

CITY OF ENGLEWOOD

**NOTICE OF APPROVAL
OF A BILL FOR AN ORDINANCE**

On the 3rd day of December 2018, the City Council of the City of Englewood, Colorado, approved on first reading the following Council Bill:

**BY AUTHORITY
COUNCIL BILL NO. 46
INTRODUCED BY
COUNCIL MEMBER WINK**

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD, COLORADO, AND THE CITY OF CHERRY HILLS VILLAGE, COLORADO, WHEREBY THE CITY OF ENGLEWOOD WILL PROVIDE THE CITY OF CHERRY HILLS VILLAGE WITH VEHICLE MAINTENANCE.

Copies of the aforesaid council bill are available for public inspection in the office of the City Clerk, City of Englewood, Civic Center, 1000 Englewood Parkway, Englewood, Colorado 80110 or it can be found at <http://www.engagewoodco.gov>, Government, Legal/Public Notices.

Published: December 5, 2018
Official Website of the
City of Englewood, Colorado



COUNCIL COMMUNICATION

TO: Mayor and Council
FROM: Maria DAndrea
DEPARTMENT: Public Works
DATE: December 3, 2018
SUBJECT: CB 46 - Approve an IGA with Cherry Hills Village for Vehicle Maintenance and Repair

DESCRIPTION:

CB 46 - Approve an IGA with Cherry Hills Village for Vehicle Maintenance and Repair

RECOMMENDATION:

Staff recommends that Council approve a bill for an Ordinance to approve an Intergovernmental Agreement with the City of Cherry Hills Village for vehicle maintenance and repair.

PREVIOUS COUNCIL ACTION:

On August 19, 2014, the Englewood City Council approved an Intergovernmental Agreement (IGA) with the City of Cherry Hills Village for vehicle maintenance and repair for the period of June 1, 2014, through May 31, 2015. The IGA provided for an initial one-year term with the option to extend the agreement for up to three additional one (1) year periods.

SUMMARY:

A new IGA has been developed and approved by the city of Cherry Hills Village which will run from October 17, 2018 through December 31, 2019, with three, one-year extensions. A new hourly rate of \$96.29 is being proposed. The IGA benefits both parties by providing combined services in a cost-effective manner.

ANALYSIS:

The city of Englewood began servicing the city of Cherry Hills Village's vehicles in 2002. Cherry Hills Village currently has approximately 64 vehicles being serviced. The existing IGA expired on May 31, 2018. A new IGA has been developed which will run from October 17, 2018 through December 31, 2019. Cherry Hills Village approved the IGA at their October 16, 2018 City Council meeting.

Staff has analyzed the costs of service and is recommending an increase in the hourly service rate from \$78.00 per hour to \$96.29 per hour. Current vehicle labor rates range from \$135 to \$155 per hour. So, while this is a substantial increase, the new rate is very competitive while still providing quality service. Any parts or outside vendor charges will continue to receive a 30% handling fee.

FINANCIAL IMPLICATIONS:

This change will generate revenue of approximately \$48,000 annually for Englewood and represents an anticipated increase of \$9,778.00 to Cherry Hills Village over their 2017 costs. Going forward, rates will be evaluated and adjusted annually, as appropriate.

ALTERNATIVES:

If Englewood chooses not to approve the IGA, the city of Cherry Hills Village will need to find alternate vehicle maintenance & repair services and Englewood would need to lay off at least one Fleet Technician.

CONCLUSION:

Staff recommends approving the Ordinance on first reading.

ATTACHMENTS:

Council Bill 46
Intergovernmental Agreement

BY AUTHORITY

ORDINANCE NO. _____
SERIES OF 2018

COUNCIL BILL NO. 46
INTRODUCED BY COUNCIL
MEMBER _____

A BILL FOR

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ENGLEWOOD, COLORADO, AND THE CITY OF CHERRY
HILLS VILLAGE, COLORADO, WHEREBY THE CITY OF ENGLEWOOD WILL
PROVIDE THE CITY OF CHERRY HILLS VILLAGE WITH VEHICLE
MAINTENANCE.**

WHEREAS, since 1992 the City of Englewood has serviced vehicles for other governmental entities;

WHEREAS, the City of Englewood and the City of Cherry Hills Village entered into an intergovernmental agreement whereby Englewood provided Cherry Hills Village with vehicle maintenance by the passage of Ordinance No. 9, Series of 2003 and Ordinance No. 21, Series of 2008;

WHEREAS, the City of Englewood and the City of Cherry Hills Village entered into an intergovernmental agreement whereby Englewood provided Cherry Hills Village with vehicle maintenance by the passage of Ordinance No. 48, Series of 2014;

WHEREAS, the Contract authorized the extension of the services for three additional one year periods to be negotiated by the City Manager or his designee;

WHEREAS, the City of Englewood and the City of Cherry Hills Village desire to continue such agreement whereby Englewood shall provide the City of Cherry Hills Village with maintenance of their vehicles; and

WHEREAS, the passage of this proposed Ordinance authorizes an Intergovernmental Agreement between Englewood and the City of Cherry Hills Village for maintenance of their vehicles for a one year period and includes a provision for an extension of services for three additional one year periods.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ENGLEWOOD, COLORADO, AS FOLLOWS:

Section 1. The intergovernmental agreement between the City of Cherry Hills Village, Colorado, and the City of Englewood, Colorado, for vehicle maintenance, attached as “Exhibit A”, is hereby accepted and approved by the Englewood City Council.

Section 2. The Mayor is authorized to execute and the City Clerk to attest and seal the Agreement for and on behalf of the City of Englewood, Colorado.

Section 3. The City Manager is authorized to negotiate and sign and the City Clerk to attest and seal any extensions of this Contract for three additional one year periods for and on behalf of the City of Englewood, Colorado;

Introduced, read in full, and passed on first reading on the 3rd day of December, 2018.

Published by Title as a Bill for an Ordinance in the City's official newspaper on the 6th day of December, 2018.

Published as a Bill for an Ordinance on the City's official website beginning on the 5th day of December, 2018 for thirty (30) days.

Linda Olson, Mayor

ATTEST:

Stephanie Carlile, City Clerk

I, Stephanie Carlile, City Clerk of the City of Englewood, Colorado, hereby certify that the above and foregoing is a true copy of the Bill for Ordinance introduced, read in full, and passed on first reading on the 3rd day of December, 2018.

Stephanie Carlile

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND CITY OF CHERRY HILLS VILLAGE FOR VEHICLE MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT, entered into this ____ day of _____ 2018 by and between the City of Englewood, whose address is 1000 Englewood Parkway, Englewood, Colorado 80110 and the City of Cherry Hills Village, whose address is 2450 East Quincy Avenue, Cherry Hills Village, Colorado 80110, collectively referred to as the "Parties".

WITNESSETH

WHEREAS, the Parties desire to have the City of Englewood continue to provide to the City of Cherry Hills Village vehicle maintenance for all of the vehicles currently, or in the future owned by, the City of Cherry Hills Village;

WHEREAS, as local governmental bodies, the Parties are authorized by the provisions of the Colorado Constitution, Article XIV, §18(2)(a) and Colorado Revised Statutes §§ 29-1-201, et seq., to contract with one another to provide any function, service or facility lawfully authorized to each; and

WHEREAS, the City of Englewood, by the passage of Ordinance No. 48, Series of 2014 and the City of Cherry Hills Village, by the adoption of the agreement on May 20, 2014, entered into an intergovernmental agreement whereby Englewood provided Cherry Hills Village with vehicle maintenance.

NOW, THEREFORE, IT IS AGREED by and between the City of Englewood and the City of Cherry Hills Village that:

1. Term and Termination. The City of Englewood will provide maintenance services beginning on October 17, 2018, and the Agreement shall terminate on December 31, 2019. Three additional one (1) year periods may be negotiated and extended by mutual written agreement between the City Manager of each Party or his or her designee.

Either Party to this Agreement may terminate the Agreement by giving to the other Party thirty (30) days' notice, in writing, with or without good cause shown. Upon delivery of such notice and upon expiration of the thirty (30) days, the City of Englewood shall discontinue all services in connection with the performance of this Agreement. As soon as practicable thereafter, the City of Englewood shall submit a final statement showing in detail the services performed and the costs thereof for such services that were performed under the Agreement to the date of termination. The City of Cherry Hills Village shall pay the City of Englewood promptly for those services rendered up to the date of termination.

2. Maintenance. The City of Englewood shall perform all necessary repairs and maintenance on City of Cherry Hills Village vehicles, to the satisfaction of the City of Cherry Hills Village. The City of Cherry Hills Village shall be responsible for transporting vehicles to and from the City of Englewood Service Center located at 2800 S. Platte River Drive, Englewood, CO 80110. The maintenance of City of Cherry Hills Village vehicles shall be performed by the City of Englewood pursuant to a maintenance schedule provided by the City of Cherry Hills Village, and approved by the City of Englewood. The maintenance shall include any and all work requested by the City of Cherry Hills Village as well as any work identified by the City of Englewood arising from an inspection of the vehicle. The City of Englewood shall not perform any additional work identified from any inspection of the vehicle unless and until approved by the City of Cherry Hills Village.

The City of Englewood shall repair and maintain City of Cherry Hills Village vehicles in a professional, workman like manner, and within the technical specifications required of the particular vehicle. All maintenance and repair work shall be completed in a timely manner. The City of Englewood shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its services as related to this Agreement.

3. Payment. Through and including December 31, 2018, the City of Cherry Hills Village shall pay the City of Englewood for such vehicle maintenance services the sum of seventy eight dollars (\$78.00) an hour , in addition to the cost to the City of Englewood of any parts or outside vendor charges plus a thirty percent (30%) handling fee. Starting on January 1, 2019, the City of Cherry Hills Village shall pay the City of Englewood the sum of ninety-six dollars and twenty-nine cents (\$96.29) per hour, in addition to the cost to the City of Englewood of any parts or outside vendor charges plus a thirty percent (30%) handling fee.

4. Amendments. This Agreement may not be amended or modified except by written agreement between the Parties.

5. Independent Contractors. The City of Englewood and City of Cherry Hills Village are independent contractors of the other, and neither their employees nor agents shall be considered an employee or agent of the other. The City of Englewood shall be responsible for employing and directing such personnel and agents as it requires to perform the services hereunder, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions. The City of Cherry Hills Village shall not be obliged to secure and shall not provide any personnel/employees insurance coverage or employment benefits of any kind or type to the City of Englewood, its employees, agents, representatives, or any other person performing duties on behalf of the Englewood under this Agreement, including but not limited to workers' compensation, unemployment benefits, dental, medical and life insurance, any and all benefit plans, and all other costs and expenses of employees, agents, representatives, or any other person performing duties under this Agreement.

6. Required Insurance. The City of Englewood shall procure and maintain the minimum coverages listed below. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the City of Englewood pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Said insurance shall include but not limited to:

A. Workers's Compensation. Insurance to cover obligations imposed by applicable laws for any employee of the City of Englewood engaged in the performance of work on City of Cherry Hills Village vehicles under this Agreement.

B. General Liability. Insurance with limits of liability not less than the limits of liability established from time to time by the Colorado Governmental Immunity Act, Part 1 of Article 10 of Title 24, C.R.S. ("Act"). The policy shall include coverage for bodily injury, broad form property damage (including complete operations), personal injury (including coverage for contractual and employee's acts), blanket contractual, products, and completed operations.

7. Assignment. Neither Party shall assign or transfer its interests in this Agreement to a third party without the express written permission of the other party.

8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives, successors and assigns. It is expressly understood and agreed that the enforcement of the terms and conditions of this Agreement, and all rights

of action relating to such enforcement, shall be strictly reserved to the Parties and nothing in this Agreement shall give or allow any claim or right of action whatsoever by any other person not a party to this Agreement. It is the express intention of this Agreement that any entity other than the Parties, including any entity that receives services or benefits as a result of this Agreement, shall be an incidental beneficiary only.

9. Governmental Immunity. No portion of this Agreement shall be deemed to constitute a waiver of any immunities the Party's or their officers or employees may possess, nor shall any portion of this Agreement be deemed to have created a duty of care which did not previously exist with respect to any person not a party to this Agreement.

10. Governing Law. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any proceedings under this Agreement shall be brought in Arapahoe County.

11. Notices. All notices and communications under this Agreement shall be mailed or delivered to the City of Englewood to the following:

Director of Public Works
City of Englewood
1000 Englewood Parkway
Englewood, Colorado 80110

and to the City of Cherry Hills Village:

Director of Public Works
City of Cherry Hills Village
2450 East Quincy Avenue
Cherry Hills Village, Colorado 80110

12. Article X, Section 20 (TABOR). The parties understand and acknowledge that the Parties are subject to Article X, §20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the Parties are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the Parties' current fiscal period ending upon the next succeeding December 31. Financial obligations of the Parties payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the Parties, and other applicable law.

13. Third Parties. This Agreement does not, and shall not be deemed or construed to, confer upon or grant to any third party any right to claim damages or to bring suit, action or other proceeding against either Party because of any breach hereof, or because of any of the terms, covenants, agreements and conditions herein.

14. Counterparts, Electronic Disposition. This Agreement may be executed in counterparts, using manual, electronic or facsimile signatures, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

ATTEST:

CITY OF ENGLEWOOD

Stephanie Carlile, City Clerk

Linda Olson, Mayor

ATTEST:

CITY OF CHERRY HILLS VILLAGE

Laura Gillespie, City Clerk

Laura Christman, Mayor