

AGREEMENT FOR SERVICES – Treasurer - Fee collections (current year)

This INTERGOVERNMENTAL AGREEMENT is entered into this ____ day of ~~December~~, 2006, by and among the Southeast Metro Stormwater Authority (“SEMSWA”), a political subdivision of the State of Colorado; the Board of County Commissioners of Arapahoe County, Colorado (the “BOARD”) a body corporate and politic of the State of Colorado; and Adrian B. “Bernie” Ciazza, Treasurer of Arapahoe County, Colorado (the “Treasurer”).

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WHEREAS, SEMSWA is a political subdivision of the State of Colorado, formed pursuant to the provisions of C.R.S. § 29-1-204.2 for the purpose of providing stormwater management services within the City of Centennial and portions of unincorporated Arapahoe County; and

WHEREAS, SEMSWA is authorized to fix, maintain and revise fees, rates and charges for the functions, services and/or facilities it provides; and

WHEREAS, the BOARD is the general governing body for Arapahoe County government and is authorized to expend moneys or make assessments with regard to stormwater drainage facilities; and

WHEREAS, the TREASURER is a constitutional and statutory County elected official and is responsible for the issuance of tax statements and the collection of taxes throughout the County; and

WHEREAS, SEMSWA desires to utilize the services of the TREASURER in relation to the collection of the fees, rates and charges associated with the stormwater management services which are assessed against the properties in Arapahoe County that are benefited by said services and SEMSWA will provide payment to the TREASURER for costs and expenses associated with the collection of said fees; and

WHEREAS, the TREASURER is willing to provide the various services for the collection of the fees assessed by, and for the benefit of, SEMSWA.

NOW, THEREFORE, IT IS AGREED by SEMSWA, the BOARD and the TREASURER as follows:

1. SEMSWA shall provide the TREASURER with a list, by the assigned tax schedule number, of the properties in Arapahoe County against which assessments have been made and the fee assessed against each of said properties by SEMSWA. This list shall be provided in a digital format that is compatible with the TREASURER'S computer systems.

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2. The TREASURER shall include the fee assessed by SEMSWA on the real property tax statements that are mailed to the County taxpayers, for those tax statements within the boundaries of SEMSWA. Although these fees will be on the Arapahoe County tax statements, these fees are NOT taxes.

3. The fees assessed by SEMSWA and collected by TREASURER shall be distributed monthly to SEMSWA, pursuant to C.R.S. § 39-10-108 in the same manner that taxes are distributed. The TREASURER shall receive/retain a statutory fee of 1½ % for all moneys received from taxpayers for the SEMSWA fees.

4. The BOARD shall reimburse the TREASURER for the services provided by the TREASURER as noted herein and for the additional services provided by the customer service staff of the TREASURER'S Office in connection with the SEMSWA fees. The payment from the BOARD shall be for all of the reasonable costs for personnel services, including all benefits, and for related office equipment for the additional employee(s) hired to provide these additional services on behalf of SEMSWA taking into consideration the commitment of SEMSWA as set forth in Paragraph 5 below.

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5. Prior to the tax statements being mailed by the TREASURER, SEMSWA will have in place a telephone number and two trained customer service representatives and a supervisor capable of answering and resolving questions that the public has in regard to the SEMSWA fee on the tax statement.

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6. The BOARD and the TREASURER agree that, due to the additional services to be provided by the TREASURER'S Office in relation to this agreement, additional staff and equipment are needed for the TREASURER'S Office. Funding for the additional staff in the TREASURER'S Office, including the associated office furniture and equipment, shall be from the General Fund of Arapahoe County.

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7. The TREASURER and the BOARD acknowledge that the additional personnel provision of this agreement is contingent upon the continued funding by SEMSWA and if SEMSWA terminates this Agreement, the position allocation(s) of any personnel hired by the TREASURER pursuant to this agreement may be terminated.

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8. This agreement is subject to annual renewal by all of the parties. Any changes to this or any renewal agreement, including any increase in expenses, will be negotiated in good faith.

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9. If the TREASURER determines not to renew this agreement, notice shall be given to the other parties no later than September 30 for the subsequent calendar year. Similarly, if the BOARD or SEMSWA determine not to renew this agreement, notice shall be given to the other parties no later than October 31 for the subsequent calendar year.

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10. This agreement shall be interpreted in accordance with the laws of Colorado. Venue for any action shall be the District Court for Arapahoe County.

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11. To the extent authorized by law, SEMSWA, the BOARD and the Treasurer shall each indemnify and hold the other party or parties harmless from and against any and all losses,

damages, liabilities, claims, suits or actions made or asserted for any damage to person or property occasioned by the acts of the officers, employees, agents or contractors of the entity responsible for the liability arising out of or in any way connected with the performance of services under this Agreement. Specifically, SEMSWA shall, to the extent permitted by law, indemnify and hold harmless the Treasurer and the BOARD, and its officers and employees, with regard to the imposition of fees, rates and charges by SEMSWA and with regard to providing storm water management services within the City of Centennial and in unincorporated Arapahoe County.

12. SEMSWA shall coordinate with the TREASURER to address any issues associated with responses to citizen inquiries and to provide the TREASURER with a name and telephone number of an employee (or employees) to whom such matters may be referred.

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13. Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United State mail with sufficient postage to the following addresses:

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To SEMSWA: Executive Director
SEMSWA
10730 E. Briarwood Ave., Suite 100,
Centennial, Colorado 80112

To Treasurer: Arapahoe County Treasurer
5334 S. Prince Street
Littleton, CO 80166

To BOARD: Board of County Commissioners of Arapahoe County
5334 S. Prince Street
Littleton, CO 80166

14. Pursuant to the provisions of C.R.S. § 29-1-110, as amended, the financial obligations of the County as set forth herein after the current fiscal year are contingent upon funds for that purpose being budgeted, appropriated and otherwise available. This Agreement is automatically

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terminated on January 1st of the first fiscal year for which funds are not appropriated. The County shall give the other parties notice of such non-appropriation.

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15. This Agreement shall be governed by the laws of the State of Colorado. Venue for any civil action relating to this Agreement shall be in Arapahoe County.

SOUTHEAST METRO STORMWATER AUTHORITY

Executive Director

DATE: _____

BOARD OF COUNTY COMMISSIONERS
ARAPAHOE COUNTY, COLORADO

Chair

DATE: _____

ADRIAN B. "BERNIE" CIAZZA
ARAPAHOE COUNTY TREASURER

DATE: _____