

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into this 16th day of February, 2021, by and between THE TOWN OF PALISADE, hereinafter called "Town" and THE CITY OF GRAND JUNCTION, a Colorado Home Rule City, hereinafter called "City," collectively the "Parties."

RECITALS

The Town is the owner of real property situated at 571 West 5th Street, in Palisade, Colorado, known as Palisade Swimming Pool, hereinafter called "Pool".

The City and the Town agree that the provision of recreation programs is important to the public in general and specifically to those persons utilizing Palisade Swimming Pool.

In support of the Pool, the City and Town agree that the City will provide all lifeguards, guest service representatives, swim instructors, and pool managers at Palisade Swimming Pool.

An intergovernmental agreement for such purpose is authorized pursuant to Section 18, Article XIV of the Colorado Constitution, Section 29-1-203, C.R.S., Section 22-32-110(1)(f), C.R.S., and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. The term of this Agreement will be for six months, commencing April 1, 2021 and ending September 31, 2021, and may be extended for an additional term upon mutual agreement.

2. The City agrees to provide all required labor for the Pool. Labor for purposes of this Agreement is lifeguards, swim instructors, swim coach, guest service representatives, and pool managers. The City will pay all wages, salaries, benefits, and workers' compensation insurance premiums for the required labor for the Pool. The Town agrees that the standard and customary City and Ellis and Associates Comprehensive Aquatic Risk Management Program shall be applied to the Pool. City staff will provide basic daily maintenance including but not limited to lawn mowing, cleaning of facility, and pool vacuuming.

3. As owner of the Pool, Town agrees to be responsible for maintenance of the Pool. Without limiting the generality of that responsibility, the Town shall repair and/or replace all mechanical and chemical systems. The Town will also repair and/or replace all sprinklers, fences, lights, restrooms facilities, shelters, tables, benches, sign(s), trash receptacles and any other feature, facility or installation of the Pool. The cost to maintain the Pool, including repairs, upkeep and utilities shall be the sole expense and liability of the Town. All facility compliance as it refers to Virginia Graeme Baker Pool and Spa Safety Act (15 USC 8001) is the responsibility of the Town of Palisade, as well as all 2010 ADA requirements.

All supplies and equipment required by the City and Ellis and Associates Comprehensive Aquatic Risk Management Program shall be purchased by the Town. A detailed list of supplies and equipment is provided in Exhibit D of the Memorandum of Understanding, which is attached hereto as Exhibit 1 and incorporated herein by reference.

4. The Town and City agree to promptly notify each other should the physical condition of the Pool not be conducive to the safe conduct of any programmed activity in the Pool and/or if maintenance practices may impact in any way, the scheduling of activities in the Pool.

5. The City will register all swim lesson and special event participants as well as manage all public swim entries, swim lessons, and community swim team. The City staff will collect the revenues generated by public swim, swim lessons, private parties, and special events but the Town will retain all revenues.

The Town agrees to give management of all concession operations, including staff and supply expenses, to the City with all revenues being retained by the City.

6. The City and Town agree that for purposes of this Agreement the City's annual expenses to cover all public swim and swim lessons are estimated to be \$106,184. This includes all direct staff costs, indirect staff costs with a Recreation Supervisor and Recreation Coordinator, hiring costs incurred by the City, Ellis and Associates audit fees, mileage, special equipment, and uniform costs. The City shall bill the Town a lump sum of \$106,184 in September 2021. Direct labor costs for all mutually agreed upon special events and private parties shall be charged to the Town above and beyond the \$106,184.

In the event the City's annual expense exceeds the annual amount for some unforeseen circumstances, the City and Town may renegotiate the base amount based on the City's actual cost.

7. The Town understands and agrees that it will not reserve, schedule or hold any activity at the Pool, for itself or for any other person or entity, without first communicating and coordinating with the City's Parks and Recreation designee. The final determination regarding the scheduling of such activities at the pool will be made jointly by the Town and the City.

8. The Town will set the fees and charges for Pool usage and programming in accordance with the prevailing Town rates in effect as of the date of this Agreement. All fees collected by the City shall be retained by the Town per the provisions of Paragraph 5 herein. Exhibit C of the attached Memorandum of Understanding provides the fee schedule for the Palisade Pool. In addition, it is agreed that the Town and City will allow season pass holders of the respective swimming pool facilities to utilize the pool facilities of the other jurisdiction upon presentation of the other's season pass for an additional \$1.00 charge.

9. The Parties understand and agree that both the City and the Town may be protected by and will rely on and do not waive or intend to waive by any provision of this Agreement the monetary insurance limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, 24-1-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available.

10. The Town agrees to indemnify and hold harmless the City and its officers and its employees, from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the maintenance work to be performed by the Town under this agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission or other fault of the Town or any officer or employee of the Town.

The City agrees to indemnify and hold harmless the Town and its officers and its employees, from and against all liability, claims, demands and expenses including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected with the programming work to be performed by the City under this agreement, if such injury, loss or damage is caused by, or is claimed to be caused by, the act, omission, or other fault of the City or any officer or employee of the City.

11. Any persons employed by either the City or the Town for the performance of work hereunder shall be employees of the respective party and not agents or employees of the other.

12. Neither party may assign or delegate this Agreement or any portion thereof without the prior written consent of the other Party.

13. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement; such party may be declared in default.

14. This Agreement may be terminated by either party for material breach, default of the Agreement by the other party not caused by any action or omission of the other party, or for no reason, by giving the other party written notice of at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

15. The Parties shall reasonably comply with the applicable provisions of the American with Disabilities Act of 1990 and any and all other applicable federal, state or local laws and regulations.

16. This Agreement represents the entire agreement between the Parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

17. The traditional rule that ambiguities shall be construed against the drafter is waived.

18. Venue for any action arising out of or occurring under this Agreement shall be Palisade, Colorado. The agreement shall be controlled by, construed and interpreted in accordance with the law of Town of Palisade and State of Colorado.

TOWN OF PALISADE, COLORADO CITY OF GRAND JUNCTION, COLORADO

Janet Hawkinson 3-30-2021
Janet Hawkinson Date
Town Administrator

Greg Caton 02/16/2021
Greg Caton Date
City Manager

RATIFIED

**TOWN OF PALISADE, COLORADO
BOARD OF TRUSTEES**

**CITY OF GRAND JUNCTION CITY
COUNCIL**

Greg M. L. 3/23/21
Date

C. E. Duke Wortman 02/16/2021
Duke Wortman, Mayor Date

ATTEST:

ATTEST:

Kelley J. J. 3-23-21

Wanda Winkelmann 02/16/2021
Wanda Winkelmann, City Clerk



EXHIBIT 1

MEMORANDUM OF UNDERSTANDING
Regarding
Cooperative Operation and Provision of Life Guards
For the Palisade Swimming Pool
2021

DATE: April 1, 2021

WHEREAS, City of Grand Junction (City) and Town of Palisade (Town) have a history of cooperation; and,

WHEREAS, there are opportunities for cooperation in the area of recreation services to the benefit of citizens of both jurisdictions and the Grand Valley; and,

WHEREAS, both municipalities are desirous of cooperating and contracting for certain services associated with the provision of life guards and operation of the Palisade Swimming Pool;

NOW THEREFORE BE IT AGREED as follows:

The City of Grand Junction will:

- 1) Hire, employ, supervise and provide Ellis and Associates trained and certified Life Guards for the Palisade Swimming Pool for the 2021 summer swimming season.
- 2) Pay all wages, benefits, pursuant to Grand Junction personnel policies and pay all workers' compensation insurance premiums for all Life Guards utilized at the Palisade Swimming Pool.
- 3) Provide uniforms for Palisade Swimming Pool staff pursuant to Exhibit A - Uniforms attached hereto.
- 4) Provide sufficient staffing to operate the Palisade Swimming Pool seven days per week from May 23, 2021 through and including September 7, 2021, with a minimum of one Pool Manager, one Guest Services Representative, and adequate number of Life Guards during agreed operating hours.
- 5) Provide, provision, open, and staff a concession located on site and keep and retain all revenues generated from the sale of concessions at the Palisade Pool.
- 6) Answer inquires and schedule lessons and special events utilizing employees at the Palisade Pool
- 7) Plan, staff, and manage special events and lessons at the Palisade Pool.
- 8) Collect all admission and fees for pool programs at the Palisade Swimming Pool pursuant to Exhibit C – Palisade Pool Fee Schedule.
- 9) Provide sufficient on and off-site supervision of the Palisade Swimming Pool operation and personnel by the Grand Junction Aquatics Coordinator, Recreation Supervision and other Grand Junction Recreation Office Management staff.

The Town of Palisade will:

- 1) Pay \$106,184.31 to the City of Grand Junction in September 2021 for direct and indirect staffing costs associated with regular pool operations.
- 2) Pay the additional costs of direct staffing associated with lessons and special events at the hourly rates specified in Exhibit B.
- 3) Equip the Palisade Pool with all supplies and equipment as specified in Exhibit D – Supplies attached hereto.
- 4) Provide space at the Palisade Pool for a concession operation to be operated by the City of Grand Junction.
- 5) Pay all costs of pool repairs, maintenance, and utilities.

IT IS FURTHER AGREED AS FOLLOWS:

- 1) All admission, lesson, special events, or other fees associated with use of the Palisade Swimming Pool will be retained by the Town of Palisade.
- 2) All revenues from concessions will be retained by the City of Grand Junction.
- 3) Grand Junction and Palisade will honor each other's season pass with a \$1 additional charge at their respective pools as follows:
 - Patrons of the Palisade pool with a Grand Junction pool season pass will be allowed admission to the Palisade Pool for \$1.
 - Patrons of the Orchard Mesa and Lincoln Park pools with a Palisade pool season pass will be allowed admission to the Orchard Mesa and Lincoln Park pools for \$1.



City of Grand Junction Authorized Signature



Town of Palisade Authorized Signature

Exhibit A – Uniforms

| <u>Item</u> | <u>Cost</u> |
|----------------|-------------|
| Men's Shorts | \$26.50 |
| Women's Shorts | \$19.00 |
| *Women's Suits | \$30.00 |
| T-shirts | \$7.50 |
| Whistles | \$2.90 |
| Lanyards | \$1.85 |
| Fanny packs | \$6.75 |
| Hats | \$ 12.00 |
| Visors | \$10.00 |

Women purchase suits. Employees choose a hat or visor. Grand Junction Parks and Recreation purchases and provides all other uniforms.

Exhibit B – Schedule & Budget

Direct Staffing Costs

| | Managers | Guards | Instructors | GSR | |
|---|-----------------|---------------|--------------------|-------------|--|
| Monday | 13 hours | 32 hours | 26.75 hours | 10.25 hours | |
| Tuesday | 13 hours | 32 hours | 36.75 hours | 10.25 hours | |
| Wednesday | 12.28 hours | 36.25 hours | 26.75 hours | 10.25 hours | |
| Thursday | 13 hours | 32 hours | 36.75 hours | 10.25 hours | |
| Friday | 11 Hours | 34.75 hours | | 9 hours | |
| Saturday | 11 Hours | 34.75 hours | | 7.25 hours | |
| Sunday | 11 Hours | 34.75 hours | | 7.25 hours | |
| Hours Per Week | 84.25 | 236.5 | 127 | 64.25 | |
| Rate | \$15.94 | \$ 14.49 | \$ 14.49 | \$ 13.80 | |
| Cost Per Week | \$ 1229.21 | \$ 2913.68 | \$ 1714.99 | \$ 753.65 | |
| Summer Cost for 15.5 Weeks | \$ 19052.76 | \$ 45162.04 | \$ 17149.87 | \$ 11681.58 | *Instructors only work 10 wee |
| Personnel Costs Average Per Week | \$ 7157.40 | | | | |
| Total direct staffing Costs | \$ 93046.25 | | | | *Does not include special events or private parties. Billed separately based on mutual agreement. |

Indirect Staffing Costs

| | | |
|-------------------------------------|--------------------|-------------|
| Aquatics Coordinator Time | 80 Hours @ \$33.25 | \$ 2,660.00 |
| Recreation Supervisor Time | 25 Hours @ \$45.36 | \$ 1,134.00 |
| Management Staff preseason time | 50 Hours @19.61 | \$ 980.50 |
| Administration Costs | 5% of direct labor | \$ 4,652.31 |
| Mileage | | \$ 250.00 |
| Total Indirect Staff Costs | | \$ 9,676.81 |
| Direct Operational Cost | | |
| Uniform Cost | 11 X \$53.75 | \$ 591.25 |
| Lifeguard Audit Fee | 3 X \$315.00 | \$ 945.00 |
| Staff Hiring costs / Training | \$175.00 X 11 | \$ 1925.00 |
| Total Direct Operating Costs | | \$ 3461.25 |

Exhibit C – Palisade Pool Fee Schedule

Daily Admission

| | |
|-------------------------------------|--|
| Child (0-2 years): | Free with Paid Adult limit 2 per adult |
| Youth (3-17 years) & seniors (55+): | \$3 |
| Adult (18-55): | \$4 |
| Senior: | \$2.50 |
| Wednesday all ages: | \$1 |
| Twilight: | \$2.50 |
| Sunday: | \$2.00 |

Season Passes

| | |
|-------------------------------|-------|
| Youth: | \$70 |
| Adult: | \$80 |
| Senior: | \$65 |
| Family Pass (upto 6 members): | \$185 |

*Pass are discounted 50% on July 1

Punch Card

| | |
|----------------------|------|
| 20 visits, all ages: | \$55 |
|----------------------|------|

Group Admissions

10 or more by same group, single day: \$2.50 each

| | |
|--------------|--------|
| Daycare Swim | \$2.50 |
|--------------|--------|

Special Events/Parties

| | |
|-------------------|-------|
| 0 – 20 people: | \$80 |
| 21 to 50 people: | \$180 |
| 51 to 100 people: | \$230 |
| 101 to 125 people | \$280 |

Exhibit D – Required Equipment and Supplies

Supply Needs

AED
AED Case
AED Rechargeable Battery
AED Trainer
AED Trainer Battery
AED Pads (Adult & Pediatric)x2
Scissors/Deodorant/Razors
Supplemental O2
Rescue Tubes
V-Vac suction
BVM (Adult/Child/Infant)x2
Chamois Cloth Towel
Non-rebreathers
Trauma Bag
Gloves Latex
Gloves Nitride
Bandages
Band-Aids
Gauze pads
Cotton Balls
Tape
Hydrogen Peroxide
CPR/AR Training Mannequins
Vigilance Training Manikin
Life Jackets
CJ Wood Backboard