

RESOLUTION NO. 1347

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING THE FOURTH AMENDMENT OF THE HOUSEHOLD HAZARDOUS WASTE INTERGOVERNMENTAL AGREEMENT WHICH AMENDMENT DELETES THE ORIGINAL AGREEMENT AND RESTATES THE NEW AMENDED AGREEMENT IN ITS ENTIRETY

WHEREAS, the original Household Hazardous Waste Intergovernmental Agreement ("Agreement") was enacted in 1993; and

WHEREAS, although the Agreement has been amended periodically, the Household Hazardous Waste Authority's Management Committee desires to incorporate the prior amendments in one document and update the entire Agreement; and

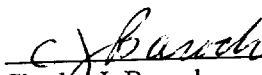
WHEREAS, the new amendments provide, in part, that only 2/3 rds of membership approval is needed rather than unanimous approval for various management decisions and that Jefferson County may, upon notification, cease contributing more than its pro-rata share of costs; and

WHEREAS, the Management Committee also desires, for descriptive purposes, to change the Household Hazardous Waste Authority's name to the "Rooney Road Recycling Center Authority".

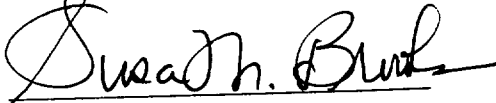
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Fourth Amendment to the Household Hazardous Waste Intergovernmental Agreement which amendment deletes the original Agreement and restates the new amended Agreement in its entirety is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

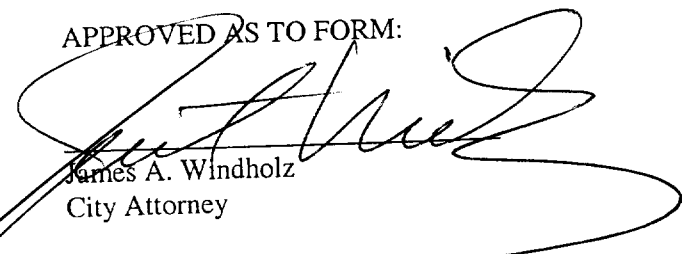
Adopted the 14th day of November, 2002.


Charles J. Baroch
Mayor

ATTEST:


Susan M. Brooks MMC
City Clerk

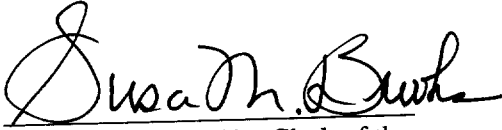
APPROVED AS TO FORM:


James A. Windholz
City Attorney

I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a regular meeting thereof held on the 14th day of November, A.D., 2002.

(SEAL)

ATTEST:



Susan M. Brooks, City Clerk of the
City of Golden, Colorado

AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT

This Amended and Restated Intergovernmental Agreement, dated _____, 2002, ("Amended Agreement") is made and entered by and between JEFFERSON COUNTY, STATE OF COLORADO, a body politic and corporate, and the following municipal corporations of the State of Colorado: CITY OF LAKEWOOD, CITY OF ARVADA, CITY OF GOLDEN, CITY OF WHEAT RIDGE, CITY OF LAKESIDE, TOWN OF MORRISON, and the TOWN OF MOUNTAIN VIEW, all of which are hereinafter referred to as the "parties."

WHEREAS, the parties originally entered into an Intergovernmental Agreement dated April 21, 1993 creating the Household Hazardous Waste Storage Authority; and

WHEREAS, the parties to the original Intergovernmental Agreement desire to replace that Agreement and restate the entire Amended Agreement as provided herein; and

WHEREAS, the parties are authorized to enter into this Amended Agreement pursuant to Section 29-1-201, et seq., 12A C.R.S. (1986); and

WHEREAS, the parties wish to encourage proper disposal of household hazardous wastes and increase public awareness of the importance of sound waste management practices in protecting public health and the environment, particularly water quality; and

WHEREAS, the parties have established a household hazardous waste collection program ("HHW Program") to provide a safe, convenient place where household hazardous wastes from the citizens of Jefferson County can be safely collected, stored and properly disposed of offsite; and

WHEREAS, the parties have established a safe, convenient place for the storage of police property unit chemicals held as evidence in a police property unit; and

WHEREAS, the parties have established a safe, convenient place for the storage of inherited wastes until appropriate offsite disposal can be arranged; and

WHEREAS, the parties wish to promote the recycling of various nonhazardous solid wastes; and

WHEREAS, significant cost, organizational and promotional efficiencies can be realized if household hazardous wastes, certain nonhazardous solid wastes, police property unit chemicals and inherited wastes are handled jointly by the parties; and

WHEREAS, for economic reasons the parties desire the flexibility to accept household hazardous waste and other nonhazardous solid waste from outside Jefferson County so long as such acceptance does not impair the use of the facility by Jefferson County residents or increase the liability of the Authority or its members; and

WHEREAS, the parties have determined that because of the expanded programs it desires to establish, it is appropriate to change the name of the Authority to the Rooney Road Recycling Center Authority; and

WHEREAS, the parties have determined that it is in the best interest of their residents and it is a recognized common goal to create a separate legal entity pursuant to Section 29-1-203, 12A C.R.S. (1986) to operate a collection and temporary storage facility for household hazardous wastes, certain nonhazardous solid waste, police property unit chemicals and inherited wastes.

NOW, THEREFORE, in consideration of the mutual covenants and commitments made herein, the parties agree as follows:

I. DEFINITIONS

A. CONTRACTOR shall mean an entity or entities retained by contract to manage (i.e., receive, categorize, package, store, and arrange for ultimate offsite recycling or disposal) HHW and/or OSW as defined below. The HHW Contractor refers to the Contractor for the Facility. The Contractor shall not manage or be responsible for police property unit chemicals or inherited wastes, which shall be segregated from HHW and OSW and separately managed by the party which owns the police unit chemicals or inherited wastes.

B. HOUSEHOLD HAZARDOUS WASTES (HHW) are solid wastes which would be classified as hazardous wastes under federal regulations but which are exempt from regulation pursuant to 40 C.F.R. Sec. 261.4(b)(1). HHW are derived from domestic and residential sources such as single and multiple dwellings, and include such products as drain openers, oven cleaners and waste paint. Although used motor oil is not currently regulated as a hazardous waste, it is included as HHW for purposes of the HHW Program because of its ubiquity in the waste stream and the potential toxicity of its constituents.

C. OTHER SOLID WASTES (OSW) shall mean solid wastes which are neither hazardous nor HHW and which are derived from domestic and residential sources such as single and multiple dwellings and certain commercial sources. OSW include, by way of example only, newspapers, glass and plastic bottles, metal cans, and tree/shrub slash. OSW shall also include waste from conditionally exempt small quantity generators. The establishment of programs pertaining to OSW shall require 2/3 approval of the entire voting membership of the Management Committee. Said 2/3 approval must include the member of the jurisdiction in which any OSW program is to be located.

D. INHERITED WASTE shall mean any hazardous substances which the parties may inherit by abandonment or in connection with their obligations to respond to "hazardous substance incidents" as set forth at Section 29-22-101, et seq., 12A C.R.S. (1986), as amended, and which are regulated as hazardous wastes pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901, et seq.

E. PARTICIPATING RESIDENTS are the residents of those cities and towns which have signed this Amended Agreement and the residents of unincorporated Jefferson County.

F. POLICE PROPERTY UNIT CHEMICALS are chemicals and other hazardous substances seized by law enforcement agencies which require a safe and secure storage area and

a chain-of-custody system to ensure that they can be used as evidence in a court of law. Typical examples are ether, isopropanol, chloroform, cyanide, bromide and sulfuric acid.

G. NONRESIDENT PARTICIPANTS are (1) individuals residing outside of the boundaries of all of the parties to this Amended Agreement who are allowed to drop off HHW or OSW at Authority Facilities, and (2) individuals or entities who provide HHW or OSW to the Contractor, who then use an Authority Facility as a transfer site.

II. PROGRAM DESCRIPTION

A. The parties enter into this Amended Agreement for the purposes set forth herein, including changing the name of the Authority to the Rooney Road Recycling Center Authority (hereinafter "Authority"). The Authority, in part, funds a permanent collection site on Rooney Road for HHW generated by participating residents and nonresident participants and for police property unit chemicals and inherited wastes (the "Facility"). The Facility is divided into two (2) sections, one for storage of HHW and the other for storage of police property unit chemicals and inherited wastes.

B. Upon 2/3 approval of the entire voting membership of the Management Committee, the Authority is also authorized to establish other facilities ("Additional Facilities") and adopt related funding, operation, and maintenance programs for any Additional Facility, to effect the purposes for which it was created. Said 2/3 approval must include the member of the jurisdiction in which any Additional Facility is to be located. The Facility and any Additional Facility shall be collectively referred to herein as an "Authority Facility" or "Authority Facilities."

C. HHW and OSW will be managed by one or more Contractor, who will receive, segregate, package, transport and arrange for proper offsite recycling or disposal of HHW and OSW collected and stored at the Facility. The parties will separately manage their own storage units for police property unit chemicals and inherited wastes and individually ensure proper segregation, storage, packaging and offsite disposal of wastes from their storage units. The Management Committee will oversee the management of the Facility and any Additional Facilities to ensure that it is in compliance with all applicable laws and regulations to the best of its ability. OSW may also be managed by the Authority.

D. The Facility is located in unincorporated Jefferson County at the Rooney Road Landfill located generally in the southwest portion of the intersection of U.S. 40 and Rooney Road, the address of which is 151 S. Rooney Road, Golden CO. Jefferson County will lease the property to the Authority at nominal lease rates. The Authority will indemnify Jefferson County and the City of Golden, Colorado, within the limits of applicable law for any contamination to the leased premises and to the City of Golden, Colorado, which is a result of the operation of the Facility and which contamination is in an amount above the base line contamination of the property at the time said lease is executed. The base line contamination was established by Jefferson County by a geo-technical sampling prior to construction of the Facility.

III. ROONEY ROAD RECYCLING CENTER AUTHORITY

Pursuant to Section 29-1-203, 12A C.R.S. (1986), the Authority has been created and is empowered to construct, operate and maintain a storage facility for the collection and temporary storage of household hazardous wastes generated by participating residents, certain nonresident participants and police property unit chemicals and inherited wastes. The Authority is also empowered to establish recycling programs for OSW so long as such programs do not adversely affect the participating residents' use of the Authority's programs or facilities or the Authority's operations of its Facilities or programs. The Authority shall possess the powers and shall operate any Authority Facility as set forth in this Amended Agreement. The parties hereby agree to change the name of the Authority to the Rooney Road Recycling Center Authority.

IV. MANAGEMENT COMMITTEE

A. A Management Committee of the Authority has been formed, and the membership of the Management Committee shall consist of one representative from each party. The representative shall be an employee of the party unless the party has no qualified employee who can be a member of the Management Committee. Members of the Management Committee may be appointed to serve consecutive terms on the Committee. The term of all members shall be four (4) years. Each party shall choose its own representative. Each party can replace its representative at its pleasure. A party may choose not to have a representative on the Management Committee. Parties which do not have a representative serving on the Management Committee may participate in an advisory capacity. A party may appoint alternate representatives to the Management Committee to attend Management Committee meetings in lieu of the party's permanent representative. The alternate representatives shall have all the authority and power of the permanent representative.

B. The Management Committee shall oversee all Authority programs and operations including, but not limited to, construction of any Additional Facilities, financial aspects such as cost allocation and budget development, monitoring and controlling costs, controlling hours of operation, selection of and contracting with a Contractor, and oversight of a Contractor's performance. Every Contractor shall be an independent contractor. The Authority's contract with a Contractor may also authorize other Contractor duties as the Authority deems appropriate. The HHW Contractor shall control and operate the HHW portion of the Facility, subject to its contract with the Authority.

C. The Management Committee shall appoint one member of the Committee to serve as a designated representative to receive all notices required by this Amended Agreement. The designated representative shall be responsible for promptly transmitting all notices received to other members of the Management Committee.

D. The Management Committee shall adopt rules and regulations for the operation of the Facility and any Additional Facilities, including the method by which citizens may participate in the HHW program and any other programs. These rules and regulations may be amended or modified as deemed necessary by the Management Committee.

E. In the event that any member is unable to serve out his/her term, the governing jurisdiction of the representative may appoint another representative to serve out the unexpired term.

F. The Management Committee and participating jurisdictions may facilitate the formation of a Citizen's Advisory Committee to communicate citizen concerns to the Management Committee. The Jefferson County Health Department and similar agencies may comprise a part of the Advisory Committee.

G. Each party shall provide worker's compensation insurance coverage for its representative on the Management Committee. This Amended Agreement shall not create an employment relationship between a member of the Management Committee and the Authority, nor shall it modify an existing employment relationship.

V. HHW/OSW CONTRACTOR(S)

A. A Contractor's specific responsibilities and performance requirements will be described by its contract ("Contract") with the Authority. Any conflict between the terms of the Contract and the terms of this Amended Agreement shall be controlled by the terms of this Amended Agreement. Any Additional Facilities may be operated by the Contractor or another contractor selected by the Authority.

B. At the beginning of each year, the HHW Contractor and, as applicable, any OSW Contractors, shall provide the Authority a proposed list of all HHW disposal sites, which the Authority shall approve or disapprove. If the Contractor desires to add additional disposal sites during the year, it shall first contact the Authority for approval. The Contractor shall provide the Authority with copies of all HHW manifests and certificates of disposal.

C. The parties understand and agree that the Management Committee will administer any Contractor Contract on behalf of all parties to this Amended Agreement. The HHW/OSW Contractor shall be responsible for all sampling, storage, packaging, transportation, and offsite disposal of all HHW/OSW, as applicable, that are collected. The HHW/OSW Contractor will use its own EPA ID Number to transport and dispose of all HHW collected and stored at the Facility. Notwithstanding anything to the contrary in this Amended Agreement regarding the Contractor's duties and obligations, the Authority may, in its discretion, provide for the recycling of HHW/OSW and/or provide for product reuse and exchange programs, commonly known as drop and swap programs.

D. Model for a provision to be a part of the Contract between the HHW Contractor and the Authority:

Contractor shall be responsible for, hold harmless and indemnify the parties, the Authority, the Management Committee, and their elected and appointed officials, employees, agents, and representatives for any and all damages, costs, fines, forfeitures, penalties, judgments and other losses, including attorneys' fees and technical consulting fees, which any of them may incur or pay out as a result of personal injury, property damage, contamination of

the environment or any violation or alleged violation of any laws, regulations or orders, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended, to the extent such liability is caused by or arises out of (1) any negligent, grossly negligent, or intentional act or omission of the Contractor or any of Contractor's employees, agents, vendors, or subcontractors; (2) Contractor's failure to perform the services required under the Contract; or (3) failure of the Contractor's warranties to be true, accurate or complete.

VI. FACILITY OPERATION

A. The parties understand and agree that each party shall have an assigned storage area to store police property unit chemicals and inherited wastes at the Facility. Said storage units shall be accessible to law enforcement personnel every day, 24 hours per day. The sampling, transportation, packaging and disposal costs associated with police property unit chemicals and inherited wastes shall be borne by the party in whose jurisdiction the waste was seized or abandoned. Any party who deposits police property unit chemicals or inherited waste at the Facility shall immediately notify the Facility manager of such deposit.

B. Each party shall be solely responsible for arranging for the transportation and offsite disposal of its police property unit chemicals and inherited wastes. Each party shall have its own EPA ID number. The parties may use either the HHW Contractor or their own contractors to transport and dispose of police property unit chemicals and inherited waste. Each party shall comply with applicable state and federal laws and regulations, including those governing quantities and time limits for storage.

C. Each party shall comply with the rules and regulations adopted by the Management Committee for the operation of an Authority Facility.

D. The Management Committee shall monitor the parties' compliance with the rules and regulations, and shall have authority to respond to any violation of the rules and regulations where necessary. Any party which violates the rules and regulations and causes the Management Committee to take action in accordance with this paragraph shall reimburse the Authority for all costs incurred in correcting the violation and shall pay any fines, costs or penalties incurred as a result of the violation. If the party which violates the rules and regulations does not reimburse the Authority, the Management Committee may terminate the participation of the party in the Authority and take whatever action is necessary to obtain reimbursement.

E. The parties will immediately notify the Management Committee's designated representative, by the most practicable means available, of any of the following events:

1. Any spill, discharge, dispersal, release or escape of police property unit chemicals or inherited wastes from a container while at an Authority Facility or during transportation to or from an Authority Facility by any party or its employees, subcontractors or agents; and

2. Any correspondence, notices, orders or other communications received by any party from any federal, state or local regulatory agency which relate to the party's storage unit or to any wastes stored at any Authority Facility by the party.

F. Each party is responsible for its police property unit chemicals and inherited wastes during transportation to or from the Facility and during storage at the Facility. In the event of any spill, discharge, dispersal, release or escape of police property unit chemicals or inherited wastes from a container while at the Facility, the party responsible for the waste will take immediate action to clean-up the spill, to minimize injury and damage to the environment and to protect the public health, welfare and environment. Said party shall be liable for any damages arising as a result of such spill, discharge, dispersal, release or escape. If the party responsible for the waste is not able to take immediate and appropriate action to respond to the spill, the Management Committee may take appropriate response action and the party responsible for the waste will reimburse the Management Committee for all costs so incurred.

G. The Management Committee may utilize properly qualified volunteers to participate in the operation of an Authority Facility.

H. Notwithstanding anything to the contrary in this Amended Agreement regarding the Contractor's or the Authority's duties and obligations pertaining to an Authority Facility, the Authority may hire a facility manager other than the Contractor for day-to-day management of an Authority Facility.

VII. COSTS

A. The annual operating costs will not include the storage, sampling, transportation and disposal costs associated with police property unit chemicals and inherited wastes, which will be separately funded by each of the parties. The annual operating costs will include the storage, sampling, transportation and disposal costs associated with HHW and OSW.

B. The Authority shall use its best efforts to ensure that any new program it develops shall be funded by fees assessed to users of Authority programs or by grants.

C. Each party will fund a pro-rated share of the Authority costs in a proportion equal to the percentage that the party's total resident population bears to the total resident population of all participating municipalities and the population of unincorporated Jefferson County, as indicated in the most recent federal census. Jefferson County shall pay a prorated share of the costs in a proportion equal to the percentage that the population of unincorporated Jefferson County bears to the total resident population of all participating municipalities and the population of unincorporated Jefferson County. Cost sharing pertaining to OSW and the use of Authority Facilities by nonresident participants shall be established by unanimous vote of the entire voting membership of the Management Committee.

D. Jefferson County agrees to bear more than its proportionate share, based upon the population of unincorporated Jefferson County, of the operating costs for the Facility pertaining to HHW to the extent that a revenue shortfall does not preclude it from doing so. However, Jefferson County has the option to cease contributing more than its pro rata share to the

Authority upon notification of no less than 30 days prior to the Authority's adoption of a new annual budget.

E. Each party pledges its best effort to appropriate funds as specified in this Section VII but no party shall be liable for any amounts unless and until the governing body of such party has appropriated funds pursuant to this Amended Agreement. The parties shall appropriate funds on a yearly basis. It is the intent of the parties to comply with the requirements of Article X, Section 20 (Tabor) of the Colorado Constitution. As this Amended Agreement may extend beyond the current fiscal year, the parties understand that the obligation of each to pay annual operating costs and expenses constitutes a current expense of the of the parties, dependent upon each party's legislative body's appropriation of funds for such and that nothing within this Amended Agreement shall in any way be deemed a general obligation indebtedness of any party within the meaning of Article X, Section 20 of the Colorado Constitution or any other constitutional or statutory indebtedness. Further, none of the parties has pledged its full faith and cred nor agreed to apply money from, or levy or pledge, any form of taxation to payment of any costs or expenses set forth in this Amended Agreement beyond the current fiscal year.

F. In the event that one or more parties to this Amended Agreement fails to contribute its share of costs, the party in default will refrain from further participation in the Program, and its rights pursuant to this Amended Agreement shall be suspended, but the terms and obligations of this Amended Agreement will continue as to the remaining parties. Failure of a party in default to timely remove police property unit chemicals and inherited waste from the Facility shall result in the Management Committee causing said items to be removed and the cost of removal and disposal being billed to the defaulting party.

G. In the event that one or more party defaults under the terms of this Amended Agreement, the remaining parties reserve the right, following suspension of the party or parties in default, to re-estimate the cost of its program(s) in consultation with the Contractor(s) and to adjust each party's funding allocation on a pro-rata basis to total one hundred percent (100%) of the revised cost.

H. Yearly operating costs of the Facility will be paid by the parties on a population basis of the entire City, not just a portion of the City located in Jefferson County. By May 1 of each year, the Management Committee shall circulate to the parties a proposed Authority budget for the next fiscal year.

I. The Management Committee will update census information that is used to assign costs to all parties based on the most recent national census. A participating fee shall be charged to any new party that wishes to participate in the program and the amount thereof, consisting of capital contribution, operating costs and new party assessment, shall be determined by the Management Committee. The Management Committee may assess dropoff fees to participating residents and nonresident participants, in an amount to be determined. At the end of each operating year, the Management Committee may contract with an outside environmental contractor for the purpose of conducting an on-site environmental audit/inspection, which will be part of the operating costs.

VIII. FUNDS MANAGEMENT

A. The parties agree that the various monies paid by the parties hereto, and any monies generated by the Management Committee itself, shall be placed into a designated fund and any expenses incurred by reason of operation of the Authority shall be paid from said funds.

B. All monies belonging to the Authority or designated for use by the Authority shall be deposited in the name and to the credit of the Authority with such depositories as the Management Committee shall from time to time designate.

C. Neither the Management Committee nor the Authority shall pay any claim for services or commodities until services or commodities to be provided have been fully rendered or delivered and the claim for payment has been reviewed and approved by the Management Committee. All payments by the Management Committee shall be made by check.

D. The Management committee shall not borrow money nor shall it approve any claims or incur any obligation for expenditures unless there is sufficient unencumbered cash in the appropriate fund, credited to the Authority, with which to pay the same.

E. In the event that the Management Committee determines that surplus funds of the parties have remained unencumbered at the close of the annual audit for each fiscal year, the Management Committee shall vote to either carry over the unencumbered funds in excess of 10% of that year's budget to the next fiscal year or return or credit to each of the parties in the same proportion that parties were required to contribute or did contribute for operation and maintenance. Such refund, if any, shall be remitted by the Management Committee to the parties within ninety (90) days of the close of the annual audit. Any non-party contributions to the capital or operating fund, including fees received by nonresident participants, shall reduce the obligations of, or be returned to, the parties proportionally.

F. If the Facility or any Additional Facility or program is ever discontinued, the balance in any account(s) shall be transferred to the parties to this Amended Agreement based upon the same formula utilized for the collection of the funds in said accounts. The Management Committee shall furnish to the parties hereto, within a reasonable time, such reports and accountings as the parties may request.

IX. TERMINATION

A. Any party may withdraw from this Amended Agreement, which withdrawal shall be effective thirty (30) days after the party mails by certified mail, return receipt requested, a written notice to the Management Committee of the party's intent to withdraw. The withdrawing party will be discharged from its obligations hereunder, except as provided in Section X B, provided that it has paid all outstanding financial contributions for which it is liable under this Amended Agreement. The withdrawing party waives all right to capital contribution refunds which may be generated upon dissolution of the Authority. The terms and obligations of this Amended Agreement shall continue as to the remaining parties.

B. In the event that any party withdraws from this Amended Agreement, such party may again become a party only with the majority consent of the Management Committee, after

satisfying all obligations for which it was liable upon date for withdrawal, and subject to such further conditions as may be required by the parties.

C. Upon termination by mutual agreement of a majority of the parties to this Amended Agreement, the powers granted to the Authority herein shall continue to the extent necessary to make an effective disposition of the property, equipment and monies by liquidation and dispersal on a pro rata basis to the parties.

X. INDEMNIFICATION

A. The parties agree to be responsible for their own or their employees, or agents' negligent, grossly negligent or intentional tortious actions or omissions in connection with an Authority Facility or program. Each party agrees to hold harmless and indemnify the other parties to this Amended Agreement, to the extent provided by law, for any and all damages, costs, fines, forfeitures, penalties, judgments and other losses, including attorneys, fees and technical consulting fees, which any of them may incur or pay out as a result of personal injury, property damage, contamination of the environment or violation or alleged violation of any laws, regulations or orders, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, or the Resource Conservation and Recovery Act of 1976, as amended, to the extent such liability is caused by or arises out of any negligent, grossly negligent, or intentional tortious act or omission of any party or its employees or agents. The right to indemnification provided herein shall include the right of the indemnitor to conduct the defense of the indemnitee. Nothing herein shall be construed as a waiver of the immunities, rights, protections, and limitations on liability granted by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S. , by Section 29-22-109, 12A C.R.S. (1986), or otherwise provided by law, by any party. Indemnification for any act of an agent shall not impede the parties' rights to seek restitution or contribution from such agent.

B. The obligations of the indemnification provision shall remain binding upon a party after default or termination for any reason from the Authority.

C. The Management Committee shall procure insurance in the amounts and types it deems appropriate, including, but not limited to, coverage for errors and omissions, pollution, property insurance, and equipment insurance. The Authority shall be the beneficiary of the insurance and the participating parties shall be additional named insureds.

D. The Authority shall reimburse the Golden Volunteer Fire Department for any costs expended by said Department as a result of its being called to the Facility by the Authority.

XI. MISCELLANEOUS PROVISIONS

A. It is the intent of the parties to comply with the provisions of Article X, Section 20 of the Constitution of the State of Colorado. Therefore, the parties agree that this Amended Agreement shall terminate at the end of each party's current fiscal year. The parties further agree, however, that they may renew this Amended Agreement for the following fiscal year upon the same terms and conditions as contained herein. Each such renewal shall occur automatically unless notice by a party stating otherwise is provided to the Management Committee on or before November 1 of each year. If such notice is not given, it is deemed that

the party intends to make such renewal and that funds have been appropriated by the governing body to enable the party to perform its obligations during such renewal period.

B. This Amended Agreement shall be effective as to each party upon signature by that party.

C. The waiver by any party of any breach of any term, covenant or condition of this Amended Agreement by another party shall not be deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or of any other term, covenant, or condition herein.

D. Any party hereto shall have the right to enjoin any substantial breach of this Amended Agreement by any other party, and shall have the right to specific performance of this Amended Agreement.

E. This Amended Agreement is solely for the benefit of the parties hereto and no third party shall be entitled to claim or enforce any rights hereunder except as specifically provided herein.

F. If any provision of this Amended Agreement or application thereof to any party or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect the other provisions herein which can be given effect without the invalid proviso or application, and to this end the provisions herein are declared to be severable.

G. This Amended Agreement contains the entire agreement between the parties, and shall not be amended or modified in any manner without such amendment or modification being agreed to and executed in writing by the necessary parties. This Amended Agreement may be amended by the vote of two-thirds of the governing boards of all the parties to this Amended Agreement.

H. This Amended Agreement and any amendments thereto may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Intergovernmental Agreement as of the date first written above.

ATTEST:

CITY OF LAKEWOOD

By: _____
Margy Greer
City Clerk

By: _____
Michael J. Rock
City Manager

APPROVED AS TO CONTENT:

By: _____
Richard J. Plastino
Director of Public Works

By: _____
Brian C. Nielson
Environmental Services Manager

APPROVED:

By: _____
Jacque Wedding-Scott
Finance Director

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** was acknowledged before me this ____ day of _____, 2002, by Michael J. Rock as City Manager of the City of Lakewood.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

CITY OF ARVADA

By _____

Name: _____

Title: _____

Attest:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**
was acknowledged before me this ____ day of _____, 2002, by
_____, as _____ of the City of Arvada.

WITNESS my hand and official seal.
My Commission expires: _____

Notary Public

CITY OF GOLDEN

By _____

Name: _____

Title: _____

Attest:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**
was acknowledged before me this ____ day of _____, 2002, by
_____, as _____ of the City of Golden.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

CITY OF WHEAT RIDGE

By _____

Name: _____

Title: _____

Attest:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**
was acknowledged before me this ____ day of _____, 2002, by
_____, as _____ of the City of Wheat Ridge.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

CITY OF LAKESIDE

By _____

Name: _____

Title: _____

Attest:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**
was acknowledged before me this ____ day of _____, 2002, by
_____, as _____ of the City of Lakeside.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

TOWN OF MORRISON

By _____

Attest:

Name: _____

Town Clerk

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**
was acknowledged before me this ____ day of _____, 2002, by
_____, as _____ of the Town of Morrison.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

TOWN OF MOUNTAIN VIEW

By _____

Attest:

Name: _____

Town Clerk

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** was acknowledged before me this _____ day of _____, 2002, by _____, as _____ of the Town of Mountain View.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

ATTEST:

COUNTY OF JEFFERSON
STATE OF COLORADO

Deputy Clerk

By _____
Michelle Lawrence, Chairman
Board of County Commissioners

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing **AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT** was acknowledged before me this _____ day of _____, 2002 by Michelle Lawrence, Chairman for the Board of County Commissioners for the County of Jefferson.

WITNESS my hand and official seal.

My Commission expires: _____

Notary Public

APPROVED AS TO FORM:

Steven L. Snyder
Assistant County Attorney