

RESOLUTION No. 2013-06-02

AUTHORIZING THE MAYOR TO EXECUTE THE ADDENDUM TO THE EMERGENCY INTERCONNECTION AGREEMENT BETWEEN THE CITY OF FORT MORGAN AND MORGAN COUNTY QUALITY WATER

WHEREAS, the City of Fort Morgan and Morgan County Quality Water District have previously entered into an intergovernmental agreement on June 26, 2012 titled **EMERGENCY INTERCONNECTION AGREEMENT** (the "Original Agreement") to provide emergency interconnection of water supplies between the Parties; and,

WHEREAS, further clarification of the terms and responsibilities contained in the intergovernmental agreement is needed; and,

WHEREAS, the terms of the Original Agreement require any changes to be executed in writing signed by both parties; and,

WHEREAS, the Parties have set forth the terms of their addendum to the Original Agreement in the **ADDENDUM TO THE EMERGENCY INTERCONNECTION AGREEMENT BETWEEN THE CITY OF FORT MORGAN AND MORGAN COUNTY QUALITY WATER** (a copy of which is attached hereto and incorporated herein by this reference).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FORT MORGAN, COLORADO:

SECTION 1: The City Council hereby authorizes the Mayor to execute the **ADDENDUM TO THE EMERGENCY INTERCONNECTION AGREEMENT BETWEEN THE CITY OF FORT MORGAN AND MORGAN COUNTY QUALITY WATER.**

INTRODUCED, PASSED, APPROVED AND ADOPTED this 4th day of June 2013, the vote upon roll call being as follows:

Ayes: Mayor McAlister, Councilmembers Bryan, Castoe, Forstedt, Northrup, Segura and Shaver.

Nays: None.

Absent /Abstain: None.

THE CITY COUNCIL OF THE CITY OF
FORT MORGAN, COLORADO



BY:


Terry McAlister, Mayor

ATTEST:


John Brennan, City Clerk

STATE OF COLORADO)
COUNTY OF MORGAN)
CITY OF FORT MORGAN)

ss.

CERTIFICATE

I, John Brennan, City Clerk of the City of Fort Morgan, Colorado, do hereby certify that the above and foregoing **Resolution** is a true, perfect and complete copy of the **Resolution** adopted by the City Council and is identical to the original thereof appearing in the official records of the City of Fort Morgan, Colorado, and that the same has not been, since its adoption, in any respect, rescinded or amended.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the City of Fort Morgan this 5th day of June, 2013.


John Brennan, City Clerk

ADDENDUM TO THE EMERGENCY INTERCONNECTION AGREEMENT BETWEEN THE CITY OF FORT MORGAN AND MORGAN COUNTY QUALITY WATER

This **Addendum** is made by and between the City of Fort Morgan, a Colorado home rule municipality, acting herein by and through the City Council as its duly authorized legislative body, hereinafter referred to as (“City”), and Morgan County Quality Water District, a special district of the State of Colorado, hereinafter referred to as (“Quality Water”).

WITNESSETH:

WHEREAS, intergovernmental agreements to provide functions or services including the sharing of costs of such services or functions, by political subdivisions of the State of Colorado are specifically authorized by C.R.S. § 29-1-203; and,

WHEREAS, Quality Water owns and operates a public water utility system and furnishes water service to the public in the surrounding areas of Morgan County; and,

WHEREAS, the City and Quality Water desire to establish four interconnections (“Interconnections”) between the City’s and Quality Water’s systems to provide an emergency source of water supply for each Party pursuant to the terms and conditions set forth herein; and

WHEREAS, Parties desire to clarify conditions for the future engineering and construction of the Interconnections;

NOW THEREFORE, and in consideration of the mutual promises herein contained, the mutual benefits flowing to the constituents to both the City and Quality Water and other good and valuable consideration recited herein, the receipt and sufficiency of which is hereby acknowledged, the City and Quality Water hereby agree as follows:

I. Incorporation by Reference.

This Addendum hereby incorporates by reference all applicable portions of the Emergency Interconnection Agreement executed on June 26, 2012.

II. Term.

The term of this Addendum shall run congruent with the term contained in the original agreement.

III. Change in Agreement.

The following sections of the original agreement are hereby changed to read as follows.

1.3. Engineering, Design, Construction and Maintenance of the Interconnection

1.3.a. The Parties agree that installation of a new Interconnection or replacing or repairing an existing Interconnection requires the engineering, design and construction of a vault, piping, valves, metering controls and pump stations in order to enable delivery of water to either Party.

1.3.b. Each Party will be responsible for any associated costs of the Interconnection that enables that Party to take delivery of water from the other Party. The engineering, design and construction of facilities shall be completed by the Party that owns the water line that is being connected to ("Line Owner"), and the Party receiving water ("Connecting Party") shall reimburse the Line Owner for the associated costs of engineering, design and construction.

The Line Owner shall submit the design, specifications and a cost estimate for a new Interconnection or replacing or repairing an existing Interconnection ("the Work") to the Connecting Party for approval. Upon written approval by the Connecting Party, the Line Owner shall proceed with the Work and submit monthly invoices of costs to the Connecting Party for reimbursement. The Connecting Party shall pay the invoice within 30 days of submittal.

Therefore, Quality Water shall pay for the costs associated with QW's Weingardt Interconnection to allow Quality Water to receive water from the City, and the City shall pay for the engineering and construction costs associated with the City's East Interconnection, the City's Weingardt Interconnection, and the City's Leprino Interconnection to allow the City to receive delivery of water from Quality Water when requested by the City.

1.4. Reserved

1.5. Supervision of the Work.

1.5.a. The Line Owner shall determine an engineer to supervise and control the construction. Except as otherwise provided herein, the Parties agree to require the engineer to supervise and control the Work including but not limited to the determination of construction means, methods, techniques, sequences and procedures; monitoring and enforcement of compliance with the project documents; approval and acceptance of the Work; and the review, approval and processing of applications for payment to contractors and material men engaged on the Work.

1.5.b. Neither Party under this Agreement is in any respect acting under the Agreement as agent, employee or representative of the other Party to this Agreement and is in all respects an independent contractor hereunder.

IV. Addendum Review.

No modification or amendment of this Addendum shall be valid, binding upon the Parties, or enforceable unless made in writing and signed by the Parties hereto.

Executed this _____ day of _____, 2013 in Fort Morgan, Colorado.

CITY OF FORT MORGAN

[SEAL]

By: _____
Terry L. McAlister, Mayor

ATTEST:

John Brennan, City Clerk

MORGAN COUNTY QUALITY WATER

By: _____
_____, _____

ATTEST:

[SEAL]

_____, _____