

RESOLUTION NO. 12-07

A RESOLUTION OF THE CITY COUNCIL OF THE  
CITY OF CASTLE PINES, COLORADO  
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE  
CASTLE PINES NORTH METROPOLITAN DISTRICT  
REGARDING VEHICLE SHARING

WHEREAS, Part 2 of Article 1 of Title 29 of the Colorado Revised Statutes, as amended, authorizes and enables governmental entities within the State of Colorado to enter into cooperative agreements or contracts with one another to provide such functions, services or facilities lawfully authorized to each of them; and

WHEREAS, the City of Castle Pines (the "City") desires to contract with the Castle Pines North Metropolitan District (the "District") in order to enable the City to lease certain vehicles owned by the District on an as-needed basis for snow removal activities within the geographic limits set forth in the agreement; and

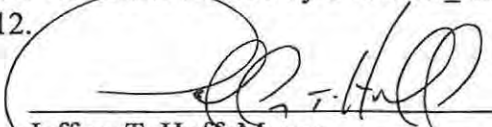
WHEREAS, a copy of the intergovernmental agreement setting forth the terms and conditions of such vehicle sharing arrangement by and between the City and the District is attached hereto as Exhibit A (the "Vehicle Sharing IGA").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CASTLE PINES, COLORADO, THAT:

Section 1. The City hereby approves the Vehicle Sharing IGA in substantially the same form as attached hereto as Exhibit A, and hereby authorizes the Mayor to execute the Vehicle Sharing IGA, following approval as to form by the City Attorney.

Section 2. Effective Date. This Resolution shall take effect upon its approval by the City Council.

INTRODUCED, READ AND ADOPTED AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CASTLE PINES by a vote of 5 in favor, 1 against and 1 absent this 14th day of February, 2012.

  
Jeffrey T. Huff, Mayor

ATTEST:

  
Dan Schatz, City Clerk

Approved as to form:

  
Linda C. Michow, City Attorney

**EXHIBIT A**  
**VEHICLE SHARING IGA**

**INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN  
THE CITY OF CASTLE PINES  
AND  
THE CASTLE PINES NORTH METROPOLITAN DISTRICT  
(Snow Removal Activities)**

THIS INTERGOVERNMENTAL COOPERATION AGREEMENT (the "Agreement") is made and entered into this 14~~th~~ day of February, 2012, by and between the CITY OF CASTLE PINES, a Colorado statutory city (the "City"), and the CASTLE PINES NORTH METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the state (the "District"), referred to herein as the "Party" or "Parties."

**WHEREAS**, the Parties, as Colorado governments, are constitutionally and statutorily empowered pursuant to Colo. Const., Article XIV, §18 and C.R.S. § 29-1-201, *et seq.*, to cooperate or contract via intergovernmental agreement with one another to provide functions, services or facilities authorized to each cooperating government; and

**WHEREAS**, the District owns and operates certain utility vehicles ("District Vehicles") that the District is willing to lease to the City, along with certain District personnel ("District Personnel") on an as-needed basis, subject to the terms and conditions set forth herein; and

**WHEREAS**, the City desires to lease the District Vehicles and District Personnel on an as-needed basis, in order to allow the City to carry out municipal services of snow plowing and snow removal activities;

**NOW, THEREFORE**, in consideration of the benefits and obligations of this Agreement, the Parties agree as follows:

1. Authorized Representatives. The City's authorized representative shall be the City Manager or his designee (the "City Manager") and shall be the only authorized representative to make decisions or commitments on behalf of the City under the terms of this Agreement. The District's authorized representative shall be the District Manager or his designee (the "District Manager") and shall be the only authorized representative to make decisions or commitments on behalf of the District under the terms of this Agreement.

2. Term. The term of this Agreement shall run from the date set forth above and terminate on December 31, 2012. This Agreement shall automatically renew for five additional one year terms (ending on December 31, 2017), unless ninety days written notice of an intent not to renew this Agreement is provided to the other Party. Either Party may terminate this Agreement at any time, without cause, upon ninety (90) days written notice to the other Party.

3. District Vehicles and District Personnel. Provided that the City had begun snow plowing and snow removal activities and subject to the availability of District Vehicles and District Personnel, the District agrees to lease District Vehicles and District Personnel to the City on an as-needed basis, in accordance with the Lease Rate and terms set forth in APPENDIX A,

attached hereto and incorporated herein by reference (the "Lease"). APPENDIX A may be amended at any time upon mutual written agreement of the Parties. Initial requests made by the City to lease District Vehicles and District Personnel may be made by telephone provided that the specific details are confirmed in writing between the District Manager and City Manager.

4. General Vehicle Maintenance Costs. District will maintain, or cause to be maintained, the District Vehicles in good working condition. Nothing in this Agreement shall require the City to provide or pay for regular maintenance of District Vehicles.

5. Fuel. The City shall be billed by the District for fuel consumed under the terms of this Lease. District Personnel shall fill District Vehicles prior to beginning City work and again at the end of the Lease day or partial Lease day, with appropriate receipts turned into the District Manager on a timely basis.

6. Parking Off-Hours. The District Vehicles shall be parked at the District offices at the end of every Lease day or partial Lease day.

7. Lease Rate. City agrees to pay the District the hourly Lease rate set forth in APPENDIX A for each calendar day or partial calendar day that a District Vehicle and District Personnel are leased to the City under this Agreement.

A. The Lease Fee(s) in APPENDIX A set forth the charges applicable to District Vehicles outfitted with snowplows.

B. District Personnel shall remain the responsibility of the District and retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties for the District.

C. Any Lease Fee(s) and fuel costs incurred by the City during the term of this Agreement shall be paid by the City to the District within thirty (30) days of invoicing by the District.

8. Authorized Use. The City shall be permitted to lease District Vehicles and District Personnel between the hours of 7:30 A.M. and 4:30 P.M., on days that the District is open for business. Use of District Vehicles and District Personnel on District-recognized holidays, weekends, or overtime may be permitted, upon prior written approval of the District Manager. The District Vehicles may be used for snow removal activities within the corporate limits of the City, and within a distance of not to exceed one-half (0.5) mile in any direction from the City limits, as may be necessary to effectively and efficiently conduct its municipal operations.

9. Authorized Drivers. The use of the District Vehicles will be limited to employees of the District.

10. Daily Lease Only. This Agreement sets forth the City's right, subject to the approval of the District: (1) to lease the District Vehicles on an hourly or daily basis only, and the City has acquired no right, title or interest in the District Vehicles; and (2) to utilize certain District Personnel to assist the City with completing snow plowing activities. The City shall use its best efforts to notify the District at least forty-eight (48) hours prior to a calendar day that the City desires to arrange to lease one or more of the District Vehicles and District Personnel. However, in the event of a weather-related or other emergency, the Parties agree that the City may request the use of District Vehicles and District Personnel with less than 48 hours advance notice. The lease of District Vehicles and District Personnel shall at all times remain subject to the approval of the District Manager.

11. Sublease Prohibited. The City shall be prohibited from subleasing any District Vehicles during the term of this Agreement.

12. Modifications. This Agreement represents the entire agreement between the Parties and no provision may be waived or modified, except by an instrument in writing signed by both Parties.

13. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the Parties, their respective elected officials, employees, contractors, or agents, or any other person acting on behalf of the Parties and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, C.R.S., §§ 24-10-101 *et seq.*

14. Governing Law and Venue. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Douglas County, Colorado. If there is any conflict between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

15. Notice. Any notice required or permitted by this Agreement shall be in writing and may be hand delivered, sent electronically, or sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been delivered upon receipt or three business days from the date of mailing.

**If to the City:**

City of Castle Pines  
Attn: City Manager  
7501 Village Square Drive, Suite 100  
Castle Pines, CO 80108  
jmcgrady@comcast.net

**If to the District:**

CPNMD  
Attn: District Manager  
7404 Yorkshire Drive  
Castle Pines, CO 80108  
jworley@cpnmd.org

16. Subject to Annual Appropriation. The District acknowledges that the City's obligations under this Agreement are subject to annual appropriation by the City Council of the City of Castle Pines and shall not constitute or give rise to a general obligation or other indebtedness of the City within the meaning of any constitutional or statutory provision or limitation of the State of Colorado; nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year. If the City shall fail to budget and appropriate funds for its share of expenses, then this Agreement shall terminate as of the end of the fiscal year for which such funds were last budgeted and appropriated.

17. If litigation is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees that are directly attributable to such litigation, in addition to any other relief to which it may be entitled.

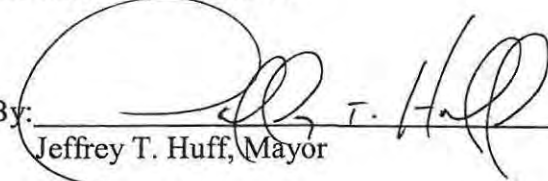
18. This Agreement may be executed in one or more counterparts, each of which shall constitute a single instrument.

[remainder of page intentionally left blank]

NOW WHEREFORE, the Parties have executed this Agreement effective the date first written above.

**CITY OF CASTLE PINES**

ATTEST:

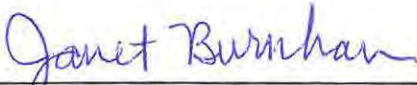
By:   
Jeffrey T. Huff, Mayor

By:   
Diane Spomer, Deputy City Clerk

**CASTLE PINES NORTH METROPOLITAN DISTRICT**

ATTEST:

By:   
Steve Labossiere, President

By:   
Janet Burnham, Secretary to the Board

**APPENDIX A**

District Vehicle and District Personnel Lease Fees

Personnel Cost Per Hour:	\$ 39.00
Vehicle Cost Per Hour	<u>\$ 31.00</u>
Total Lease Cost Per Hour	\$ 70.00
Overtime/Holiday Personnel Cost Per Hour:	\$ 60.00
Vehicle Cost Per Hour	<u>\$ 31.00</u>
Total Overtime/Holiday Lease Cost Per Hour	\$ 91.00

City of Castle Pines is responsible for all fuel costs.

This Appendix may be amended at any time upon written agreement of the Parties.