

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF MONTROSE AND THE  
MONTROSE RECREATION DISTRICT  
REGARDING SHARED SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is dated \_\_\_\_\_, 2015, between the City of Montrose, (the “City”) a Colorado home rule municipal corporation, whose address is 433 South First Street, P.O. Box 790, Montrose Colorado 81402, and the Montrose Recreation District, (the “District”) a Colorado special district, whose address is 25 Colorado Ave., P.O. Box 63, Montrose, Colorado 81402; the above-named entities may sometimes be collectively referred to herein as the “Parties” and individually as a “Party.” The effective date of this Agreement shall be January 1, 2016 (the “Effective Date”).

WHEREAS, the City, and the District have collaborated in the past to provide a variety of recreational needs serving a diverse population; and

WHEREAS, it is the directive of the governing bodies of the Parties to provide the best services at the lowest possible cost; and

WHEREAS, the Parties shall implement shared services as specified in this Agreement whereby City agencies shall support the District in exchange for payment; and

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the Parties hereto agree as follows:

**PART I: SPECIFIC TERMS.**

1. FINANCE

- a) The City’s finance department shall work with District staff and board in budget preparation and reporting (including general, capital, conservation trust and transfer funds), mill calculation and certification. Monthly budget reports will be provided by the City to the District so that the District has up-to-date knowledge of the state of its finances. The District will handle revenue receipts, provide accounts payable and payroll services in-house. The District shall provide cash receipt, accounts payable and payroll summary data to the City in a format approved by the City on a monthly basis. The District shall bear all expense related to District finances and accounting. A detailed description of the processes for all finance functions is set forth on Exhibit “C”, which is attached hereto and incorporated herein.
- b) As defined on Exhibit C, the District shall continue to provide day to day accounting and timekeeping functions, including point of sale and deposits, in-house (the “Daily Functions”). The District shall provide reports of the

Daily Functions to the City in such a format that allows the City to import journal entry data into the City's financial software.

- c) In an effort to obtain a discounted rate for the statutorily required auditing services, the Parties shall explore the possibility of contracting jointly for such services. The Parties shall each have proportionate liability for the costs of said auditing services.

2. LEGAL.

- (a) The City Attorney represents the City. The City Attorney may provide general legal services to the District as time and the specific need arises. The Council or the City Attorney may determine on a case-by-case basis that the District shall obtain separate legal advice and/or representation. The City shall not provide legal services in excess of one hundred (100) hours, on an annual basis.
- (b) The District shall bear all expense related to the provision of general legal services by the City Attorney for the benefit of the District.
- (c) The City Council may terminate the provision of the City Attorney's services to the District at any time in general or for specific matters.
- (d) Nothing in this provision interferes with the District's right to hire counsel of their own choosing.

3. MAINTENANCE OF DISTRICT OWNED FIELD, TURF AND ANCILLARY FACILITIES

- a) The City shall maintain the following facilities: Ute, McNeil, Holly, the Aquatic Center field, and all turf and ancillary facilities as depicted on Exhibit "A" which is attached hereto and incorporated herein (the "Facilities"). The City shall be responsible for supporting the maintaining of District turf and ancillary facilities, in accordance with the standards set forth in Exhibit "B", which is attached hereto and incorporated herein. At the Facilities, the City shall maintain the parking lot areas as depicted in Exhibit A, on both a year round or seasonal basis and following prioritized maintenance schedules identified in the City Snow Removal Plan and Sweeping Plan. Year round maintenance shall include snow plowing after snowfall during the winter for areas depicted on Exhibit "A". Areas designated for seasonal only parking lot maintenance includes a cleanup and sweeping as needed (March through October) for areas depicted on Exhibit "A". Maintenance of the Facilities shall include all current facilities as depicted on Exhibit "A".
- b) All staff necessary to perform the aforementioned maintenance shall be provided by the City for the duration of the outdoor programming and growing

season (March through October). The City shall meet the deadlines dictated by the start and end of the various athletic programs organized by the District , as communicated during the regular meeting with the Recreation and Program Manager.

- c) The City’s personnel policies and insurance coverage shall apply to these City employees working on District property and the District shall not be responsible for any human resource issue pertaining to these City employees. Not including labor, the District shall provide all supplies and equipment and bear all expenses related to maintaining the Facilities.
- d) The City shall maintain District ancillary facilities as depicted in Exhibit “A” (the “Ancillary Facilities”). The maintenance and athletic equipment housed in the Ancillary Facilities shall continue to be owned by District, but will be used and maintained by the City. The District, as the need arises, shall continue to use and access the District’s maintenance and athletic equipment housed in the Facilities. Any repair, supply or replacement costs of the Facilities or District-owned equipment at the Ancillary Facilities shall be borne by the District.
- e) All maintenance shall be performed in accordance with the standards set forth in Exhibit “B”. Maintenance of any Facility or Ancillary Facility shall be done as per National Recreation and Park Association standards for sport field maintenance. At the City’s discretion, tasks which are not routinely completed by City staff may require completion by outside contractors at the District’s expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.
- f) The District shall retain a Maintenance Specialist devoted to maintaining the Aquatic Center and the Aquatic Center tennis court facilities. The District will also hire additional staff for mowing, weed removal, irrigation, program preparation and set up, litter pick-up and restroom cleaning at District facilities. Duties by District staff shall include program set up for all youth and adult programs at the Facilities including infield maintenance for youth baseball and softball, infield maintenance for adult softball (infield maintenance involves infield digging, dragging, and grooming, setting up bases, erecting backstops and field marking), maintenance during the District programs set up for youth and adult soccer (lining of fields and setting up of goals), adult flag football, youth lacrosse and all other District programs. The City shall not be responsible for these maintenance duties.

#### 4. CERISE FIELDS

- a) DESCRIPTION

- i) For the purposes of this Agreement, Cerise Fields shall mean a ten (10) acre, multi-purpose area and a two (2) acre soccer field and related facilities on site, including irrigation systems, storage building and natural surface trails, a description of which is contained in Exhibit “A”.

b) ACCESS

- i) The City shall grant public access to the Cerise Fields for as long as the City, or its assigns, leases or owns the land encompassing Cerise Fields.
- ii) The City hereby grants to the District the right to use the Cerise Fields in accordance with the terms of this Agreement. This right to use is for the purpose of allowing the District, its agents and contractors, access to Cerise Fields for the purpose of conducting the day to day programs and activities of the District.
- iii) The City shall perform all Cerise Fields’ scheduling and related tasks and shall bear all expenses related thereto.
- iv) During the term of this Agreement, master scheduling for the use of the Cerise Fields shall occur annually, not later than March 31<sup>st</sup> of each year, at a meeting called by the District (the “Master Scheduling Meeting”). The District shall provide a layout of the proposed field locations for each sports season at the Master Scheduling Meeting. Except as otherwise provided herein, the District shall have priority in scheduling events at the Master Scheduling Meeting. The City shall have priority in scheduling events thereafter, with the District having secondary scheduling priority after both the City and the District have scheduled their initial events. Further, it is mutually agreed that the City and the District shall work cooperatively to schedule any special events that become known after the Master Scheduling Meeting has taken place. City Park Use Fees will be exempted for all District activities scheduled. Notwithstanding the foregoing, the following holiday weekends, Memorial Day, July 4<sup>th</sup> and Labor Day, shall be scheduled by the City for special community events.

c) MAINTENANCE

- i) The City shall maintain the Cerise Fields (said maintenance to include all turf maintenance and ancillary equipment required for District programs) during the growing season, and during any times that the District is sponsoring programs at the Cerise Fields.

- ii) The City shall maintain Cerise Fields after the District has ceased using the Cerise Fields for programs, and during the non-growing season; the “non-growing season” is contemplated to begin on November 1 of each year, and conclude on March 1 of each following year.
  - iii) Maintenance shall be performed in accordance with the specifications set forth in Exhibit “B”. Maintenance shall be done in accordance with National Recreation and Park Association standards.
  - iv) The City shall be responsible for any “start-up”, winterization and draining of the irrigation system serving the Cerise Fields.
- d) USE OF THE CERISE FIELDS
- i) Use of the multi-purpose field shall be limited to sporting practices Monday thru Friday; all goals and other equipment shall be portable, and shall be supplied either by the user, or by the District and shall be removed after each sports season. Temporary painted stripes may be placed on the multi-purpose field. The District shall be responsible for removing portable equipment at the City’s request for other scheduled activities. All portable equipment shall be securely attached to the ground for the purpose of assuring public safety. The District shall assure at all times a minimum of two (2) acres of the multi-purpose field shall be available to the public for use and not scheduled for practice use.
  - ii) Games and international soccer league activities shall be limited to the soccer field only, as described on Exhibit “A”.

5. INFORMATION AND TECHNOLOGY

- a) The City Information and Technology Department shall provide technical support to the District staff and board to assure the smooth operation of the District information and technology systems in accordance with the standards set forth in Exhibit “D” which is attached hereto and incorporated herein.
- b) The City shall connect the District phone system at the Field House and the new Community Recreation Center to the City and the District phones will then operate with the same capability and quality as the City’s system.
- c) The City will meet the information and technology needs at the new Community Recreation Center. This shall include moving the information and technology infrastructure in the existing administrative offices to the new Community Recreation Center and equipping the new offices with the

necessary information and technology capabilities. The City shall be responsible for setting up wireless networks for the District and for the public at the new Community Recreation Center.

- d) The District shall bear all expense related to District information and technology systems.

6. FLEET MANAGEMENT

- a) The City Fleet Department shall provide fleet management support for District owned vehicles. The City shall be responsible for fleet management in accordance with the standards set forth in Exhibit "E", which is attached hereto and incorporated herein.
- b) The District shall bear all expense related to maintaining the District fleet.

**PART II: TERM.** The initial term of this Agreement shall commence on the Effective Date and shall continue in effect through December 31, 2016. Thereafter, this Agreement shall automatically renew each year on the anniversary of the Effective Date, for an additional one (1) year term, unless otherwise terminated in accordance with the provisions of Part XIII of this Agreement.

**PART III: PAYMENT.** The District shall provide a payment in cash or its equivalent as set forth in Schedule A. In the event that the actual labor hours for a specific task indicated in Schedule A differ from those shown, the actual hours at the associated rate indicated on Schedule A will be paid by the District to the City.

**PART IV: COMMUNICATIONS.** The Parties shall designate authorized representatives and all communications related to the performance of duties defined in this Agreement shall be conducted solely between the representatives so designated. Additionally, the key City staff involved in providing the shared services described in this Agreement shall report as needed to the District's Board of Directors.

**PART V: ASSIGNMENTS.**

- a) *No Assignments.* Neither Party may assign any of its rights, duties or obligations arising under this Agreement without the prior written consent of the other Party.
- b) *Ramifications of Purported Assignment.* Any purported assignment of the rights, duties or obligations of either Party without the express written consent of the other Party shall be void.

**PART VI: CHOICE OF LAW.** The laws of the State of Colorado (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance and enforcement.

**PART VII: INDEMNIFICATION (DISTRICT TO CITY).** The District, to extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the City at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the District set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

**PART VIII: INDEMNIFICATION (CITY TO DISTRICT).** The City, to the extent allowed under Colorado Constitution Article X, Section 20, and any other law, shall indemnify and defend the District at all times as of the Effective Date of this Agreement against:

- a) any liability, loss, damages (including punitive damages), claim, settlement payment, cost and expense, interest, award, judgment, diminution in value, fine, fee, and penalty or other charge, other than any Litigation Expenses (as defined in subsection (b)), arising out of or relating to the activities of the City set forth herein; and
- b) any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Agreement, including, without limitation, in each case, attorneys' fees, other professionals' fees, and disbursements (collectively, "Litigation Expenses").

**A. PART IX: NOTICES.**

- a) *Requirement of a Writing.* Permitted Methods of Delivery. Each Party giving or making any notice, request, demand or other communication (each, a "Notice") pursuant to this Agreement shall give the Notice in writing and use one of the following methods of delivery, each of which for purposes of this Agreement is a writing: personal delivery, Registered or Certified Mail (in each case, return receipt requested and postage prepaid), nationally recognized overnight courier, (with all fees prepaid), facsimile or e-mail.

- b) *Addressees and Addresses.* Any Party giving a Notice shall address the Notice to the appropriate person at the receiving Party (the “Addressee”) at the address listed on the first page of this Agreement or to another Addressee or another address as designated by a Party in a Notice pursuant to this section.
- c) *Effectiveness of a Notice.* Except as provided elsewhere in this Agreement, a Notice is effective only if the Party giving the Notice has complied with subsections a) and b) and if the Addressee has received the Notice.

**PART X: AMENDMENTS.** The Parties may amend this Agreement only by a written agreement of the Parties that identifies itself as an amendment to this Agreement.

**PART XI: MERGER.** This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties’ agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement, including but not limited to the Intergovernmental Agreement between the Parties dated December 16, 2013, are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agreement.

**PART XII: SEVERABILITY.** If any provision of this Agreement is held invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to fulfill as closely as possible the original intents and purposes of this Agreement.

**PART XIII: TERMINATION.** Either Party may terminate this Agreement with advance written notice to the other Party delivered no later than one hundred and eighty (180) days prior to the next renewal date. In the event this written notice is given, the Agreement shall terminate at the end of the current term with no automatic renewal.

**PART XIV: ESCALATOR.** All costs set forth in Schedule A shall be subject to escalation or de-escalation based on actual increases or decreases in costs incurred by the City. Written documentation of said increases shall be provided by the City to the District as these increases occur.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2016.



**CITY OF MONTROSE**

**ATTEST:**

\_\_\_\_\_  
David Romero, Mayor

\_\_\_\_\_  
Lisa DelPiccolo, City Clerk

**MONTROSE RECREATION DISTRICT**


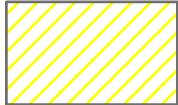

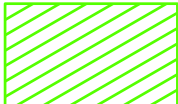

**ATTEST:**

\_\_\_\_\_  
John Pope, President

\_\_\_\_\_  
Kylee Smith, Secretary

**Exhibit A  
MAP OF FIELD, TURF  
AND ANCILLARY FACILITIES  
OWNED BY THE DISTRICT  
AND MAINTAINED BY THE CITY.**

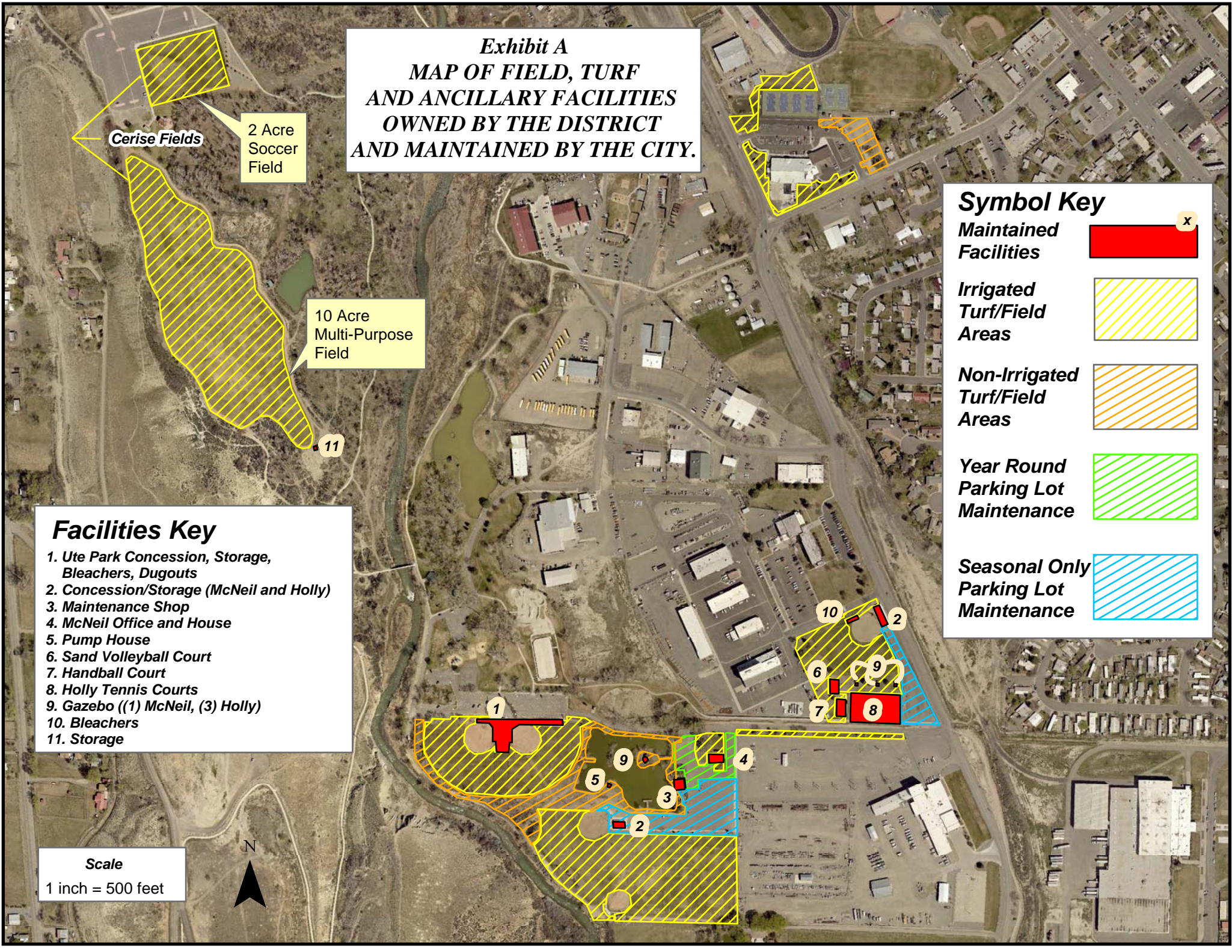
**Symbol Key**

Maintained Facilities	
Irrigated Turf/Field Areas	
Non-Irrigated Turf/Field Areas	
Year Round Parking Lot Maintenance	
Seasonal Only Parking Lot Maintenance	

**Facilities Key**

1. Ute Park Concession, Storage, Bleachers, Dugouts
2. Concession/Storage (McNeil and Holly)
3. Maintenance Shop
4. McNeil Office and House
5. Pump House
6. Sand Volleyball Court
7. Handball Court
8. Holly Tennis Courts
9. Gazebo ((1) McNeil, (3) Holly)
10. Bleachers
11. Storage

**Scale**  
1 inch = 500 feet



## Exhibit B

### **FIELD, TURF AND ANCILLARY FACILITIES MAINTENANCE SPECIFICATIONS.**

#### **THE CITY SHALL MAINTAIN DISTRICT FACILITIES IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:**

##### **I. Irrigated Turf/Field Fertilization**

- A. The fertilizer shall consist of a guaranteed analysis of 20-10-15. This mixture may be adjusted to comply with recommendations determined by soil analysis to ensure proper macro and micronutrients.
  - i. Spring application – Apply 5-lb./1,000 sq. ft. of fertilizer by May 7, but not before April 15.
  - ii. Summer application – Apply 2.5-lb./1,000 sq. ft. of fertilizer by July 1, but not before June 20.
  - iii. Fall application – Apply 5-lb./1,000 sq. ft. of fertilizer by October 15, but not before September 20.
  - iv. This schedule is a guideline and may be adjusted with 15 days advance notice to the City. District is responsible for change order costs, if any, due to schedule changes.
- B. The City contracts for fertilization and will itemize this item in the scope of work in a third-party contract. The billing for this support shall be outside the fees described in schedule A and will be billed to the District at cost plus overhead fee of three percent (3%).

##### **II. Non-Irrigated Grounds Maintenance**

- A. Weeds shall be sprayed for on dirt infields, rock transition areas and around hard surfaces such as concrete and asphalt.

##### **III. Tree/Shrub Trimming and Pruning**

- A. The City shall be responsible for deadwood trimming of all trees and shrubs planted in the parks that do not exceed twenty feet (20') in height. The City shall be responsible for all trimming for shape, form, and safety reasons. The City shall also be responsible for any removals that become necessary. The City contracts for Tree/Shrub Trimming and Pruning and will itemize this item in the scope of work in a third-party contract. The billing for this support shall be outside the fees described in schedule A and will be billed to the District at cost plus overhead fee of three percent (3%).
- B. The City shall be responsible for gathering and removing leaves. Usually leaf removal occurs in October-November and again in the spring.

#### **IV. Other Maintenance/Support**

- A. Snow Removal - The City shall be responsible for snow removal on designated parking areas as shown in Exhibit "A". Plowing shall be accomplished mechanically or physically by pushing snow to boundaries and following prioritized maintenance schedules identified in the City Snow Removal Plan and Sweeping Plan. Chemical ice melt, salt or sand shall not be used unless directed by the MRD. Labor, equipment, and labor costs for the supply and application of ice melt, salt, or sand shall be billed to the MRD as an expense outside the scope of this agreement.
- B. Parking Lots - Sweep parking lots at McNeil and Ute Parks in accordance with City Sweeping Plan. Re-stripe parking lots as necessary.
- C. Irrigation System Winterization – District staff may schedule the use of City compressor equipment to complete irrigation system winterization.
- D. General Support - At the City's discretion, the City may provide general support as needed on projects in which the City has specialized equipment and expertise, particularly in the public works department. The billing for this support shall be outside the fees described in schedule A and will be billed to the District as appropriate and necessary.

#### **V. Equipment Maintenance**

- A. Perform routine maintenance checks and service (including mechanical repairs, tune-ups, filter and oil changes, greasing) on District owned maintenance equipment such as Jacobson mowers (2), small riding mower (1), Kabota Tractor (1), other tractor (1), ATV (1), field/parking lot painters (2), Diamond Demon field maintainer (1), golf carts (2), chain saws (1)). The District will occasionally send District equipment back to the manufacturers as needed for deep maintenance. The above quantities and types of District maintenance equipment, van and bus are subject to change and provided for reference only. City shall maintain District owned maintenance equipment and vehicles to the extent possible. Specialized maintenance tasks that are outside the expertise of City staff shall be completed by outside vendors at the District's expense. This determination shall be made with communication among the designated representatives of the City and the District with the final decision being made by the District.
- B. Identify and mark all District owned maintenance equipment with "MRD".
- C. On an annual basis or more often as needed, clean and power wash all maintenance equipment.
- D. Equipment maintenance records shall be maintained by the City and made available for to the District upon request.

# Exhibit C

## Finance Specifications

### **I. Cash Receipts, Payroll and Accounts Payable**

- A. The District shall continue to operate its Point of Sale system and make its own deposits. Daily cash receipt data will be summarized by revenue category (as determined by the District) by day into a spreadsheet format approved by the City and provided to the City for import into the City's general ledger. This includes daily cash receipts and any billing and invoicing distributed by the District. Additionally, the District shall continue to fulfill accounts payable and payroll functions. The District shall prepare and submit a summary accounts payable and payroll spreadsheet in a format, approved by the City, monthly for import into the City's general ledger.

### **II. Financial Reports and General Ledger**

- A. The City shall generate monthly budget reports within 10 business days of receipt of properly formatted data documenting the expenses and revenues for the previous month (period actual), YTD actual, Annual Budget, Variance, and percentage of Budget expended.
- B. The City will also maintain and update a general ledger budget document that captures all District funds, revenues and expenses. City Finance personnel will create worksheets for MRD staff to develop their budget and use these final reports to create a budget in the Caselle database for reporting purposes during the upcoming year.

## Exhibit D

### INFORMATION AND TECHNOLOGY SPECIFICATIONS.

#### THE CITY SHALL MAINTAIN DISTRICT INFORMATION AND TECHNOLOGY SYSTEMS IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

##### I. Information and Technical Support

- A. The City shall provide to the District a support phone number and/or website for the initiation of Information and Technical support.
- B. The City shall prioritize the support request based on severity of the issue and the current calls already in the work queue.
- C. During business hours, the City shall provide an acknowledgment of the support request within four hours. The District shall allow the City to remotely connect to the District computers in order to properly respond to the support request.
- D. Any support request requiring work in excess of four hours will be communicated prior to completing the request.
- E. Routine maintenance tasks of supported equipment and software shall be initiated and completed by City according to manufacturer recommendations.

##### II. Telephone System

- A. Equipment shall be installed at the District in order to provide digital voice over Internet Protocol (VOIP) telephones and voicemail. With the exception of one or more public switched telephone network (PTSN) lines to provide emergency communication and support for alarms, all existing District phone numbers shall be moved to the City demarcation location at City Hall. Telephone calls to District numbers will be routed through the City infrastructure to telephones at District facilities.
- B. A point-to-point network circuit between the City and District shall be established to provide the VOIP services at District expense.
- C. The City shall provide internal phone numbers (extensions) to all District VOIP phones as well as voicemail services.
- D. The City shall support the District in setting up call handling routines.
- E. The City will notify the District of any planned outages and coordinate best times for planned outages. When the City is contemplating the installation of additional features and/or upgrades to the telephone system that will result in an additional cost, the District shall have the option to participate in the additions/upgrades of said new feature and/or upgrades and shall share in the cost on a pro-rata basis.

## Exhibit E

### FLEET MANAGEMENT SPECIFICATIONS.

#### THE CITY SHALL MAINTAIN DISTRICT FLEET VEHICLES IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS:

##### I. Fleet Repair Services

- A. The City shall provide to the District a support phone number for the initiation of fleet repair services. This phone number shall be answered during regular City Shop working hours 7 AM to 5:30 PM Monday through Thursday.
- B. Repairs to District's vehicles shall be repaired on a priority basis after City police and sanitation vehicles. This includes the van, bus, and all maintenance equipment.
- C. City shall provide a statement of repairs, parts, labor, and supplies to District with each work order.
- D. Fleet repairs on District vehicles shall include:
  - i. Brake pad/shoe replacement along with disc/ drum replacement, brake cylinder repair/ replacement. Diagnostics of brake systems such as antilock brakes/ traction control. Repairs of all brake hydraulic systems and wheel bearings.
  - ii. Limited axle, transmission, driveshaft, u-joint repairs.
  - iii. Heating and air conditioning repairs.
  - iv. General electrical/ electronic system diagnostic and repair. Battery, starting system, charging system, lighting systems, gauges, warning systems, driver information systems, safety and accessory system repairs.
  - v. Steering and suspension systems. Shocks, ball joints, tie rod ends, springs, replacements.
  - vi. Exhaust/emission system inspection and repairs.
  - vii. General engine diagnostics, fuel, electrical, ignition, cooling, lubrication systems and computerized controls.
  - viii. Transmission maintenance and adjustments.
  - ix. Tire repair and replacement of most common sizes.
  - x. Fabrication/welding of specialized equipment
  - xi. Repairs of specialized equipment
  - xii. Tire repair/replacement for maintenance equipment
  - xiii. Road call service truck available, during normal shop hours.
  - xiv. Welding and fabrication services of accessories or specialized features for the passengers or passenger equipment of steel or plastics.
- E. Replacement parts shall be as distributed by original equipment manufacturer, NAPA, Car Qwest or approved equal.

##### II. Fleet Preventative Maintenance Services

- A. The City shall provide to the District preventive maintenance services at regularly scheduled intervals based on usage.
- B. When vehicles are due for service the District will deliver vehicle to City shop at an assigned date and time.
- C. City shall provide a statement of preventative maintenance service, parts, labor and supplies to District with each work order.
- D. Fleet preventative maintenance services on District vehicles shall include:
  - i. Automotive vehicles 3000 mile service or “A” service includes: Change engine oil and filter check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hrs.
  - ii. Automotive Vehicles 6000 mile service or “B” service includes: Change engine oil and filter, change fuel filter, check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours
  - iii. Light truck, heavy truck 4000 mile service or “A” service includes: Change engine oil and filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time .8 hours.
  - iv. Light truck, heavy truck 8000 mile or “B” service includes: Change engine oil and filter, change fuel filter, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 1.6 hours.
  - v. Light truck, heavy truck and automotive vehicles 36,000 mile service or “C” service includes: Change oil and filter, change fuel filter, change transmission oil, filter and make necessary adjustments, lube chassis. Check brakes, lights, tires, all other fluids, vehicle markings, paint, and glass. Approximate technician time 3.3 hours.
- E. Replaceable filters shall be as distributed by NAPA or approved equal.

**III. Fleet Management Services**

- A. For each District vehicle the City shall maintain service, mileage, parts, fluids and labor costs records in the City’s fleet management system. District records shall be kept under a unique organization and separate from City fleet records.
- B. Reports from available data shall be provided to the District upon request. Recommended vehicle replacement reporting shall be available as well.

**IV. Fleet Fueling Services and Fluids**

- A. City shall allow District to fuel vehicles at City fueling station. City shall provide an access card and fueling key for each District vehicle to allow after-hour access to fueling station. District staff will input an employee identification number and current odometer reading prior to fueling vehicle.
- B. Fluids dispensed by City include: 5W/20 motor oil: API classification GF-4/SM, Dexron V1 automatic transmission fluid, 80W-90 gear lube, ASTM D6210 50/50 pre-mix anti-freeze, NLG1 GC-LB moly high temp EP (extreme pressure) grease.



C. Fuels dispensed by City include: E10 Unleaded Gasoline and #2 Ultra Low Sulfur (Diesel) Fuel.

D. City will bill District on a monthly basis for fuel and fluids dispensed for District vehicles.

**V. Excluded Services**

A. The following services are outside of the scope of capability of the City and must be provided by an outside vendor:

- i. Transmission overhauls
- ii. Axle overhauls
- iii. Structural damage
- iv. Frame damage
- v. Glass Repair
- vi. Upholstery Repair
- vii. Wrecker service
- viii. Paint and body repairs
- ix. Engine overhauls

B. At District request and expense, the City may facilitate repairs through an outside vendor.

## Schedule A

### Payment Schedule and Schedule of Costs

City shall receive payment from District on a quarterly basis for all services performed. The total estimated annual cost of the Agreement includes costs from Tables 1, 2, 3, 4 and 5 of Schedule A.

Hours shall be tracked in each shared service and communicated to the District on a monthly basis with the budget reports to communicate hours available in each area.

**Table 1 – Financial Services Cost Schedule**

<b>Task</b>	<b>Estimated Labor Hours</b>	<b>Rate</b>	<b>Estimated Labor Total</b>	<b>Total Annual Estimated Task Cost</b>
Financial Data Entry	120	41.97	\$5,037	\$5,037
Budget & Financial Analysis and Reporting	120	62.79	\$7,535	\$7,535

**Table 1 –Total Estimated Annual Cost** **\$12,572**

**Table 2 – Legal Services Cost Schedule**

<b>Deliverable</b>	<b>Hourly Billing Rate</b>
City Attorney	\$100.00
Pursuant to 2.(a) of this agreement legal services shall not exceed 100 hours annually	

**Table 3 - Field, Turf and Ancillary Facilities Cost Schedule**

Task	Estimated Seasonal Labor Hours	Seasonal Labor Rate	Estimated Non-Seasonal Labor Hours	Non-Seasonal Labor Rate	Estimated Labor Total	Expense	Total Estimated Task Cost
Management			32	\$ 47.99	\$ 1536		\$ 1536
Interfund Lease Cost (Spray Truck)						\$ 5,500	\$ 5,500
Utility (Cerise Irrigation)						\$ 2,298	\$ 2,298
Snow Removal (1 hour x 21 events)			21	\$ 31.93	\$ 671		\$ 671

**Table 3 - Total Estimated Annual Cost \$10,005**

**Table 4 - Information Technology Services Cost Schedule**

Deliverable	Estimated Labor Hours	Rate	Estimated Labor Total	Expense	Overhead	Total Annual Estimated Cost
Network Design	4	\$ 58.14	\$ 235			\$ 235
Computer Support	100	\$ 33.80	\$ 3375			\$ 3,375
Computer Support - Overtime	20	\$ 50.70	\$ 1013			\$ 1,013
Network/Server Support	20	\$ 42.13	\$ 843			\$ 843
Network/Server Support - Overtime	2	\$ 63.20	\$ 126			\$ 126
Phone System Changes	12	\$ 38.05	\$ 457			\$ 457
T1 Connection from Rec District to City Hall				\$ 3,360	3%	\$ 3,461
Long Distance (\$0.05 /minute) est. 1000 minutes				\$ 600	3%	\$ 618
Phone System Charges (\$4/user/month) 15 phones				\$ 720		\$ 720

**Table 4 - Total Annual Estimated Cost \$ 10,854**

**Table 5 – Fleet Management Services Cost Schedule**

**District Owned Vehicles**

2001 Dodge Pickup
2004 Chevrolet Van
2006 Chevrolet Silverado Pickup
2013 Ford Eldorado Aerolite Bus (15 Passenger)
2016 Pickup (TBD)

<b>Deliverable</b>	<b>Labor Rate</b>	<b>Expense</b>
Fleet Repair Services	55.00	Parts Actual Cost
Fleet Preventative Maintenance Services	55.00	Parts Actual Cost
Fleet Management Services	55.00	
Fleet Fluid and Fueling Cost	NA	Actual Rack Rate