

RESOLUTION 2016-080
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING THE MAYOR TO EXECUTE AN UPDATED INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND THE NORTH FRONT RANGE
METROPOLITAN PLANNING ORGANIZATION REGARDING VEHICLE
MAINTENANCE AND HUMAN RESOURCE SERVICES

WHEREAS, since 1988, the North Front Range Planning Organization (“MPO”), comprised of 15 member governments, has worked to promote a regional perspective on some of the most pressing issues facing the North Front Range, specifically transportation and air quality; and

WHEREAS, the MPO was established pursuant to the powers set forth in Article XIV, Section 18 (2) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., as amended; and

WHEREAS, the MPO is charged with the duty to undertake comprehensive, regional transportation and transportation-related air quality planning; and

WHEREAS, the MPO is the designated entity for the purpose of receiving local, state, and federal assistance for the purposes of undertaking transportation planning, air quality planning, and other purposes authorized to the MPO; and

WHEREAS, the City participates in regional vanpooling through VanGo™, a regional alternative transportation program provided by the MPO; and

WHEREAS, the City entered into agreements with the MPO in 2001, 2003, and 2005 describing services the City would provide for VanGo™, and the City and the MPO wish to continue in relationship with one another; and

WHEREAS, the 2001 agreement was terminated by the 2003 agreement, and the 2003 agreement was amended in 2005; and

WHEREAS, the City and the MPO intend to create a new agreement which terminates all earlier agreements while incorporating existing portions of the previous agreements and clarifying the current and future rights and responsibilities of each party; and

WHEREAS, in accordance with Colorado Revised Statutes Section 29-1-203, governments may cooperate or contract with another to provide any function, service or facility lawfully authorized to each of the respective units of government; and

WHEREAS, it is in the interest of both the City and the MPO to provide services to one another for the purpose of providing regional vanpooling services to the citizens of the City; and

WHEREAS, a copy of the proposed agreement between the City and the MPO is attached hereto as Exhibit "A" and incorporated herein by reference (the "Agreement"); and

WHEREAS, the Agreement covers the scope of services each party will provide in connection to vehicles for regional vanpools traveling into or out of Fort Collins and for certain Human Resources services provided to the MPO by the City; and

WHEREAS, the City Council has determined that it is in the best interests of the City that that the Mayor be authorized to execute the IGA between the City and the MPO.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS that the City Council hereby authorizes the Mayor to execute the Agreement between the City and the MPO, substantially in the form attached hereto as Exhibit "A," together with such modifications and additions as the City Manager, in consultation with the City Attorney, determines necessary and appropriate to protect the interests of the City or further the purposes of this Resolution, as set forth above.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of October, A.D. 2016.

ATTEST:



A handwritten signature in black ink, appearing to be "D. S. [unclear]", is written over a horizontal line. Below the line, the word "Mayor" is printed in a standard font.

A handwritten signature in black ink, appearing to be "W. Winkelman", is written over a horizontal line. Below the line, the text "City Clerk" is printed in a standard font.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF VEHICLE MAINTENANCE AND
HUMAN RESOURCES SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 20__, made by and between the CITY OF FORT COLLINS, COLORADO (the "City"), and the NORTH FRONT RANGE TRANSPORTATION AND AIR QUALITY PLANNING COUNCIL, a Metropolitan Planning Organization, (the "MPO").

WITNESSETH

WHEREAS, the MPO was created on January 27, 1988, to promote regional transportation and transportation-related air quality planning, cooperation, and coordination among federal, state, and local governments in the North Front Range area; and

WHEREAS, the MPO's activities are of a regional and multi-governmental nature and the MPO performs regional functions which are authorized by the Fixing America's Surface Transportation Act and the Clean Air Act of 1990, as amended, as well as Colorado legislation which requires a regional and a statewide transportation plan; and

WHEREAS, the MPO is charged with the duty to undertake comprehensive, regional transportation and transportation-related air quality planning; and

WHEREAS, the MPO is the designated entity for the purpose of receiving local, state, and federal assistance for the purposes of undertaking transportation planning, air quality planning, and other purposes authorized to the MPO; and

WHEREAS, the MPO was established pursuant to the powers set forth in Article XIV, Section 18 (2) of the Colorado Constitution and Part 2 of Article 1 of Title 29, C.R.S., as amended; and

WHEREAS, Fort Collins participates in regional vanpooling through VanGo™, a regional alternative transportation program provided by the MPO; and

WHEREAS, the parties entered into agreements in 2001, 2003, and 2005, and wish to continue in relationship with one another; and

WHEREAS, the 2001 agreement was terminated by the 2003 agreement, and the 2003 agreement was amended in 2005; and

WHEREAS, the parties intend to create a new agreement which terminates all earlier agreements while incorporating existing portions of the previous agreements and clarifying the current and future rights and responsibilities of each party; and

WHEREAS, in accordance with Colorado Revised Statutes, §29-1-203, governments may cooperate or contract with another to provide any function, service or facility lawfully authorized to each of the respective units of government; and

WHEREAS, it is in the interest of each of the parties that they may have service of and from the other party to aid and assist them for the purpose of providing regional vanpooling services to their citizens; and

WHEREAS, this Agreement covers the scope of services each party will provide in connection to vehicles for regional vanpools traveling into or out of Fort Collins and for certain Human Resources services provided to the MPO by the City.

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties as hereafter set forth, it is mutually agreed by and between the parties as follows:

1. **Termination of Agreement(s).** That certain intergovernmental agreement dated March 5, 2004, and the amendment to that agreement dated July 19, 2005, between the City and the MPO are hereby terminated.
2. **Services/Term.** The City agrees to provide support services to the MPO as said services are described in Paragraph 4 hereof upon the terms and conditions as are hereafter set forth. The term of service to be provided by the City to the MPO under this Agreement shall continue indefinitely but may be terminated by either party with or without cause, upon the giving of not less than sixty (60) days advance written notice to the other party.
3. **Compensation.**
 - a. **Fleet Services.** In consideration of the services to be provided by the City to the MPO hereunder, the MPO agrees to pay the City such amounts as are necessary to compensate the City for its reasonable costs incurred and as described in paragraph 4 hereof. Said services shall be invoiced by the City and shall be paid by the MPO within the terms outlined on the invoices, net 30 days unless otherwise provided in Exhibit A. In the event of termination, such compensation shall be prorated to the day of termination. The MPO and the City agree that costs for services provided may be adjusted year-to-year.
 - b. **Human Resources.** The City shall provide those human resources services to the MPO as set forth in the attached Exhibit D. The MPO shall pay the City an amount determined by taking the annual total compensation payroll cost for the City's Human Resources Benefits Division staff and multiplying that amount by the percentage of MPO employees compared to City employees. For this purpose, employee counts will be limited to classified, unclassified management, and contractual FTE's. For example, for calendar year 2017 it is estimated that the

annual total compensation payroll cost for the City's Human Resources Benefits Division staff will be \$447,220.00. With 1,338 City employees and 10 MPO employees, the MPO employees comprise .74% of the number of City employees. The annual total compensation payroll cost would then be multiplied by this percentage of .74% to arrive at \$3,307.84 from the date of the contract through 2017. In addition to the above payments, the MPO shall pay the City for all actual benefit insurance premiums related to MPO employees. Such benefit payments shall be made monthly upon invoice from the City.

4. **City's Responsibilities.** In providing support services to the MPO, the City agrees to perform, and invoice for, the following:

See Exhibits A and B.

5. **MPO's Responsibilities.** The MPO agrees to perform the following:

See Exhibit C

6. **Reports and Information.** As a part of the services provided by the City under this Agreement, the City will prepare and report to the MPO supporting documentation for any amounts payable by the MPO to the City.

7. **Notice.** Any notice required to be delivered in writing pursuant to this Agreement shall be delivered as follows:

If to the MPO:

NFRT & AQPC
Executive Director
419 Canyon Ave, Suite 300
Fort Collins, CO 80521

If to the City:

City of Fort Collins
City Clerk
PO Box 580
Fort Collins, CO 80522-0582

8. **Financial Obligations.** All financial obligations of both the City and the MPO incurred pursuant to this Agreement are expressly contingent upon the appropriation of funds therefor by the City Council of the City and the MPO Council, respectively. Individual members of both the City Council and MPO Council are not assessable and have no fiscal responsibility to meet the financial obligations of this agreement.

9. **Entire Understanding.** This Agreement, including all Attachments, shall be construed according to its fair meaning, and as if prepared by both parties hereto,

and constitutes the entire understanding and agreement between the parties hereto pertaining to the matters addressed in this Agreement.

Signed and dated this _____ day of _____, 2016.

CITY OF FORT COLLINS, COLORADO.

By: _____
Wade Troxell, Mayor

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____
City Clerk
Wanda Winkelmann

By: _____
City Manager
Darin Atteberry

AVAILABILITY OF FUNDS:

APPROVED AS TO FORM:

By: _____
Director of Finance

By: _____
Assistant City Attorney
Jody A. Hurst

NORTH FRONT RANGE
TRANSPORTATION & AIR
QUALITY PLANNING COUNCIL

By: _____
Terri Blackmore
Executive Director

EXHIBIT A

CITY OF FORT COLLINS RESPONSIBILITIES

1. As of the date of this agreement, the City will provide vehicle maintenance and emergency mechanical support as described in this Exhibit A and Exhibit B, on - vehicles belonging to the MPO.
2. Preventive Maintenance Servicing, Clean Air Inspections, and Safety Checks.

Preventive maintenance, clean air inspections, and safety checks have set schedules based on the unique requirements of the vehicle's individual class.

Since fueling generally takes place off site and current meter readings are difficult to obtain, Fleet Services will install reminder stickers after every service. Safety checks reasonably requested by MPO Staff for reasons other than the normal schedule will generally be performed on demand.

The City will provide maintenance for the vans in accordance with the manufacturers' suggested schedules of maintenance, and will document the maintenance process including hours of operation and after hours emergency support information. Upon completion of required maintenance, the technician will place a sticker in full view noting the mileage of the next required maintenance. It is the responsibility of the van coordinator to schedule any required maintenance.

The City shall notify the MPO of any vehicles not presented for service within the established guidelines.

3. Non-Scheduled Maintenance or Repair Services.

After notification from the Van Pool representative of necessary services, Fleet Services will determine the nature of repairs and schedule them into the shop on a priority basis. Mechanics will communicate regularly with the Fleet Services Supervisor, who will in turn keep MPO Staff reasonably informed of the status of repairs and the expected date of the vehicle's return to service.

4. Timeliness of Repairs and Service.

The turnaround time for preventive maintenance servicing, clean air inspections and safety checks is generally one day or less. If during inspections deficient items are noted, they will be completed as schedules permit. These additional repairs will be reported to the MPO by Fleet Services and an estimated time of returning to service will be given.

If the repair involves the securing of parts not stocked by either Fleet Services or by local private parts vendors, the downtime can be several days. In any case, Fleet Services will

reasonably communicate any delays to the MPO Staff. MPO owned vehicles will be available while maintenance is being performed.

5. Quality of Service.

Quality of service for the above services is measured by feedback received from the MPO and comeback reports from our computerized fleet management system. The MPO will send out annual surveys which will include a section on maintenance which will be shared with Fleet Services.

6. Repair Approval.

All repairs, other than routine preventative maintenance and windshield repairs, must be approved by the MPO prior to any work being performed on the vehicles.

7. Charges for Services and Billing.

Fleet Services administration will bill MPO monthly using the Fleet Services in-house data management system. MPO billing will be based on a shop labor rate. The rate will be adjusted annually if necessary based on variables and labor rate surveys conducted by Fleet Services. Two labor rates will be utilized; the lower rate will be used for A service levels and other less technical work. The higher rate will be used for mechanical repairs and more complicated pm services.

Fort Collins will bill MPO for all repairs on a monthly basis, including any maintenance or repair on any third-party vehicles delivered or requested by the MPO. These costs will include parts, supplies, sublet, labor and equipment maintenance services overhead applicable to maintenance and repair of vans. The maintenance service charges will be renewed and negotiated in January of each year. If the parties are unable to reach an agreement on the reasonable cost of labor, either party may choose to continue at the current price or exercise its right to cancel the agreement under Paragraph 8 of the Agreement.

8. Fueling and Car Washes.

Fleet Services will process all car wash and fuel transactions from fuel cards and from City-owned fuel sites and bill transactions monthly. Transfort will bill MPO on a monthly basis for washes performed at the Transfort bus wash facility. Rates are subject to change.

9. Service Warranty.

All services provided by Fleet Services shall be performed at a level equal to prevailing industry standards. Parts warranty is limited to the parts manufacturer's warranty which may or may not include labor.

**EXHIBIT
B**

**Effective September
2016 * ****
*subject to change
annually
**parts costs may vary

| | Time | Labor Rate | Labor | Parts | Total |
|---|-------------|-----------------------|--------------|--------------|--------------|
| PMA Service 7k miles Change oil, rotate tires, check over vehicle. | 1hr | \$70.00/hr | \$70.00 | \$33.00 | \$103.00 |
| PMB Service 28k miles Change oil, rotate tires, check over vehicle, replace cabin air filter. | 1hr | \$70.00/hr | \$70.00 | \$54.00 | \$124.00 |
| PMC 119k miles Dodge vans Change oil, rotate tires, check over vehicle, replace cabin air filter. service transmission. | 2.3hr | \$94.00/hr | \$ 216.20 | \$72.00 | \$288.20 |
| PMC Service 56k/112k miles Change oil, rotate tires, check over vehicle, replace cabin air filter. service transmission. 2010 Toyotas and older only | 2.8hr | \$94.00/hr | \$263.20 | \$67.00 | \$330.20 |
| PME Service 98k miles For All Year Dodge Vans Tune up PCV valve Cooling system flush | 5.1 | \$94.00/hr | \$ 479.40 | \$179.10 | \$658.50 |
| PME Service 119k miles All Toyotas Tune up-includes spark plugs, PCV valve | 3.5hr | \$94.00/hr | \$329.00 | \$199.10 | \$528.10 |

Mechanical Repairs \$94.00/hr

Fixed Monthly Charge for
2016 \$523.00

EXHIBIT C
The MPO's Responsibilities

1. The MPO shall provide commercial liability insurance coverage for the vehicles, with limits of at least \$1,000,000 (One Million Dollars) per occurrence. The MPO shall indemnify, save and hold harmless Fort Collins, its officers and employees in accordance with Colorado law, from all damages whatsoever claimed by third parties against Fort Collins; and for Fort Collins's costs and reasonable attorney's fees, arising directly or indirectly out of MPO's negligent performance of any of the services of its drivers or provision of a faulty vehicle furnished under this Agreement.
2. The MPO shall provide Fort Collins with a maintenance history of any used vehicle that has not had prior maintenance by the City of Fort Collins under this Agreement.
3. The MPO shall monitor maintenance intervals and status of vehicles, and schedule services with Fleet Services at least two weeks in advance for routine services.
4. The MPO will be responsible for the cleanliness and general appearance of its assigned vehicles and equipment. Contracts have been put in place with local establishments for the convenience of the MPO. Personnel using these facilities must follow billing procedures in place to ensure accurate charges.
5. The MPO will coordinate all state and local emission tests for vehicles.

EXHIBIT D
SERVICES PROVIDED TO THE MPO

| Department | Service | Components of Service | CAO support needed? | Comments |
|-------------------|------------------------|--|---|---|
| | Benefit Administration | <ul style="list-style-type: none"> *Process all benefits changes, including addresses, family status, eligibility, and common law marriage (paperwork only). *Maintain records, files and forms. *Research benefits problems. *Interpret plans to employees *Act as liason between employees and insurance companies. *Meet with employees on insurance related issues. *Process employee terminations. *Process COBRA information to employees and NHS. *Assist with New Employee Signups *Receive, research, and adjudicate claim appeals. | Benefits admin services with CAO HR support only. | |
| | Surveys | <ul style="list-style-type: none"> *Conduct customized benefit surveys of similar organizations (unlike benefit surveys of other cities). | *With CAO HR support only. | |
| | Bill Audits | <ul style="list-style-type: none"> *Compare info on our reports to the vendor bills. *Research and resolve any discrepancies. | *With CAO HR and Payroll support only. | |
| | COBRA/Retiree | <ul style="list-style-type: none"> *Process payments and make a spreadsheet to send to accounting along with checks. *Make a new spreadsheet for our records. *Perform audit to assure no discrepancies. | No No No | *Benefits fund not liable for claims paid after termination as a failure to notify City HR. |
| | Open Enrollment (OE) | <ul style="list-style-type: none"> *Schedule OE meetings, including cablecast and video tappng. *Order all printed materials and forms for open enrollment, including directories, brochures, etc from insurance companies. *Coordinate and schedule department designate meeting including recruiting designates. *Coordinate assembly of department OE boxes, including delivery. *Process OE forms upon arrival. *Return employee forms with new Summary Plan Descriptions, IDs, catalogs, etc to employees. | *Will provide OE services without CAO Payroll support but not without CAO HR support. | |