

**EXTENSION OF INTERGOVERNMENTAL AGREEMENT
BETWEEN ARAPAHOE COUNTY, COLORADO
AND THE SOUTHEAST METRO STORMWATER AUTHORITY**

This **EXTENSION OF INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND THE SOUTHEAST METRO STORMWATER AUTHORITY** is entered into by and between **ARAPAHOE COUNTY, COLORADO**, a political subdivision of the State of Colorado (herein referred to as the "County") and the **SOUTHEAST METRO STORMWATER AUTHORITY**, a district formed pursuant to the laws of the State of Colorado (herein referred to as "SEMSWA") this 2nd day of April, 2007.

WHEREAS, the parties entered into an **INTERGOVERNMENTAL AGREEMENT BETWEEN ARAPAHOE COUNTY, COLORADO AND THE SOUTHEAST METRO STORMWATER AUTHORITY** (herein referred to as the "Agreement") on February 13, 2007 where in the County agreed to provide SEMSWA with the services of the County's stormwater management employees ("stormwater staff") to serve as the stormwater management staff of SEMSWA for a finite period of time; and

WHEREAS, SEMSWA agreed to reimburse the County for all of its costs in regard to that stormwater management staff including salaries and benefits, retirement contributions, medical benefits and insurance premiums; and

WHEREAS, the County also agreed to be responsible for providing the stormwater staff with all materials, books, rules, regulations, office supplies, communication equipment, support staff, work space, furniture and other resources needed to perform their assigned functions; and

WHEREAS, SEMSWA agreed to fully reimburse the County for the cost of providing materials, books, rules, regulations, office supplies, communication equipment, support staff, work space, furniture and other resources needed for the stormwater staff to perform their assigned functions; and

WHEREAS, the Agreement further provided that the initial term of the Agreement shall be from January 1, 2007 through March 31, 2007. However, the Agreement also provided that it could be extended by mutual written agreement of the parties; and

WHEREAS, as of April 1, 2007, all of the County staff assigned to SEMSWA pursuant to the Agreement became employees of SEMSWA except Kevin Heck who remains an employee of the County; and

WHEREAS, the SEMSWA leased space located at a non-County leased or owned property will not be ready for occupancy until approximately June 15, 2007 and

SEMSWA would like to continue to occupy the County space that it is currently occupying; and

WHEREAS, SEMSWA would also like to continue to utilize the County's books, rules, regulations, office supplies, communication equipment, support staff, work space, furniture and other resources needed for SEMSWA's staff to perform their assigned functions EXCEPT SEMSWA staff will no longer be permitted to use County's vehicles; and

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WHEREAS, SEMSWA would like to utilize the services of Kevin Heck to assist in performing its stormwater services until May 13, 2007 when Kevin Heck would become an employee of SEMSWA; and

WHEREAS, SEMSWA is willing to continue to pay the County, as it has done in the past, for the salary and benefits of Kevin Heck as well as for the cost of books, rules, regulations, office supplies, communication equipment, support staff, work space, furniture and other resources needed for SEMSWA's staff to perform their assigned functions.

NOW, THEREFORE, in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. The Agreement shall continue in full force and effect in regard to Kevin Heck until May ~~13~~¹², 2007 when Kevin Heck will become an employee of SEMSWA.
2. The Agreement shall continue in full force and effect in regard to SEMSWA's staff use of the County's books, rules, regulations, office supplies, communication equipment, support staff, work space, furniture and other resources needed for SEMSWA's staff to perform their assigned functions. EXCEPT SEMSWA staff will no longer be permitted to use County's vehicles.
3. All terms and conditions of the Agreement shall remain in full force in effect as those terms and conditions apply to the provisions contained in Paragraph 1 and 2 above.
4. The Agreement will terminate in its entirety no later than June ~~15~~³⁰, 2007 unless extended by mutual agreement of the parties.

The parties to this Agreement have caused it to be executed this ____ day of April, 2007, *nunc pro tunc* April 1, 2007.

**SOUTHEAST METRO
STORMWATER AUTHORITY**

By:

ATTEST:

By:

Approved as to form:

Edward J. Krisor, Esq.

COUNTY OF ARAPAHOE

Frank Weddig
Chair, Board of County
Commissioners

ATTEST:

County Clerk or Deputy

Approved as to form:

Kathryn L. Schroeder, County Attorney