

**INTERGOVERNMENTAL AGREEMENT BETWEEN FREMONT COUNTY,
COLORADO AND THE FREMONT CONSERVATION DISTRICT
FOR THE STORAGE AND USE OF A “NO TILL DRILL”**

THIS INTERGOVERNMENTAL AGREEMENT (IGA), dated the 7th day of February, 2024, is by and between the County of Fremont (“County”) and the Fremont Conservation District (“FCD”) for the storage, use, maintenance, and rental of a “No Till Drill” (“Drill”), to be housed at the Pathfinder Park, owned and operated by County.

WHEREAS, pursuant to §29-1-201, C.R.S., governmental entities are permitted and encouraged to make the most effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, FCD owns a Drill that is available for use by the general public as provided by policy and procedure of the FCD; and

WHEREAS, FCD would like to store the Drill at Pathfinder Park, in a location convenient to and consistent with the County’s operations of the Park; and

WHEREAS, County is willing and able to store the Drill at Pathfinder Park and assist FCD with the rental, use, and maintenance of the Drill.

NOW THEREFORE, FCD AND COUNTY (“Parties”) hereby agree as follows:

A. OBLIGATIONS OF COUNTY

1. The Drill shall be stored and housed in a secure location at Pathfinder Park, 6655 Colorado State Highway 115, Florence, CO, 81226, under the supervision of County. Ownership of the Drill shall remain with FCD.

2. County shall manage the physical check-out and check-in of the Drill in accordance with the policies of FCD. The renter of the Drill shall provide County with a copy of a completed FCD Check-Out/ Check-In form, before releasing the Drill to the renter.

3. Before releasing the Drill to the renter, County shall ensure that the Drill is cleaned, greased and ready for use. Upon every return of the Drill, County shall ensure the renter has cleaned the Drill. County shall grease all grease points and check the Drill for damage and general condition, including all coulters, disks, press wheels, hoses and connections. County shall provide the grease for the maintenance of the Drill.

4. County shall notify FCD of any damage or additional maintenance required for the Drill at the time the same is discovered. County and FCD shall coordinate the scheduling of any necessary repairs.

5. Upon return of the Drill, County shall complete and email the FCD Check-Out/Check-In form to FCD. County shall ensure that all items provided with the Drill (hitches, hoses, shop vac, notebook, etc.) are returned with the Drill.

6. County shall be responsible for any injury or damage to persons or the Drill while the Drill is under the care and control of County. Any damage to the Drill caused by County shall be repaired at County expense.

7. County shall provide access to FCD for the Drill storage location at Pathfinder Park for rentals outside of normal business hours for County.

B. OBLIGATIONS OF FCD

8. FCD shall process all rental agreements and collect payments from renters of the Drill. This shall include scheduling to provide renter access to the Drill at reasonable times, consistent with County personnel availability. FCD shall make rescheduling arrangements in the event of inclement weather or operational issues with the Drill. FCD shall promptly communicate any scheduling or other changes regarding Drill rental to County.

9. FCD shall assess any damage, condition maintenance or operational issues with the Drill and shall pay for the cost of repairs, except as provided in Paragraph 6 above.

10. FCD shall process physical check-out and/or check-in of the Drill if County staff is unavailable to provide such service.

11. FCD shall pay County:

- a. Check-Out/Check-In fee of \$75.00 for each rental of the Drill where check-out and check-in are both performed by County;
- b. Check-Out fee of \$37.50 if County does not handle check-in;
- c. Check-In fee of \$37.50 if County does not handle check-out;
- d. Cleaning fee of \$80.00 if the Drill is not cleaned by the renter before return and County is required to clean the Drill. County shall promptly provide notice to FCD if the Drill requires cleaning to enable FCD to collect the fee from the renter.

12. All fees due shall be authorized at the regular FCD monthly Board of Directors meeting on the first Wednesday of each month. Payments shall be available on the Thursday following the Board meeting. Payment may be picked up or FCD will mail payment to County.

13. FCD shall provide technical assistance to renters of the Drill, including calibration, in-field assistance, and general operating instructions. Renters will be directed to contact FCD for such assistance.

14. FCD will provide extra hitches, hoses, pins, and other Drill accessories necessary for towing and use, together with a shop-vac for cleaning out seed boxes.

15. FCD shall maintain general liability insurance on the Drill in an amount equal to or greater than the limits established under the Colorado Governmental Immunity Act 5 C.R.S. §24-10-101, et seq. County may, but is not required to, provide general liability insurance for the Drill and associated activities, as it deems appropriate.

C. GENERAL PROVISIONS

16. This IGA may be terminated, without cause, by either of the parties with no less than 30 calendar days' written notice. This IGA may be terminated by either party, with cause, with two days written notice.

17. Any modification must be agreed to and signed by both parties and attached to this IGA as a modification.

18. Notices under this IGA shall be in writing and shall be deemed given if delivered personally, emailed, or mailed by registered or certified mail (return receipt requested) or sent via facsimile (with acknowledgment of complete transmission) to the parties at the following addresses:

FREMONT CONSERVATION DISTRICT
248 Dozier Avenue
Canon City, CO 81212
Email: info@fremontcd.org

FREMONT COUNTY, COLORADO
615 Macon Avenue, #105
Canon City, CO 81212
Email:
commissioners@fremontco.com

AND

Pathfinder Park Events Center
6655 Colorado State Highway 115
Florence, CO 81226
Email:
pathfinderpark@fremontco.com

19. Neither party may assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party.

20. The rights and obligations of the parties shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and permitted assigns.

21. Employees of a Party shall, at all times while providing assistance, continue to be employees of said Party and shall not be deemed employees of the other Party for any purpose. Wages, hours and other terms and conditions of employment of each Party shall remain applicable to all of its employees who provide assistance. Each Party shall be solely responsible for payment of its employees' wages, any required payroll taxes and any benefits or other compensation.

22. Notwithstanding any other provision of this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as now existing or hereafter amended (the "CGIA"). The parties understand and agree that liability for claims or injuries to persons or property arising out of negligence of a Party afforded protections by the CGIA, its departments, agencies, boards, officials or employees is controlled and limited by the provisions of the CGIA, as now existing and hereafter amended.

23. The Parties acknowledge that this IGA has been drafted with the input from both Parties and therefore, will not under any circumstances be construed against any Party as the drafter of the document.

24. This IGA constitutes the entire agreement of the parties with request to the subject matter hereof and supersedes any prior agreements or understandings.

FREMONT CONSERVATION DISTRICT:

BY: John Daniels Date: 2/1/2024
NAME: John Daniels
TITLE: President

FREMONT COUNTY:

BY: _____ Date: _____
NAME: _____
TITLE: _____