RESOLUTION NO. 2176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GOLDEN APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND THE COAL CREEK FIRE PROTECTION DISTRICT ("CCFPD")FOR THE PROVISION OF 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 furnishings of services; and

WHEREAS, CCFPD 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 Golden Gate Fire Protection District for Fleet Maintenance and Repair Services of 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 January, 2012.

Marjorie N. Sloan
Mayor

CITY OF GOLDEN COLORADO ATTEST

Susan M. Brooks, MMC
City Clerk

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 January, A.D. 2012.

ATTEST:

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

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND THE COAL CREEK FIRE PROTECTION DISTRICT FOR THE PROVISION OF FLEET MAINTENANCE AND REPAIR SERVICES

THIS INTERGOVERNMENTAL Agreement is made and entered into this _____, day of _____, 2011, by and between the City of Golden ("City") and the Coal Creek Fire Protection District ("Coal Creek")

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, Coal Creek 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, Coal Creek 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 Coal Creek 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.

Coal Creek 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 Coal Creek an estimate prior to performance of any work and parts required for the work shall be billed at the City's cost.

Coal Creek's vehicle inventory will be entered into the City's database to record and track all maintenance and repairs and Coal Creek 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	$57.50 per hour
Light / Medium Duty Vehicle Repair	$82.50 per hour
Heavy Duty Vehicle Repair	$97.50 per hour
Welding – Fabrication	$67.50 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.

Coal Creek shall be billed for all services on a quarterly basis, (January, April, July, and September) 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 1.25% per month.

ARTICLE 3. TERM.

This Agreement shall continue until January 1st, 2013, and may, unless notice to terminate is provided, be 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 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

Coal Creek:

Coal Creek Fire Protection District

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 60 days written notice to Coal Creek 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.

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.

THE CITY OF GOLDEN

_____

Marjorie N. Sloan
Mayor

ATTEST:

_____

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

_____

David S. Williamson
City Attorney

COAL CREEK FIRE PROTECTION
DISTRICT

_____

ATTEST:

_____

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GOLDEN AND THE COAL CREEK FIRE PROTECTION DISTRICT FOR THE PROVISION OF FLEET MAINTENANCE AND REPAIR SERVICES

THIS INTERGOVERNMENTAL Agreement is made and entered into this 9, day of January, 2012, by and between the City of Golden ("City") and the Coal Creek Fire Protection District ("Coal Creek")

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, Coal Creek 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, Coal Creek 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.

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

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Coal Creek Fire Protection District

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THE CITY OF GOLDEN

Marjorie Sloan
Mayor

CITY OF GOLDEN COLORADO

Susan M. Brooks, MMC
City Clerk

APPROVED AS TO FORM:

David S. Williamson
City Attorney

COAL CREEK FIRE PROTECTION DISTRICT

President CCCFPD Board

ATTEST:

Christopher Reel