



# COUNCIL ACTION FORM

<b>DEPARTMENT</b> Administration	<b>PRESENTED BY</b> Christy Doon - City Administrator	<b>DATE</b> April 16, 2024
-------------------------------------	--	-------------------------------

## **ITEM**

Resolution 2024-28, A Resolution of the City Council of the City of Salida, Colorado Approving the Amended Interstate Parking Servies Agreement with Interstate Parking Management

## **BACKGROUND**

Ordinance 2024 – 2 was approved by City Council on February 6, 2024, entering into an agreement with Interstate Parking to provide for comprehensive parking management services in Salida. Since the approval of that agreement, staff has been working with Interstate Parking to identify specific areas of concerns and needs in the community, a parking task force has been established to assist in the process and additional community conversations have taken place.

Throughout these conversations, the need for parking compliance has remained a top priority. Currently, the city has established parking zones with time limits which are inconsistently enforced. A second need is for a better understanding of how the downtown parking areas are used, by whom and when. Gathering this information will assist the community in identifying future parking asset or improvement needs.

Interstate Parking has agreed to amend the current contract to help the city address the two most pressing needs – data analytics and compliance. Through the amended contract, Interstate Parking will hire one person to ensure parking compliance four (4) days per week May 15, 2024 until September 15, 2024 and collect parking data analytics for the same time frame.

## **FISCAL NOTE**

The cost for services is \$45,000.

## **STAFF RECOMMENDATION**

Staff recommends Council approve Resolution 2024-28.

## **SUGGESTED MOTION**

A City Councilmember should state, "I move to approve Resolution 2024-28, A Resolution of the City Council of the City of Salida, Colorado Approving the Amended Interstate Parking Servies Agreement with Interstate Parking Management" followed by a second and a roll call vote.

**CITY OF SALIDA, COLORADO**  
**RESOLUTION NO. 28**  
**(Series of 2024)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, APPROVING THE AMENDED INTERSTATE PARKING SERVICES AGREEMENT WITH INTERSTATE PARKING MANGEMENT**

**WHEREAS**, the City of Salida, Colorado (“City”) is a statutory city, duly organized and existing under the laws of the State of Colorado; and

**WHEREAS**, parking enforcement has been an issue in the City for some time so in order to address some concerns, the Salida City Council (“Council”) passed Ordinance Series 2024, Number 2 to approve a contract with Interstate Parking to assist with parking enforcement; and

**WHEREAS**, from time to time it becomes necessary to amend previously agreed upon contracts; and

**WHEREAS**, pursuant to Part 19 of the Agreement with Interstate Parking, the Agreement may not be amended except in a written document; and

**WHEREAS**, this Resolution constitutes the formal action necessary to amend the existing Agreement with Interstate Parking; and

**WHEREAS**, the Council approves the execution of the Modified Services Agreement between the City and Interstate Parking Management, attached hereto as **Exhibit A**.

NOW, THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALIDA, COLORADO, THAT:

**Section 1.** The Salida City Council incorporates the foregoing recitals as its conclusions, facts, determinations and findings.

**Section 2.** The Salida City Council hereby approves the City to amend the Amended Services Agreement, attached hereto as **Exhibit A**.

**Section 3.** The Salida City Council hereby approves and authorizes the City to enter into the Amended Services Agreement, attached hereto as **Exhibit A**.

**RESOLVED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

CITY OF SALIDA

By: \_\_\_\_\_

Dan Shore, Mayor

[SEAL]

ATTEST: \_\_\_\_\_

City Clerk/Deputy City Clerk

**Exhibit A**

**Amended Services Agreement between the City of Salida and Interstate Parking Services**

**CITY OF SALIDA  
INDEPENDENT CONTRACTOR SERVICES AGREEMENT**

THIS AGREEMENT FOR INDEPENDENT CONTRACTOR SERVICES (“Agreement”) is made and entered into this 16th day of April, 2024 by and between the CITY OF SALIDA, COLORADO, a Colorado municipal corporation (“City”), and Interstate Parking Company of Colorado LLC (“Contractor”), whose address is 1610 Wynkoop Street, Suite 600, Denver, Colorado 80202.

WHEREAS, the City desires that Contractor perform the Services of collecting data analytics related to parking within the City parking compliance services as an independent contractor, in accordance with the provisions of this Agreement, and more fully described in **Section 1** of this Agreement; and

WHEREAS, Contractor is customarily engaged in an independent trade, occupation, profession, or business related to the services to be provided pursuant to this Agreement, and is ready, qualified, willing, and able to provide such services to the City; and

WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the services in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The City agrees to retain Contractor to provide the services set forth herein, further specified as collection of parking data analytics for the summer within the City and the hiring of one (1) person to ensure parking compliance four (4) days per week, as mutually agreed upon, and during posted parking restricted times and in parking restricted areas from May 15, 2024 until September 15, 2024 (“Services”), and Contractor agrees to so serve. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein.

All equipment, tools, materials and supplies required for the performance of services under this Agreement shall be furnished by the Contractor.

2. Compensation. The City agrees to compensate Contractor \$45,000.00. The Parties further agree that there shall be no further expense paid by the City to the Contractor including, but not limited to, no revenue sharing, no fee splitting, and no parking fees. The City shall make payment within thirty (30) days of the execution of this Agreement.

3. Term. The provision of services under this Agreement shall commence on April 16, 2024 (the “Effective Date”) and will terminate on December 31, 2024 (cumulatively, the

“Term”); unless terminated pursuant to Section 8 of this Agreement; provided, however, under no circumstances will the Term exceed the end of the current year. The Contractor understands and agrees that the City has no obligation to extend this Agreement’s Term or contract for the provision of any future services and makes no warranties or representations otherwise.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be pre-approved by the City. A rate sheet for each sub-contractor shall be provided to the City.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and shall not be considered an employee, agent, or servant of the City for any purpose. Contractor is not entitled to workers’ compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement. The parties further agree and understand that as an independent contractor, Contractor does not receive the protections of the Colorado Government Immunity Act, that the Contractor is responsible for their own liability insurance, and that the City’s insurance coverage does not extend to independent contractors or to the Contractor.

6. Insurance Requirements. Contractor shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, damages to property, or death arising out of the performance of the Services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of Contractor hereunder.

7. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the City, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney’s fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any negligent act or error and omission or other tortious conduct of Contractor, its officers, subcontractors, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

8. Termination. The City or the Contractor may terminate this Agreement at any time by providing a minimum thirty (30) calendar days’ written notice to the other party. If the parties have mutually determined that the work has become infeasible, the parties agree to terminate the Agreement in accordance with this Section. In the event this Agreement is terminated, the Contractor shall be compensated for all work performed to date based on estimated percentage of completion, including the percentage of any and all work items begun but not completed.

9. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

10. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue for any action instituted pursuant to this Agreement shall be in the County of Chaffee, State of Colorado.

11. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

12. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et seq.*

13. Assignability. Contractor shall not assign this Agreement without the City’s prior written consent.

14. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

15. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

17. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Notices. Any written notices required to be given under this Agreement shall be delivered as follows:

To the City:	City Administrator City of Salida 448 E. First Street, Suite 112 Salida, Colorado 81201 (719)-539-4555
With a copy to:	Nina P. Williams, City Attorney Wilson Williams Fellman Dittman 1314 Main Street, Suite 100 Louisville, Colorado 80027
To the Contractor:	Interstate Parking Company of Colorado LLC Attn: Gareth James Lloyd 1610 Wynkoop Street, Suite 600 Denver, Colorado 80202 (720) 646-0261 <a href="mailto:Glloyd@interstateparking.com">Glloyd@interstateparking.com</a>

With a copy to:

Interstate Parking Company of Colorado LLC  
Attn: Tony Janowiec  
710 N. Plankinton Avenue, Suite 700  
Milwaukee, WI 53203  
(414) 274-2861  
tjanowiec@interstateparking.com

18. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

19. Attorneys' Fees. Should this Agreement become the subject of litigation between the City and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF SALIDA, COLORADO

By: \_\_\_\_\_  
Christy Doon, City Administrator

CONTRACTOR:

By: Interstate Parking of Colorado LLC  
Gareth James Lloyd  
President and Operating Partner