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El Paso County, CO



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RESOLUTION NO. 19- 167

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF EL PASO, STATE OF COLORADO**

**RESOLUTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT
BETWEEN EL PASO COUNTY, BY AND THROUGH THE BOARD OF COUNTY
COMMISSIONERS OF EL PASO COUNTY, COLORADO AND THE FRONTIER
CHARTER ACADEMY**

WHEREAS, the Parties have authority to enter into this IGA pursuant to C.R.S. §. 29-1- 203, which authorizes governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting governmental units; and

WHEREAS, FLEET MANAGEMENT provides fleet management services, including parts, labor, and fuel for El Paso County; and

WHEREAS, FRONTIER CHARTER ACADEMY have identified a need for diesel fuel and gasoline for its fire fighting vehicles and equipment throughout the fiscal year; and

WHEREAS, FRONTIER CHARTER ACADEMY believe they will use up to approximately 300 gallons of diesel a month and up to 50 gallons of gasoline a month; and

WHEREAS, THE COUNTY agrees to provide diesel fuel and gasoline support to FRONTIER CHARTER ACADEMY; and

WHEREAS, THE COUNTY has the capacity to store and supply the fuel support to FRONTIER CHARTER ACADEMY; and

WHEREAS, THE COUNTY will not be incurring any additional costs, other than the cost of the diesel fuel and gasoline, to provide this service to FRONTIER CHARTER ACADEMY; and

WHEREAS, FRONTIER CHARTER ACADEMY agrees to pay for the diesel fuel and gasoline dispensed and any operational costs incurred, if any exist; and

WHEREAS, FRONTIER CHARTER ACADEMY agrees to report and clean up any and all fuel spills caused by FRONTIER CHARTER ACADEMY operators; and

NOW, THEREFORE, the Parties understand and agree as follows:

1. The purpose of the IGA is to outline certain understandings between the two Parties regarding the provision of fuel support to FRONTIER CHARTER ACADEMY, which will be voluntary, and nothing in the IGA shall be construed to obligate THE COUNTY to provide said fuel to FRONTIER CHARTER ACADEMY.

2. THE COUNTY will provide to FRONTIER CHARTER ACADEMY diesel fuel in an amount not to exceed 300 gallons of diesel a month and gasoline in an amount not to exceed 50 gallons of gasoline a month.

3. THE COUNTY through FLEET MANAGEMENT will be the sole supplier of fuels for FRONTIER CHARTER ACADEMY, unless additional fuels are needed. If FRONTIER CHARTER ACADEMY needs additional fuel and THE COUNTY cannot support the additional fuel requests, then FRONTIER CHARTER ACADEMY will purchase the additional amounts on their own through their normal fuel purchase procedures.

4. THE COUNTY through FLEET MANAGEMENT will submit a monthly invoice to FRONTIER CHARTER ACADEMY for diesel and gasoline at the actual cost FLEET MANAGEMENT pays on a per gallon basis and FRONTIER CHARTER ACADEMY hereby agrees to pay for diesel fuel and gasoline at that rate.

5. FRONTIER CHARTER ACADEMY shall pay the invoice within the timeframe and in the manner required by THE COUNTY as noted in the invoice.

6. FRONTIER CHARTER ACADEMY shall be responsible for any operational costs incurred, including but not limited to, spill cleanup and any enforcement action(s) by Colorado Public Health and Environment and/or the U. S. Environmental Protection Agency related to any spills, and damage to THE COUNTY fuel pumps and/or property by FRONTIER CHARTER ACADEMY.

7. THE COUNTY will submit a monthly invoice for any additional operational costs, if any, incurred by THE COUNTY that are caused by FRONTIER CHARTER ACADEMY as noted above.

8. FRONTIER CHARTER ACADEMY shall pay the invoice for any operational costs incurred within the timeframe and in the manner required by THE COUNTY as noted in the invoice.

9. THE COUNTY through FLEET MANAGEMENT will provide winter blend diesel during the winter season. The winter season is from October 1st through April 30th.

10. The blending ratio for winter blend diesel fuel is 1 gallon of additive to 750 gallons of diesel, which provides a freeze protection up to 18 degrees below zero. Gasoline provided by THE COUNTY through FLEET MANAGEMENT will be 85 Octane rating.

11. FRONTIER CHARTER ACADEMY certifies that the purchased fuel from THE COUNTY will be used for the exclusive use of FRONTIER CHARTER ACADEMY and FRONTIER CHARTER ACADEMY will not resell the fuel to any person or entity.

12. FRONTIER CHARTER ACADEMY will receive fuels required from THE COUNTY Calhan Maintenance Facility located at 1010 Golden Street Calhan, Colorado 80808.

13. FRONTIER CHARTER ACADEMY will access the Calhan Maintenance Facility through the North Gate and ensure gate is secured if used after 5:00 PM.

14. THE COUNTY and FRONTIER CHARTER ACADEMY each agree to:

- a. THE COUNTY will provide to FRONTIER CHARTER ACADEMY the name and contact information for the County Fleet Manager and Calhan Fleet Foreman within 5 days of signing this IGA.
- b. FRONTIER CHARTER ACADEMY will provide to THE COUNTY the name and contact information for the FRONTIER CHARTER ACADEMY Chief within 5 days of signing this IGA.
- c. The Parties agree to meet semiannually for the first year to review procedures at a mutually agreeable time. The Parties, upon mutual agreement, can agree to meet on an as needed basis after the first six months.
- d. FRONTIER CHARTER ACADEMY will, within 1 hour of discovery of a spill event, inform the County Fleet Manager of any diesel fuel or gasoline spills of 1 gallon or more at County property.
- e. FRONTIER CHARTER ACADEMY will be responsible to clean up all fuel spills within 1 hour of the spill.
- f. If FRONTIER CHARTER ACADEMY does not clean up the fuel spills, it will be invoiced for the actual costs incurred by THE COUNTY to clean up the fuel spills. FRONTIER CHARTER ACADEMY shall pay the invoice within the timeframe and in the manner required by THE COUNTY as noted in the invoice.
- g. The Parties agree THE COUNTY will maintain sufficient records to meet auditing requirements to show that there were no sales to any purchaser other than another state/local government (including NO federal agency nor tribal government) and FRONTIER CHARTER ACADEMY will maintain records to show that it legitimately purchased non-tax-paid taxable fuels from specific other state/local governments (THE COUNTY).
- h. THE COUNTY through FLEET MANAGEMENT will make available, upon request by FRONTIER CHARTER ACADEMY, records showing price per gallon for fuels based on spot market cost.

15. If any provision of this IGA or the application thereof to any Party is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application.

16. This IGA may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same IGA.

17. This IGA is subject to and shall be interpreted under the laws of the State of Colorado and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.

18. This IGA is intended as the complete integration of the understanding between the two Parties and constitutes the entire agreement between the Parties. All other representation or statements previously made, whether verbal or written are merged herein.

19. This IGA is binding upon the Parties hereto and upon their respective legal representatives, successors, and assigns.

20. Any amendment, termination, deletion, addition to, or modification of this IGA must be agreed to in writing and acknowledged by all of the Parties to this IGA.

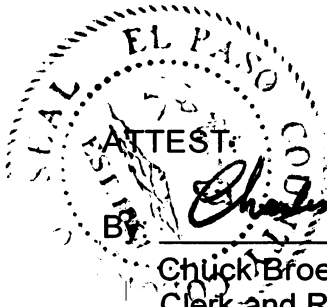
21. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this IGA.

22. The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

23. This IGA will be effective as of March 22, 2019 and shall continue in effect through March 22, 2020, unless terminated sooner. Either Party may terminate this IGA upon thirty (30) days advance written notice to the other Party.

NOW, THEREFORE, BE IT RESOLVED, the Board of County Commissioners hereby approves the Intergovernmental Agreement between El Paso County, by and through the Board of County Commissioners and the Frontier Charter Academy.

DONE THIS 14th day of May 2019, at Colorado Springs, Colorado.



BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: Chuck Broerman
Chuck Broerman
Clerk and Recorder

By: Mark Waller
Mark Waller, Chair

EL PASO COUNTY

COMMISSIONERS:
MARK WALLER (CHAIR)
LONGINOS GONZALEZ JR (VICE CHAIR)

HOLLY WILLIAMS
STAN VANDERWERF
CARR BREMER

Department of Public Works
Engineering ~ Highway Division ~ Fleet Services

INTERGOVERNMENTAL AGREEMENT Between

El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado and Frontier Charter Academy

This Intergovernmental Agreement (IGA) is executed this _____ day of April, 2019, by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("THE COUNTY"), a political subdivision of the State of Colorado, acting through the El Paso County Fleet Management Division ("FLEET MANAGEMENT"), whose address is 3275 Akers Drive, Colorado Springs, Colorado, 80922 and Frontier Charter Academy, a public charter school of the State of Colorado, whose address is 418 Yoder Street, Calhan, Colorado 80808 ("FRONTIER CHARTER ACADEMY"). THE COUNTY and FRONTIER CHARTER ACADEMY may be collectively referred to as the "Parties".

WHEREAS, the Parties have authority to enter into this IGA pursuant to C.R.S. §. 29-1-203, which authorizes governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting governmental units; and

WHEREAS, FLEET MANAGEMENT provides fleet management services, including parts, labor and fuel for El Paso County; and

WHEREAS, FRONTIER CHARTER ACADEMY has identified a need for diesel fuel and gasoline for its school buses during the school year and when school is in session; and

WHEREAS, FRONTIER CHARTER ACADEMY believe they will use up to 300 gallons of diesel fuel a month and up to 50 gallons of gasoline a month; and

WHEREAS, THE COUNTY agrees to provide diesel fuel and gasoline support to FRONTIER CHARTER ACADEMY; and

WHEREAS, THE COUNTY has the capacity to store and supply the fuel support to FRONTIER CHARTER ACADEMY; and



WHEREAS, THE COUNTY will not be incurring any additional costs, other than the cost of the diesel fuel and gasoline, to provide this service to FRONTIER CHARTER ACADEMY; and

WHEREAS, FRONTIER CHARTER ACADEMY agrees to pay for the diesel fuel and gasoline dispensed and any operational costs incurred, if any; and

WHEREAS, FRONTIER CHARTER ACADEMY agrees to report and clean up any and all fuel spills caused by FRONTIER CHARTER ACADEMY operators; and

NOW, THEREFORE, the Parties understand and agree as follows:

1. The purpose of the IGA is to outline certain understandings between the two Parties regarding the provision of fuel support to FRONTIER CHARTER ACADEMY, which will be voluntary, and nothing in the IGA shall be construed to obligate THE COUNTY to provide said fuel to FRONTIER CHARTER ACADEMY.
2. THE COUNTY will provide to FRONTIER CHARTER ACADEMY diesel fuel in an amount not to exceed 300 gallons of diesel a month and gasoline in an amount not to exceed 50 gallons of gasoline a month.
3. THE COUNTY through FLEET MANAGEMENT will be the sole supplier of fuels for FRONTIER CHARTER ACADEMY, unless additional fuels are needed. If FRONTIER CHARTER ACADEMY needs additional fuel and THE COUNTY cannot support the additional fuel requests, then FRONTIER CHARTER ACADEMY will purchase the additional amounts on their own through their normal fuel purchase procedures.
4. THE COUNTY through FLEET MANAGEMENT will submit a monthly invoice to FRONTIER CHARTER ACADEMY for diesel and gasoline at the actual cost FLEET MANAGEMENT pays on a per gallon basis and FRONTIER CHARTER ACADEMY hereby agrees to pay for diesel fuel and gasoline at that rate.
5. FRONTIER CHARTER ACADEMY shall pay the invoice within the timeframe and in the manner required by THE COUNTY as noted in the invoice.
6. FRONTIER CHARTER ACADEMY shall be responsible for any operational costs incurred, including but not limited to, spill cleanup and any enforcement action(s) by Colorado Public Health and Environment and/or the U. S. Environmental Protection Agency related to any spills, and damage to THE COUNTY fuel pumps and/or property by FRONTIER CHARTER ACADEMY.

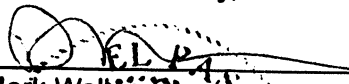
7. THE COUNTY will submit a monthly invoice for any additional operational costs, if any, incurred by THE COUNTY that are caused by FRONTIER CHARTER ACADEMY as noted above.
8. FRONTIER CHARTER ACADEMY shall pay the invoice for any operational costs incurred within the timeframe and in the manner required by THE COUNTY as noted in the invoice.
9. THE COUNTY through FLEET MANAGEMENT will provide winter blend diesel during the winter season. The winter season is from October 1st through April 30th.
10. The blending ratio for winter blend diesel fuel is 1 gallon of additive to 750 gallons of diesel, which provides a freeze protection up to 18 degrees below zero. Gasoline provided by THE COUNTY through FLEET MANAGEMENT will be 85 Octane rating.
11. FRONTIER CHARTER ACADEMY certifies that the purchased fuel from THE COUNTY will be used for the exclusive use of FRONTIER CHARTER ACADEMY and FRONTIER CHARTER ACADEMY will not resell the fuel to any person or entity.
12. FRONTIER CHARTER ACADEMY will receive fuels required from THE COUNTY Calhan Maintenance Facility located at 1010 Golden Street, Calhan, Colorado 80808.
13. FRONTIER CHARTER ACADEMY will access the Calhan Maintenance Facility through the North Gate and ensure gate is secured if used after 5:00 PM.
14. THE COUNTY and FRONTIER CHARTER ACADEMY each agree to:
 - a. THE COUNTY will provide to FRONTIER CHARTER ACADEMY the name and contact information for the County Fleet Manager and Calhan Fleet Foreman within 5 days of signing this IGA.
 - b. FRONTIER CHARTER ACADEMY will provide to THE COUNTY the name and contact information for the FRONTIER CHARTER ACADEMY Transportation Director and FRONTIER CHARTER ACADEMY Superintendent within 5 days of signing the IGA.
 - c. The Parties agree to meet semiannually for the first year to review procedures at a mutually agreeable time. The Parties, upon mutual agreement, can agree to meet on an as needed basis after the first six months.

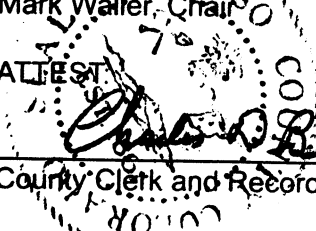
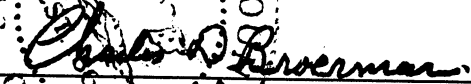
- d. FRONTIER CHARTER ACADEMY will within 1 hour of discovery of a spill event, inform the County Fleet Manager of any diesel fuel or gasoline spills of 1 gallon or more at County property.
- e. FRONTIER CHARTER ACADEMY will be responsible to clean up all fuel spills within 1 hour of the spill.
- f. If FRONTIER CHARTER ACADEMY does not clean up the fuel spills, it will be invoiced for the actual costs incurred by THE COUNTY to clean up the fuel spills. FRONTIER CHARTER ACADEMY shall pay the invoice within the timeframe and in the manner required by THE COUNTY as noted in the invoice.
- g. The Parties agree THE COUNTY will maintain sufficient records to meet auditing requirements to show that there were no sales to any purchaser other than another state/local government (including NO federal agency nor tribal government) and FRONTIER CHARTER ACADEMY will maintain records to show that it legitimately purchased no-tax-paid taxable fuels from specific other state/local governments (THE COUNTY).
- h. The COUNTY through FLEET MANAGEMENT will make available, upon request by FRONTIER CHARTER ACADEMY, records showing price per gallon for fuels based on spot market cost.
- 15. If any provision of this IGA or the application thereof to any Party is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application.
- 16. This IGA may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same IGA.
- 17. This IGA is subject to and shall be interpreted under the laws of the State of Colorado and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.
- 18. This IGA is intended as the complete integration of the understanding between the two Parties and constitutes the entire agreement between the Parties. All other representation or statements previously made, whether verbal or written, are merged herein.
- 19. This IGA is binding upon the Parties hereto and upon their respective legal representatives, successors, and assigns.

20. Any amendment, termination, deletion, addition to, or modification of this IGA must be agreed to in writing and acknowledged by all of the Parties to this IGA.
21. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this IGA.
22. The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.
23. This IGA will be effective as of April ____, 2019 and shall continue in effect through May 31, 2019, unless terminated sooner. Either Party may terminate this IGA upon thirty (30) days advance written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on this 14th day of May 2019.

**Board of County Commissioners
of El Paso County, Colorado:**



Mark Waller, Chair

ATTEST


County Clerk and Recorder
Approve as to form:

Date: 5/14/19

County Attorney's Office

Frontier Charter Academy:



Judy Wilk
Frontier Charter Academy Board Treasurer

Date: March 22, 2019

ATTEST:



Karin Gurokovich
Frontier Charter Academy Head of School