



Board of Trustees

Workshop Agenda

Fraser Town Hall, 153 Fraser Avenue and Virtually

Wednesday June 2, 2021

6:00 PM- 7:00 PM

Members of the Board may have dinner together @ 5:30 p.m.

NOTE: Times are approximate and agenda subject to change

Watch the meeting live on Fraser's YouTube Channel

<https://www.youtube.com/channel/UCs5aHnl7d-kk0j1cxV28DSg>

Participate in the meeting through our virtual platform

Zoom Meeting Information

<https://us02web.zoom.us/j/2590408013>

Meeting ID:259 040 8013

Phone 1-346-248-7799

1. Updates

Colorado Energy Office, 2020 Colorado Electric Vehicle Plan
Southwest Energy Efficiency Project, Existing Policies in Colorado
Mountain Parks Electric, Community Outreach

2. Fraser Valley Metropolitan Recreation District Intergovernmental Agreement

Documents:

[2021 FVMRD IGA.pdf](#)



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE TOWN OF FRASER
AND
THE FRASER VALLEY METROPOLITAN RECREATION DISTRICT**

THIS AGREEMENT made and entered into this _____ day of _____, 20__, by and between the TOWN OF FRASER (hereinafter referred to as "Fraser") and the FRASER VALLEY METROPOLITAN RECREATION DISTRICT (hereinafter referred to as "District"), and collectively referred to as "parties."

WHEREAS, the parties desire to efficiently provide the highest quality services to their constituents; and

WHEREAS, the Parties can best serve their joint constituents by promoting coordination of services and facilitating cooperative planning, development, and programming of public services and facilities; and

WHEREAS, the District and the Town have the power and authority to enter into intergovernmental agreements to undertake jointly functions which are lawfully authorized to each by the terms of Article XIV, Section 18(2) of the Colorado Constitution and Section 29-1-201 et seq., C.R.S.; and

NOW THEREFORE, it is agreed as follows:

AUTHORITY FOR AGREEMENT

This Intergovernmental Agreement is being entered into by the municipalities pursuant to the authority granted to municipalities in Colorado Revised Statute 29-1-201 et seq., which allows governments to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units.

2. FRASER HISTORIC CHURCH

The District will continue to pay for utilities associated with its use of the facility. Current utility agreement identifies the District as responsible for 50% of monthly costs. District will also pay for 50% of monthly internet costs.

The District will pay for cleaning fees associated with District programming usage. The Town will be responsible for cleaning associated with Town events and community rentals. The District will provide and pay for cleaning services for the program buildings including the bathrooms associated with these buildings. Town will provide and pay for the cleaning services for the remainder of the building, kitchen, sanctuary, fireplace room, storage area, entrances and bathrooms.

3. TURF MAINTENANCE

In lieu of rent payments for the program space provided by Fraser to the District at the Fraser Historic Church, the District agrees to provide turf maintenance services for Fraser owned properties. These properties include the Old School House Park, the Fraser Historic Church, the Gardeners Shed, the 120 Zerex, Headwater Trails Alliance Office, and miscellaneous parkways. The turf maintenance schedule shall be agreed upon by the Fraser Town Manager and FVMRD Executive Director. Turf maintenance services include irrigation system charge up and blow out, irrigation system maintenance and repair, weekly or bi-weekly mowing, string trimming, fertilization application, herbicide application, and bi-yearly aeration. Fraser shall reimburse the District for irrigation supplies costs upon receipt of an invoice.

4. SHARED VEHICLES AND EQUIPMENT

Fraser agrees to provide use of equipment for a maximum of up to 15 service hours annually in exchange for occasional use of the District passenger vans/mini buses for a maximum of 15 service hours annually.

The parties agree that the use of such vehicles and equipment will occur within procedures established by each party and that proper safety measures will be strictly followed. Damage to any such vehicle or equipment will be repaired at the cost of the party causing said damage. Vehicles and equipment will be returned promptly, in good working order, and refueled. Any liabilities associated with said use shall be covered by each party.

5. LANDSCAPE AND GARDENS

Fraser agrees to provide the District with limited landscape assistance. Fraser gardening staff will, upon request, provide design assistance and District plant orders can be placed concurrent with Fraser orders. The District shall reimburse Fraser for those costs upon receipt of the plant materials and an invoice.

Fraser further agrees to provide the District up to one day of landscape installation assistance for the Fraser Valley Sports Complex. Additional guidance and recommendations will be provided as Fraser gardeners time permits and upon District request.

6. FUEL MANAGEMENT

Fraser agrees to provide access to the Public Works fueling facilities provided that the District continues to reimburse Fraser for said fuel costs. Fraser will invoice the District monthly.

The motor fuel stored in the tanks at the Fraser Public Works Shop is town property and should only be used by town employees for town business, or by an outside agency with an IGA with the town where the town manager has given authorization. Unauthorized use or theft of town property will be dealt in accordance with town policy and could result in discipline up to and including termination for town employees, or criminal charges brought against the outside agency

7. TOWN HALL AND OLD SCHOOL HOUSE PARK

The District agrees to provide a portable restroom facility seasonally for use at the tennis courts and Old Schoolhouse Park.

8. SNOW STORAGE

The district agrees to provide space for snow storage at no cost to Fraser at the Fraser Valley Sports Complex. Fraser agrees to clean and re-grade the parking area each spring. The public works director and parks and athletics manager will identify storage area to be used.

9. OTHER MATTERS

The parties encourage their respective staffs to continue to collaborate on mutually beneficially initiatives and hope to maintain an effective working relationship. Some topics for future consideration include open space management collaboration, and snow removal at community recreation center.

10. TERM OF AGREEMENT

This Agreement shall be in effect from year to year commencing upon the effective date of this Agreement as set forth above and running in perpetuity, subject to full execution by the Parties. This Agreement shall be automatically renewed at the end of each annual term, provided that either Party may terminate this Agreement at any time by giving 30 days' written notice of said termination. Parties agree that each shall be responsible to pay their portion of any and all costs incurred up to the date of termination.

11. AMENDMENTS

This Agreement may be amended, modified, changed, or terminated in whole or in part only by a written agreement duly authorized and executed by each party in the same manner as this Agreement.

12. SEVERABILITY

Should any of the provisions of this Agreement be held to be invalid or unenforceable, then the balance of this Agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the Agreement or be of a substantial nature, then the party or parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Agreement, forthwith.

13. TABOR

The Parties understand and acknowledge that they are subject to Article X Section 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and therefore notwithstanding anything in this Agreement to the contrary, any and all payment obligations of the District or Town are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the respective party's current fiscal period. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the District or Town and other applicable law. Upon the failure to appropriate such funds by either party, this Agreement shall be terminated.

14. DISPUTE

Any controversy or claim arising out of this Agreement will be submitted to the Mayor of the Town and the President of the District for their recommendation of settlement. If settlement is reached, the Town Mayor and the District President shall recommend the proposed settlement for approval by their respective Boards at the next regularly scheduled Board meetings. In the Event the Mayor and President cannot reach settlement or the Town Board or District Board do not vote in favor of such settlement, this Agreement shall be terminated and the Parties shall be reimbursed for all costs and expenses incurred up to the date of termination.

15. MUTUAL INDEMNIFICATION

Each Party assumes responsibility for its agents' and its employees' actions and omissions under this Agreement, and further, each party agrees to hold harmless the other for such actions of its agents and employees. By agreeing to this provision, neither Party waives or intends to waive, as to any person not a party to the Agreement, the limitations on liability to which they are entitled under the Colorado Governmental Immunity Act, §§ 24-10-101 et seq., C.R.S., as amended.

16. THIRD PARTY BENEFICIARIES

It is the express intent of the Parties that any person (other than the Parties) receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

17. WAIVER OF CLAIM FOR FAILURE TO RESPOND

The Parties shall not sue or bring any action as a breach of this Agreement against each other, or any of their elected or appointed officials, employees or agents, on account of any alleged failure or mistake of either Party exercising the duties under this Agreement. This paragraph shall not preclude the Parties from pursuing any other remedies that may be available to them in the event of any other breach or alleged breach of this Agreement.

18. INSURANCE

The Parties agree to obtain adequate insurance to cover the liability and other risks to which they may be exposed as a result of the services to be provided pursuant to this Agreement, if either of them does not already have such insurance, and to maintain such insurance throughout the term of this Agreement.

19. NOTICE

For purposes of this Agreement, any notice required shall be considered sufficient if mailed or delivered to the following addresses:

For the Town:
Mayor
Town of Fraser
P.O. Box 120
153 Fraser Avenue
Fraser, CO 80442

For the District:
President
FVMRD
P.O. Box 3348
216 Eisenhower Avenue
Fraser, CO 80442

20. GOVERNING LAW.

This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Colorado, and venue for any action arising out of any dispute hereunder shall be in the Grand County District Court of the State of Colorado.

IN WITNESS WHEREOF, and intending to be legally bound hereby, in accordance with proper procedures of each of the governing bodies of the parties, we have hereunto caused this instrument to be executed and the seals affixed the day and year written above.

ATTEST:

TOWN OF FRASER

Antoinette McVeigh, Town Clerk

Wes LaVanchy, Interim Town Manager

ATTEST:

FRASER VALLEY METRO REC DISTRICT

Ann McConnell, Associate Director

Scott Ledin, Executive Director