

SPONSORED BY: COUNCIL MEMBER WIENEKE

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-122
Series of 2008

Series of 2008

A RESOLUTION APPROVING THE FORM OF VOLUNTEER ORGANIZATION CONTRACTS

WHEREAS, the City utilizes and relies upon the services of various volunteer organizations to assist it with providing City services;

WHEREAS, the City also desires to assure that volunteer organizations are aware of the City policies regarding the providing of volunteer services;

WHEREAS, the City also desires to assure that volunteer organizations are identified in order to assure they are covered by the City's insurance policy covering the volunteers that are part of the volunteer organizations; and

WHEREAS, the City also desires to create a mechanism to provide for accountability of such organizations in the event the City provides funding to such volunteer organization to cause the organizations to complete scopes of services on the City's behalf.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The City Council hereby approves the form of contract attached hereto as **Exhibit A**, and incorporated herein by this reference, and authorizes the City Manager to execute such contracts on behalf of the City for those volunteer organizations that are not provided direct City funding to perform City tasks.

Section 2. The City Council further approves the form of contract attached hereto as **Exhibit B**, and incorporated herein by this reference, and authorizes the City Manager to execute such contracts on behalf of the City to the extent such contracts are within the City Manager's spending authority, for those volunteer organizations that the City provides funding to cause the organizations to complete specified tasks on the City's behalf.

Section 3. The City Manager is further directed to implement such procedures to assure that the City's volunteer organizations execute the appropriate contracts with the City consistent with this Resolution.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

EXHIBIT A

AGREEMENT

This Agreement is entered into this ____ day of _____, 2008, by and between the City of Northglenn, Colorado, a Colorado home rule municipality (the "City"), and the _____ (the "Volunteer Organization"). The City and Volunteer Organization may also collectively be referred to as the "Parties."

PURPOSE

The purpose of this Agreement is to memorialize and clarify the mutually beneficial relationship between the City and Volunteer Organization.

AGREEMENT

WHEREAS, Volunteer Organization is an organization that seeks to assist the City of Northglenn in a volunteer capacity;

WHEREAS, the City substantially relies on the commitment of Volunteer Organization and its members to provide volunteer services to the City in order to better serve the Northglenn community as set forth hereinbelow; and

WHEREAS, the City and Volunteer Organization therefore desire to memorialize the partnership between the parties as set forth below.

NOW, THEREFORE, based upon the mutual covenants and promises as set forth herein below, the amount and sufficiency of which is hereby acknowledged, the City and VOLUNTEER ORGANIZATION agree as follows:

1. Covenants of Volunteer Organization. Volunteer Organization agrees to perform those activities set forth in **Exhibit A**, and any other volunteer activities that the City and Volunteer Organization agree are appropriate to benefit the Northglenn community. On its own behalf and on behalf of its members, Volunteer Organization agrees to comply with City policies, rules and regulations related to Volunteers and Volunteer Organizations within the City. Volunteer Organization further understands and acknowledges, for itself and on behalf of its members, that its activities reflect upon the City and its reputation, and thus Volunteer Organization agrees to use its best efforts to perform its activities consistent with the goals and objectives of the City.

2. Obligations of the City. In consideration of the providing of events and activities as set forth in Section 1, the City agrees to provide insurance coverage to Volunteer Organization and its members in an amount determined appropriate by the City in its sole discretion so long as the Volunteer Organization volunteers are acting at the City's direction within the scope of their authority within the meaning of this Agreement.

3. Access to the City. The Parties understand and acknowledge that in order for Volunteer Organization to provide the City with volunteer assistance as set forth in this Agreement, the City must allow for access to areas and equipment including vehicles that are not generally open and/or available to the general public. The City in cooperation with Volunteer Organization therefore agrees to implement policies and procedures to allow for access to any such areas and/or equipment in a manner that (a) assures appropriate access to such areas and use of such equipment, and (b) provides necessary training to assure the safe and appropriate use of such areas and equipment.

4. Notice. Any notice required under this Agreement shall be in writing and mailed by United States first class mail to the respective parties at the address given below:

The City: _____
City of Northglenn
P.O. Box 330061
Northglenn, CO 80233-8061

VOLUNTEER ORGANIZATION: c/o _____
[Address]

5. Term; Termination. Subject to the provisions of Section 6, this Agreement shall continue in effect until either party provides thirty (30) days' written notice of its intent to terminate the provisions of this Agreement, with or without cause.

6. Subject to Annual Appropriation. Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations of the City not to be performed during the current fiscal year are subject to annual appropriation. In the event the City determines not to appropriate in any fiscal year, the City shall give Volunteer Organization notice as set forth in Section 4 of this Agreement.

7. Venue. For the resolution of any dispute arising hereunder, venue shall be in the courts of Adams County, State of Colorado.

8. Immunity. The Parties further understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, *et seq.*, as from time to time amended.

9. Entire Understanding. This Agreement constitutes the entire understanding between the City and Volunteer Organization regarding the volunteer services provided by Volunteer Organization, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except by written amendment hereto.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen M. Novak, Mayor

ATTEST:

Johanna Small, CMC, Acting City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

VOLUNTEER ORGANIZATION

By: _____
_____, President

ATTEST:

_____, Secretary

AGREEMENT

This Agreement is entered into this ____ day of _____, 2008, by and between the City of Northglenn, Colorado, a Colorado home rule municipality (the "City"), and the _____ (the "Volunteer Organization"). The City and Volunteer Organization may also collectively be referred to as the "Parties."

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WHEREAS, the City substantially relies on the commitment of Volunteer Organization and its members to provide volunteer services to the City in order to better serve the Northglenn community as set forth hereinbelow; and

WHEREAS, the City and Volunteer Organization therefore desire to memorialize the partnership between the parties as set forth below.

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In addition, in consideration for the payment of \$_____ by the City as set forth in Section 2 of this Agreement, Volunteer Organization shall complete the services specifically identified in **Exhibit B**, attached hereto and incorporated herein by this reference. Volunteer Organization expressly agrees, to the extent permitted by law, to defend, indemnify and hold harmless the City, its officers, agents, employees and insurers against any liability, loss, damage, demand, action, cause of action or expense of whatever nature (including court costs and attorney fees) which may result from any loss, injury, death or damage allegedly sustained by any person, firm, corporation or other entity which arises out of or is caused by reason of the

Volunteer Organization's negligent performance of the obligations set forth in **Exhibit B**.

2. Obligations of the City. In consideration of the providing of events and activities as set forth in Section 1, the City agrees to provide insurance coverage to Volunteer Organization and its members in an amount determined appropriate by the City in its sole discretion so long as the Volunteer Organization volunteers are acting at the City's direction within the scope of their authority within the meaning of this Agreement.

In addition, the City shall pay Volunteer Organization the amount of \$_____ in exchange for the agreement by Volunteer Organization to complete the scope of services set forth in **Exhibit B**.

3. Access to the City. The Parties understand and acknowledge that in order for Volunteer Organization to provide the City with volunteer assistance as set forth in this Agreement, the City must allow for access to areas and equipment including vehicles that are not generally open and/or available to the general public. The City in cooperation with Volunteer Organization therefore agrees to implement policies and procedures to allow for access to any such areas and/or equipment in a manner that (a) assures appropriate access to such areas and use of such equipment, and (b) provides necessary training to assure the safe and appropriate use of such areas and equipment.

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9. Entire Understanding. This Agreement constitutes the entire understanding between the City and Volunteer Organization regarding the volunteer services provided by Volunteer Organization, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except by written amendment hereto.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen M. Novak, Mayor

ATTEST:

Johanna Small, CMC, Acting City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

VOLUNTEER ORGANIZATION

By: _____
_____, President

ATTEST:

_____, Secretary