

RESOLUTION NO. 24-16

A RESOLUTION APPROVING THE FIRST AMENDMENT  
TO THE SERVICE LEVEL AGREEMENT BETWEEN THE  
CITY OF COLORADO SPRINGS AND EL PASO COUNTY  
FOR FACILITIES MAINTENANCE SERVICES

WHEREAS, pursuant to Colorado Revised Statutes § 29-1-203, Colorado governments are authorized to cooperate and contract for services through the use of an Intergovernmental Agreement; and

WHEREAS, the City of Colorado Springs ("City") and El Paso County ("County") entered into an IGA on November 4, 2014 ("IGA") and a related Service Level Agreement ("SLA") for the provision of City facilities maintenance services by the County for the 2015 calendar year; and

WHEREAS, the IGA and SLA include four (4) optional one-year renewals; and

WHEREAS, the IGA authorizes the Mayor to execute all extensions of the IGA and SLA and any minor modifications to the SLA, provided that any adjustments or modifications to the SLA resulting in cost increases in excess of three percent (3%) require approval of the governing bodies of the City and the County, respectively; and

WHEREAS, the City and the County desire to extend the term of the IGA and the SLA for the 2016 calendar year and modify the SLA to add facilities and a program management fee, which would result in an increased cost to the City of more than three percent (3%); and

WHEREAS, City Council finds that the City has benefited from the IGA and SLA with the County for the provision of facilities maintenance services; and

WHEREAS, City Council finds that it is in the City's best interest to continue to receive facilities maintenance services from the County; and

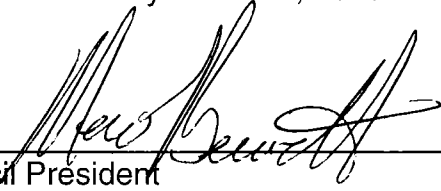
WHEREAS, the First Amendment to and Extension of the SLA, attached hereto as Exhibit 1 and made a part hereof, ("First Amendment") contains the terms and conditions of continuing the provision of facilities maintenance services by the County for the benefit of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:**


Section 1. The City Council hereby approves the proposed modifications to the SLA as expressed in the attached First Amendment.

Section 2. The City Council hereby authorizes the Mayor to sign and the City Clerk to attest the First Amendment.

Dated at Colorado Springs, Colorado, this 22<sup>nd</sup> day of March, 2016.

  
\_\_\_\_\_  
Council President

ATTEST:

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



**FIRST AMENDMENT TO AND EXTENSION OF THE  
EL PASO COUNTY  
PUBLIC SERVICES DEPARTMENT  
2015 SERVICE LEVEL AGREEMENT  
FOR THE CITY OF COLORADO SPRINGS MUNICIPAL OPERATION**

This First Amendment to and Extension of the El Paso County Public Services Department 2015 Service Level Agreement for the City of Colorado Springs Municipal Operation ("Amendment"), dated as of January 1, 2016, amends that certain Service Level Agreement pertaining to facilities maintenance provided by El Paso County Public Services Department to the City of Colorado Springs.

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 and a related 2015 Service Level Agreement ("SLA"), on November 4, 2014. Paragraph 5 of the IGA and Paragraph 18.A of the 2015 SLA provided for four (4) additional annual term extensions commencing January 1, 2016.

Paragraph 8 of the IGA requires an amendment of the SLA for significant changes in level of services and costs. It permits a letter agreement signed by the appropriate City and County administrative officials for annual extensions and minor adjustments and modifications to the SLA where resulting cost increases do not exceed three percent (3%) above the levels defined in the SLA. Any adjustments or modifications to the SLA resulting in cost increases in excess of three percent (3%) require approval of the governing body of each party, respectively

2. **PURPOSE** – The intent and purpose of this Amendment is to (a) extend the term of the SLA up to and including December 31, 2016; and (b) to modify the SLA to add two additional facilities to the scope of work described in Schedule B of the SLA and to provide for a material handling fee.

3. **MODIFICATIONS TO THE SLA:**

A. Term Extension. The parties agree to extend the term of the SLA to and including December 31, 2016.

B. Additional Facilities. The following City facilities shall be added to Schedule B of the SLA as Non-Enterprise Facilities (1) the City of Colorado Springs Senior Center located at 1514 N. Hancock Avenue and (2) when it opens, Fire Station 22 located at 711 Cooper Center Parkway. Both facilities are to receive the services provided by PSD identified in Section 6, Paragraph A of the SLA as requested on a time and materials basis. Services provided to the additional facilities under this paragraph are to be negotiated and compensated for separately. Attachment B to the SLA is hereby deleted in its entirety and replaced by the amended Attachment B, dated January 1, 2016, attached hereto.

C. Program Management Fee. City agrees to pay the County an additional 4% program management fee to offset the costs associated with the program's management, billing, and supervision.

**4. PAYMENT FOR AND FUNDING OF SERVICES:**

A. The additional services identified in the immediately preceding paragraph will result in a 6% cost increase for the term extension. The City will pay the County for services rendered during the term extension in the following manner:

The City will provide funding in the amount of One Million Seventy Eight Thousand Six Hundred Sixteen Dollars (\$1,078,616.00) for PSD facility maintenance services. This cost does not include overtime, materials, and contracted work. Payment for the costs shall be allocated to the City's budget as follows:

1)	\$1,059,714.00	General Fund
2)	\$11,814.00	Patty Jewett
3)	\$7,088.00	Valley High

B. The City will continue to issue funds to the County on a quarterly basis, 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 this section.

C. County will continue to provide invoices monthly for materials, overtime, and contracted services used in the completion of work orders.

D. In accord with the City Charter, 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 Amendment and the SLA, as amended, shall thereafter become null and void by operation of law.

**5. TERM:**

A. This Amendment shall be effective January 1, 2016, through December 31, 2016. This Amendment is the first extension of four (4) as approved in the IGA.

B. Termination of this Amendment and the SLA will be in accord with the IGA.

**6. AMENDMENTS AND EXTENSIONS:** Any future amendments or extensions of the SLA shall be in accordance with the IGA.

**7. NOTICES:** Except as otherwise provided In this Amendment, all notices required or permitted to be given hereunder shall be In writing to the persons identified below, or their designee, and shall be valid and sufficient if dispatched by: (a) U.S. Postal Service, (b) hand delivery, (c) facsimile transmission with confirmation of receipt, or (d) email to the below-designated address 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 the contacts identified below change.

County: David E. Schnabel, P.E.  
Facilities Maintenance Manager  
325 S. Cascade Avenue  
Colorado Springs, CO 80903  
Email: davidschnabel@elpasoco.com

City: Andrew McIntyre  
Procurement Services Manager  
30 S. Nevada, Suite 201  
Colorado Springs, CO 80903  
Email: amcintyre@springsgov.com

The County shall only accept changes to account codes, which are detailed on Attachment A to the SLA, if submitted by the City Finance department to the El Paso County Public Services Department Resource Manager. The County shall only accept changes to Attachment B if submitted by the City Procurement department to El Paso County Facilities Maintenance.

**8. ATTACHMENTS:**

A. Attachment B - City Building Location Service Matrix/contact list.

**9. APPROVAL.** As required by Section 8 of the IGA, this Amendment is subject to approval by the governing bodies of the respective parties. As such, City Council approved this Amendment by Resolution No. \_\_\_\_\_ and the Board of County Commissioners approved this Amendment by \_\_\_\_\_.

**10. SIGNATURES:**

BOARD OF COUNTY COMMISSIONERS  
OF EL PASO COUNTY, COLORADO


By: *Amy Lathen*  
Amy Lathen  
Chair

CITY OF COLORADO SPRINGS

By: *John W. Suthers*  
John W. Suthers  
Mayor

ATTEST:  
By: *Chuck Broerman*  
Chuck Broerman 16-097A  
El Paso County Clerk and Recorder

ATTEST:  
By: *Sarah B. Johnson*  
Sarah B. Johnson  
City Clerk

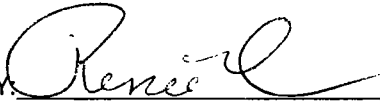


APPROVED AS TO FORM:

EL PASO COUNTY

BY:  \_\_\_\_\_

CITY OF COLORADO SPRINGS

BY:  \_\_\_\_\_