

RESOLUTION NO. 1869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND PLEASANT VIEW METROPOLITAN DISTRICT FIRE DEPARTMENT (PLEASANT VIEW) FOR FLEET MAINTENANCE AND REPAIR SERVICES

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

WHEREAS, Pleasant View 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.

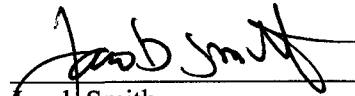
THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GOLDEN, COLORADO:

The Intergovernmental Agreement between the City of Golden and Pleasant View Metropolitan District Fire Department for Fleet Maintenance and Repair Services 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 the Agreement on behalf of the City.

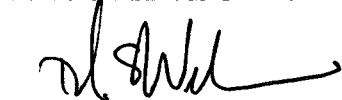
Adopted this 5th day of June, 2008.




Susan M. Brooks, MMC
City Clerk


Jacob Smith
Mayor

APPROVED AS TO FORM:


David S. Williamson
Acting 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 5th day of June, A.D., 2008.



ATTEST:

A handwritten signature in cursive script, reading "Susan M. Brooks", written over a horizontal line.

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

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF GOLDEN AND THE PLEASANT VIEW
METROPOLITAN DISTRICT FIRE DEPARTMENT FOR THE
PROVISION OF FLEET MAINTENANCE AND REPAIR
SERVICES**

THIS INTERGOVERNMENTAL Agreement is made and entered into this _____, day of _____, 2008, by and between the City of Golden ("City") and the Pleasant View Metropolitan District ("Pleasant View")

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, Pleasant View as a C.R.S. Title 32 Special District and in accordance with C.R.S. Section 29-1-201 *et seq.*, is authorized to enter into intergovernmental agreements; and

WHEREAS, Pleasant View desires that the City perform maintenance and repair of its fleet vehicles; 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 Pleasant View's fleet vehicles 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.

Pleasant View 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, that service of the City's vehicles takes priority. The City shall provide Pleasant View an estimate prior to performance of any work and parts required for the work shall be billed at the City's

cost. The City shall notify Pleasant View promptly of any conflicts in servicing Pleasant View vehicles and shall provide an estimated schedule for completion of services.

Pleasant View's vehicle inventory will be entered into the City's database to record and track all maintenance and repairs and Pleasant View 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.

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 two (2) hours for Light / Medium Duty vehicles and two and one-half (2.5) hours for Heavy Duty vehicles. All repair work has a minimum $\frac{1}{2}$ one-half ($\frac{1}{2}$) 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.

Pleasant View shall be billed for all services on a monthly basis in any month where services are provided pursuant to this Agreement and payment is due in full within thirty (30) days of billing. Any payment not received within such time is subject to interest at the rate of 1.25% per month.

ARTICLE 3. TERM.

This Agreement shall continue for a term of one year from the date this Agreement is adopted by both of the Parties, as first written above, and shall, unless notice to terminate is provided, be automatically continued for up to four more 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 and shall be deemed effective (a) seven (7) days after being deposited in the U.S. Mail, first class postage prepaid, properly addressed as follows; or (b) when sent by facsimile transmission and receipt is confirmed by return facsimile transmission; or (c) when sent by electronic communication with a confirmed receipt; or (d) by personal service.

CITY: Joe King, Fleet Manager
City of Golden
1300 Catamount Drive
Golden, CO 80403
Fax No.: _____
E-Mail: _____

PLEASANT VIEW: Chris Malmgren, Fire Chief
Pleasant View Metropolitan District Fire Dept.
955 Moss Street
Golden, CO 80401
Fax No.: _____
E-Mail: _____

To their successors or such other persons or addresses as the Parties may designate in writing.

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 Pleasant View amend the rates of compensation, as necessary to comply with its fiscal and personnel policies and procedures.

ARTICLE 9. INTEGRATION.

This Agreement constitutes the entire agreement of the parties. All of the terms, conditions, and covenants set forth in this Agreement 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.

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

ARTICLE 13. REMEDIES.

In the event a party declares a default by the other party, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected and 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 and is declared in default of this Agreement, the non-defaulting party shall have the right to any remedies available at law. 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 14. 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 15. INCIDENTAL DOCUMENTS.

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

ARTICLE 16. NON-WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder.

ARTICLE 17. GOVERNING LAW.

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

ARTICLE 18. EFFECTIVE DATE.

This Agreement shall become effective on the date it is signed by the appropriate representatives of each Party.

THE CITY OF GOLDEN

Jacob Smith
Mayor

ATTEST:

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

David S. Williamson
Acting City Attorney

ATTEST:

PLEASANT VIEW METROPOLITAN

DISTRICT FIRE DEPARTMENT

Adrian Waller Sec. / Treas.
Pleasant View Metropolitan District

Gerri Lewis
Chairman of the Board
Pleasant View Metropolitan District