

**EL PASO COUNTY  
PUBLIC SERVICES DEPARTMENT  
2015 SERVICE LEVEL AGREEMENT  
FOR THE CITY OF COLORADO SPRINGS MUNICIPAL OPERATION**

This Service Level Agreement (SLA) pertains to facilities maintenance services provided by El Paso County Public Services Department to the City of Colorado Springs Municipal Operations.

1. **INTRODUCTION** - El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("County") and the City of Colorado Springs, a home rule city and Colorado municipal corporation ("City") entered into an Intergovernmental Agreement ("IGA") for Facilities Building Maintenance Services ("2010 IGA"), including a Service Level Agreement of even date ("2010 SLA"), on November 3, 2009. Paragraph 5 of the 2010 IGA, and Paragraph 18.A of the 2010 SLA, provided for four (4) additional annual term extensions commencing January 1, 2011, and all four (4) annual term extensions were exercised. The current amendments to the 2010 IGA and the 2010 SLA both expire on December 31, 2014. The City and County desire to continue the relationship and enter into a new IGA and SLA.

The services outlined in the latest amendment to the 2010 SLA are being continued under a new IGA dated \_\_\_\_\_ ("2015 IGA") and SLA ("2015 SLA"), without change for 2015. 2015 is the base year of the 2015 IGA and 2015 SLA as provided for and approved in the 2015 IGA. All non-conflicting provisions of the 2015 IGA are hereby incorporated herein by this reference.

2. **MISSION STATEMENT** – One of the County's Public Services Department's ("PSD") missions is to deliver cost effective facilities services that provide a safe, healthy, functional, secure and aesthetically pleasing work environment for employees, customers, and the public.
3. **PURPOSE** – The intent and purpose of this document is to identify the nature and scope of services available from PSD, including the services of the Facilities Maintenance Section (FMS) This document will set forth the framework for both City and County to continue to develop and more completely define facilities services to meet the needs of each City department/facility receiving service and define how payment shall be made in return for these services. This SLA also sets forth the process by which PSD and the City will coordinate and collaborate on issues of joint interest and how PSD will provide cost accounting and work order updates to the City.
4. **GOALS**
  - A. **SERVICE DELIVERY** – Jointly determine the most cost efficient, timely and effective means of delivering services, whether through in-house efforts or the utilization of consultants and/or contractors by monitoring staff utilization practices.
  - B. **DESIGN STANDARDS** – Assure that the design standards utilized are the most cost effective, provide a safe working environment, deliver a pleasing atmosphere and are in the best interest of the City.
  - C. **PERSONNEL** – Provide trained, site knowledgeable, certified and/or licensed personnel as required for the service being provided. Cross training shall be provided within PSD on City facilities to provide a larger, trained resource.
  - D. **REGULATIONS** – Assist departments in identifying and addressing necessary upgrades as they relate to current codes. Assure that all necessary permits, licenses, certifications and warranties are obtained for construction and maintenance projects performed on City facilities by PSD as defined herein.
  - E. **PROJECT DOCUMENTATION** – PSD shall provide documentation on the frequency and types of services provided. Ensure documentation is available to the City at any time upon request.
  - F. **SERVICE DOCUMENTATION** – The City and PSD shall, in 2015, continue to evaluate the services, their frequencies and the associated costs to be provided under future City allocations for the facilities identified in Attachment B.
  - G. **ADDITIONAL SERVICES** – PSD shall provide cost estimates for additional services as they are requested, which additional services may require amendment of this SLA.

H. **USE OF PSD BY City** – It is PSD’s goal to become the City’s service provider of choice. The use of PSD services by City departments is not mandatory.

## 5. DEFINITIONS

- A. City – City of Colorado Springs Municipal Operations
- B. City Department Representative – Representative authorized to initiate, approve and pay for services.
- C. FMS – Facilities Maintenance Section, Public Services Department, El Paso County
- D. PSD – Public Services Department, El Paso County
- E. RFP – Request for Proposal
- F. ADA – Americans with Disabilities Act
- G. UPS – Uninterruptible Power Supply
- H. Non-enterprise Facilities – Buildings financed by City’s General Fund
- I. Enterprise Facilities – Buildings self-funded. i.e. Valley Hi Golf, Patty Jewett Golf, Cemeteries etc.

6. **SCOPE OF SERVICES** – While services provided by PSD are available to all City facilities, only the services specified within this document and its attachments are to be provided under the terms of this SLA. Services beyond the specifications of this SLA are to be negotiated and compensated for separately. A general overview of services available from PSD is provided below.

### A. **FACILITIES MAINTENANCE SERVICES - Non-Enterprise Facilities;**

The services listed below are offered for facilities maintenance, including preventive maintenance, scheduled maintenance, corrective maintenance and emergency services, for City owned Non-Enterprise Facilities. Facilities maintenance services are generally provided with in-house FMS staff. Work is out-sourced but managed by FMS in cases where specialized training is needed, in cases of life safety and liability and in cases where regulations require outsourcing. FMS staff will proceed with work on identifying services, equipment, frequencies and costs for the Facilities identified in Attachment B.

- 1) **Preventive Maintenance** – Preventive maintenance is performed on HVAC equipment, emergency generators, water heaters, annual building backflow prevention certification and identified building equipment per schedule.
- 2) **Preventive Maintenance Contracts** – Services may be contracted but managed by FMS for preventive maintenance on registered chillers, generator checks, UPS systems, fire systems, state and County dictated inspections, annual boiler, annual backflow prevention and roof inspections and specified equipment.
- 3) **Corrective Maintenance** – Corrective maintenance is performed on buildings and facility related equipment as required (example: HVAC, pumps, controls, etc.), and to include appliance repair in fire station kitchens and building ice machines. In buildings other than fire facilities, individual appliances (i.e. refrigerators, micro-waves, etc.) are not included in this SLA.
- 4) **Compressor Replacement** – Services may be contracted but managed by FMS for compressor replacement.
- 5) **Emergencies** – Twenty-four (24) hour emergency services are provided in-house through a stand-by program.
- 6) **HVAC Maintenance** – HVAC maintenance to include minor preventive maintenance/filter changes on mechanical equipment including air handlers, variable-air-volume devices, refrigeration air conditioning units, cabinet heaters, exhaust fans, rooftop relief hoods, apparatus exhaust systems.
- 7) **Life-Safety Maintenance** – Services are provided for preventive maintenance of generators and emergency lighting systems. Fire suppression systems, fire monitoring systems and fire extinguisher system services are contracted by the City. PSD agrees to be initial responder to fire trouble alarms.
- 8) **Building Maintenance** – Building maintenance to include drywall and other minor wall repair, touchup painting, doors, locks and related hardware installation and repair, ceiling tile replacement, window covering installation, informational signage installation and general carpentry services.

- 9) **Site Maintenance** – Services are provided for maintenance electrical and mechanical components of vehicle gates.
- 10) **Electrical Service and Maintenance** – Services are provided for control systems, uninterrupted power supply systems, emergency generator systems, emergency lighting, building lighting, perimeter lighting, transient voltage surge suppression, electrical service panel maintenance, receptacle and switch replacement and circuit tracing. Electrical maintenance to include trouble-shooting and repair of existing electrical circuits from service entrance to final distribution, replacement and disposal of burned out light bulbs, ballasts and batteries, repair and/or replacement of lights and their components and preventive maintenance on emergency generators.
- 11) **Plumbing Maintenance** – Services are provided for hydronic loop systems, water heaters, backflow prevention certification, interior plumbing fixture replacement, repair and replacement of valves, faucets, controls and piping, clogged drains and routine maintenance.
- 12) **Plumbing Contracted Services** – Maintenance is contracted for identified sewer snaking, addition of backflow prevention devices and chemical treatment.
- 13) **Regulatory Compliance** - Maintenance work that is provided by PSD for general maintenance services and any property management projects will be done in accordance with applicable federal, state and local standards. This will include the coordination of any asbestos, lead, or IAQ sampling or monitoring
- 14) **Property Management** – PSD will assign a property manager to coordinate services that extend beyond general maintenance. Examples include but are not limited to, architectural/engineering services, alteration/addition/improvement projects, remodel, interior upgrades and major maintenance projects and site development.
- 15) **Space Planning and CADD Support** - Collect and verify existing building drawings (Architectural, Electrical and Mechanical) and enter into CADD. Maintain electronic as-built drawings. Develop short and long range space plans. PSD will analyze the proper allocation and efficient use of space and facilities and identify future space requirements. Design standards will be utilized in the most cost effective way to provide a safe working environment that result in a pleasing atmosphere in the best interests of the City and its customers.
- 16) **Day Porter Services** - Perform limited custodial duties and minor building repairs as necessary for assigned facilities. Escort contractors and maintain the function and/or appearance of assigned buildings in a clean and orderly appearance.

**B. FACILITIES MAINTENANCE SERVICES - Enterprise Facilities;**

. PSD will provide the following services to the following Enterprise Facilities

- 1) **ENTERPRISE DEPARTMENTS INCLUDED IN THIS AMENDMENT** – The Enterprise Facilities included in this SLA include:
  - a. **Cemeteries:**
    1. Evergreen Cemetery Office and Maintenance Shop
    2. Fairview Cemetery Office and Maintenance Shop
  - b. **Golf Courses**
    1. Patty Jewett Golf Course Club House and Maintenance Shop
    2. Valley Hi Golf Course Club House and Maintenance Shop
- 2) **MAINTENANCE REQUIREMENTS** –
  - a. **Cemeteries:** All services listed under Section 6.A. above shall be provided by PSD to the cemeteries and are included in the identified annual cost. PSD will back charge each cemetery monthly for labor and materials for each work order.
  - b. **Golf Courses:** PSD will provide preventive maintenance for identified equipment listed in Attachment C. PSD will provide labor to accomplish a quarterly preventive maintenance program and shall visit the sites a minimum of 12 times per year.
    1. **PREVENTIVE MAINTENANCE FOR EQUIPMENT (PM):** This includes periodic test, inspection, and analysis of all equipment; cleaning; adjustment; lubrication

and calibration; temperature control service; amp electric motors; change compressor oil; and service per manufacture specification. Cost for materials used supporting PM's will be back charged monthly. PM program to include;

- a). Monthly PM visits at each golf course to accomplish PM's.
- b). Weekly boiler checks at each golf course from Sept 15 to May 15.
- c). Boiler winter/summer prep.
- d). Swamp Cooler startup and Winterization.
- e). Annual AHU Coil Cleaning.
- f). Annual Chiller Major PM at Patty Jewett.

2. All other services listed under paragraph 6.A. above shall be provided by PSD to the golf courses and are included in the identified annual cost. PSD will back charge each golf course monthly for labor and materials for each work order.

3) **MAINTENANCE AND REPAIR/EMERGENCY SERVICE:** Maintenance and repair/emergency service work will be done on an as needed basis for worn and failed equipment. An estimated quote will be provided and approval will be obtained from a designated city representative prior to start of work. All cost, to include labor and materials, will be back charged monthly.

C. **SOLID AND/OR HAZARDOUS WASTE.** Under this SLA, PSD shall neither be responsible for obtaining any permits for, nor will perform any work that involves, solid and/or hazardous waste or petroleum products as defined in federal, state or local regulations, nor be responsible for abatement, removal, transportation and/or disposal of solid and/or hazardous waste or petroleum products with the exception of those otherwise specified in this document.

**7. INITIATING SERVICE REQUESTS**

Requests for services under this SLA shall be initiated as follows:

**Operating Hours:** 7:30 am to 4:30 pm Monday through Friday  
**Phone number:** (719) 520-6556  
**Fax number:** (719) 520-6111  
**Email address:** [WorkRequests@elpasoco.com](mailto:WorkRequests@elpasoco.com)  
**On-Call After Hours Number:** (719) 238-6552

**Address:** Facilities Maintenance Section  
 325 S. Cascade Avenue  
 Colorado Springs, CO 80903

**8. INFORMATION NEEDED TO START A WORK ORDER**

Requesting Department  
 Contact name, phone number, fax, email and mail code  
 Work request location (Bldg. # and Room #)  
 Succinct request description  
 Requested completion date  
 Priority – (e.g., emergency, high priority, routine)  
 City account codes, which can be found on Attachment A

**9. INFORMATION NEEDED WHEN COUNTY FACILITIES PERSONNEL RESPOND**

Funding availability, amount  
 Identify person who will authorize expenditures, contracts and change orders  
 Identify person who will enter purchase requests into the City's purchasing system

**10. CONTRACTING FOR SERVICES**

A. **Routine Preventive Maintenance, Corrective Maintenance and Small Projects:**

- 1) PSD is authorized to provide materials for routine preventive maintenance, corrective maintenance and small projects for work up to and including \$1,000. Work in excess of \$1,000 and up to \$10,000 shall not proceed without approval of, and funding by, the City department representative.
  - 2) Whenever possible, repairs, maintenance and small project materials less than \$10,000 shall be solicited from service providers on annual service/blanket contracts. If not possible, see paragraph 10.C.3.
  - 3) A miscellaneous materials charge shall be billed to cover "truck/shop stock" for service calls performed by PSD staff.
  - 4) Invoices for approved materials and low dollar projects, which are projects costing less than \$10,000, shall be paid for by PSD and reimbursed by the City. PSD will bill the City for said materials on a monthly basis. PSD shall verify that the work has been completed and the work order or case closed before billing the City.
- B. Emergency Repairs:**
- 1) Emergency repairs up to \$10,000 are understood to be approved and shall be billed through the PSD's pass-thru accounts, directly to the appropriate department/building maintenance accounts or to the account code given by the City Department representative.
  - 2) Emergency repairs over \$10,000 will be held to the amount necessary to prevent further damage to City assets until a City representative can authorize larger expenditures.
  - 3) Invoices for emergency repairs over \$10,000 shall be forwarded to the City department for payment upon verification by PSD of work completed.
- C. Out-sourced Contracts and Major Project Services, and Major Maintenance:**
- 1) Out-sourced contracts and major project services shall be contracted for under the appropriate City Purchasing Rules and Regulations unless other processes are established and deemed advantageous with the City department representative approval. Services shall be paid for by the City as described in the contract.
  - 2) Where possible, out-sourced contracts and major project services less than \$10,000 shall be solicited from service providers on annual service/blanket contracts. If not possible, see paragraph 10.C.3.
  - 3) Out-sourced contracts and major project services between \$10,000 and \$49,999, and less than \$10,000 where no annual service/blanket contracts exist, require solicitation (in coordination with the City Contracting Office) from at least three (3) service providers. Services shall be billed to the account code provided by a City Department representative.
  - 4) Out-sourced contracts and major project services \$50,000 and above may require a formal solicitation process (in coordination with the City Contracting Office): advertised hard bid, CM/GC (Construction Manager/General Contractor, RFI (Request for Information) or RFQ (Request for Quotation). Services shall be billed to the account code provided by the City department representative.
  - 5) If it is determined that federal funds are being used for the specific work needed, adherence to the FTA guidelines, attached hereto as Attachment D, is required, and requirements over \$3,000 will require three (3) quotes as stipulated by federal regulations
  - 6) Invoices for out-sourced contracts and major project services shall be forwarded to the City department for payment upon verification by PSD of work completed.
  - 7) Change orders to contracts for out-sourced contracts and major project services require signature by PSD and the City department representative.
- D. Supporting documentation.** Supporting documentation shall be provided for all services to sufficiently describe the services/materials being billed to the City department.

## 11. PAYMENT FOR AND FUNDING OF SERVICES

The City will pay PSD in the following manner:

- A. The City will provide funding in the amount of One Million Sixteen Thousand Seven Hundred Ninety Four Dollars (\$1,016,794.00) for PSD facility maintenance services ("identified annual cost"). This cost does not include overtime, materials, and contracted work. Payment for the identified annual cost shall be allocated for the City's budget as follows:
  - 1) \$998,850.00 General Fund
  - 2) \$11,215.00 Patty Jewett

3) \$6,729.00 Valley High

- B. The City will issue funds quarterly (no later than January 15, April 15, July 15, and October 15) for each respective quarter, in increments of twenty-five per cent (25%) of the entire amount of the funding identified in Paragraph 11.A.
- C. El Paso County will provide monthly invoices for materials, overtime, and contracted services used in the completion of work orders.
- D. For any annual renewals of the SLA, the Parties will negotiate a new annual funding amount and amend Paragraph 11.A. of the SLA accordingly.
- E. In accord with the City Charter, the City's performance obligations under this Agreement are expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance, or appropriated funds may not be expended due to City Charter spending limitations, then this Agreement shall thereafter become null and void by operation of law.
- F. If it is determined that Federal Transportation Authority funds are being used for the specific work needed, adherence to the FTA guidelines, attached hereto as Attachment D, is required.

## 12. RESPONSIBILITIES OF PARTIES

- A. The City agrees to provide accurate, complete and timely notice of upcoming work, except for emergencies.
- B. The City agrees to provide PSD with a list of pending projects once the annual City budgets are approved.
- C. The City agrees to provide PSD with reasonable notice for non-budgeted projects to allow timely scheduling of these projects and to best utilize in-house resources.
- D. The City agrees to provide adequate funding for agreed upon services.
- E. The City agrees to provide one representative and one alternate representative for each department and/or building to interface with PSD. These representatives shall work with PSD to prioritize projects and to analyze funding resources.
- F. PSD agrees to keep the City representatives informed of projects affecting their department and progress of their projects.
- G. PSD agrees to provide accurate and complete service within the agreed upon time frames.
- H. PSD agrees to provide the City a report of the preventive maintenance services performed on each building upon request.
- I. The City and PSD agree to refine the building-by-building maintenance scheduling plan for scheduled and preventive maintenance and equipment replacement.
- J. Requests to add sites and/or equipment to the maintenance schedule shall be assessed against available resources. PSD may request additional staffing and/or funding to provide these services.

## 13. SERVICE DELIVERY DEFINITIONS AND RESPONSE PARAMETERS

### A. Emergency Work requests (Priority 1):

PSD shall voice respond to requesting departments within fifteen (15) minutes of receiving an emergency call out. Response time shall be as soon as possible, or as determined in the initial contact.

Between 7:30 am to 4:30 pm: PSD facility maintenance dispatch will be notified of emergencies.

After hours/Holidays: PSD Facilities maintenance on-call technician will be notified of emergencies.

Examples:

1. Life safety - Facilities staff shall respond as necessary for cleanup, repairs and/or assist in recovery actions. Examples: fire, natural disasters.
2. Utilities Failure – Facilities shall respond as necessary for utility isolation, temporary HVAC, clean up and/or repairs. Examples: gas leak, power outage.

3. Minimize Facility/Equipment Damage – Examples: roof damage from winds, plumbing leaks, AC outage in computer room

**B. Urgent/Fast-track Work Requests (Priority 2):**

Urgent work requests will be called in to the PSD facility maintenance dispatch. PSD shall coordinate with the requesting department within one (1) work day of receiving an urgent work request. Response time shall be within two (2) work days, or as determined in the initial contact.

Examples: Roof leak, toilet overflow, hot/cold call, door lock problem, fire panel trouble alarms.

**C. Preventive Maintenance (PM) Work Orders (Priority 3):**

PSD will forward a PM work order report to the appropriate facility staff two (2) weeks prior to the month scheduled. PSD facility maintenance will complete the PM in the month scheduled.

**D. Routine Work Requests (Priority 4):**

Routine work request will be called in to the PSD facility maintenance dispatch. Work orders shall be generated by PSD and placed in the schedule to be completed as time permits or schedule dictates. PSD will provide the work order number and verbal feedback of potential scheduling within two (2) working days.

**14. STRATEGIC ALLIANCE/PARTNERSHIP**

- A. The use of PSD services by City departments is not mandatory.
- B. PSD and the City agree to work together in the spirit of this SLA to allow PSD the opportunity to assist the City in all projects/services, whether it is full service by PSD, assistance in one or more phases of a project/service by PSD or assistance to the City in its out-sourcing efforts.
- C. The City agrees to advise PSD of services not required from PSD and to provide PSD with copies of specifications/plans for projects/services not managed through PSD for archiving/record keeping, maintenance and future projects.

**15. SLA REVIEW**

- A. Meetings of PSD and City representatives will be held as requested by either party to review services provided, performance measures, what is working well, what needs improvement, possible changes to services and the associated costs and/or the SLA.
- B. A mid-year meeting will be reserved to discuss expected changes in scope, volume and/or nature of services to be provided in the next calendar year, so that appropriate budget requests can be prepared. In addition a cursory review of the following year's SLA will be completed.
- C. Completion of the SLA for the next year shall be finalized in the 4<sup>th</sup> quarter of the preceding year.

**16. PERFORMANCE MONITORING.** PSD will perform the following:

- A. Customer surveys and Tracking of maintenance work orders
- B. Tracking of cases for number, type, location
- C. Should the City submit a written request to the County to remove an employee from working on this SLA for cause and the County agrees with the request, the County will remove that employee. This provision shall be contained in all offer letters of those working on this SLA.
- D. Generate reports for preventive maintenance schedules
- E. Generate annual cost of service analysis as a tool to determine City payment for funding of services

**17. ISSUE RESOLUTION**

- A. Concerns by either PSD or the City shall first be discussed by the immediate parties involved for resolution.
- B. If an issue cannot be resolved to both parties' satisfaction, either party may elect to bring the matter to the attention of the next level of management. The order of escalation for discussion and resolution shall be as follows:

- 1) Immediate supervisors of both parties
- 2) County PSD Facilities Maintenance Section Manager and City department representative
- 3) County PSD Operations Manager and the City's Procurement Services Manager
- 4) County PSD Executive Director and the City's Chief Financial Officer.

**18. TERM**

- A. This Agreement shall be effective January 1, 2015 thru December 31, 2015. This SLA may be renewed for four (4) additional one (1) year periods upon mutual written agreement of the City and County, in accord with the City/County Intergovernmental Agreement dated \_\_\_\_\_, 2014 ("City/County IGA").
- B. Termination of this SLA will be in accord with the City/County IGA.

**19. AMENDMENT OF THIS SLA WILL BE IN ACCORDANCE WITH THE CITY/COUNTY IGA.**

- 20. NOTICES:** Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing to the offices identified below and shall be valid and sufficient if dispatched by: (a) United States Postal Service registered or certified mail, return receipt requested, postage prepaid, (b) Hand Delivery, (c) Facsimile with confirmation of receipt, or (d) Email with proof of receipt. The parties agree that written notices regarding general operational issues may be accomplished through email. The Parties shall notify each other as soon as practicable if either of the Managers identified below or elsewhere in the Agreement change.

City of Colorado Springs:  
Procurement Services Manager  
Procurement Services Division  
30 S. Nevada Avenue, Suite 201  
Colorado Springs, CO 80901-1575

El Paso County:  
Operations Manager  
Public Services Department  
3275 Akers Drive  
Colorado Springs, CO 80922-1547

**21. ATTACHMENTS**

- A. List of Departments Correlating Account Numbers
- B. City Building Location Service Matrix
- C. City Golf Course Equip List
- D. FTA Guidelines

**22. SIGNATURES:**



FOR THE BOARD OF COUNTY  
COMMISSIONERS  
EL PASO COUNTY, COLORADO

FOR THE CITY OF COLORADO SPRINGS

By: \_\_\_\_\_  
Dennis Hisey, Chair

By: \_\_\_\_\_  
Steve Bach, Mayor

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

ATTEST:

ATTEST:

By: \_\_\_\_\_  
County Clerk and Recorder

By: \_\_\_\_\_  
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Office of the County Attorney, County Attorney

By: \_\_\_\_\_  
Office of the City Attorney, Attorney