fees incurred in connection with this stay. The City of Aurora and the BOCC will each pay half of the Mediator's fees. The City of Aurora agrees that it will not seek damages against Adams County related to the housing of municipal inmates that may have accrued up through the date that the stay is lifted.

G. Upon the execution of this Agreement, the Parties agree to cooperate fully and to take all additional actions which may be necessary to stay all claims in this matter and to execute any and all necessary documents to affect that purpose. The stay, as well as this Agreement, will be in effect until May 15, 2015, unless otherwise agreed to in writing by all of the Parties.

H. The BOCC will pass a resolution as soon as practicable, but no later than thirty (30) days following the execution and adoption of this Agreement, that is in conformance with this Agreement. The Board of County Commissioners agrees to rescind its February 24, 2014, resolution (Resolution 2014-113). The Board agrees that it will not adopt any resolution limiting municipal inmates beyond the agreement set forth herein until after the stay is lifted.

I. This Agreement shall be effective when fully executed by all the Parties, and when approved and adopted by the governing bodies of the Parties, if applicable.

J. The Cities herein acknowledge and agree that each has every intention of carrying out and performing the provisions of this Agreement for its entire term. Each City agrees it shall make every reasonable effort to ensure the continued appropriation of funds for the payments referenced in this Agreement. In the event that any of the respective City Councils fail to appropriate funds for the continuation of this Agreement for any fiscal year past the first fiscal year, the Cities may, at the beginning of the fiscal year for which the City Councils do not appropriate such funds and upon thirty (30) days prior written notice, terminate this Agreement without penalty and thereupon be released of further obligations pursuant thereto.

K. This Agreement represents the entire Agreement between the Parties and there are no oral or collateral agreements or understandings. The Parties represent that the Parties signing this Agreement have full lawful authority to execute this Agreement on behalf of the Party for whom they are signing.

L. This Agreement shall not be assigned by any Party to any successor or assigns without the prior written consent of the other Parties.

M. This Agreement may be executed in counterparts. Each of which shall be considered an original and all of which together shall constitute one and the same interests and any facsimile or electronic signature shall have the same force and effect as an original signature.

N. This Agreement shall be governed by the State of Colorado and any legal actions concerning the provisions thereof shall be brought in the County of Adams, State of Colorado.

DATED this _____ day of August, 2014.

FOR THE PLAINTIFFS:

CITY OF AURORA, COLORADO

George K. Noe, City Manager
Aurora Municipal Center
15151 East Alameda Parkway
Aurora, Colorado 80012
Telephone: (303) 739-7010

ATTEST:

Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, Interim City Attorney

Teresa L. Kinney, Assistant City Attorney

CITY OF COMMERCE CITY, COLORADO

Brian K. McBroom, City Manager
Commerce City Civic Center
7887 East 60th Avenue
Commerce City, Colorado 80022
Telephone: (303) 227-8808
Facsimile: (303) 289-3688
bmcbroom@c3gov.com

ATTEST:

Laura Bauer, City Clerk

APPROVED AS TO FORM:

Robert Gehler, City Attorney

CITY OF FEDERAL HEIGHTS,
COLORADO, PLAINTIFF

By: _____

Joyce Thomas, Mayor
City of Federal Heights
2380 W. 90th Ave.
Federal Heights, CO 80260

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF NORTHGLENN, COLORADO

By: _____
Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann
City Attorney

CITY OF THORNTON, COLORADO

Jack Ethredge, City Manager
9500 Civic Center Drive
Thornton, Colorado 80229
Telephone: (303) 538-7210

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Margaret Emerich, City Attorney

Gary Jacobson, Deputy City Attorney (14787)
Sarah Geiger, Assistant City Attorney (40377)

ATTORNEYS FOR THE CITY OF THORNTON

KATHRYN L. SCHROEDER, ESQ.

ATTORNEY FOR DEFENDANT
SHERIFF DOUGLAS N. DARR

Kathryn L. Schroeder (11042)
2563 South Krameria Street
Denver, Colorado 80222
Telephone: (303) 929-2224
kathrynschroeder@earthlink.net

**ADAMS COUNTY BOARD OF
COUNTY COMMISSIONERS**

Chair
Adams County
4430 South Adams County Parkway
5th Floor, Suite C5000B
Brighton, Colorado 80601

APPROVED AS TO FORM:

Heidi M. Miller
County Attorney
4430 South Adams County Parkway
5th Floor, Suite C5000B
Brighton, Colorado 80601
Telephone: (720) 523-6116
Facsimile: (720) 523-6114
hmill@adcogov.org

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF ARVADA,
AURORA, BRIGHTON, COMMERCE CITY, FEDERAL HEIGHTS, NORTHGLENN,
THORNTON, AND WESTMINSTER, AS WELL AS THE TOWN OF BENNETT,
COLORADO
REGARDING MUNICIPAL NON-DOMESTIC VIOLENCE INMATE
ALLOCATIONS AND PER DIEM FEE ASSESSMENT PROCESS
FOR THE ADAMS COUNTY DETENTION FACILITY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into by and between the City of Arvada, City of Aurora, City of Brighton, City of Commerce City, City of Federal Heights, City of Northglenn, City of Thornton, and the City of Westminster, Colorado, all Colorado home rule municipalities, and the Town of Bennett, a Colorado statutory town, collectively sometimes referred to herein as the “Cities” or “Parties” and individually as “City or Party.”

WITNESSETH

WHEREAS, Section 18(2)(a) of Article XIV of the Colorado Constitution and C.R.S. § 29-1-201 authorize and encourage governments to cooperate by contracting with one another for their mutual benefit; and

WHEREAS, pursuant to C.R.S. § 31-15-401(k), municipalities may use the county jail for confinement or punishment of offenders “with the consent of the board of county commissioners”; and

WHEREAS, pursuant to a Settlement Agreement entered in connection with litigation pending in Adams County District Court captioned: *CITY OF AURORA; CITY OF COMMERCE CITY; CITY OF FEDERAL HEIGHTS; CITY OF NORTHGLENN; and CITY OF THORNTON, Colorado, municipal corporations, v. DOUGLAS N. DARR, in his official capacity as Adams County Sheriff, State of Colorado; and THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ADAMS*, Civil Action No. 2014CV30353, the municipalities named in said litigation are now subjected to a flexible (“soft”) cap of 65 non-domestic violence related municipal prisoners (aka “inmates”) who may be held at the Adams County Detention Facility (“ACDF”) solely for municipal charges; and

WHEREAS, pursuant to the Settlement Agreement, the Sheriff may charge said municipalities in Adams County a per diem fee of up to \$45 for any such municipal inmate held at the ACDF in excess of the 65 cap; and

WHEREAS, the Sheriff and the Cities recognize that the Jail Cap applies to all the Cities; as such Cities are authorized to use the ACDF pursuant to C.R.S. §31-15-401(k); and

WHEREAS, it is in the best interests of the Cities to agree among themselves on a process for allocating the 65 beds available without charge in the ACDF for municipal inmates and for determining which of the Cities will be responsible for paying per diem

fees the Sheriff may impose for their municipal inmates in the event the 65 cap is exceeded.

NOW, THEREFORE, in consideration of the promises and conditions contained herein the Cities hereto agree as follows:

I. PROCESS FOR THE PAYMENT OF PER DIEM FEES WHEN MUNICIPAL INMATES EXCEED THE ABOVE 65 CAP AND THE ALLOCATION OF BED SPACE AMONGST THE CITIES.

A. The Cities agree to the process for payment of fees as follows:

1. Each City must provide the Sheriff with the email address of each person to whom the Sheriff should send the daily municipal inmate count. The Sheriff has agreed to provide the Cities with the email address(es) to which the Sheriff wants the emails noted below to be sent.

2. The Sheriff will email the municipal inmate count by 9:00 a.m. each day of the week (including weekends and holidays) to the Cities.

3. Each City will review the list on at least each business day verifying its inmates listed are accurate in terms of names, holds, charges, and individual municipal inmate count. If any discrepancies are found, that City will notify the designated staff persons at the ACDF and all other Cities via email no later than 5:00 p.m. on the second business day following the Sheriff's publication of the list.

4. If the total number of municipal non-DV inmates is 65 or less, no additional action is necessary by any City.

5. If the total number of municipal non-DV inmates exceeds 65, any City that has not exceeded its individual allocation (as shown in Table A below) need not take any action and will not ultimately be subject to any per diem fees for this day (see paragraph A.6.f.). Each City must specify on all applicable paperwork (including but not limited to: in-custody booking forms, jail mittimus forms, warrants, and other correspondence) whether or not an inmate is being held on a DV charge. If any City's paperwork contains an error, that City will be responsible for any per diems assessed because of that error, unless such City notifies the Sheriff of such error by 5:00 p.m. on the second succeeding business day following the Sheriff's publication of the list of municipal inmates.

6. If the total number of municipal non-DV inmates exceeds 65, any City that has exceeded its individual allocation (as shown in Table A below) will have **12 hours from the time the Sheriff sent the daily email or 9:00 p.m., whichever is later**, to either release one or more of its non-DV inmates and/or risk being assessed a per diem fee for one or more of its non-DV inmates. If any such City's decision is to release one or more of its inmates, it must notify the Sheriff by email as noted above, to avoid any per diem liability for such inmate(s). Any such City's email should also be sent to all

Cities to ensure all are kept informed of each City's decisions regarding its municipal inmates.

a. If the total number of municipal non-DV inmates exceeds 65, the City that has exceeded its individual allocation by the greatest number of inmates will first be assessed a per diem fee if it has not released one or more inmates by the established deadline. In the event more than one City has exceeded their allocation by the same number of inmates, and a per diem fee results for such inmate(s), such fee will be split equally among these Cities.

b. Step "a" above will be repeated until the remaining municipal non-DV inmate count for that day either by release and/or by commitment to pay a per diem fee(s) is at or below 65. See examples below.

c. Any City that notifies the Sheriff to release all of its inmates that were over its individual allocation on any given day by the established deadline for such day will not ultimately be subject to any per diem fees for this day (see paragraph A.6.f.).

d. For any day for which a per diem is to be assessed, the Sheriff must be sent an email **by 5:00 p.m. on the second business day** following the Sheriff's email containing the daily municipal inmate count for that day by each City that details the amount to be billed for each such day(s). Any such City's email should also be sent to all Cities to ensure all are kept informed of each City's decisions regarding its municipal inmates. If the Cities fail to provide such information to the Sheriff by the established deadline, the Sheriff will bill the per diems for any excess inmates on a last-in, first-charged basis.

e. Adams County will bill the appropriate Cities monthly and payment is due to the County within 30 days of receipt of such invoice.

f. If a City fails to notify the Sheriff as provided for in paragraph A.6.d. above, and as a result the Sheriff assesses a per diem charge on a "last-in, first-charged" basis, the City assessed such per diem charge may invoice the City(ies) that failed to notify the Sheriff in a timely manner and such City(ies) shall reimburse the City charged on the "last-in, first-charged" basis for all such per diem charges within 30 days of receipt of such invoice.

B. The Cities agree to the following allocation of beds in ACDF for municipal inmates:

1. The Cities individual bed allocations are set forth below in Table A.

TABLE A

Municipality	65 Bed Allocation
Arvada	2
Aurora	11
Bennett	1
Brighton	6
Commerce City	10
Federal Heights	2
Northglenn	6
Thornton	17
Westminster	10
Total	65

2. The following reflect examples of how the above-stated process would work in practice.

Example #1. In the example below even though several Cities are over their allocation, since the total number of inmates is 65 or less, no action needs to be taken and no per diem fees will accrue.

Municipality	Proposed 65 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	1	-1	No Action Needed
Aurora	11	12	+1	No Action Needed
Bennett	1	0	-1	No Action Needed
Brighton	6	4	-2	No Action Needed
Commerce City	10	11	+1	No Action Needed
Federal Heights	2	2	0	No Action Needed
Northglenn	6	4	-2	No Action Needed
Thornton	17	19	+2	No Action Needed
Westminster	10	10	0	No Action Needed
				No Action Needed
Total	65	63	-2	Under Soft Cap

Example #2. In the example below the total number of inmates is over 65 by two inmates so those three Cities that are over their allocation may be at risk. Since Thornton is over its allocation the most (2 over) it would be the first to decide whether to release an inmate or be charged a per diem. Following this action, there are three Cities that are each one over (Aurora, Commerce City, and Thornton). Each of these

Cities would be faced with the decision to either release an inmate or risk being charged up to 1/3 per diem.

So to recap, if all occurred as described above, Thornton would either be charged 1 1/3 per diem (if it did not release its first inmate and none released another inmate) or 1/3 per diem along with Aurora and Commerce City if Thornton did release its first inmate, but none released another inmate.

Municipality	Proposed 65 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	1	-1	No Action Needed
Aurora	11	12	+1	At Risk
Bennett	1	0	-1	No Action Needed
Brighton	6	6	0	No Action Needed
Commerce City	10	11	+1	At Risk
Federal Heights	2	2	0	No Action Needed
Northglenn	6	6	0	No Action Needed
Thornton	17	19	+2	At Risk
Westminster	10	10	0	No Action Needed
Total	65	67	+2	2 Over Soft Cap

Example #3. In the example below the total number of inmates is over 65 by three inmates so those three jurisdictions that are over their allocation may be at risk. Since Commerce City is over its allocation the most (5 over) it would be the first to be charged a per diem if one of its inmates were not released. After Commerce City decides whether to release or risk paying a per diem for the first inmate over its individual allocation, it remains most over its allocation (4 over), so it would again be faced with either releasing an inmate or paying another per diem. Again, Commerce City remains the most over its allocation (3 over), so it would again be faced with either releasing an inmate or paying another per diem.

So to recap, if all occurred as described above, Commerce City would be faced with either releasing up to three inmates or being charged up to three per diems. Even though Aurora and Thornton were also over their allocations, they would not be impacted because Commerce City remained the most over its allocation.

Municipality	Proposed 65 Bed Allocation	# of Municipal Inmates at Count	# Over/Under Individual Allocation	Result
Arvada	2	2	0	No Action Needed
Aurora	11	12	+1	At Risk
Bennett	1	0	-1	No Action Needed
Brighton	6	4	-2	No Action Needed

Commerce City	10	15	+5	At Risk
Federal Heights	2	1	-1	No Action Needed
Northglenn	6	6	0	No Action Needed
Thornton	17	18	+1	At Risk
Westminster	10	10	0	No Action Needed
Total	65	68	+3	3 Over Soft Cap

II. TERM.

This Agreement shall be in effect until and including May 15, 2015, unless otherwise agreed to by all the Cities in writing.

III. NONAPPROPRIATIONS CLAUSE.

The Cities herein acknowledge and agree that each has every intention of carrying out and performing the provisions of this Agreement for its entire term. Each City agrees it shall make every reasonable effort to ensure the continued appropriation of funds for the payments referenced in this Agreement. In the event that any of the respective City Councils fail to appropriate funds for the continuation of this Agreement for any fiscal year past the first fiscal year, the Cities may, at the beginning of the fiscal year for which the City Councils do not appropriate such funds and upon thirty (30) days prior written notice, terminate this Agreement without penalty and thereupon be released of further obligations pursuant thereto.

IV. PROVISIONS CONSTRUED AS TO FAIR MEANING.

The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon any attributes to such Party as the source of the language in question.

V. NO IMPLIED REPRESENTATIONS.

No representations, warranties, or certifications, express or implied, shall exist as between the Parties, except as specifically stated in this Agreement.

VI. NO ORAL OR COLLATERAL AGREEMENTS OR UNDERSTANDINGS.

This Agreement may be amended only by an instrument in writing signed by the Parties.

VII. INTEGRATED AGREEMENT.

This Agreement is an integration of the entire understanding of the Parties with respect to the matters stated herein.

VIII. WAIVER.

The waiver by any party to this Agreement of a breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any Party.

IX. UNCONSTITUTIONALITY.

The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. If any provision of this Agreement, or the application thereof to any person, entity or circumstance, is held invalid, such invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement, and each and every provision thereof, are declared to be severable.

X. GOVERNMENTAL IMMUNITY.

The Parties hereto understand and agree that the Parties, their officers and employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time-to-time amended, or otherwise available to the Parties their officers, or their employees.

XI. NOTICE.

Any notice required by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below, or at such other address as has been previously furnished in writing to the other Party or City. Such notice shall be deemed to have been given when deposited in the United States mail.

City of Arvada

City of Aurora:
City Manager
City of Aurora
15151 East Alameda Parkway
Aurora, CO 80012

Town of Bennett
Town Administrator
355 Fourth Street
Bennett, CO 80102

City of Brighton

City of Commerce City
City Manager
7887 E. 60th Avenue
Commerce City, CO 80022

City of Federal Heights
City Manager
City of Federal Heights
2380 W 90th Avenue
Federal Heights, CO 80260

City of Northglenn
City Manager
11701 Community Center Drive
Box 330061
Northglenn, CO 80233

City of Thornton:
City Manager
City of Thornton
9500 Civic Center Drive
Thornton, CO 80229

City of Westminster

XII. APPLICABLE LAW AND VENUE.

This Agreement shall be interpreted and enforced pursuant to the laws of the State of Colorado. In the event of litigation concerning this Agreement, the Parties agree that proper venue shall be the District Court, Adams County, Colorado.

XIII. LITIGATION.

Each Party hereto shall be responsible for any suits, demand, costs or actions at law resulting from its own acts or omissions.

XIV. EFFECTIVE.

This Agreement shall become effective as of the last date of execution by the Parties hereto.

IN WITNESS WHEREOF, The Cities have caused this Agreement to be duly executed as of the day and year below written.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

(SIGNATURES FOLLOW ON NEXT PAGE)

CITY OF AURORA, COLORADO

_____ Date: ____
George K. Noe, City Manager
Aurora Municipal Center
15151 East Alameda Parkway
Aurora, Colorado 80012
Telephone: (303) 739-7010

ATTEST:

Janice Napper, City Clerk

APPROVED AS TO FORM:
Michael J. Hyman, Interim City Attorney

Teresa L. Kinney, Assistant City Attorney

TOWN OF BENNETT, COLORADO

By: _____ Date: _____
Sue F. Horn, Mayor

ATTEST:

Lynette F. White, Town Clerk

APPROVED AS TO FORM:
Light Kelly, PC, Town Attorney

By: _____
Samuel J. Light

CITY OF COMMERCE CITY, COLORADO

_____ Date: _____
Brian K. McBroom, City Manager
Commerce City Civic Center
7887 East 60th Avenue
Commerce City, Colorado 80022
Telephone: (303) 227-8808
Facsimile: (303) 289-3688
bmcbroom@c3gov.com

ATTEST:

Laura Bauer, City Clerk

APPROVED AS TO FORM:

Robert Gehler, City Attorney

**CITY OF FEDERAL HEIGHTS,
COLORADO**

By:

Date: _____

Joyce Thomas, Mayor
City of Federal Heights
2380 W. 90th Ave.
Federal Heights, CO 80260

ATTEST:

Patti Lowell, CMC, City Clerk

APPROVED AS TO FORM:

William P. Hayashi, City Attorney

CITY OF NORTHGLENN, COLORADO

By: _____ Date: _____
Joyce Downing, Mayor

ATTEST:

Johanna Small, CMC, City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CITY OF THORNTON, COLORADO

Date: _____
Jack Ethredge, City Manager

ATTEST:

Nancy Vincent, City Clerk

APPROVED AS TO FORM:
Margaret Emerich, City Attorney

Gary Jacobson, Deputy City Attorney