

**RESOLUTION NO. 1759**

**A RESOLUTION OF THE GOLDEN CITY COUNCIL  
APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF GOLDEN AND THE DENVER  
REGIONAL COUNCIL OF GOVERNMENTS (DRCOG) FOR  
ELEVATOR AND ESCALATOR INSPECTION SERVICES**

WHEREAS, the City of Golden's Home Rule Charter authorizes the City to enter into intergovernmental agreements for the provision of services; and

WHEREAS, Golden, as set forth in its municipal code is responsible for the administration of an Elevator and Escalator Safety Inspection Program ("Program"); and

WHEREAS, DRCOG has the skill, expertise and experience to administer such Program; and


WHEREAS, DRCOG qualifies as a sole source provider, as described by Section IV of the City of Golden Purchasing Policy, in that DROCG is the only firm/agency that is positioned to better provide the services because DROCG:

- Is a nonprofit quasi-governmental agency,
- Is heavily influenced by and responsive to the Elevator/Escalator Inspection Program Advisory Committee which is composed of Building Officials from participating jurisdictions, and
- Only provides this service to participating local jurisdictions.

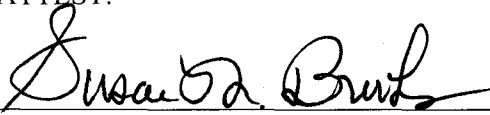
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The intergovernmental agreement between the City of Golden and Denver Regional Council of Governments for Elevator and Escalator Inspection Services is approved in substantially the same form as the copy attached hereto and made a part of this resolution.

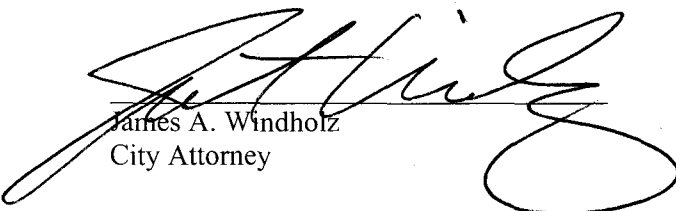
Adopted on the 12th day of April, 2007.

  
\_\_\_\_\_  
Charles J. Baroch  
Mayor

ATTEST:

  
\_\_\_\_\_  
Susan M. Brooks, MMC  
City Clerk

APPROVED AS TO FORM:

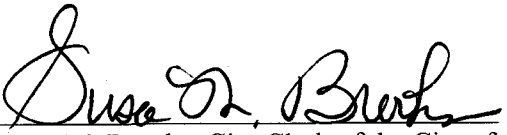
  
\_\_\_\_\_  
James A. Windholz  
City Attorney

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I, Susan M. Brooks, City Clerk of the City of Golden, Colorado, do hereby certify that the foregoing is a true copy of a certain Resolution adopted by the City Council of the City of Golden, Colorado at a rescheduled regular meeting thereof held on the 12th day of April, A.D., 2007.

(SEAL)

ATTEST:



Susan M. Brooks, City Clerk of the City of  
Golden, Colorado

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN**

THE DENVER REGIONAL COUNCIL OF GOVERNMENTS  
4500 Cherry Creek Drive South, Suite 800  
Denver, Colorado 80246-1531  
("DRCOG")

and

CITY OF GOLDEN  
1445 10<sup>th</sup> Street  
Golden, CO 80401  
("CITY")

for

**ELEVATOR AND ESCALATOR SAFETY INSPECTION PROGRAM**

Project No. 896007

Contract No. RV07012

**1. RECITALS AND PURPOSE.**

- 1.1. The City has adopted the current American Society of Mechanical Engineers (ASME) or American National Standards Institute (ANSI) Safety Code for Elevators and Escalators.
- 1.2. DRCOG has the capability to administer a program, known as the Elevator and Escalator Safety Inspection Program, hereinafter referred to as "the Program".
- 1.3. The City desires DRCOG to act for the sole purpose of coordinating the Program within the scope of the provisions set forth in this Agreement and to provide the elevator and escalator inspection services set forth in this Agreement.

**2. SCOPE OF WORK.**

- 2.1. DRCOG agrees to provide one or more inspectors, certified by the National Association of Elevator Safety Authorities as a Qualified Elevator Inspector, to conduct elevator and escalator safety inspections for the City and to provide sufficient staff to effectively coordinate the program during the term of this Agreement. DRCOG will act as a separate legal entity for the sole purpose of coordinating the Program and providing the elevator and escalator inspection services set forth in this Agreement.
- 2.2. The level and type of inspection to be performed by the Elevator and Escalator Safety Inspector(s) shall be in accordance with the current ASME Safety Code for Elevators and Escalators.
- 2.3. DRCOG shall perform twice-yearly general safety inspections of existing elevators and escalators within the City's jurisdiction in accordance with Exhibit A, attached hereto and incorporated herein by reference. DRCOG will complete

the inspections so that there is a period of five to seven months separating the two inspections.

2.4. The City authorizes DRCOG to perform, and DRCOG agrees to provide, at the rates set forth in Exhibit B, the following services to elevator contractors working within the City's jurisdiction:

- (1) Plan review for new elevator and/or escalator installations or alterations;
- (2) Initial inspection of new or altered elevator or escalator equipment;
- (3) Re-inspection of any elevator or escalator that requires follow up inspection; and
- (4) Any other special elevator or escalator inspection that is requested by the City and approved by DRCOG.

2.5. DRCOG shall report all inspection results to the City as inspections are completed. The City will then, where appropriate, issue annual certificates of inspection, or take such corrective actions, or other actions as the City determines appropriate based on the inspection results.

2.6. DRCOG shall report to the City discovery of equipment modifications performed without issuance of a permit.

2.7. The City authorizes DRCOG to terminate the operation of any elevator/escalator upon discovery of life safety hazards. On discovery of such hazards, DRCOG shall immediately lock the unit out of service, post notice that the unit is unsafe for use and notify the City and the building owner in writing of the discovered hazards.

2.8. DRCOG is responsible for verifying the credentials of the Elevator and Escalator Safety Inspector(s). All Elevator and Escalator Safety Inspector(s) shall be an employee(s) of DRCOG.

### **3. PAYMENT AMOUNT AND BILLING PROCESS**

3.1. The City agrees to pay DRCOG at the rate of sixty-five dollars (\$65.00) per inspection for a total price of fifteen thousand eighty dollars (\$15,080.00).

3.2. The foregoing rate and total price shall not apply to services provided pursuant to Section 2.4. These services shall be provided to and paid for directly by elevators contractors working in the City.

3.3. DRCOG shall invoice the City in full for services to be rendered under this contract for the term of the contract. The City shall pay this invoice in one lump sum within sixty (60) days of the date of the invoice. Alternatively, the City may pay in two equal payments, paying the first half the invoiced amount within sixty (60) days of the invoiced date. The City shall pay the remainder of the invoice within one hundred eighty (180) days of the invoice date.

3.4. The rate and/or total price set forth in Section 3.1 shall be subject to annual adjustment, as follows:

- (1) By September 1 of the then-current term DRCOG shall provide to the City a written form of contract addendum setting forth a projected inspection count, the rate and total price proposed for the following contract year term. The City shall by November 1 either: (a) execute and return the contract addendum to DRCOG; or (b) provide DRCOG with the City's written notice of intent to terminate this Agreement, in which case the termination shall take effect at the end of the then-current calendar year. If the City does neither (a) nor (b) by November 1 of the then-current term, then this Agreement shall terminate at the end of the then-current term.
- (2) By December 15 of the then-current term DRCOG shall provide the City a supplemental written invoice setting forth a revised total price of the contract based on actual inspections performed over the course of the then-current contract term, which invoice shall be for any additional inspections above the total price, at the current rate. The City shall pay this supplemental invoice within sixty (60) days. DRCOG shall credit the City for inspections less than the total price.

**4. PERFORMANCE TERM**

- 4.1. The initial term of this Agreement shall be from the date of execution through December 31, 2007.
- 4.2. This Agreement shall automatically renew for not more than four additional one-year terms (each term being a calendar year), unless either party by November 1 of any year gives written notice of its intent to terminate, in which case the Agreement shall terminate at the end of such year.

**5. STANDARD INSURANCE REQUIREMENTS**

5.1. DRCOG has secured and will maintain in full force and effect insurance coverage in no less than the minimal amounts listed below during the term of this Agreement:

Worker's Compensation	Statutory
Commercial General Liability	
Bodily Injury	\$150,000/\$600,000
Property Damage	\$100,000
Automobile Liability	
Bodily Injury	\$150,000/\$600,000
Property Damage	\$100,000

5.2. DRCOG's current insurance policies are available for inspection upon request.

**6. INDEMNIFICATION**

To the extent authorized by law, DRCOG shall indemnify and hold harmless the City against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any act or omission by DRCOG, its officers, agents, employees or subcontractors, pursuant to the terms of this agreement. To the extent authorized by law, the City shall indemnify and hold harmless DRCOG against any and all claims, damages, liability and court awards including costs, expenses and attorneys fees incurred as a result of any act or omission by the City, or its officers, agents, employees or subcontractors, pursuant to the terms of this agreement. Nothing contained in this Agreement shall be deemed as a waiver of the rights, immunities, limitations, and defenses available to either party in accordance with the Colorado Governmental Immunity Act C.R.S. 24-10-101 et seq., as amended or otherwise available by law.

**7. INTEGRATION AND AMENDMENT.**

This Agreement represents the entire agreement between the parties, and there are no oral or collateral agreements or understandings. No subsequent notation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved by both parties.

**8. TERMINATION.**

This Agreement may be terminated by either party if it has been materially breached by the other party and proper notification is tendered. Notification of intent to terminate for breach of this Agreement shall be given in writing thirty (30) calendar days prior to the date of termination. This Agreement may also be terminated for convenience upon mutual agreement, in writing, by both parties.

**9. NOTICES.**

All notices required herein shall be in writing tendered by regular mail addressed to DRCOG: Denver Regional Council of Governments, 4500 Cherry Creek Drive South, Suite 800, Denver, Colorado 80246, Attention: Elevator Program; and to The City of Golden, 1445 10<sup>th</sup> Street, Golden, CO 80401 Attention: Gerry George, Bldg. Inspector.

**10. WAIVER OF BREACH.**

A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party, and all of the remaining provisions of this Agreement shall continue in full force and effect.

**11. SEVERABILITY.**

If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

**12. NO THIRD-PARTY BENEFICIARIES.**

This Agreement is intended to describe the rights and responsibilities only as to the parties hereto. This Agreement is not intended and shall not be deemed to confer any rights on any person or entity not named as a party hereto.

**13. BINDING EFFECT.**

This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, heirs, 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.

**14. GOVERNING LAW.**

This Agreement shall be governed by the laws of the State of Colorado.

**15. SURVIVAL OF OBLIGATIONS**

The obligations contained in this Agreement that are not fully performed as of termination shall survive termination and shall continue to bind the parties until fully performed.

**16. PARTIES NOT PARTNERS**

Nothing contained in this Agreement is intended to create a partnership or joint venture between the parties, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function or service, nor does it create a joint enterprise, nor does it authorize any party hereto to act as an agent of the other party hereto for any purpose whatsoever, nor does it make either party responsible for any debt or liability of the other party.

**17. INDEPENDENT CONTRACTOR**

DRCOG and any persons employed by DRCOG for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct DRCOG as to details of doing work or to exercise a measure of control over the work mean that DRCOG shall follow the direction of the City as to end results of the work only. **As an independent contractor, DRCOG and its employees are not entitled to workers' compensation or unemployment insurance benefits from the City and, further, DRCOG is**

obligated to pay any applicable federal and state income tax due on any moneys earned or paid pursuant to this Agreement.


**18. FINANCIAL OBLIGATIONS OF THE CITY AND DRCOG**

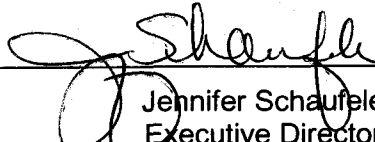
All financial obligations of the City and DRCOG under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement shall be deemed to pledge the City's or DRCOG's credit or faith, directly or indirectly, to the other party. DRCOG may require that the City provide written confirmation that the City has budgeted and appropriated funds sufficient for payment of the estimated costs of services hereunder to be provided in the then-current term. Each party agrees to provide to the other written notice of any event of non-appropriation affecting its obligations under this Agreement. Upon giving of such notice, this Agreement shall terminate, except that such termination shall not affect the City's obligation to pay for inspections performed prior to the date of the termination and the City shall pay such amount owned within sixty (60) days of final invoicing from DRCOG.


IN WITNESS WHEREOF, the parties hereto have executed this contract on the 2nd day of May, 2007.


**CITY OF GOLDEN**

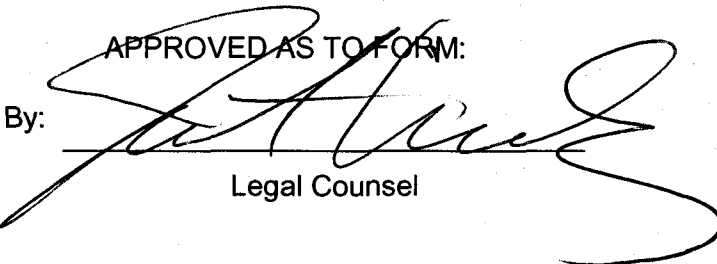
**DENVER REGIONAL COUNCIL OF GOVERNMENTS**

By:   
Mayor

By:   
Jennifer Schaufele  
Executive Director

ATTEST:  
By:   
City Clerk

ATTEST:  
By:   
Roxie Ronsen  
Administrative Officer

APPROVED AS TO FORM:  
By:   
Legal Counsel



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## EXHIBIT A

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DRCOG will conduct two inspections per year of all existing elevators and escalators within the City's jurisdiction, checking, at a minimum, the following systems and features for normal operation:

### CONFIRMATION OF ANNUAL SAFETY TEST

Confirmation of annual "safety test" that by code requires the building owner to have a qualified contractor perform the necessary safety tests, including "load", "no load" and/or "pressure tests."

### ELEVATOR EQUIPMENT ROOM

Confirm current safety tests, controller wiring/grounding, wiring from main-line disconnect to controller, presence of jumpers, room lighting and operating temperatures, fire extinguisher, room condition, closing and locking operation of the machine room door.

Traction elevator-condition of drive machine, sheave, governor hoist/governor ropes.

Hydraulic elevator-condition of pump unit, belts and oil line.

### ELEVATOR CAR

Check operation of door detection system, door closing force, emergency telephone, emergency light and alarm, door open/door close cycles, alarm, run/stop switch, car or hall lanterns, car position indicator, consistency of leveling, cab lighting, handrail and finishes.

### ELEVATOR HOISTWAY

Check operation of car top inspection station, lighting, limit switches, access panel, interlocks, door closers, door operator and belts, selector, gate switch, door restrictor, ventilation, car guides and rails.

Traction elevator-hoist rope condition at terminations, governor rope, test tags, counterweights and carriage.

### ELEVATOR PIT

Check stop switch, access, car buffers, sump cover, lighting, GFCI receptacle, car guides and housekeeping.

Traction elevator-safety plank, test tags, counterweight buffers, governor sheave and tail-weight.

Hydraulic elevator-oil line condition, shut-off, supports and pit can.

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**EXHIBIT B**

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Effective January 1, 2007, DRCOG will charge the following fees for services provided to elevator and/or escalator contractors working in the City's jurisdiction

<b>Service</b>	<b>Billing Increment</b>	<b>Cost</b>
Plan review (includes both preliminary and acceptance)	Per review	\$150
Request for acceptance inspection	Per job site	\$25
Acceptance/initial inspection of new or altered equipment	Per unit	\$350
Re-inspection	Per unit	\$450
Special inspections not otherwise covered (such as construction use/temporary use)	Per hour (2 hour minimum)	\$75

DRCOG reserves the right to modify these charges at any time without notice.