

## **INTERGOVERNMENTAL AGREEMENT FOR FLEET EQUIPMENT INSTALLATION AND MAINTENANCE**

This Intergovernmental Agreement for Fleet Equipment Installation and Maintenance (this "Agreement") is entered into \_\_\_\_\_, 2016 (the "Effective Date") between Jefferson County, a political subdivision of the State of Colorado on behalf of its Sheriff's Office, (the "County") and the City of Edgewater, a political subdivision of the State of Colorado, (the "City").

**WHEREAS**, the County and the City are desirous of cooperating for the County to provide Police Department vehicle equipment installation and maintenance services to the City for a mutually agreed upon price; and

**WHEREAS**, Part 2 of Article 1 of Title 29, C.R.S. permits and encourages governments to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

**WHEREAS**, Part 2 of Article 1 of Title 29, C.R.S. authorizes governments to contract with one another to provide any function, service, or facility lawfully authorized to each of the contracting entities.

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and the City agree as follows:

1. Term. This Agreement shall commence upon the Effective Date, shall terminate on December 31, 2016, and shall automatically renew for annual one-year periods beginning on January 1 and terminating on the next subsequent December 31, unless otherwise terminated by either party upon the giving of 30 days written notice to the other party; provided, however, that this Agreement shall only renew for four such successive terms, for a total term of five years.
2. Termination. This Agreement may be terminated by either party upon written notice to the other party of its intention to terminate thirty (30) days prior to the effective date of termination. The County's obligations to the City under this Agreement shall terminate upon termination of this Agreement. The City shall be obligated to pay for all equipment installation and maintenance provided by the County through the date of termination of this Agreement.
3. City Responsibilities. The City will purchase, title and register its vehicles. The County's fleet manager may assist the City with vehicle acquisitions upon the City's request and provision of vehicle specifications. Additionally, and upon request, the County may assist in submittal of requests for bids.

4. County Responsibilities. The County will perform police vehicle equipment installation and maintenance activities on any City police vehicle as requested by the City. The County shall, in its absolute discretion, determine the nature and type of actions needed for any equipment installation or maintenance. For purposes of this Agreement, “vehicle equipment installation and maintenance” shall include, without limitation, the removal of existing police vehicle equipment from existing police vehicles of the City, and the installation of such equipment in new police vehicles of the City.
5. Rates & Billing. For the initial term of this Agreement, the County shall charge an hourly labor rate of \$32.80 per hour for equipment installation and maintenance conducted in-house. Parts, labor and fuel will be billed at cost for any equipment installation or maintenance performed by an outside vendor. The County shall submit monthly invoices to the City with payment due 30 days after receipt. The rates charged by the County in this Section may be adjusted annually upon 45 days written notice to the City.
6. Car Wash. The City may use the County’s fleet car wash at no charge.
7. No Responsibility for Damage or Loss. The County is not responsible for any damages or loss not related to County’s acts or omissions while a City vehicle is in the custody or control of the County.
8. Insurance. Each party shall maintain insurance or self-insurance sufficiently adequate to protect such party from any liability arising from or relating to such party’s obligations under this Agreement.
9. Liability; Warranties. To the extent permitted by law, if permitted at all, and without waiving rights provided under the Colorado Governmental Immunity Act or other law, the City shall hold and save the County, its elected officials, agents and employees harmless, and shall indemnify the County from any costs, damages, claims, injuries or losses incurred by the City or any other person resulting from the provision of services under this Agreement. The County expressly disclaims all warranties related to the services provided under this Agreement, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
10. Employment Status. It is mutually understood and agreed by and between the parties hereto that neither this Agreement nor any services performed hereunder shall constitute any change in the employment status of any employees of the parties to this Agreement. It is additionally understood and agreed that the City shall have no right to control or direct the activities of any employee of the County during the performance of any services under this Agreement. Each of the parties shall, at its own expense, keep in full force and effect during the terms of this Agreement, statutory workers’ compensation insurance or adequate self-insurance funds to provide coverage for its own personnel.
11. Amendment. This Agreement shall not be amended except by a writing signed by both parties except for rate adjustments as provided in Paragraph 5 above.
12. Entire Agreement. This Agreement shall constitute the entire agreement of the parties regarding the subject matter hereof and shall supersede all prior or contemporaneous

agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written, between the parties, including any additional or different terms or conditions as may be set out in any order form or other document submitted by one party to the other.

13. Officials Not To Benefit. No elected official or employee of the County or the City shall be personally paid or personally receive directly or indirectly any share or part of this Agreement or any benefit that might arise therefrom.
14. Venue and Governing Law. Venue for any and all legal actions regarding the transactions covered herein shall lie in the District Court in and for the County of Jefferson, State of Colorado, and this Agreement shall be governed by the laws of the State of Colorado.
15. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if 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.

County: Rusty Hardy, Fleet Manager  
Jefferson County Sheriff's Office  
200 Jefferson County Parkway  
Golden, CO 80401

City: City Manager  
City of Edgewater  
2401 Sheridan Boulevard  
Edgewater, CO 80214

16. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld in the other party's sole and absolute discretion.
17. No Third-Party Beneficiaries. Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between the parties and is not intended to, and shall not be deemed to, confer rights upon any persons or entities not named as parties, limit in any way governmental immunity and other limited liability statutes for the protection of the parties, nor limit the powers and responsibilities of any other entity not a party hereto. Nothing contained herein shall be deemed to create a partnership or joint venture between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

STATE OF COLORADO  
JEFFERSON COUNTY

ATTEST: \_\_\_\_\_  
Deputy Clerk & Recorder

By \_\_\_\_\_  
\_\_\_\_\_, Chairman  
Board of County Commissioners

APPROVED AS TO FORM:

By \_\_\_\_\_  
\_\_\_\_\_  
Assistant County Attorney

***SIGNATURES CONTINUE ON NEXT PAGE***

CITY OF EDGEWATER, COLORADO

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Kris Teegardin, Mayor

ATTEST: \_\_\_\_\_  
Beth Hedberg, MMC, City Clerk

APPROVED AS TO FORM:

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Thad Renaud, City Attorney