

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ARVADA,
JEFFERSON COUNTY SCHOOL DISTRICT R-1, AND THE ARVADA FIRE
PROTECTION DISTRICT FOR THE USE OF ARVADA’S FIBER OPTIC NETWORK
FOR CURRENT AND FUTURE BROADBAND COMMUNICATIONS
FOR PUBLIC ENTITY OPERATIONS**

The parties to this Intergovernmental Agreement (“Agreement”) are the City of Arvada, 8101 Ralston Road, Arvada, Colorado 80001 (“Arvada”), Jefferson County School District R-1, 1829 Denver West Drive, Bldg. 27, Golden, Colorado 80401 (JCSD), and the Arvada Fire Protection District, 7903 Allison Way, Arvada, CO 80005 (AFPD), referred to individually as a “Party” and collectively referred to as “Parties.” The Parties agree as follows.

1. BACKGROUND

- 1.1. Arvada is a Colorado home rule municipal corporation. JCSD is a K-12 Jefferson County School District. AFPD is a political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S.
- 1.2. Article XIV, Section 18(2) of the Constitution of the State of Colorado encourages and authorizes intergovernmental agreements.
- 1.3. C.R.S. §29-1-203 permits local governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other local governments in order to provide any lawfully authorized function, service, or facility.
- 1.4. The Parties have a common and compelling interest for current and future public safety including, but not limited to, real-time video, real-time traffic management, and future smart technology opportunities.
- 1.5. Arvada is implementing its Fiber Master Plan, also called Arvada Fiber Optic Network (AFON), which was presented to Arvada City Council on April 10, 2017.
- 1.6. Arvada is building AFON as part of the Arvada City Council strategic goal to improve broadband for city operations. This high-speed data network is intended to connect various city facilities (building, traffic signals, utilities, radios, and many other devices) in an effort to improve communication, information sharing, and operations of the city.
- 1.7. Arvada is willing to provide access to AFON for the Parties and Participating Entities (defined below) as more fully described in this Agreement.
- 1.8. JCSD wishes to obtain an Indefeasible Right of Use (IRU) from Arvada to use AFON to improve and enhance digital education, bandwidth requirements, operations of school buildings, video conferencing, administrative operations, ubiquitous learning, connected initiatives, and overall safety through collaboration in using AFON.
- 1.9. AFPD wishes to obtain an IRU from Arvada to use AFON to improve and enhance response times, teleconferencing, traffic management, station networking, coordination with other first responders, and overall safety through collaboration in using AFON.

- 1.10. Arvada is committed to building and maintaining AFON through various means of collaboration with JCSD and AFD, including the granting of IRUs to JCSD and AFD.
- 1.11. The Parties agree that a coordinated AFON will promote health, welfare, and safety of the citizens and constituents of Arvada and Jefferson County.
- 1.12. The Parties agree that it is in the best interests of the Parties to join in, promote and collaborate in building, using, and maintaining AFON.
- 1.13. The general purposes of this Agreement are to provide the means whereby Arvada, AFD, and JCSD will benefit from the provisions of services described herein through the granting of IRUs for the use of AFON to interconnect the Parties and potentially future Participating Entities, and to ensure compliance with the terms and conditions of the Contract Documents.

2. DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following terms shall have the following meanings:

- 2.1. **Arvada Fiber Optic Network (AFON)** means all fiber Arvada owns as documented in Arvada's GIS asset management system.
- 2.2. **Arvada POP** means Arvada's point of presence at which Arvada will provide interconnectivity to Arvada's network equipment.
- 2.3. **Backbone** means the conduit and fiber of AFON used to interconnect different locations at demarcation points and Arvada POPs.
- 2.4. **Chief Executive** means, for each Party, the individual named in Section 6 to whom the governing body of each Party has delegated the authority to enter into Collaborative Addenda.
- 2.5. **Collaborative Addenda** mean the sub-agreements added to and incorporated into this Agreement that the Parties will execute from time to time that describe specific projects, use arrangements, maintenance obligations, processes and procedures, and other operational and project-driven matters to implement the purposes of the Agreement.
- 2.6. **Collocation** means to locate or be located jointly or together to share the same place or space. This includes shared space for Participating Entities to locate their computing equipment necessary for use of AFON.
- 2.7. **Conduit** means a rigid or flexible metal or nonmetallic raceway through which fiber cables are pulled.
- 2.8. **Contract Documents** mean this Agreement, all Collaborative Addenda and exhibits necessary for the performance of this Agreement.
- 2.9. **Costs** mean any applicable charges Parties and Participating Entities incur in the use of AFON, including, for example only, costs of installation, maintenance, repair, and expansion. These costs may include but are not limited to splicing, boring, permitting

- and engineering fees, building access or license fees, special construction charges, materials, equipment costs, and locates.
- 2.10. **Demarcation Point** means the point(s) at which AFON ends and connects with a Party or Participating Entity's fiber.
 - 2.11. **Dark Fiber** means unused optical fiber strands that are available for use in AFON.
 - 2.12. **District Fiscal Year** means the twelve (12) month period that starts on July 1 of each calendar year and ends on June 30 of the following calendar year.
 - 2.13. **Fiber Master Plan** means the plan presented to Arvada City Council on April 10, 2017 as an update to the Council Strategic goal of "By 2015, complete a Comprehensive City Conduit Map identifying key conduit pathways and by 2019, 80% of the pathways have conduit." The Master Plan is updated and documented in Arvada's GIS asset management system.
 - 2.14. **Fiber Optic Cable (Fiber)** means the fiber optic cable that is installed in conduit.
 - 2.15. **Indefeasible Right of Use (IRU)** means a long-term lease, not to exceed the term of this Agreement, of a portion of AFON fibers. IRU allows for quiet enjoyment of allocated strands; however, it forbids the sale, transfer, conveyance, mortgaging, encumbering, or assigning use of any portion of AFON.
 - 2.16. **Lateral** means a discrete fiber optic communication system segment or spur that terminates at a Demarcation Point.
 - 2.17. **Locations** mean the real property owned by any of the Parties.
 - 2.18. **Municipal Fiscal Year** means each calendar year for Arvada and AFPD.
 - 2.19. **Participating Entity** means any public or private entity who has been approved by Arvada to participate in AFON and who has agreed to the terms of and executed a Participating Entity Agreement.
 - 2.20. **Participating Entity Agreement** means the agreement signed by a Participating Entity who has been approved by Arvada to participate in AFON.
 - 2.21. **Parties** mean collectively Arvada, JCSD, and AFPD.
 - 2.22. **Premises** means the conduit and network fiber system owned by the Participating Entity or Party.
 - 2.23. **Proportionate Share** refers to each of the Parties' shared Costs or reimbursements. In-kind services are allowed and will be considered in determining a Party's Proportionate Share. The Proportionate Share for the installation of Fiber Optic Cable and maintenance will be calculated according to the formula identified in Exhibit 1.
 - 2.24. **Segment** means a span of Dark Fiber between Locations.
 - 2.25. **Vault** means an underground structure used in pulling or splicing fiber from conduits coming from different directions to provide access to the fiber system for maintenance.

3. TERM AND TERMINATION

- 3.1. **Agreement Term.** The initial term of this Agreement shall be for 20 years ("Initial

- Term”). This Agreement may be renewed by the Parties for two consecutive five-year terms (each being a “Renewal Term”), and the renewals shall be automatic, unless any Party gives the other Parties one-year prior written notice of non-renewal, all subject to the terms of each individual Collaborative Addenda between the Parties.
- 3.2. **Default.** A Party is in default when that Party takes a prohibited action or omits a required action, or otherwise fails to meet its obligations, under the Contract Documents.
- 3.3. **Cure and Remedies.** If the termination event is a default, the non-defaulting Party(ies) shall give written notice of such occurrence to the defaulting Party. The defaulting Party may cure a default as follows:
- 3.3.1. **In the case of a monetary default.** The defaulting Party shall have thirty (30) days after receipt of the written notice in which to make payment of all past due amounts.
- 3.3.2. **In the case of a non-monetary default.** The defaulting Party shall have sixty (60) days after receipt of the written notice in which to effect a cure. If the non-monetary default cannot be corrected within such sixty (60) day period, the defaulting Party shall have an additional reasonable time in which to effect a cure, provided the defaulting Party commences corrective action within the original sixty (60) day period and thereafter diligently prosecutes the corrective action to completion. If the defaulting Party does not timely cure the default within the time periods specified herein, the non-defaulting Party may elect to terminate this Agreement by providing written notice of such election to the defaulting Party.
- 3.4. **Termination for Reasons other than Default.** The Parties may terminate this Agreement collectively, or any one Party may cease to be a Party to the Agreement, if any one of the following occurs:
- 3.4.1. **Change in Law.** A Party(ies) may terminate their participation in this Agreement due to a change in any law, regulation or rule, or the issuance of an order by the Federal Communication Commission or the Colorado Public Utilities Commission that renders a material provision of this Agreement void or unable to be implemented to achieve its intended purpose and, despite their good faith best efforts, the Parties are unable to amend the affected provision, or add new provisions, to accomplish its intended purpose of the affected provision. To terminate for this reason, the Party(ies) wishing to terminate shall provide to the other Party(ies) written notice of their intent to terminate the Agreement or their participation in the Agreement and the change in law causing their intent to terminate. Such notice shall be provided no less than 12 months before the date the terminating Party(ies) states in the notice to be the date on which their participation in the Agreement ends. The Parties may agree on a shorter notice period.
- 3.4.2. **Convenience.** A Party(ies) may terminate their participation in this Agreement for convenience. In the event a Party wishes to terminate their participation in the Agreement for convenience, the terminating Party will

provide the other Parties a written notice of their intent to terminate. Such notice shall be provided no less than 12 months before the date the terminating Party states in the notice to be the date on which their participation in the Agreement ends.

- 3.5. **Continuation of Agreement.** The Agreement continues in effect as to the remaining Parties if any Party ceases to be a party to the Agreement.

4. PROJECT-RELATED RESPONSIBILITIES

- 4.1. **Responsibilities of Arvada.** Arvada will have these general responsibilities:

- 4.1.1. **Asset Management Mapping.** As part of the design, installation, and maintenance process for AFON, Arvada will be responsible for documentation of AFON, which includes: (i) documenting the location of AFON conduit and the details of the fiber up to the demarcation point; and (ii) maintaining records within Arvada's comprehensive asset management system. It is expected that documenting AFON will facilitate installation, allow for better planning for upgrading, and simplify testing and future moves, adds, and changes.
- 4.1.2. **Locates.** Arvada will be responsible for locating the conduit and fiber in AFON. Arvada may perform this task in-house or outsource it.
- 4.1.3. **Allocation.** Arvada will be responsible for the allocation of fiber strands in AFON that will be connected at the Demarcation Points of the other Parties or Participating Entities. Arvada will collaborate with the other Parties to determine efficient and appropriate fiber allocation. JCSD and AFD will submit to Arvada a fiber plan to demonstrate needed allocation, which will become a part of the IRU specified in the respective Party's Collaborative Addendum.
- 4.1.4. **Securing Demarcation Points and Vaults.** Arvada will be responsible for securing Demarcation Points and Vaults on AFON.
- 4.1.5. **Maintenance of AFON.** Arvada will be responsible for maintenance of AFON as defined in Section 5 of this Agreement.
- 4.1.6. **Additional Obligations.** Arvada will perform any additional obligations allocated to Arvada in Collaborative Addenda.

- 4.2. **Responsibilities of JCSD.** JCSD will have these general responsibilities:

- 4.2.1. **On Premises Demarcation Points and Vaults.** JCSD will secure Demarcation Points and Vaults that are on its premises and that have connections to AFON.
- 4.2.2. **On Premises Maintenance of Laterals and Vaults.** JCSD will be responsible for maintenance of its own Laterals and Vaults.
- 4.2.3. **Arvada Approval Required.** JCSD will obtain prior written approval from Arvada before connecting to AFON at Demarcation Points. JCSD will follow the process set forth in Collaborative Addenda the Parties will enter into for that purpose.

- 4.2.4. **Locates.** JCSD will be responsible for locating the conduit and fiber on their premises. JCSD may perform this task in-house or outsource it.
- 4.2.5. **Additional Obligations.** JCSD will perform any additional obligations allocated to JCSD in Collaborative Addenda.
- 4.3. **Responsibilities of AFPD.** AFPD will have these general responsibilities
 - 4.3.1. **On Premises Demarcation Points and Vaults.** AFPD will secure Demarcation Points and Vaults that are on its premises and that have connections to AFON.
 - 4.3.2. **On Premises Maintenance of Laterals and Vaults.** AFPD will be responsible for maintenance of its own Laterals and Vaults.
 - 4.3.3. **Arvada Approval Required.** AFPD will obtain prior written approval from Arvada before connecting to AFON at Demarcation Points. AFPD will follow the process set forth in Collaborative Addenda the Parties will enter into for that purpose.
 - 4.3.4. **Locates.** AFPD will be responsible for locating the conduit and fiber on their premises. AFPD may perform this task in-house or outsource it.
 - 4.3.5. **Additional Obligations.** AFPD will perform any additional obligations allocated to AFPD in Collaborative Addenda.
- 4.4. **Collaborative Responsibilities of the Parties.** The Parties agree to collaborate on the following responsibilities.
 - 4.4.1. **Assistance in Design and Installation.** The Parties agree to provide assistance for the design and installation of conduit and fiber used to connect Parties to AFON.
 - 4.4.2. **Work in Rights-of-Way.** The Parties agree to require that contractors excavating or otherwise working in Arvada Rights-of-Way pursuant to lawfully issued permits perform construction or maintenance operations within the parameters of Article V, Chapter 78 of the Arvada City Code and applicable Administrative Rules.
 - 4.4.3. **Additional Obligations.** The Parties agree to perform any additional collaborative obligations allocated to the Parties in Collaborative Addenda.

5. OWNERSHIP, GRANTING OF IRUS, AND MAINTENANCE

- 5.1. **Ownership of AFON.**
 - 5.1.1. **Sole Ownership.** The Parties agree that Arvada has sole ownership of AFON, and Arvada will retain all rights, title, and ownership interest in AFON notwithstanding anything to the contrary in the Agreement or any Collaborative Addenda.
- 5.2. **IRUs and Collaborative Addenda for Development and Construction of AFON.**
 - 5.2.1. **Arvada Granting of IRUs.** Pursuant to the terms of this Agreement, Arvada agrees to grant IRUs to JCSD and AFPD to use AFON under the terms described in the Contract Documents.

- 5.2.2. **Prohibition Against Encumbrances.** JCSD and AFPD understand and agree that neither one of them may sell, transfer, convey, mortgage, encumber, or assign use to any portion of AFON.
- 5.2.3. **Sub-Licensing to Third Parties.** JCSD and AFPD may not sub-license, exchange, assign, or permit a third party to use AFON without Arvada's prior written consent, which consent shall be in Arvada's sole discretion.
- 5.2.4. **Collaborative Build.** Arvada and AFPD and Arvada and JCSD have entered into Memorandums of Understanding (MOUs) relating to the advancement of money as contribution for the collaborative build of AFON (JCSD on November 9, 2017 and AFPD on December 20, 2017 and December 12, 2018). These MOUs were specifically for the conduit built from 64th and Indiana to City Hall, as well as for the use of existing Arvada fiber along 64th Ave. from Hwy 93 to Indiana. As AFON continues to be built it is anticipated that the Parties will enter into Collaborative Addenda, each of which will address one or more specific location(s) for development and construction, and contribution of money or in-kind services (e.g., internet service) for those future build-outs. The terms of these MOUs state that they expire when this Agreement becomes effective. The terms of the MOUs are hereby merged into this Agreement. To the extent there is a conflict or inconsistency between the terms of the MOUs and this Agreement or any Contract Document or Collaborative Addenda, the terms of the Agreement or any Contract Document or Collaborative Addenda shall control.

5.3. **Maintenance.**

- 5.3.1. **Routine Maintenance.** Arvada shall provide routine maintenance of AFON. Routine maintenance means maintenance and repairs that Arvada deems necessary to ensure proper functioning of AFON. This includes routine and preventative maintenance such as locate activities as a part of the local "Call Before You Dig" program.
- 5.3.2. **Non-Routine Maintenance.** Arvada shall provide non-routine maintenance of AFON. Non-routine maintenance means maintenance that is needed to restore the functionality of AFON due to modification of AFON. This includes construction and expansion activities.
- 5.3.3. **Troubleshooting.** The Parties agree to first use reasonable efforts to determine whether any disruption in the functionality of AFON is on the AFON or non-AFON side of the Demarcation Point.
- 5.3.4. **Emergency AFON Repair and Restoration.** In the event of a cable failure, Arvada shall use its best efforts to begin service restoration. During an outage Arvada shall communicate with the Parties on a regular basis to update on the status of restoration.
- 5.3.5. **Reasonable Access.** The Parties shall provide for reasonable 24x7x365 access to Demarcation Points for purposes of maintenance, repairs, and restoration.
- 5.3.6. **Third Party Services.** Arvada may engage the services of third parties to fulfill its obligations under this Section. Arvada shall document such service

relationships on written contracts, the terms of which shall not conflict with the terms of this Agreement, any Contract Document, or any Collaborative Addenda. The written contracts shall comply with the legal requirements applicable to such contracts.

- 5.3.7. **Additional Maintenance.** The Parties may, from time to time, enter into Collaborative Addenda regarding specificity and project details.

6. COLLABORATIVE ADDENDA AND DELEGATION OF AUTHORITY

- 6.1. The Parties agree that they may enter into Collaborative Addenda as may be made or amended from time to time by the Parties without the need for further approval by the governing bodies of the Parties, upon written approval (through the signature on the Collaborative Addenda) by the Chief Executive of each Party. The Chief Executive for each Party shall execute each Addendum in accordance with the delegation of authority set forth below. Collaborative Addenda will be labeled in chronological order Collaborative Addendum 1, Collaborative Addendum 2, and so on. Each Collaborative Addendum, when executed, becomes a part of and is incorporated into this Agreement.
- 6.2. The Parties will enter into Collaborative Addenda under the following delegation of authority:
- 6.2.1. **For Arvada:** The City Council of Arvada, acting through the Mayor of Arvada, by signing this Agreement, designates the City Manager as Chief Executive for Arvada for purposes of this Agreement and delegates to the City Manager the authority to execute Collaborative Addenda in accordance with the terms of this Agreement. Any such Collaborative Addenda involving the allocation or expenditure of funds shall be governed by the Arvada Purchasing Ordinance.
- 6.2.2. **For JCSD:** The Jefferson County Board of Education, by authorizing the execution of this Agreement, designates JCSD's Chief Information Officer (CIO) as Chief Executive for JCSD for purposes of this Agreement and delegates the authority to execute Collaborative Addenda in accordance with the terms of this Agreement, JCSD policy, and purchasing limits and authority applicable to the expenditure amount of each Collaborative Addendum. Any purchase, capital construction, and expenditure resulting from any one Collaborative Addendum shall also be approved in writing by such officer or person required to approve the respective purchase, capital construction, and expenditure under applicably JCSD policy and procedures.
- 6.2.3. **For AFPD:** The Board of Directors of AFPD, by signing this Agreement, designates the Fire Chief as Chief Executive for AFPD and delegates the authority to execute Collaborative Addenda in accordance with the terms of this Agreement and provided that the Fire Chief shall have no authority to reduce or interfere with the IRUs granted AFPD under this Agreement.

7. PARTICIPATING ENTITIES

- 7.1. **Future Participation.** The Parties anticipate future participation in use of the AFON by other political subdivisions of the State of Colorado, and potentially private

entities.

7.2. **Eligibility.** Arvada may in its discretion, determine which other entities may request participation in AFON.

7.3. **Participating Entity Agreement.** Any Participating Entity shall agree to the terms of and execute a Participating Entity Agreement with Arvada.

8. DISCLAIMERS OF WARRANTY; LIMITATION OF LIABILITY

8.1. **No Warranties.** NO WARRANTY IS MADE WITH RESPECT TO AFON, INCLUDING ITS USE BY THE PARTIES AND PARTICIPATING ENTITIES. ARVADA DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8.2. **Limitation of Liability.** EXCEPT FOR DAMAGES ARISING FROM A PARTY'S MATERIAL BREACH UNDER SECTION 5, OWNERSHIP, GRANTING OF IRUS, AND MAINTENANCE, NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO ANOTHER PARTY TO THIS AGREEMENT FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, IRRESPECTIVE OF THE CAUSE OR CAUSES, INCLUDING STRICT LIABILITY, BREACH OF WARRANTY, OR NEGLIGENCE OF ANY PARTY TO THIS AGREEMENT.

9. MISCELLANEOUS

9.1. **Notices.** All notices required or permitted hereunder shall be in writing and shall be given by certified or registered U.S. Mail, postage prepaid, and addressed to the intended recipient identified below, or by personal delivery to the Party at the address identified below. Notice provided by certified or registered mail shall be deemed given three (3) business days after deposit in the mail. Any Party may change its address by written notice to the other Parties in accordance with this Section.

Arvada:

City Manager
City of Arvada
8101 Ralston Road
Arvada, CO, 80002

With a copy to:

City Attorney
City of Arvada
8101 Ralston Road
Arvada, CO, 80002

JCSD:

Jefferson County School District, R-1
1829 West Drive, Bldg. 27
Golden, CO 80401
ATTN: CIO and Purchasing

AFPD:

Arvada Fire Protection District
7903 Allison Way
Arvada, CO 80005
ATTN: Fire Chief

- 9.2. **Relationship of Parties.** This Agreement does not create a partnership, joint venture or agency relationship between the Parties. None of the Parties shall have any authority to bind any other Party to any agreement, understanding or other instrument, in any manner whatsoever.
- 9.3. **Insurance.** Each Party to this Agreement will be required to, at its own expense, keep in full force and effect during the term of this Agreement, any Collaborative Addenda or other Contract Documents, and during the term of any extension or amendment of the same, insurance reasonably sufficient to insure against the liability assumed by that Party pursuant to the provisions of this Agreement, any Collaborative Addenda or other Contract Documents.
- 9.4. **No Third Party Beneficiaries.** Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.
- 9.5. **Amendments.** Unless otherwise provided for herein, this Agreement may be amended only by a written document approved by formal authority of the governing bodies of all of the Parties. Consistent with Section 6 above, Parties may enter into Collaborative Addenda as may be made or amended from time to time by the Parties without the need for further approval by the governing bodies of the Parties. Course of conduct, not matter how long, shall not constitute an amendment to this Agreement.
- 9.6. **No Assignment.** This Agreement may not be assigned by any Party.
- 9.7. **Severability.** In the event that any of the terms, covenants or conditions of this Agreement, or their application, shall be held invalid as to any person, entity or circumstances by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be affected thereby.
- 9.8. **Governmental Immunity.** This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, and their past and present directors, officers, employees and volunteers, under federal or state

constitutional, statutory or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., *et seq.*, as may be amended.

- 9.9. **Governing Law, Jurisdiction and Venue.** Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Jefferson County.
- 9.10. **Waiver of Breach or Default.** A Party's waiver of another Party's breach or default of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach or default by any Party.
- 9.11. **Execution.** This Agreement may be executed in several counterparts, and by facsimile or electronic PDF, each of which will be an original, and all of which together will constitute one and the same instrument.
- 9.12. **Binding Effect.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein. The undersigned to this Agreement warrant that each has the authority to execute and enter into this Agreement, that their signatures are authorized and binding, and that all actions and approvals necessary for the execution and delivery of the Agreement have been properly taken by their respective governing boards.
- 9.13. **Availability of Funds and Constitutional Limitations on Debt.** Financial obligations of any one Party that is a Colorado governmental entity or governmental subdivision (Governmental Party) payable after the current Municipal Fiscal Year or District Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available. A Governmental Party may also be relying on state or federal funding to satisfy its payment obligations under the Agreement. The Governmental Parties' payment obligations under the Agreement are subject to and conditioned upon the continuing availability of all funding for the purposes set forth in the Agreement. In the event funds are not appropriated, budgeted or otherwise made available, a Governmental Party may terminate the Agreement as of the last day of the period for which funds were appropriated or monies made available for such purposes. All payments of the Governmental Parties under this Agreement constitute currently budgeted expenditures and do not constitute or give rise to a general obligation, indebtedness, or multiple-fiscal year direct or indirect debt or other financial obligation within the meaning of any constitutional or statutory provision or limitation. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of the Governmental Parties' monies. No provision of this Agreement shall be construed to restrict the future issuance of any bonds or obligations of JCSDD payable from any class or source of the Governmental Parties' moneys.
- 9.14. **Compliance with Laws.** The Parties shall comply with all laws that apply to performance under the Agreement.
- 9.15. **Criminal Record Certification.** Where required by law, Arvada and AFPD, and their respective subcontractors, agents, and employees, shall complete criminal records checks. No individual who has been convicted of, pled nolo contendere to, or

received a deferred sentence or deferred prosecution for a felony, or a misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children shall be allowed to work on JCSD property.

- 9.16. **Five Year Review.** Every five years following the Effective Date, the Parties will evaluate whether the purpose, functions and services stated in this Agreement are being met or provided, and whether any provision(s) of this Agreement should be modified to better meet or provide such purpose, functions, and services.

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CITY OF ARVADA

Marc Williams, Mayor
8101 Ralston Road, P.O. Box 8101
Arvada, CO 80001

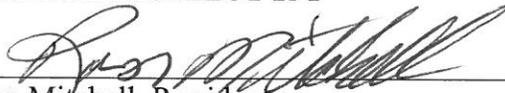
ATTEST:

Kristen R. Rush, City Clerk

APPROVED AS TO FORM:

Christopher K. Daly, City Attorney

**JEFFERSON COUNTY
SCHOOL DISTRICT R-1**



Ron Mitchell, President,
Board of Education
1829 Denver West Drive, Bldg. 27
Golden CO 80401

ATTEST:



Amanda Stevens
Secretary, Board of Education

APPROVED AS TO FORM:



R. Craig Hess, General Counsel

**ARVADA FIRE
PROTECTION DISTRICT**

Bob Loveridge, Board President
7903 Allison Way
Arvada, CO 80005

ATTEST:

Timothy D. Allport, District Board Secretary

APPROVED AS TO FORM:

Dino Ross, Ireland Stapleton Pryor &
Pascoe PC, Attorney for the Arvada Fire
Protection District