

Minutes of Meeting
May 9, 2002

Road Board - Water District Board
Agreement for Use of Equipment

Attendees:

Gary Clements, Water Board Member
Dick Gormley, Road Board Member
Jeannine Haag, Assistant County Attorney, Larimer County
Jonathan Hummel, Water District Attorney
Darlene Khosrowpour, Road Board Member
Dale Miller, Road & Bridge Director
Kate Tremblay, Larimer County Risk Manager

Note: In the following minutes, GID refers to the Pinewood Springs General Improvement District, represented by the Road Board. Water District refers to the Pinewood Springs Water District represented by the Pinewood Springs District Water District Board.

The meeting opened at 10:35 am.

To start the meeting off, Dale explained his views about an agreement between the GID Road Board and the Water District Board. He said that the two boards should have a handshake deal, because they both serve the same community. Jonathan explained that he represents the Water District and has a concern about liability and who is the responsible person for signing the agreement.

Kate's issues:

Our insurance - only liability, what if major damage occurs?

Could be solved by GID paying the premium due to current insurer of the water boards' equipment.

Also, she expressed concern about the county being sued on issues that really doesn't have anything to do with the county. It happens all the time. Thus, the reason the county does not want to sign an agreement between two other parties.

Dick asked who approves the operators for GID snowplow drivers and water district drivers?

Action Item: Dale will check into the approval process for GID snowplow drivers.

Gary says that the Water District does not have a certification process for their drivers. Instead, they hire someone who already has experience. The GID drivers can be covered under the Water Districts insurance, and the GID would pay the extra premium. The Water District would approve the GID drivers using the same criteria as the Water

District drivers. Jonathan will contact the Insurance company to verify coverage information.

Kate wants to know coverage. Jonathan thinks \$1M or limits set by Government immunity act. She stated that the GID drivers could be volunteers and must understand that they cannot claim workers compensation if they are injured. Or, they could be contractors and fall under the benefits program.

Action Item: Jonathan will contact insurance to obtain coverage information on four issues: injury of driver, bodily injury, property damage to vehicles, and liability for third party damage.

Jeannine's issues:

Jeannine expressed concern that the GID road board wants to use the equipment to do what should be done by contractors and that the GID should use contractors for everything. She will have to research issues around services that the GID road board wants to provide by using the Water District's equipment.

Darlene explained that when it snows, the snow usually reforms as ice on some roads that get little sun. Because the roads are curvy and steep with ice, 4-wheel drives try to make it up and tend to dig into the roads. The GID road board plans to use the backhoe to put sand in the sander to help maintain the roads. Quick action is very important.

Darlene and Dick defined the *Scope of Services*:

- Dump materials and spread for minor improvements such as potholes.
- Use backhoe to put sand in sander for sanding roads and materials in dump truck for filling potholes.
- There will be no excavation.

Action Item: Darlene will forward the complete list of services to Jeannine.

Gary asked if the agreement had to list the specific vehicles, including serial number and, if so, what happens when the equipment changes. Jonathan said that it is important to list the specific vehicles for the agreement but that it could be done on an addendum.

Dale says that Larimer County has to just say administratively that the GID will pay the insurance premiums for the drivers. Do we still need an agreement? Dale asked Jeannine if a Memorandum of Understanding (MOU) from Larimer County would suffice. Jeannine agreed that the MOU will work if the GID drivers are covered on the Water Districts insurance policy.

Memorandum of Understanding would have a schedule attached to specify the specific vehicle information. The information contained in the agreement will be put in the MOU.

Jeannine says that it is important to have service agreements with residents who want to do the work, like Don Groskreutz, who currently uses his own garden tractor to perform minor road maintenance like filling potholes.

Action Item: Linda Sanders of the Larimer County Engineering Department needs to work with Darlene on a service agreement.

Jeannine has concerns about the repair, maintenance, and servicing issues, stating that the county maintenance crew does not always agree about what caused a repair problem, how will the GID and Water District agree on responsibility of equipment repair. Dale addressed her concerns by stating that some issues are absolute but that some issues are hard to discern and opinion comes into play. An agreement cannot cover all possibilities. (NOTE: This is where I switched from my computer to paper so may have missed some of the discussion.)

Gary requested to go over the agreement to see what should be placed in the MOU. Item #3-*Repair* will be replaced by the Scope of Services and regular routine servicing clause. The Scope of Services will include things that will not be done. The individual's service agreement will state that the individual will not operate outside of scope.

#4-*Operation* Jonathan said that he would prefer that Larimer County and the Water District both certify the GID driver. Dale said that it would be impossible for the county to certify the driver because their equipment is different, the driver would have to have a CDL, and the Water District would probably want to re-certify the driver on their equipment. Because of the need to re-certify, the Water District might as well be the only certifier.

Jeannine and Jonathan agreed that the cost of operation should be based on use. The backhoe's timer and the dump truck's mileage can track usage. Dale suggested that a past history average can provide adequate information for allocating the cost of operation. Darlene and Gary objected to allocation of the cost of operation. Darlene said that the GID drivers can track the actual information.

Jonathan and Dick suggested that the GID rent a service from the Water District that includes a driver and the equipment. Gary said that there are two part-time employees and one full time employee. Darlene expressed concern about availability of driver because short-notice is necessary for some operations, such as sanding.

Jonathan asked if there would be a competitive problem with Breen. Dale said he would check Breen's contract but he didn't really think so. Darlene said that, based on previous discussions with Breen, she believed that Breen was ok with us doing some minor work ourselves. Dale suggested that the GID road board talk to Breen again to get an ok.

Action Item: Dale will check Breen's contract to verify compliance if the GID road board rents services from the Water District. These services would be limited to the Scope of Services as described above.

Dale suggested that the GID road board look into both options - MOU with own drivers and the rental of services from Water District.

The meeting closed at 11:40 am.