

**RESOLUTION NO. 24-18**

**INTRODUCED BY:  
Council Member Arner  
Council Member DeVries**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, AMENDING THE INTERGOVERNMENTAL AGREEMENT FOR GRAFFITI SERVICES BETWEEN ADAMS COUNTY AND THE CITY OF FEDERAL HEIGHTS**

WHEREAS, on March 21, 2023, Adams County and the City of Federal Heights entered into an Intergovernmental Agreement for Graffiti Services; and

WHEREAS, the parties desire to amend the Intergovernmental Agreement by increasing the billing rate for services from \$25.00 per hour to \$34.00 per hour.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO THAT:

Amendment One of the Intergovernmental Agreement for Graffiti Services between the City of Federal Heights and Adams County is approved in substantially the same form as the copy attached hereto and made a part of this resolution and the Mayor is authorized to execute Amendment One on behalf of the City.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF FEDERAL HEIGHTS, COLORADO, THE 20<sup>th</sup> DAY OF August 2024.

  
Linda S. Montoya, Mayor

ATTEST:

  
Patti K. Lowell, CMC, City Clerk

APPROVED AS TO FORM:

  
William Hayashi, City Attorney

**ADAMS COUNTY, COLORADO AMENDMENT ONE FOR THE  
INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO  
AND THE CITY OF FEDERAL HEIGHTS FOR GRAFFITI SERVICES**

THIS AMENDMENT ONE TO INTERGOVERNMENTAL AGREEMENT FOR ADAMS COUNTY, COLORADO AND THE CITY OF FEDERAL HEIGHTS FOR GRAFFITI SERVICES (“Amendment One”) is made this \_\_\_\_ day of \_\_, 2024, by and between the Adams County Board of County Commissioners, located at 4430 S. Adams County Pkwy., 5<sup>th</sup> Floor, Suite C5000A, Brighton, Colorado 80601, (“County”), on behalf of the Adams County Community Safety and Well Being Department, and the City of Federal Heights, a Colorado municipality with a principal place of business 2380 W 90<sup>th</sup> Ave, Federal Heights, Colorado 80260 \_\_\_\_\_ (“City”). The County and the City may be collectively referred to herein as the "Parties."

**RECITALS**

WHEREAS, on March 21, 2023, the City of Federal Heights entered into an Intergovernmental Agreement for Adams County, Colorado Graffiti Services, \_\_\_\_\_ “Original Agreement,” (attached as Exhibit A) and,

WHEREAS, the Parties mutually desire to amend the Original Agreement by this Amendment One to adjust the payment schedule as set forth below.

NOW, THEREFORE, for the consideration set forth herein, the sufficiency of which is mutually acknowledged by the Parties, the Parties agree to amend the Original Agreement as follows:

1. Section III of the Original Agreement is hereby amended to by adjusting the billing rate from \$25 per hour to \$34 per hour.
2. The Original Agreement and this Amendment One contain the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by both parties. Except as amended by this Amendment One, and any prior amendment(s), the terms and conditions of the Original Agreement remain in full force and effect. In the event of any conflicts between the terms, conditions, or provisions of the Original Agreement and this Amendment One, the terms, conditions, and provisions of this Amendment One shall control.
3. The Recital contained in this Amendment One are incorporated into the body hereof and accurately reflect the intent and agreement of the parties.
4. This Amendment One may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

5. Nothing expressed or implied in this IGA is intended or shall be construed to confer upon or to give to, any person other than the parties, any right, remedy, or claim under or by reason of this IGA or any covenant, terms, conditions, or provisions hereof. All covenants, terms, conditions, and provisions in this IGA, by and on behalf of the County and the City, shall be for the sole and exclusive benefit of the County and the City.
  
6. If any provision of this Amendment One is determined to be unenforceable or invalid for any reason, the remainder of the Amendment One shall remain in effect, unless otherwise terminated in accordance with the terms contained in the Original Agreement.
  
7. Each party represents and warrants that it has the power and ability to enter this Amendment One, to grant the rights granted herein, and to perform the duties and obligations herein described.

IN WITNESS WHEREOF, the County and the City have caused their names to be affixed.

ADAMS COUNTY, COLORADO  
 BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
 Chairperson

\_\_\_\_\_  
 Date

ATTEST: JOSH ZYGIELBAUM  
 CLERK AND RECORDER

APPROVED AS TO FORM:

\_\_\_\_\_  
 Deputy Clerk

\_\_\_\_\_  
 County Attorney

CITY OF FEDERAL HEIGHTS COLORADO

  
 \_\_\_\_\_  
 Mayor, Linda S. Montoya


**August 20, 2024**

\_\_\_\_\_  
 Date

ATTEST:

APPROVED AS TO FORM:

  
 \_\_\_\_\_  
 Patti K. Lowell, CMC, City Clerk

  
 \_\_\_\_\_  
 William P. Hayashi, City Attorney