

RESOLUTION NO. 1952

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND THROUGH COLORADO STATE UNIVERSITY FOR THE PROVISION OF FLEET MAINTENANCE AND REPAIR SERVICES FOR COLORADO STATE FOREST SERVICE, GOLDEN DISTRICT VEHICLES (CSFS)

WHEREAS, Section 15.6 of the City of Golden's Home Rule Charter authorizes the City to enter into intergovernmental agreements for the furnishings of services; and

WHEREAS, CSFS desires that the City perform maintenance and repair work for its fleet vehicles; and


WHEREAS, the City is willing to provide such services subject to the terms and conditions set forth in an intergovernmental agreement.

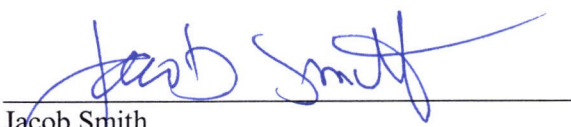
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Intergovernmental Agreement between the City of Golden and the Board of Governors of the Colorado State University System for Fleet Maintenance and Repair Services of Colorado State Forest Service, Golden District vehicles is approved in substantially the same form as the copy attached hereto and made part of this resolution and the Mayor is authorized to execute the Agreement on behalf of the City.

Adopted this 12th day of February, 2009.




Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

APPROVED AS TO FORM:

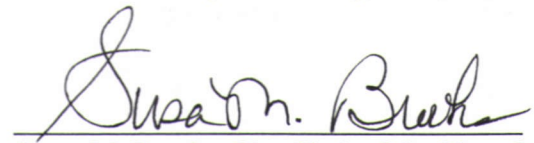


David S. Williamson
City Attorney

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 business meeting thereof held on the 12th day of February, A.D., 2009.



ATTEST:



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

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF GOLDEN AND THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND
THROUGH COLORADO STATE UNIVERSITY FOR THE
PROVISION OF FLEET MAINTENANCE AND REPAIR
SERVICES FOR COLORADO STATE FOREST SERVICE,
GOLDEN DISTRICT VEHICLES**

THIS INTERGOVERNMENTAL Agreement is made and entered into this _____, day of _____, 2008 by and between the City of Golden (“City”) and the Board of Governors of the Colorado State University System , acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, Golden District (“CSFS”).

WHEREAS, the City, as a Colorado home rule municipality, may pursuant to Section 15.6 of its Charter and C.R.S. Section 29-1-201, *et seq.* enter into intergovernmental agreements for the provision of municipal services; and

WHEREAS, the Board of Governors of the Colorado State University System on behalf of CSFS, may, pursuant to C.R.S. Section 23-31-120 and in accordance with C.R.S. Section 29-1-201 *et seq.*, enter into intergovernmental agreements; and

WHEREAS, CSFS desires that the City perform maintenance and repair of its Golden District fire engines when such service conforms to CSFS guidelines; and

WHEREAS, the City is willing to provide such services subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein the parties agree as follows:

ARTICLE 1. SERVICES.

The City shall, in accordance with industry standards for the Denver Metropolitan area, provide preventative maintenance, repair and washing of CSFS-Golden District’s fire engines as identified on its vehicle inventory list submitted to the City.

The City uses Chevron “Delo” lubricants, Fram filters, OEM quality parts on repairs and its mechanics are USDOT certified truck/brake inspectors.

CSFS acknowledges that the City’s first task is to service its own vehicles and all work therefore must be scheduled with the City, and if a conflict occurs, service of the

City's vehicles takes priority. The City shall provide CSFS an estimate prior to performance of any work and parts required for the work shall be billed at the City's cost.

CSFS's vehicle inventory will be entered into the City's database to record and track all maintenance and repairs and CSFS shall be provided work orders for all service.

The City does not perform fire engine pump repair, certified repairs related to life and safety equipment or heavy truck tire repair.

The parties agree to comply with the terms and conditions as provided in the Colorado State University Special Provisions, which are attached hereto and incorporated herein.

ARTICLE 2. COMPENSATION.

The City's rates are as follows:

Preventative Maintenance – Minor Work	\$50 per hour
Light / Medium Duty Vehicle Repair	\$72 per hour
Heavy Duty Vehicle Repair	\$83 per hour
Welding – Fabrication	\$55 per hour

Time required for repairs is determined as set forth in standard industry manuals.

Preventative Maintenance is billed at a flat rate of 2 hours for Light / Medium Duty vehicles and 2.5 hours for Heavy Duty vehicles. All repair work has a minimum ½ hour charge.

Any work that requires overtime on behalf of City employees shall be billed at the standard rate plus an additional \$20 per hour.

Any work subject to the City's "Call Back Pay" (emergencies, day-off or after hours) or "Holiday Pay" policies shall be billed at the standard rate plus the applicable call back or holiday pay rate

CSFS shall be billed for all services on a monthly basis and payment is due in full within 30 days of billing. Any payment not received within such time is subject to interest at the rate of 1.00 % per month.

The total amount to be paid to City shall not exceed Twenty Five Thousand (\$25,000.00) Dollars per annum and the basis for all charges shall be clearly identified on City's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

ARTICLE 3. TERM.

This Agreement shall continue until December 31, 2009, and may, unless sixty (60) days notice to terminate is provided, be continued for up to four additional one-year terms. Either party may terminate the Agreement with or without cause at any time by providing the other a written notice of termination at least sixty (60) days prior to the date of termination.

ARTICLE 4. LIABILITY.

As between the parties only and without waiving any of their rights, protections and limitations provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as amended from time to time, or otherwise available at law, each party shall be responsible for its own negligence and that of its agents, employees or contractors involved in the performance of this Agreement.

ARTICLE 5. NON-APPROPRIATION.

The parties agree that any obligations of the parties are contingent upon its governing bodies' annual appropriation of funds. Nothing herein shall be construed as a multi-year fiscal obligation as set forth in Article X, Section 20 of the Colorado Constitution.

ARTICLE 6. NOTICES

All notices required or permitted by this Agreement shall be made in writing delivered in person via U.S. Mail First Class or facsimile to the following individuals or their successors:

CITY: Joe King, Fleet Manager
City of Golden
1300 Catamount Drive
Golden, CO 80403

CSFS: Allen Gallamore, District Forester
Colorado State Forest Service Golden District
1504 Quaker St.
Golden, CO 80401

ARTICLE 7. INDEPENDENT CONTRACTORS.

The parties hereto are independent contractors and not partners or joint venturers of one another.

ARTICLE 8. MODIFICATION.

The terms of this Agreement may be modified at any time by the mutual consent and written agreement of the respective parties. However, the parties agree that the City may

at any time upon sixty (60) days written notice to CSFS amend the rates of compensation, as necessary to comply with its fiscal and personnel policies and procedures.

ARTICLE 9. INTEGRATION.

This Agreement, along with the Colorado State University Special Provisions, constitutes the entire agreement of the parties. All of the terms, conditions, and covenants set forth in this therein shall inure to the benefit of and be binding upon the successors and assigns of the parties.

ARTICLE 10. EXECUTION IN COUNTERPART.

This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

ARTICLE 11. SEVERABILITY.

If any provision of this Agreement is determined to be invalid or illegal, such provision shall be deemed automatically amended as to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event, the remaining provisions of this Agreement shall remain applicable to the parties and be given full effect.

ARTICLE 12. DEFAULT.

To the extent permitted by law, if any party fails to perform any obligation set forth in this Agreement for reasons under the party's control the non-defaulting party shall have the right to any remedies available at law and should litigation occur the non-defaulting party shall be entitled to recover all costs including reasonable attorney fees. This section shall not apply in the event of non-appropriation of funds.

ARTICLE 13. NO TRANSFER OR ASSIGNMENT BY THE PARTIES.

The parties shall not transfer, sell, assign or transfer their interest in this Agreement for any purpose whatsoever.

ARTICLE 14. INCIDENTAL DOCUMENTS.

The parties agree to execute any additional documents or take any additional action necessary to carry out this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

THE CITY OF GOLDEN

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

David S. Williamson
Acting City Attorney

Board of Governors of the Colorado State
University System, acting by and through
Colorado State University

By: _____
Jeff Jahnke, State Forester
Colorado State Forest Service, Golden
District

APPROVED

Allen Gallamore, District Forester

APPROVED AS TO FORM:

Elizabeth A. Kelly, J.D.
Contracts Manager, Procurement and
Contracting Services

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in italics.

1. **CONTROLLER'S APPROVAL.** CRS §24-30-202(1). This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
2. **FUND AVAILABILITY.** CRS §24-30-202(5.5). Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** 4 CCR 801-1. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party.. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, those laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to the limitations of CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et. seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract. Revised 5-30-08

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation.**

CONTRACTOR City of Golden	STATE OF COLORADO Bill Ritter, Jr. GOVERNOR
By: Jacob Smith Title: Mayor	Board of Governors of the Colorado State University System, acting by and through Colorado State University
_____	_____
*Signature	By: Name & Title of Person Signing
Date: _____	Date: _____
	REQUIRED APPROVALS:
	By: _____ Dean or Dept. Head
	By: _____ Name & Title
	APPROVED AS TO FORM
	By: _____ Elizabeth A. Kelly Contracts Manager
	Date: _____

ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____
Name of Agency or IHE Delegate

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF GOLDEN AND THE BOARD OF GOVERNORS OF THE
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THROUGH COLORADO STATE UNIVERSITY FOR THE
PROVISION OF FLEET MAINTENANCE AND REPAIR
SERVICES FOR COLORADO STATE FOREST SERVICE,
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THIS INTERGOVERNMENTAL Agreement is made and entered into this 12th day of February, 2009 by and between the City of Golden ("City") and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, Golden District ("CSFS").

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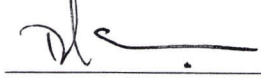
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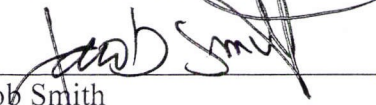



Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:


David S. Williamson
~~Acting~~ City Attorney

THE CITY OF GOLDEN


Jacob Smith
Mayor

Board of Governors of the Colorado State
University System, acting by and through
Colorado State University

By: _____
Jeff Jahnke, State Forester
Colorado State Forest Service, Golden
District

APPROVED

Allen Gallamore, District Forester

APPROVED AS TO FORM:

Elizabeth A. Kelly, J.D.
Contracts Manager, Procurement and
Contracting Services

SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in italics.

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3. **GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
4. **INDEPENDENT CONTRACTOR.** 4 CCR 801-1. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party.. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
5. **COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, those laws applicable to discrimination and unfair employment practices.
6. **CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
7. **BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
8. **SOFTWARE PIRACY PROHIBITION.** Governor's Executive Order D 002 00. State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
9. **EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST.** CRS §§24-18-201 and 24-50-507. The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.
10. **VENDOR OFFSET.** CRS §§24-30-202 (1) and 24-30-202.4. [*Not Applicable to intergovernmental agreements*] Subject to the limitations of CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et. seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.
11. **PUBLIC CONTRACTS FOR SERVICES.** CRS §8-17.5-101. [*Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services*] Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, institution of higher education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract for breach and, if so terminated, Contractor shall be liable for damages.
12. **PUBLIC CONTRACTS WITH NATURAL PERSONS.** CRS §24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this contract. **Revised 5-30-08**

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

***Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect and accept personal responsibility for any and all damages the State may incur for any errors in such representation.**

<p>CONTRACTOR City of Golden</p> <p>By: Jacob Smith Title: Mayor</p> <p> *Signature</p> <p>Date: <u>2/12/09</u></p>	<p>STATE OF COLORADO Bill Ritter, Jr. GOVERNOR</p> <p>Board of Governors of the Colorado State University System, acting by and through Colorado State University</p> <hr/> <p>By: Name & Title of Person Signing</p> <p>Date: _____</p> <p>REQUIRED APPROVALS:</p> <p>By: _____ Dean or Dept. Head</p> <p>By: _____ Name & Title</p> <p>APPROVED AS TO FORM</p> <p>By: _____ Elizabeth A. Kelly Contracts Manager</p> <p>Date: _____</p>
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ALL CONTRACTS REQUIRE APPROVAL by the STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____
Name of Agency or IHE Delegate

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY
OF GOLDEN AND THE BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY SYSTEM, ACTING BY AND
THROUGH COLORADO STATE UNIVERSITY FOR THE
PROVISION OF FLEET MAINTENANCE AND REPAIR
SERVICES FOR COLORADO STATE FOREST SERVICE,
GOLDEN DISTRICT VEHICLES**

THIS INTERGOVERNMENTAL Agreement is made and entered into this 12th, day of February, 2009 by and between the City of Golden ("City") and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the use and benefit of the Colorado State Forest Service, Golden District ("CSFS").

WHEREAS, the City, as a Colorado home rule municipality, may pursuant to Section 15.6 of its Charter and C.R.S. Section 29-1-201, *et seq.* enter into intergovernmental agreements for the provision of municipal services; and

WHEREAS, the Board of Governors of the Colorado State University System on behalf of CSFS, may, pursuant to C.R.S. Section 23-31-120 and in accordance with C.R.S. Section 29-1-201 *et seq.*, enter into intergovernmental agreements; and

WHEREAS, CSFS desires that the City perform maintenance and repair of its Golden District fire engines when such service conforms to CSFS guidelines; and

WHEREAS, the City is willing to provide such services subject to the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein the parties agree as follows:

ARTICLE 1. SERVICES.

The City shall, in accordance with industry standards for the Denver Metropolitan area, provide preventative maintenance, repair and washing of CSFS-Golden District's fire engines as identified on its vehicle inventory list submitted to the City.

The City uses Chevron "Delo" lubricants, Fram filters, OEM quality parts on repairs and its mechanics are USDOT certified truck/brake inspectors.

CSFS acknowledges that the City's first task is to service its own vehicles and all work therefore must be scheduled with the City, and if a conflict occurs, service of the

City's vehicles takes priority. The City shall provide CSFS an estimate prior to performance of any work and parts required for the work shall be billed at the City's cost.

CSFS's vehicle inventory will be entered into the City's database to record and track all maintenance and repairs and CSFS shall be provided work orders for all service.

The City does not perform fire engine pump repair, certified repairs related to life and safety equipment or heavy truck tire repair.

The parties agree to comply with the terms and conditions as provided in the Colorado State University Special Provisions, which are attached hereto and incorporated herein.

ARTICLE 2. COMPENSATION.

The City's rates are as follows:

Preventative Maintenance – Minor Work	\$50 per hour
Light / Medium Duty Vehicle Repair	\$72 per hour
Heavy Duty Vehicle Repair	\$83 per hour
Welding – Fabrication	\$55 per hour

Time required for repairs is determined as set forth in standard industry manuals.

Preventative Maintenance is billed at a flat rate of 2 hours for Light / Medium Duty vehicles and 2.5 hours for Heavy Duty vehicles. All repair work has a minimum ½ hour charge.

Any work that requires overtime on behalf of City employees shall be billed at the standard rate plus an additional \$20 per hour.

Any work subject to the City's "Call Back Pay" (emergencies, day-off or after hours) or "Holiday Pay" policies shall be billed at the standard rate plus the applicable call back or holiday pay rate

CSFS shall be billed for all services on a monthly basis and payment is due in full within 30 days of billing. Any payment not received within such time is subject to interest at the rate of 1.00 % per month.

The total amount to be paid to City shall not exceed Twenty Five Thousand (\$25,000.00) Dollars per annum and the basis for all charges shall be clearly identified on City's invoice(s). No payment shall be made for services or deliverables except as specified in this Contract unless further agreed and approved in writing.

ARTICLE 3. TERM.

This Agreement shall continue until December 31, 2009, and may, unless sixty (60) days notice to terminate is provided, be continued for up to four additional one-year terms. Either party may terminate the Agreement with or without cause at any time by providing the other a written notice of termination at least sixty (60) days prior to the date of termination.

ARTICLE 4. LIABILITY.

As between the parties only and without waiving any of their rights, protections and limitations provided by the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101, *et seq.*, as amended from time to time, or otherwise available at law, each party shall be responsible for its own negligence and that of its agents, employees or contractors involved in the performance of this Agreement.

ARTICLE 5. NON-APPROPRIATION.

The parties agree that any obligations of the parties are contingent upon its governing bodies' annual appropriation of funds. Nothing herein shall be construed as a multi-year fiscal obligation as set forth in Article X, Section 20 of the Colorado Constitution.

ARTICLE 6. NOTICES

All notices required or permitted by this Agreement shall be made in writing delivered in person via U.S. Mail First Class or facsimile to the following individuals or their successors:

CITY: Joe King, Fleet Manager
City of Golden
1300 Catamount Drive
Golden, CO 80403

CSFS: Allen Gallamore, District Forester
Colorado State Forest Service Golden District
1504 Quaker St.
Golden, CO 80401

ARTICLE 7. INDEPENDENT CONTRACTORS.

The parties hereto are independent contractors and not partners or joint venturers of one another.

ARTICLE 8. MODIFICATION.

The terms of this Agreement may be modified at any time by the mutual consent and written agreement of the respective parties. However, the parties agree that the City may

at any time upon sixty (60) days written notice to CSFS amend the rates of compensation, as necessary to comply with its fiscal and personnel policies and procedures.

ARTICLE 9. INTEGRATION.

This Agreement, along with the Colorado State University Special Provisions, constitutes the entire agreement of the parties. All of the terms, conditions, and covenants set forth in this therein shall inure to the benefit of and be binding upon the successors and assigns of the parties.

ARTICLE 10. EXECUTION IN COUNTERPART.

This Agreement may be executed in several counterparts and each such counterpart shall be deemed an original.

ARTICLE 11. SEVERABILITY.

If any provision of this Agreement is determined to be invalid or illegal, such provision shall be deemed automatically amended as to conform to the law or if such amendment is not possible, such provision shall have no effect. In either event, the remaining provisions of this Agreement shall remain applicable to the parties and be given full effect.

ARTICLE 12. DEFAULT.

To the extent permitted by law, if any party fails to perform any obligation set forth in this Agreement for reasons under the party's control the non-defaulting party shall have the right to any remedies available at law and should litigation occur the non-defaulting party shall be entitled to recover all costs including reasonable attorney fees. This section shall not apply in the event of non-appropriation of funds.

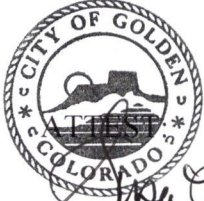
ARTICLE 13. NO TRANSFER OR ASSIGNMENT BY THE PARTIES.

The parties shall not transfer, sell, assign or transfer their interest in this Agreement for any purpose whatsoever.

ARTICLE 14. INCIDENTAL DOCUMENTS.


The parties agree to execute any additional documents or take any additional action necessary to carry out this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first above written.

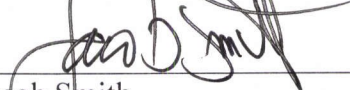



Susan M. Brooks, MMC
City Clerk

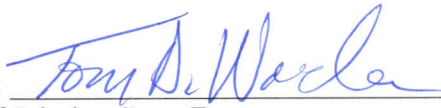
APPROVED AS TO FORM:


David S. Williamson
Acting City Attorney

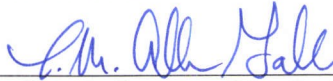
THE CITY OF GOLDEN


Jacob Smith
Mayor

Board of Governors of the Colorado State
University System, acting by and through
Colorado State University

By: 
for Jeff Jahnke, State Forester
Colorado State Forest Service, Golden
District

APPROVED


Allen Gallamore, District Forester

APPROVED AS TO FORM:

Elizabeth A. Kelly, J.D.
Contracts Manager, Procurement and
Contracting Services

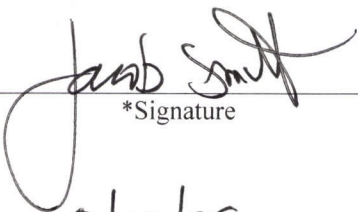
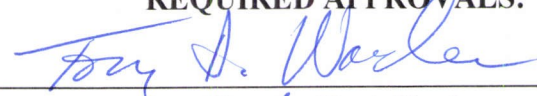
SPECIAL PROVISIONS

The Special Provisions apply to all contracts except where noted in italics.

- 1. CONTROLLER'S APPROVAL. CRS §24-30-202(1).** This contract shall not be valid until it has been approved by the Colorado State Controller or designee.
- 2. FUND AVAILABILITY. CRS §24-30-202(5.5).** Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
- 3. GOVERNMENTAL IMMUNITY.** No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.
- 4. INDEPENDENT CONTRACTOR. 4 CCR 801-1.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party.. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.
- 5. COMPLIANCE WITH LAW.** Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, those laws applicable to discrimination and unfair employment practices.
- 6. CHOICE OF LAW.** The laws of the State of Colorado, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.
- 7. BINDING ARBITRATION PROHIBITED.** The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.
- 8. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.** State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.
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IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

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<p>CONTRACTOR City of Golden</p> <p>By: Jacob Smith Title: Mayor</p> <p> *Signature</p> <p>Date: <u>2/12/09</u></p>	<p>STATE OF COLORADO Bill Ritter, Jr. GOVERNOR</p> <p>Board of Governors of the Colorado State University System, acting by and through Colorado State University</p> <hr/> <p>By: Name & Title of Person Signing</p> <p>Date: _____</p>
	<p>REQUIRED APPROVALS:</p> <p>By:  Dean or Dept. Head</p> <p>By: <u>TOM D. WARDLE Asst. State Treasurer</u> Name & Title</p> <p>APPROVED AS TO FORM</p> <p>By: _____ Elizabeth A. Kelly Contracts Manager</p> <p>Date: _____</p>

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STATE CONTROLLER
David J. McDermott, CPA

By: _____
Name of Agency or IHE Delegate

Date: _____