

**INTERGOVERNMENTAL AGREEMENT
FOR USE OF THE ARAPAHOE COUNTY 911 AUTHORITY BACKUP COMMUNICATIONS
CENTER**

This Intergovernmental Agreement For Use of the Arapahoe County 911 Authority Backup Communications Center (“**Agreement**”), effective the ___ day of ____, 2024 (“**Effective Date**”), is entered into by and between the Arapahoe County 911 Authority, a Colorado local government entity (“**Authority**”) and each agency that executes this Agreement and is approved by the Authority (each, an “**Agency**” and collectively the “**Agencies**”). The Authority and the Agencies are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the Authority recently entered into that certain Lease Agreement (“**Lease**”) with the Board of County Commissioners of Arapahoe County, State of Colorado in which the Authority has leased the premises located within 5334 South Prince Street, Littleton, Colorado 80120. The leased premises includes the Backup Communications Center (the “**BCC**”);

WHEREAS, the Authority is a local government that collects the emergency telephone charge and financially supports the provision of emergency telephone service (911 Service) in Arapahoe County. The Authority does not directly operate any public safety answering points (each, a “**PSAP**”) or provide emergency services, but it provides support and services to agencies that do;

WHEREAS, the Agency operates a PSAP within Arapahoe County;

WHEREAS, the BCC is a PSAP operated by the Authority for the purpose of providing a backup center for agencies within Arapahoe County to use for training purposes or in the event an agency’s PSAP is non-operational;

WHEREAS, Article XIV, Section 18(2)(a) of the Colorado Constitution and Part 2, Article I, Title 29, C.R.S., encourage and authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, from time to time, the Agency desires to use the BCC for training purposes or in the event its own PSAP is non-operational, and the Authority desires to provide to the Agency access to the BCC, pursuant to the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the Parties agree as follows:

AGREEMENT

Section 1. Agreement. The Board of County Commissioners of Arapahoe County has adopted current policies regarding the usage of the BCC (each a “**Policy**” and collectively the “**Policies**”). Such Policies are incorporated herein and made a part of this Agreement. To the extent of any conflict of the terms between the Policies and this Agreement, the terms of this Agreement shall control. In addition, the Parties hereby acknowledge and agree that the Authority may amend the current Policies from time to time. Such amendment(s) shall be binding upon the Agency, without any required approval of the Agency. Upon making any changes to a Policy, the Authority shall provide notice to the Agency. Notwithstanding the above, the terms of this Agreement shall be subject to the terms of the Lease and the Agency shall comply with the terms of the Lease. Nothing in this Agreement creates any sort of fiscal obligations on the Parties.

Section 2. Access. The Authority, by these presents and subject to the terms herein, does hereby authorize the Agency to use the BCC pursuant to the terms set forth in the Policies. Each Agency shall be responsible for any damage its personnel cause to the BCC or the property on which it is located.

Section 3. Term. The term of this Agreement (“*Term*”) shall continue in perpetuity unless terminated by either Party pursuant to the terms herein. The Term shall be coterminous with the term of the Lease, and in the event the Lease terminates or expires, this Agreement shall automatically terminate. In addition, the Authority may terminate this Agreement by providing nine (9) months’ notice to the Agency. The Agency can terminate this Agreement immediately upon giving written notice to the Authority.

Section 4. Event of Default. The following shall be an event of default (“*Event of Default*”) under this Agreement:

Failure by either Party to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied, shall be received by the defaulting Party; provided, that if the failure stated in the notice cannot be corrected within the applicable period, the non-defaulting Party shall not withhold its consent to an extension of such time if, in the non-defaulting Party's reasonable judgment, corrective action can be instituted by the defaulting Party within the applicable period and diligently pursued until the default is corrected.

Section 5. Remedies on Default. Whenever an Event of Default occurs, and continues beyond any applicable cure period, the non-defaulting Party hereunder may, without any further demand or notice, terminate this Agreement and pursue all rights and remedies at law or in equity.

Section 6. Insurance. The Agency shall maintain broad form property damage insurance on the BCC during the term of this Agreement. The cost of the required insurance shall be paid by the Agency. Upon execution of this Agreement, the Agency shall provide a certificate of insurance evidencing commercial general liability coverage against claims arising out of bodily injury, death, damage to or destruction of the property of third parties, including loss of use thereof, and including products and completed operations in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate. Such insurance policy shall be primary and non-contributory and shall name the Authority and the Board of County Commissioners of Arapahoe County as additional insureds. In addition to the above and in conformance with the terms of the Lease, the Agency shall maintain workers’ compensation insurance in the amount required by statute, and the Agency shall maintain business automobile liability coverage of limits not less than One Million Dollars (\$1,000,000.00) per person (Bodily Injury) and One Million Dollars (\$1,000,000) property damage per occurrence.

Section 7. Notice. Any notice required or permitted under this Agreement shall be given by personal delivery or certified/registered mail, postage prepaid, or by electronic mail, and addressed as follows:

Arapahoe County 911 Authority
Attn: Executive Director
5334 South Prince Street
Littleton, CO 80120
Email: CRaley@arapahoegov.com

With a copy (which shall not constitute notice) to:

Fairfield and Woods, P.C.
1801 California St. Ste. 2600
Denver, CO 80202
Attn: Ryan Tharp
Email: rtharp@fwlaw.com

[INSERT AGENCY NAME]
Attn:

If provided by certified/registered mail, the notice shall be deemed given three (3) Business Days after being deposited in the United States mail. Either Party may change its address for receiving notice by providing the other Party with notice of the address change in accordance with this Section.

Section 8. Assignment. The Agency may not assign this Agreement or otherwise transfer all or any part of its rights or obligations under this Agreement without the Authority's prior written consent.

Section 9. Governing Law. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Arapahoe County. In any dispute arising from or relating to this Agreement, the prevailing Party shall be awarded its reasonable attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

Section 10. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties, and all prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants, and warranties concerning the subject matter hereof are merged herein.

Section 11. Severability. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect.

Section 12. No Waiver. No waiver of any provisions of this Agreement shall be deemed to constitute a waiver of any other provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any Event of Default hereunder be deemed a waiver of any subsequent Event of Default hereunder.

Section 13. Counterpart Execution. This Agreement may be executed in several counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives indicated below.

ARAPAHOE COUNTY 911 AUTHORITY,
a Colorado local government entity

By: _____ Date: _____
Catherine M. Raley, Executive Director

ATTESTED:

By: _____

DRAFT

[INSERT AGENCY]

By: _____

Date: _____

Name:

Title:

ATTESTED:

By: _____

DRAFT