

**INTERGOVERNMENTAL AGREEMENT  
FOR MUTUAL COOPERATION AND  
JOINT USE OF FACILITIES**

This Intergovernmental Agreement for Mutual Cooperation and Joint Use of Facilities ("Agreement") is made and entered into this 27<sup>th</sup> day of October, 2009 by and between the City of Commerce City, Colorado, a municipal corporation, ("City") and Adams County School District 14 ("District").

**RECITALS**

**WHEREAS**, Commerce City and the School District are both political subdivisions of the State of Colorado; and

**WHEREAS**, the people of the State of Colorado have authorized political subdivisions to cooperate with each other and contract in matters such as those set forth in this agreement through the Colorado Constitution, Article XIV, Section 18(2)(a), Article XX and Article XI, Section 7; and

**WHEREAS**, working together by sharing information, joint planning, sharing special expertise and cooperatively scheduling use of each other's facilities, allows the parties to reduce their operating expenses and improves their abilities to serve their constituents; and

**WHEREAS**, the parties desire to enter into an Intergovernmental Agreement ("IGA") to confirm their intent to mutually cooperate to enhance the services provided by them; and

**WHEREAS**, the parties desire to set forth procedures to share the use of their facilities as identified on attached Exhibit "A" (the "Facilities List").

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions and agreements set forth below, the Parties agree as follows:

**COVENANTS AND AGREEMENTS**

**ARTICLE 1: PURPOSE**

1.1 The purpose of this IGA is to set forth an overview of how the parties intend to mutually cooperate to better serve their constituents.

1.2 This IGA is also intended to set forth procedures for the joint use of the parties' facilities.

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## ARTICLE 2: PRINCIPLES AND GOALS OF COOPERATION

The Parties' mutual cooperation shall be guided by the following goals and principles. The parties will:

- 2.1 Focus on finding ways to work together, which may include informational sharing, joint planning, sharing special expertise, and other forms of intergovernmental collaboration, in order to improve the parties' abilities to serve their constituents.
- 2.2 Share their resources in a manner that will enhance and expand their capabilities without compromising their fundamental and statutory responsibilities.
- 2.3 Keep the parties' cooperative relationships as simple, direct, and flexible as possible.
- 2.4 Define the parties' mutual obligations and responsibilities clearly and adequately so as to minimize confusion and misunderstandings.
- 2.5 Communicate regularly at appropriate operational levels and strive to resolve any differences swiftly and amicably.
- 2.6 Commit to use intergovernmental collaboration to better serve the public and to reduce costs for the ultimate benefit of community members.
- 2.7 Encourage shared use, cooperative scheduling, and consistency in use of the parties' facilities.
- 2.8 Consult with each other regarding the possibility of a joint undertaking when considering the construction of new facilities which may be of benefit to both parties.
- 2.9 Identify and modify policies, ordinances, resolutions, or regulations which may be in conflict with the philosophy of mutual cooperation expressed in this IGA.

## ARTICLE 3: FACILITIES

- 3.1 Each party will make its facilities available to the other, subject to the following terms and conditions.
  - 3.1.1 Ownership and normal use of each party's facilities shall not be affected by the provisions of this Agreement.
  - 3.1.2 Each party has the first priority to use its own facilities, including use for events by other users which are sponsored by the owning party, but shall give the other party a priority over other users to schedule events in its facilities.

- 3.1.3 The Facilities List attached as Exhibit "A" and the use of the facilities shown thereon shall be reviewed by each of the Parties periodically and no less than on an annual basis and updated with amendments as needed.
- 3.1.4 Each party shall develop policies governing the usage of its facilities and shall provide the other copies of the policies. If a party fails to follow the usage policies, a written notice of violation shall be sent to it. The parties shall work together to remedy the violation.
- 3.1.5 Each party shall create and provide to the other, a master list of all groups and organizations who are approved to use the other parties' facilities on a regular basis as covered by this IGA. The master list shall be reviewed and updated on an annual basis.
- 3.1.6 Each party shall designate a representative or representatives who shall work together to develop procedures to implement this IGA; resolve conflicts over usage of the facilities; and conduct any other services necessary for administration of this IGA. Any dispute that cannot be resolved at the representative level shall be referred to the Superintendent of the District and the City Manager of the City for final resolution.
- 3.1.7 A party using the other's facilities, shall require that a qualified representative is physically present at the scheduled event to ensure the event is conducted; (1) with due regard for the safety and protection of the participants and the facility; and (2) in compliance with the procedures and regulations for operation of the facility.
- 3.1.8 The owner of the facility shall provide personnel trained in operation of technical equipment systems such as sound, lighting, projection devices and other systems as needed. Actual cost of salaries and benefits for providing personnel for operating technical equipment shall be billed to the party using the facility.

3.2 Requests to use the other parties' facilities shall be made by following the scheduling procedures implemented by each entity. Requests for regularly scheduled activities in a facility shall be submitted to the other party no later than May 31<sup>st</sup> of each year. Reservation confirmations shall be returned no later than 60 days after the request is received. All other requests to use a facility shall be submitted with as much advance notice as possible and a confirmation or denial will be returned expeditiously. When conflicts of use occur, each party will try to make reasonable accommodations for the requested use by considering other available facilities.

~~3.3 After approval of a scheduling request, a use permit for the facility will be issued. The permit will serve as the means of identification that the facility use was properly~~

approved and that the named entity is responsible for following the applicable procedures.

3.4 Except as provided in Section 3.1.7 and this Section 3.4, fees for use of the other party's facility will be waived unless otherwise agreed. The facility owner shall ensure that a custodian is on site while the facility is being used. Overtime or extended-hour costs incurred by a party that are related to the setup, cleanup, or security associated with the use of a facility by the other party, will be billed at the facility owner's existing rates.

3.5 Each party is responsible for providing its facilities in a safe and operable condition. Each party is responsible for conducting maintenance and repairs on its facilities. If a party observes a safety hazard at the other's facilities, it shall notify the other immediately and follow up with notification in writing. After each use, a party shall leave the facility in the same condition as when the usage began, allowing for reasonable wear. The cost to repair any damage to the facility, in excess of reasonable wear, shall be billed to the party using the facility.

3.6 Neither party shall alter, construct or remove any improvements on the others' facilities, nor shall a party install any furniture, fixtures, equipment in the facility without the written approval of the owner.

3.7 The parties shall work together to maintain all jointly used athletic fields in the best condition possible. Representatives of each party shall meet as needed, but no less than once a year, to discuss possible improvements to and ongoing maintenance of the jointly used athletic fields.

#### **ARTICLE 4: CANCELLATION OF EXISTING IGAs**

4.1 The parties previously entered into the following IGAs:

4.1.1 Intergovernmental Agreement for the Provision, Administration and Operation of the Recreation Program dated April 1, 1984;

4.1.2 Intergovernmental Agreement between the City of Commerce City and Adams School District 14 for use of Adams City High School Swimming Pool and Locker Room Facilities located at 4625 East 68th Avenue, Commerce City, Colorado, dated May 27, 2003.

4.2 Each of the above IGAs is outdated and no longer necessary and each shall terminate effective upon execution of this Agreement.

#### **ARTICLE 5: MISCELLANEOUS**

5.1 Term and Termination – The term of this Agreement shall be one year from the date of execution and it shall automatically renew for successive one year terms unless

it is terminated in accordance with the following provisions. This Agreement may be terminated by mutual agreement of the parties. Either party may, without cause, terminate this Agreement by sending a written notice of termination to the other, submitted no less than ninety (90) days prior to the date of termination.

5.2 Governing Law – This Agreement and the rights and obligations of the parties shall be interpreted and construed in accordance with the laws of the State of Colorado.

5.3 Severability – If this Agreement, or any portion of it, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of the Agreement.

5.4 Amendments – This Agreement may be amended only by mutual agreement of the parties and shall be evidenced by a written instrument authorized and executed with the same formality as accorded in this Agreement.

5.5 No Third Party Beneficiaries – None of the terms, conditions, or covenants in this Agreement shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or District receiving services or benefits under this Agreement shall be only an incidental beneficiary.

5.6 No Implied Representations – No representations, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically stated in this Agreement.

5.7 Non-Discrimination – Neither party shall discriminate against any employee, client or any other individual in any way involved with either party or its client because of age, race, creed, color, religion, gender, handicap or national origin, in the course of carrying out its rights and obligations pursuant to this IGA.

5.8 Notices – Any notice required by this Agreement shall be in writing. If such notice is hand delivered or personally served, it shall be effective immediately upon such delivery or service. If given by mail, notice shall be deemed given upon the earlier of receipt or three (3) days following deposit in the U.S. Mail, and it shall be certified with return receipt requested and addressed to the following addresses:

If to the City:

City Manager  
City of Commerce City  
7887 East 60th Avenue  
Commerce City, Colorado 80022

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Mayor  
City of Commerce City  
7887 E. 60th Avenue  
Commerce City, CO 80022

If to the District:

Adams County School District 14  
Attention: Superintendent  
5291 East 60th Avenue  
Commerce City, Colorado 80022

Adams County School District 14  
Attention: President of Board of Education  
5291 E. 60<sup>th</sup> Avenue  
Commerce City, CO 80022

5.9 Insurance – Each party shall maintain comprehensive liability insurance coverage with combined single limit coverage in the amount of one million dollars (\$1,000,000) for bodily injury and one million dollars (\$1,000,000) for property damage covering all facilities used by the other. Coverage must be provided under such policy(ies) for premises/operations, independent contractors, products/completed operations and contractual liability. The City and the District are to be named as an additional insured on each other's policies. All certificates of insurance must provide for guaranteed thirty-day notice to the other party of cancellation, non-renewal or material change.

5.10 Indemnification – To the extent authorized by law, each party shall indemnify, defend, and hold harmless the other party, its officers, departments, employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature arising out of the use of the other party's facilities, which are attributed to the negligent, willful, wanton or intentional act or omission of the party using the facility, any act or omission of the party, its agents, employees, or anyone acting under its direction, control, or on its behalf in connection with or incident to the use of the other party's facilities.

#### ARTICLE 6: APPROVALS

6.1 Each party represents and warrants to the other that this Agreement has been duly approved in accordance with the law and applicable procedures of each party, and that no further action is necessary to make this Agreement binding upon them. The persons whose signatures appear below are the duly authorized representatives of each party, empowered to bind their respective parties to the terms hereof.

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EFFECTIVE AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

CITY OF COMMERCE CITY

ATTEST

By:

Scott Jaquith  
Scott Jaquith  
Mayor Pro-Tem

By:

Laura J. Bauer  
Laura J. Bauer  
City Clerk



Approved as to form:

By:

Robert R. Gehler  
Robert R. Gehler  
City Attorney

ADAMS COUNTY SCHOOL DISTRICT 14

ATTEST

By:

Jeannette Lewis  
Jeannette Lewis  
President, Board of Education

By:

William Klocker  
William Klocker  
Secretary, Board of Education

## EXHIBIT A

### City of Commerce City Facilities

Commerce City Civic Center-Facilities  
Commerce City Municipal Service Center-Facilities  
Derby Resource Center-Facilities

### Commerce City Parks & Recreation Department Facilities

Commerce City Recreation Center - Facilities  
Conter Community Center – Facilities  
Buffalo Run Golf Course –golf course access for ACHS Golf Team members  
during the sanctioned sports season

City Park – Grounds  
Fairfax Park.– Grounds  
Freedom Park – Grounds  
Joe Reilly Park – Grounds  
Los Valientes Park – Grounds  
Monaco Park – Grounds  
Municipal Service Center – Multi-purpose fields  
Pioneer Park – Grounds  
Rose Hill Grange Park – Grounds  
Veteran's Memorial Park – Grounds  
Sand Creek Trails – Grounds  
Fernald Trails – Grounds  
Prairie Gateway Open Space Trail – Grounds  
Rocky Mountain Arsenal National Wildlife Refuge Perimeter Trail – Grounds

### Adams County School District 14 Facilities

Adams County School District 14 Educational Support Services - Facilities  
Adams City High School – Facilities and Grounds  
Lester Arnold High School - Facilities and Grounds  
Adams City Middle School - Facilities and Grounds  
Kearney Middle School - Facilities and Grounds  
Hanson PreK-8 School - Facilities and Grounds  
Alsop Elementary School - Facilities and Grounds  
Central Elementary School - Facilities and Grounds  
Dupont Elementary School - Facilities and Grounds  
Kemp Elementary School - Facilities and Grounds  
Monaco Elementary School - Facilities and Grounds  
Rose Hill Elementary School - Facilities and Grounds  
Uriquidez Centennial Park - Grounds