

**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. 47  
INTRODUCED BY  
COUNCIL MEMBER WINK**

A BILL FOR AN ORDINANCE  
APPROVING AN  
INTERGOVERNMENTAL  
AGREEMENT BETWEEN THE CITY  
OF ENGLEWOOD, COLORADO, AND  
THE CITY OF SHERIDAN,  
COLORADO, WHEREBY THE CITY OF  
ENGLEWOOD WILL PROVIDE THE  
CITY OF SHERIDAN 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 47 - Approve an IGA with the City of Sheridan for Vehicle Maintenance and Repair

---

**DESCRIPTION:**

CB 47 - Approve an IGA with the City of Sheridan 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 Sheridan for vehicle maintenance and repair.

**PREVIOUS COUNCIL ACTION:**

On August 8, 2014, the Englewood City Council approved an Intergovernmental Agreement (IGA) with the City of Sheridan 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 Sheridan which will run from June 1, 2018 through May 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 Sheridan's vehicles in 2005. Sheridan currently has approximately 41 vehicles, of which 15 are police vehicles. The existing IGA expired on May 31, 2018. A new IGA has been developed which will run from June 1, 2018 through May 31, 2019. Sheridan approved the IGA at their August 27, 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 \$58,000 annually for Englewood and represents an anticipated increase of \$7,848.00 to Sheridan 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 Sheridan 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 47

Intergovernmental Agreement

BY AUTHORITY

ORDINANCE NO. \_\_\_\_\_  
SERIES OF 2018

COUNCIL BILL NO. 47  
INTRODUCED BY COUNCIL  
MEMBER \_\_\_\_\_

**A BILL FOR**

**AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF ENGLEWOOD, COLORADO, AND THE CITY OF  
SHERIDAN, COLORADO, WHEREBY THE CITY OF ENGLEWOOD WILL PROVIDE  
THE CITY OF SHERIDAN 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 Sheridan entered into an intergovernmental agreement whereby Englewood provided Sheridan with vehicle maintenance by the passage of Ordinance No. 3, Series of 2004/2005 and Ordinance No. 10, Series of 2010;

WHEREAS, the City of Englewood and the City of Sheridan entered into an intergovernmental agreement whereby Englewood provided Sheridan with vehicle maintenance by the passage of Ordinance No. 49, 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 Sheridan desire to continue such agreement whereby Englewood shall provide the City of Sheridan with maintenance of their vehicles; and

WHEREAS, the passage of this proposed Ordinance authorizes an Intergovernmental Agreement between Englewood and the City of Sheridan 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 Sheridan, 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 intergovernmental 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 3<sup>rd</sup> day of December, 2018.

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

Published as a Bill for an Ordinance on the City's official website beginning on the 5<sup>th</sup> 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 3<sup>rd</sup> day of December, 2018.

---

Stephanie Carlile

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ENGLEWOOD AND CITY OF SHERIDAN FOR VEHICLE MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT, ("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 Sheridan, whose address is 4101 South Federal Boulevard, Sheridan, Colorado 80110, collectively referred to as the ("Party's or Parties").

WITNESSETH

WHEREAS, the Party's desire to have the City of Englewood provide to the City of Sheridan vehicle maintenance for all of the vehicles currently, or in the future owned by, the City of Sheridan; and

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 intergovernmental agreement expired on May 31, 2018 and the Parties realizing the agreement was beneficial to both desire to continue its terms and conditions; and

WHEREAS, the City of Englewood and the City of Sheridan, entered into an intergovernmental agreement whereby Englewood provided Sheridan with vehicle maintenance by the passage of City of Englewood Ordinance No. 49, Series of 2014.

NOW, THEREFORE, IT IS AGREED by and between the City of Englewood and the City of Sheridan that:

1. Term and Termination. The City of Englewood will provide vehicle maintenance services for the City of Sheridan beginning on June 1, 2018, and the Agreement shall terminate on May 31, 2019. The Agreement shall, unless terminated as provided herein, automatically renew for up to three additional one year terms.

Either Party to this Agreement may terminate the Agreement by giving to the other Party thirty (30) days' notice, in writing, with or without 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 Sheridan shall then 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 on City of Sheridan vehicles, to the satisfaction of the City of Sheridan, and the City of Sheridan shall pay to the City of Englewood for such services 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.

The maintenance of City of Sheridan vehicles shall be performed by the City of Englewood pursuant to a maintenance schedule provided by the City of Sheridan, and approved by the City of Englewood. The maintenance shall include any and all work requested by the City of Sheridan as well as any work identified by the City of Englewood arising from an inspection of the vehicle. Additional work identified from any inspection of the vehicle shall not be performed until approved by the City of Sheridan.

The City of Englewood shall maintain City of Sheridan vehicles in a professional, workman like manner, and within the technical specifications of the particular vehicle. All 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.

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20 and the Parties obligations under this Agreement are subject to the annual appropriation by the Parties City Councils and any failure of a City Council to annually appropriate adequate monies to finance a Parties' obligations under this Agreement shall terminate the Agreement upon the expenditure of the appropriated funds.

3. Amendments. This Agreement constitutes the entire understanding of the Parties and supersedes all prior agreements regarding the subject matter and may not be amended or modified except by written agreement executed by the Parties.

4. Independent Contractors. The City of Englewood shall at all times control the means and manner by which it performs its work and duties and all its act shall be that of an independent contractor and not an employee of the City of Sheridan.

5. 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.

6. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their 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.

7. Governmental Immunity. The Parties hereto understand and agree that each is relying upon and do not waive or intend to waive by any provision of this Agreement the monetary limitations or any other right, immunities and protections provided by both the Colorado Governmental Immunity Act C.R.S. §§ 24-10-101 et. seq., as same may be amended from time to time.

8. 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 District Court.

9. 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 Sheridan:

Randy Mourning, Director of Public Works  
City of Sheridan  
4101 South Federal Boulevard  
Sheridan, Colorado 80110

10. 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.

11. Severability. If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void, or enforceable the remaining provisions of this Agreement shall be binding upon the Parties.

12. No Waiver. Delays in enforcement or the waiver or any or more defaults or breaches of the Agreement by either Party shall not constitute a waiver of any other term or obligation of this 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

\_\_\_\_\_  
, Mayor

ATTEST:

CITY OF SHERIDAN

\_\_\_\_\_  
Arlene Sagee, City Clerk

\_\_\_\_\_  
Para Beiter-Fluhr, Mayor

