

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND**

FOR FIRE AND EMERGENCY MEDICAL SERVICE MOTOR VEHICLE REPAIRS

This Intergovernmental Agreement (the "Agreement") is entered into this ____ day of ____ 2021, (the "Effective Date"), by and between the Town of Castle Rock, a home rule municipal corporation, acting by and through the Fire and Rescue Department (the "Town"), whose address is 100 Wilcox Street, Castle Rock, Colorado, and _____ (the "Owner"), a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is _____ . The Town and the Owner are each referred to herein as "Party" and collectively as "Parties".

RECITALS

WHEREAS, the Parties are authorized by Colorado law to cooperate and enter into Intergovernmental Agreements pursuant to Section 18(2) of Article XIV of the Colorado Constitution and C.R.S § 29-1-203; and

WHEREAS, the Town's Public Safety Training Facility, located at 304 Malibu St., Castle Rock, Colorado, has vehicle repair facilities ("Service Facility"); and

WHEREAS, the Town is willing and able to provide motor vehicle maintenance and repair services to other governmental agencies as more particularly described in this Agreement and listed in the fee schedule attached as *Exhibit 1*; and

WHEREAS, Owner has need of motor vehicle maintenance and repair services on its vehicles and wishes to engage the Town's services; and

WHEREAS, the Parties desire to coordinate and express their agreement regarding motor vehicle maintenance services provided by the Town.

COVENANTS AND AGREEMENTS

1. **Services.** The Town shall provide to Owner the following services to Owner's motor vehicles, as requested by Owner, at or out of the Service Facility:
 - a. Perform repairs of motor, drive train, pump, and body of motor vehicles, which in the opinion of the Town Fire Department Division Chief of Logistics may be completed cost effectively at the Service Facility, subject to consultation with and prior consent of Owner's Representative;
 - b. Prepare and provide to Owner written estimates of the total cost of repairs; such written estimate may be communicated orally to the Owner's Representative and such oral communication (date, time, manner of consent, telephone number called and the name of the person giving consent) shall be noted on the invoice;

- c. Coordinate and perform preventive maintenance;
 - d. Order parts necessary for repairs and maintenance;
 - e. Arrange for and coordinate repairs through third-party facilities, subject to consultation with and prior consent of Owner's Representative;
 - f. Inspect and verify repairs performed by third-party facilities;
 - g. Coordinate and perform tire replacement;
 - h. Provide to Owner after-hours repair response for out-of-service vehicles and, if necessary, arrange for towing services;
 - i. Prepare and provide to Owner work orders with description of work performed and parts provided;
 - j. Prepare and provide to Owner a monthly invoice for services provided; and
 - k. Prepare and provide to Owner quarterly reports, for each vehicle, of repairs and maintenance performed, status of preventive maintenance, parts used, pending problems, and down time for repair and maintenance.
2. **Optional Services.** In addition, upon specific request, the Town shall provide to Owner the following optional services:
- a. Arrange for group aerial testing;
 - b. Conduct annual apparatus service tests; and
 - c. Provide consultation services for specification of new or refurbished equipment for an apparatus.
3. **Responsibilities.** Owner shall fulfill the following responsibilities:
- a. Designate in writing a representative through whom all communications between the Town and the Owner concerning vehicle maintenance and repair shall be directed, and who will have Owner's authority to consent orally and in writing to repairs, as provided in this Agreement;
 - b. Arrange for necessary personnel and deliver vehicles to the Town for service and repair at scheduled times;
 - c. Provide to the Town, not later than 60 days prior to the beginning of each calendar quarter, or at such other time as agreed, reports of required preventive maintenance

for each vehicle; and

d. Payment and Invoicing:

- i. Pay invoices, upon receipt, according to the attached schedule of charges (*Exhibit 1*);
- ii. Owner acknowledges responsibility for payment for all services rendered under this Agreement. Any warranty on work performed shall be through a third party manufacturer. The Town does not warrant any work performed under this Agreement. Payment for warranty work should be arranged with the manufacturer before commencement of services. In the event payment for warranty work is denied by vehicle manufacturer for any reason, Owner shall be responsible for payment for warranty services rendered hereunder.

di. In the event Owner fails to pay an invoice within thirty (30) days of its date, then Owner shall pay interest on the unpaid balance at the rate of 18 percent per annum from the date of invoice.

4. **Term and Renewal of Agreement.** The term of this Agreement shall commence _____ and expire December 31, 2021. This Agreement may be renewed by the parties under the same terms and conditions for up to two additional one-year terms. The renewal shall be effected upon the execution of the Renewal Agreement in the form attached as *Exhibit 2*, which, if applicable shall update the fee/rate schedule. The Renewal Agreement must be fully executed prior to the December 31st expiration.

The Town shall have the right to terminate this Agreement at any time with 10 days' written notice to Owner by providing written notice to Owner of termination. The Town's only obligation in the event of termination shall be payment of fees and expenses incurred up to and including the effective date of termination.

Services initiated before the expiration of this Agreement shall survive expiration of this Agreement and shall be completed pursuant to the terms of this Agreement unless Town gives Owner notice of termination of the service.

5. **Waiver.** Except as provided in this Agreement, if applicable, Owner waives his rights under the provisions of the Motor Vehicle Repair Act of 1977 (Section 42-9-101 et seq., C.R.S.) and of the Motor Vehicle Repair Act of 1977 (Section 42-11-101 et seq., C.R.S.).
6. **Termination.** This Agreement may be terminated by either Party upon 90 days' prior written notice of intent to terminate. The Town's obligations to complete any service in progress and the Owner's obligations to provide written consents to such service and pay for any services provided or commenced prior to the effective date of termination shall survive termination.

7. **Default/Remedies.** If either party fails to perform in accordance with the terms, covenants and conditions of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default and the defaulting party will have 15 days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such 15-day period and the defaulting party gives written notice to the non-defaulting party within such 15-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the 15-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under the Agreement is not cured as described above, the non-defaulting party will have the right to pursue all available legal or equitable remedies.
8. **Entire Agreement and Amendment.** This Agreement represents the entire agreement of the parties and may not be amended except by a writing referencing this Agreement and signed by both Parties. All prior discussions, representations and understandings of the Parties pertaining to this subject matter are hereby merged into this Agreement.
9. **Authority.** These Parties represent that the individuals signing this Agreement on behalf of the Parties are fully authorized by their respective governing bodies, in compliance with the laws of the State of Colorado, to enter into this Agreement.
10. **Assignment.** This Agreement shall not be assigned in whole or in part by the Town without the prior written consent of Owner. Consent to one assignment shall not be deemed to be consent to any subsequent assignment nor the waiver of any right to consent to such subsequent assignment.
11. **Governing Law and Venue.** This Agreement shall be governed and construed under the laws of the State of Colorado. Should it be necessary to initiate court proceedings concerning this Agreement, the Parties agree that venue shall be in the District Court for Douglas County, Colorado.
12. **Severability.** If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.
13. **Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the Town or the Owner, their respective officials, employees, contractors, or agents, or any other person acting on behalf of the Town or Owner and, in particular, governmental immunity afforded or available to the Town or Owner pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.
14. **No Third Parties.** It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to Owner and the Town, and nothing contained in this

Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of Owner and the Town that any person other than Owner or the Town receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

- 15. **Counterparts.** This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the Effective Date.

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David. L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Norris Croom, Fire Chief

OWNER:

By: _____

Its: _____

ATTEST:

Approved as to form:

By: _____

By: _____

Its: _____

Its: _____

GZJ IDK'3''HGG'UEJ GF VNG

Castle Rock Fire & Rescue
Logistics Division
Fee Schedule 8.13.20

CHARGES

Basic Shop Rates	
Labor Rate	\$150.00 / hour
Overtime Labor Rate	\$225.00 / hour
Holiday Labor Rate	\$300.00 / hour
Parts	Cost + 30%
Sublet Repairs	Cost + 30%
Acquisition Fee	\$56.00 per hour
Consultation Fee	\$56.00 per hour
Road Service Charges	
During Work Hours	\$150.00 / hour + Travel if over 50 miles
After Work Hours (2 Hour Minimum)	\$225.00 / hour + Travel if over 50 miles
Holiday Hours (2 Hour Minimum)	\$300.00 / hour + Travel if over 50 miles
Travel Charge – Over 50 miles	\$2.50 / mile
Preventative Maintenance Service	
Medic	\$600.00 + Parts + EPA
Pumper	\$900.00 + Parts + EPA
Aerial Chassis and Ladder	\$1,800.00 + Parts + EPA
Aerial Inspection – Hour Based	\$1,102.00 + Parts
Annual and Acceptance Testing	
Annual Pump Test	\$735.00
Annual Aerial Test	\$1,102.00
Pump Acceptance Test	\$1,102.00
Apparatus Weighing	Sublet Cost + 30% + \$150.00 / hour
Acceleration and Braking Test	\$150.00 / hour
Low Voltage Test	\$150.00 / hour
Line Voltage Test	\$150.00 / hour
Other Shop Fees and Services	
EPA Charge (Each service / major repair)	\$50.00
Pump Testing – Trailer/Station Rental	\$75.00 / hour or \$350.00 / day
Shop Supply Surcharge	\$50.00

NOTES

1. All annual testing, preventative maintenance, and repairs are performed as per NFPA 1911 *Standard for the Inspection, Maintenance, Testing, and Retirement of In-service Automotive Fire Apparatus*, 2007 edition.
2. Pump acceptance testing is performed as per NFPA 1901 *Standard for Automotive Fire Apparatus*, 2008 Edition.
3. No charge on returns due to warranty as related to poor workmanship or additional service performed for the same or related problem within a reasonable time. Warranty due to vendor or manufacturer parts failures or defects are subject to standard shop labor charges.
4. Owner's specialty tools may be 'loaned' to Castle Rock Fire for use on specialized apparatus repairs. Tools will be used, maintained and/or replaced by Castle Rock Fire. Specialty tools will remain Owner's property and shall be returned in the event that the contract should be terminated.
5. Work performed on an overtime basis must be by prior agreement of both parties.
6. Rates and Fees are subject to change at any time as deemed appropriate by Castle Rock Fire with 30 days written notice to Owners.

EXEMPLAR – NOT FOR EXECUTION

EXHIBIT 2

**RENEWAL OF
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF CASTLE ROCK AND**

FOR FIRE AND EMERGENCY MEDICAL SERVICE MOTOR VEHICLE REPAIRS

DATE: _____.

PARTIES: **TOWN OF CASTLE ROCK**, a Colorado municipal corporation, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (Town).

CLICK OR TAP HERE TO ENTER TEXT., Click or tap here to enter text., Click or tap here to enter text. (“Owner”).

RECITALS:

A. The Town and Owner are parties to the Intergovernmental Agreement Between the Town of Castle Rock and _____ For Fire and Emergency Medical Service Motor Vehicle Repairs, attached as *Exhibit A* (the “Agreement”).

B. Pursuant to Section 4 of the Agreement, the parties may renew the Agreement under the same terms and conditions for an additional one-year term.

C. The parties desire to amend the Agreement to _____ and extend the term of the Agreement for an additional one-year term, expiring on December 31, 20__.

TERMS:

Section 1. Renewal of Agreement. Upon execution of this Renewal Agreement, the term of the Agreement be extended to December 31, 20__.

Section 2. Amendment. The rate and fee schedules set forth *Exhibit 1* of the Agreement is amended and replaced with the attached *Exhibit B-(RENEWAL YEAR)*.

Section 3. Remaining Terms. All other terms and conditions set forth in the Agreement shall remain in full force and effect, including the rights for early termination.

(SIGNATURE PAGE TO FOLLOW)

ATTEST:

TOWN OF CASTLE ROCK

Lisa Anderson, Town Clerk

David L. Corliss, Town Manager

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

Norris Croom, Fire Chief

OWNER:

By: _____

Its: _____

EXEMPLAR – NOT FOR EXECUTION