

INTERGOVERNMENTAL AGREEMENT

ADMINISTRATIVE SERVICES AND PARKING LOT MAINTENANCE

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this 16 day of April, 2013, by and between the City of Manitou Springs, Colorado, a Colorado municipal corporation and home rule city, (the "City"), and the Manitou Springs Metropolitan District, a Colorado quasi-municipal entity, (the "District") (collectively the "Parties").

WHEREAS, the District owns and operates two parking facilities within the City: (1) the Wichita parking lot, and (2) the Smischny parking lot (the "Parking Lots");

WHEREAS, the City currently provides maintenance and personnel services, as well as materials, to the District pursuant to an agreement dated August 15, 1989;

WHEREAS, the Parties agree that a new agreement is necessary and appropriate, and therefore, the Parties intend that this Agreement shall supersede the August 15, 1989 Agreement;

WHEREAS, concurrently with this Agreement, the City and the District are entering into an agreement ("Paid Parking Agreement") under which the City will provide paid parking management and enforcement services to the Parking Lot via a City contract with independent contractor Standard Parking;

WHEREAS, the Paid Parking Agreement does not address maintenance of the Parking Lots, nor does it contemplate the provision of certain administrative services by the City to the District;

WHEREAS, the Parties desire that the City provide the District with certain administrative support services and that the City maintain and provide materials for the Parking Lots;

WHEREAS, the Parties agree that the City should be reimbursed on an annual basis for its expenditure of funds to provide administrative support to the District and maintenance and materials for the Parking Lots; and

WHEREAS, C.R.S. § 29-1-201, *et seq.*, as amended, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, § 18(2).

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. TERM AND TERMINATION

The initial term of this Agreement shall be for one year, commencing on the date of execution and shall automatically renew from year to year until either Party gives written notice of non-renewal, which shall be at least 90 day prior to the beginning of the City's next fiscal year.

II. REIMBURSEMENT OBLIGATION

A. At the request of the District, the City shall provide administrative services to the District to include the City Administrator, City Auditor, City Risk Manager, City Clerk, and City Finance Director on a limited, as needed basis, when in the sole judgment of the City Administrator, the primary responsibilities of each to perform their City-related functions will not be adversely impacted.

B. The City, through its Public Services Department or other mutually agreed upon independent contractor shall perform maintenance services reasonable necessary to maintain the Parking Lots including, without limitation, those identified in **Exhibit A** attached hereto. Major capital improvements (such as repaving) shall not be the responsibility of the City unless otherwise agreed upon by the Parties in writing.

C. No later than December 31st of each year, the City will submit an invoice detailing the services and materials provided and the costs incurred by the City for which the City seeks reimbursement for the upcoming program year, using costs incurred two years prior to the invoice (in arrears). By way of example only, the December 31, 2012 invoice shall be for all costs incurred during the year 2010. The City shall seek reimbursement only for those expenditures it actually incurs.

D. Unanticipated expenses needing to be addressed in the current program year and mutually agreed upon by both parties in writing may be reimbursed in the current year by separate invoice.

E. Upon the delivery of the City's invoice, the District shall reimburse the City for all services and materials in twelve (12) equal monthly installments unless otherwise mutually agreed upon by both parties.

F. The City and the District will communicate as needed regarding necessary services.

III. GENERAL PROVISIONS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by either Party shall not constitute a waiver of any of the other terms or obligations of this Agreement.

C. Integration. This Agreement and any attached exhibit constitute the entire Agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to:

For the City
City Administrator
606 Manitou Avenue
Manitou Springs, CO 80829

For the District
District Treasurer
606 Manitou Avenue
Manitou Springs, CO 80829

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties hereto, shall be assigned by either Party without the written consent of the other.


I. Governmental Immunity. Each Party, their officers, and their employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Parties and their officers or employees.

J. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Parties' legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.


K. Supersedes Former Agreement. This Agreement supersedes the August 15, 1989 intergovernmental agreement between the Parties.

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Agreement, to be effective on the date provided above.

CITY OF MANITOU SPRINGS

By: 
Marc A. Snyder, Mayor

ATTEST:


Donna Kast, City Clerk

MANITOU SPRINGS METROPOLITAN DISTRICT

By: 
Randy Hodges, Chair

ATTEST:



Donna Kast, Clerk to the District

Exhibit A
Non-Exclusive List of Services

Maintenance Services

Public Services

Lot Striping (once every 3 years, 2 lots)

Paint

Personnel Expense

Lot Maintenance/Weed Eradication

Personnel Expense

Trash Monitoring/Removal

Personnel Expense

Trash Service

As specified in City contract with service provider

Street Sweeping

Personnel Expense

FEMA vehicle rate for a street sweeper

Snow Removal

Personnel Expense

FEMA vehicle rate for a snow plow

Sand/salt mixture, 1 ton per storm

Janitorial Service

Personnel Services

Administrative

Meetings, including attendance, preparation, and minute preparation

Personnel expense

Administration of Permits and Smartcards

Personnel expense

Smartcards and hang tags

Finance - Deputy Finance Director

Meeting Attendance
Personnel Expense

Financials and Budget Preparation
Personnel Expense

Finance

Deposit Preparation
Personnel Expense

Accounts Payable
Personnel Expense

Parking Enforcement

Administration
Personnel expense

Lot Enforcement
Personnel expense

Kiosk Maintenance
Empty coin machines
Personnel expense

Kiosk Alarms and Alarm Resolution - 2 hours per week annually
Personnel Expense