

**VEHICLE MAINTENANCE
INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) providing for vehicle maintenance is made and entered into on the date set forth below, by and between the Northeast Teller County Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado, organized pursuant to Article 1, Title 32, C.R.S. (“District”), and the Green Mountain Falls/Chipita Park Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Owner”), each of which is referred to herein individually as “Party” and collectively as “Parties”.

RECITALS

A. Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado and Part 2, Article 1, Title 29, C.R.S., encourage and authorize intergovernmental agreements; and

B. Section 29-1-203, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

C. The Parties are each lawfully authorized to establish, operate and provide a service, maintenance and repair center for their motor vehicles (“Vehicle Maintenance Services”); and

D. The Parties desire to enter an agreement by which District will provide Vehicle Maintenance Services to Owner.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

I. Vehicle Maintenance Services. As of 11 March 2022, the District shall provide Owner with the following Vehicle Maintenance Services:

A. Repair Estimates. Prior to commencing any repairs in-house or referring such repairs to an outside third party, the manager of the Service Facility (“Manager”) shall prepare and provide to Owner a written estimate of the total cost of repairs, including a description of the nature of the repairs; such written estimate may be communicated orally to the Owner and such oral communication shall be noted on the invoice.

B. In-Shop Repairs. District shall perform in-shop repairs of motor, drive train, pump, body, etc., which in the opinion of the Manager may be completed cost effectively at the Service Facility, subject to consultation with and prior consent of the Owner.

C. Preventative Maintenance. District shall perform routine preventative maintenance on Owner's vehicles according to an agreed upon schedule by and between the Parties.

D. Parts Ordering. Upon receipt of consent from the Owner to complete necessary repairs or maintenance, the Manager shall order any necessary parts to complete such repairs or maintenance from a reputable dealer or manufacturer. The selection of such dealer or manufacturer shall be at the sole discretion of the Manager.

E. Referrals for Complex Repairs. In the event the necessary maintenance or repair is beyond the scope and abilities of the personnel of the Service Facility, upon the consent of the Owner, the Manager shall locate a suitable service provider and provide Owner with a written referral to such other service provider.

F. Inspection of Third-Party Repairs. At the request of the Owner, District agrees to inspect the work of any third party service provider to whom the Manager may have referred the work. The consulting fee rate set forth in Exhibit A shall be assessed to cover such inspections.

G. Hours of Service. All Vehicle Maintenance Services shall be provided during the regularly scheduled work hours Monday through Friday 8-5 of the Service Facility Manager, unless otherwise agreed by the Parties and for additional compensation.

H. Off-Site Response. To the extent that the District has personnel and equipment available, as determined by the Manager, upon Operator's request, the District will respond to the location of a stranded Operator vehicle and provide maintenance or repair service. See rates set forth in Exhibit A for road service

II. District Services. District maintains an inventory of tools, equipment and parts to perform regular services contemplated under this Agreement. District shall provide such other services or functions reasonably related to motor vehicle service, maintenance and repair as they may be reasonably requested by Owner. To the extent tools, equipment or parts not maintained by the District are needed to provide services to Owner, the District will acquire the same at Owner's cost, or the Owner shall make such tools, equipment or parts available for the District's use. Owner acknowledges that District provides Vehicle Maintenance Services to other entities and such services are

provided to such other entities on similar terms and conditions. No entity receiving Vehicle Maintenance Services shall be given priority over any other entity paying for such services.

III. Vehicle Maintenance Services Cost. Charges to Owner for Vehicle Maintenance Services shall consist of three components and no others: (1) an hourly shop labor rate, which shall be determined annually by District; (2) a charge for parts and supplies; and (3) costs of outsourcing.

A. Hourly Rate. An hourly rate shall be charged to Owner for each vehicle serviced to pay for costs associated with providing the Vehicle Maintenance Services. During the first calendar year of operation, the hourly rates shall be as set forth in Exhibit A. In subsequent years, the District reserves the right to amend the rates set forth in Exhibit A. Notwithstanding any other provision to the contrary contained herein, the hourly rate charged to Owner shall be equal to the rate charged by District to any other entity for which District provides Vehicle Maintenance Services.

B. Costs of Parts. The costs of parts and supplies provided by District for Owner vehicles shall be paid by Owner. The costs of parts to Owner shall be at the rate set forth in Exhibit A. If Owner provides necessary parts there will be no parts charge by the District.

C. Outsourcing. The costs associated with any outsourced work shall be billed directly to the Owner, plus a consulting fee, as set forth in Exhibit A, shall be assessed by District to cover time expended to assess the need for outsourcing and locating a third-party capable of skillfully completing the necessary repairs. Such consulting fee shall be included in the monthly invoices as a separate line item.

D. Payments. The Manager shall prepare and provide monthly invoices to Owner for the Vehicle Maintenance Services completed by District and use best efforts to invoice services within thirty (30) days of completion. Payments shall be due within one month of the receipt of the invoice. Any payment required under this Agreement that is not paid when due shall accrue interest in the amount of ten percent (10%) per month until paid. Owner shall be responsible for paying for all services rendered including paying for warranty work that the warranty provider refuses to cover.

IV. Owner's Responsibilities. To facilitate the District providing the Vehicle Maintenance Services, Owner shall:

A. Designate in writing Owner's representative, through whom all communications between the District and the Owner shall be directed, and who

will have Owner's authorization to request and consent to Vehicle Maintenance Services. Chief Steve Murphy is designated as Owner's initial representative.

B. Arrange for necessary personnel and deliver vehicles to the District for Vehicle Maintenance Services, as scheduled with the Service Facility Manager.

V. Defective Service. In the event that any Vehicle Maintenance Services provided by District are defective, District shall promptly provide proper Vehicle Maintenance Services, and the provision of proper Vehicle Maintenance Services shall be the exclusive remedy available to Owner for said defective Vehicle Maintenance Services. District shall not be liable for consequential or third party damages resulting from its provision of defective Vehicle Maintenance Services or for any defective service provided by a third party. The Parties agree that the provisions of the Motor Vehicle Repair Act of 1977, Sections 42-9-101, et seq., C.R.S., do not apply to Vehicle Maintenance Services provided under this Agreement.

VI. Term and Termination.

A. Term. This Agreement shall become effective when it has been duly executed by both Parties. The term of this Agreement shall be unlimited, and shall extend until terminated as provided herein.

B. Termination. Either Party may terminate this Agreement by providing written notice to the other Party. The terminating party shall provide the other party at least thirty (30) days' notice of termination. Upon termination, Owner shall pay all invoices for Vehicle Maintenance Services provided by District, and the Parties shall have no other obligations pursuant to this Agreement.

VII. Amendment to Rates, Fees and Charges. The District reserves the right to periodically adjust the rates, fees and charges for services set forth on Exhibit A attached hereto, based upon a market analysis of rates, fees and charges for similar services. An adjustment to any of the rates, fees or charges will not require a written amendment to this Agreement. Upon any adjustment to any of the rates, fees or charges, the District shall provide the new rate schedule to the Owner's representative prior to District providing any additional services set forth herein.

VIII. Notices. Any formal notice, demand or request provided for in this Agreement shall be in writing and shall be deemed properly served, given or made if delivered in person, by facsimile, or sent by registered or certified mail, postage prepaid to the Parties at the addresses as set forth on each signature page attached hereto, unless notice of such other address is provided as set forth in this paragraph.

IX. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this Agreement.

X. Indemnification of District. Owner shall be solely responsible for the actions of its agents and employees while on District property, and, to the extent permitted by law, shall hold District harmless from and indemnify District from any liability for theft or damage to Owner's vehicles, equipment or apparatus, except as caused by District's agents, employees and invitees, and for all injury to persons or property caused by Owner's agents and employees.

XI. Indemnification of Owner. District shall be solely responsible for the actions of its agents, employees and invitees while performing services under this Agreement, and, to the extent permitted by law, shall hold Owner harmless from and indemnify Owner from any liability for theft or damage to District's vehicles, equipment, apparatus, or the Service Facility, except as caused by Owner's agents and employees, and for all injury to persons or property caused by District's agents, employees and invitees.

XII. Non-appropriation. This Agreement is not intended Notwithstanding anything in this Agreement to the contrary, this Agreement is specifically subject to annual appropriation of sufficient funds to pay for the services to be provided and the obligations incurred as provided by this Agreement.

XIII. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any Party or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application of its terms, covenants or conditions to such Party or circumstances shall not be affected thereby.

XIV. Entire Agreement. This Agreement represents the entire agreement of the Parties and it shall be amended only by written document approved by formal action of and signed by the governing bodies of the Parties; provided, however, that such amendment will not affect outstanding financial obligations of the Parties unless provision for full satisfaction of such obligations, by escrow or otherwise, has been made.


XV. Execution. This Agreement may be executed in counterparts but shall not become effective or be binding upon either Party until each Party has executed the document.

WITNESS WHEREOF, the Parties have caused this Vehicle Maintenance Intergovernmental Agreement to be executed as of the date set forth below.

DATED this 10th day of March 2022.

OWNER:

_____ Agency

By: 
Name: Richard Bowman
Title: Board President
Address: Box 177
Green Mountain Falls, Co 80819

DATED this _____ day of _____, 2022.

DISTRICT:

Northeast Teller County Fire Protection District

By: _____
Name: _____
Title: _____

EXHIBIT A
RATES FOR VEHICLE MAINTENANCE SERVICES

Shop Charges (regularly scheduled hours)	\$72.00/hour
Shop Charges (after hours or overtime)	\$108.00/hour
Road Service Charges:	
During Regularly Scheduled Hours	\$80.00/hour
Outside Regularly Scheduled Hours	\$120.00/hour
Holidays	\$120.00/hour
Consultation Charges	\$40.00/hour
Parts Charges	Cost Plus 5%

Additional Terms and Conditions:

1. No charge shall be assessed for returns due to warranty parts failure or additional service performed for the same or related problem within a reasonable time.
2. After hours work must be requested by and consented to by Owner.
3. The cost of miscellaneous shop parts including screws, bolts, cotter pins, wire ties, rivets, etc. shall be covered by the 5 percent assessed for parts and not billed separately.