

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF COLORADO SPRINGS AND EL PASO COUNTY, COLORADO
FOR FACILITIES MAINTENANCE SERVICES**

This Intergovernmental Agreement Between the City of Colorado Springs and El Paso County, Colorado for Facilities Maintenance Services (“Agreement”), dated this ____ day of _____, 20____, is made between the City of Colorado Springs, a home rule city and Colorado municipal corporation (“City”), and El Paso County by and through the Board of County Commissioners of El Paso County, Colorado, a duly organized county and political subdivision of the State of Colorado (“County”). The City and the County may be referred to collectively as “Parties” or individually as “Party.”

RECITALS

WHEREAS, the Parties are authorized under §29-1-203, C.R.S. to cooperate and contract with one another to provide the functions, services, and facilities provided for herein; and

WHEREAS, in November 2009 the Parties entered into an intergovernmental agreement, which was duly-authorized by resolution of the governing bodies of the Parties, respectively, to allow the County to provide Facilities Building Maintenance Services to the City (“2009 IGA”); and

WHEREAS, the 2009 IGA will expire on December 31, 2014; and

WHEREAS, the Parties acknowledge the benefits received from the 2009 IGA and both desire to continue the beneficial partnership forged by the existing agreement; and

WHEREAS, the Parties defined the scope of facilities maintenance services to be provided through the detailed Service Level Agreement attached hereto and incorporated herein as part of this Agreement by reference as Exhibit A (“SLA”).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, and the terms and conditions set forth below and in the SLA, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Scope of Services and Costs. The Parties agree that the facilities maintenance services to be provided under this Agreement and the costs associated with those services are those services and associated costs set forth in the SLA.

2. County’s Responsibilities. The County agrees to provide to the City the facilities maintenance services, the scope of which services are set forth in the SLA.

Such facilities maintenance services will include preventive maintenance, scheduled maintenance, corrective maintenance and emergency services. Services beyond the specifications of the SLA are to be negotiated and compensated for separately. The County will deliver cost effective facilities maintenance services that provide a safe, healthy, functional, secure and aesthetically pleasing work environment for employees, customers, and the public.

3. City's Responsibilities. The City agrees to pay the County for the costs and expenses for performance of facilities maintenance services as set forth in the SLA. Additional services and unforeseen expenses required by the City outside of the scope of the SLA shall be paid directly by the City. The amount and terms of compensation referenced in the SLA shall not be modified unless mutually agreed to in writing by the Parties. The facilities maintenance services provided by the County will be provided at the City's discretion; therefore, the City shall identify to the County the locations and frequencies of its departments desiring facilities maintenance services to be provided under the SLA. The County's Public Services Department ("PSD") and the City will coordinate and collaborate on the issue of determining the level of need versus the level of funding for future budget submissions.

4. Funding Availability.

A. City. The City has adequate funds available to pay for facilities maintenance services for the fiscal year 2015. Financial obligations of the City payable after the 2015 fiscal year are contingent upon appropriation for, and budgeting of, funds for those obligations. Should the performance of facilities maintenance services be extended and continue in succeeding fiscal years, the City shall notify the County in writing no later than October 1 of each applicable year that sufficient funds are available for continuance of the City's performance under this Agreement and the SLA.

B. County: Upon receipt of payment from the City pursuant to the SLA, the County will have adequate funds available to provide the facilities maintenance services for the fiscal year 2015 and succeeding years. Facilities maintenance services obligations of the County after the 2015 fiscal year are contingent upon appropriation for, budgeting of, and receipt of funds from the City for those obligations. Should the performance of facilities maintenance services be extended and continue past the 2015 fiscal year, as provided in ¶ 8 below, the County shall notify the City in writing no later than October 31 of each applicable year that it accepts the extension and will provide facilities maintenance services during the subsequent year.

5. Term and Termination. Upon the lawful execution of this Agreement by both Parties, this Agreement shall be effective January 1, 2015 through December 31, 2015, which term is consistent with the term of the SLA. Subject to appropriation of funds for each additional year, this Agreement may be extended for four (4) additional annual terms commencing January 1, 2016, as provided in ¶ 8 below, unless terminated

by the Parties. In the event this Agreement is extended, the Parties shall enter into a new SLA or extend the term of the then-current SLA to encompass the duration of extension term. Either Party may terminate this Agreement, with or without cause, on sixty (60) days prior written notice to the other Party. If the City terminates the Agreement, the County shall take all reasonable measures to cease its services in an orderly manner. If the City retains a new contractor to complete the services, the County will cooperate fully with the City in assisting the new contractor to take over the services, and the City shall pay the County for such transition assistance. Whether the City or the County terminates the Agreement, the County shall be paid for all reasonable costs incurred and for services rendered through the date of termination of this Agreement, but in no case will the County be paid for services rendered after the date of termination.

6. Remedies, Default, and Attorney Fees. The Parties shall first make all reasonable attempts to negotiate in good faith to resolve any disputes concerning the terms or performance of this Agreement and/or the SLA. If the Parties are not successful in resolving the dispute informally, then the Parties shall have such remedies as provided by law or equity to enforce the provisions of this Agreement and the SLA, including the right to seek specific performance of any provision thereof. In the event of default by either Party, the non-defaulting Party shall thereupon have the right to terminate this contract for cause by giving a sixty (60) day written notice to the defaulting Party of its intent to terminate, which will include at least ten (10) days' opportunity to cure the default or show cause why termination is otherwise not appropriate.

7. Rights and Remedies Not Waived. No assent, express or implied, by either Party to any breach of this Agreement or the SLA by the other Party shall be held to be a waiver by such non-breaching Party of any later breach by the other Party. Neither the County nor the City shall be excused from complying with any provision of this Agreement because of any failure to insist upon, or to seek compliance with, such provision.

8. Amendment. The City and County anticipate that adjustments and modifications of the scope of services and costs therefore will be needed annually if the term of this Agreement and the SLA are extended; however, the Parties desire to be able to make minor adjustments and modifications to the SLA without the need to bring either the Agreement or the SLA back to the governing bodies for signature. Therefore, for any annual extensions pursuant to ¶ 5, above, or minor adjustments and modifications, defined as those resulting in cost increases of no more than three percent (3%) above the levels defined in the SLA, those extensions and minor adjustments and modifications may be made by letter agreement signed by the appropriate City and County administrative officials. All other adjustments and modifications shall require written amendment of the Agreement and/or the SLA approved by the governing body of each Party, respectively. Basis for amendment may include, but are not limited to, significant changes in level of services and associated costs defined in the SLA. No modification or amendment of this Agreement or the terms herein shall be effective unless reduced to writing and signed by the Parties.

9. Assignment. The City and the County each understands and agrees that they shall not assign their respective rights and obligations under this Agreement, except upon the prior written consent and approval of the assignment by the other Party.

10. Applicable Law, Jurisdiction, and Venue. This Agreement is subject to and shall be interpreted under the laws of the state of Colorado, the Charter, City Code, ordinances, rules and regulations of the City of Colorado Springs, Colorado, applicable regulations of El Paso County, Colorado, and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.

11. No Third Party Beneficiaries. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act C.R.S. § 24-10-101, et seq.

12. Limitations on Jurisdiction. Nothing herein shall be construed so as to in any manner expand upon or limit the lawful jurisdiction and authority of either the City or the County.

13. Entire Agreement. This Agreement together with all Exhibits attached hereto, including the SLA, which Exhibits are incorporated herein by this reference, is intended as the complete integration of the understanding between the parties and constitutes the entire Agreement between the Parties. All other representations or statements previously made, whether verbal or written, are merged herein.

14. Parties Bound by Agreement. This Agreement is binding upon the Parties hereto and upon their respective legal representatives, successors, and assigns.

15. Captions. All captions and headings contained in this Agreement are for convenience only and for reference, do not define or limit the scope or intent of any provisions of this Agreement, and shall not be construed to define or limit the terms and provisions hereof.

16. Counterparts. This Agreement and the SLA may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.

17. Severability. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any federal laws, or any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision determined by the court to be invalid.

18. Notice. Except as may otherwise be provided in this Agreement, all notices required or permitted to be given under this Agreement and the SLA shall be in writing and shall be valid and sufficient if dispatched by: (a) registered or certified mail, return receipt requested, postage prepaid, in any post office in the United States, (b) hand delivery, (c) overnight courier, (d) facsimile transmission upon confirmation of receipt, or (e) email to the below-designated addresses with proof of receipt. The Parties agree that written notices regarding general operational issues may be accomplished through email.

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

19. Independent Contractor, Oversight, and Compensation. The County, by and through its Public Services Department staff, is an independent contractor under this Agreement and the SLA. Except as otherwise stated in this Agreement, neither Party to this Agreement shall be required to pay any compensation to the other Party's personnel for any services rendered hereunder. Nothing in this Agreement shall be construed to place the personnel of any Party under the control or supervision or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities for its own personnel.

20. Liability. Each party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the County or the City by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution.

21. Fiscal Obligations. This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the County or the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the County or the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year

fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the County or the City. As used herein, the term “appropriation” shall mean and include the due adoption of an appropriation ordinance or resolution and budget and specifically as to the City, the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

IN WITNESS THEREOF, the City and County have signed this Agreement on the day and year indicated below.

FOR THE BOARD OF COUNTY COMMISSIONERS
EL PASO COUNTY, COLORADO

By: _____
Dennis Hisey, Chair

Dated this _____ day of _____, 2014.

ATTEST:

By: _____
County Clerk and Recorder

FOR THE CITY OF COLORADO SPRINGS

Keith King, President of City Council

Dated this _____ day of _____, 2014.

ATTEST:

By: _____
Sarah B. Johnson, City Clerk

APPROVED AS TO FORM:

By: _____
Office of the City Attorney, Attorney

By: _____
Office of the County Attorney, County Attorney

**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
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 4th 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