

INTERGOVERNMENTAL AGREEMENT FOR SERVICES

This Intergovernmental Agreement for Services (herein, "Agreement") is entered into this 1st day of March, 2016, between **WEST METRO FIRE PROTECTION DISTRICT**, a Title 32 special district (herein, "District"), and the **CITY OF LITTLETON**, a Colorado municipal corporation (herein, "City").

1. **RECITALS AND PURPOSES.** District has been providing certain emergency services within the City and certain physical ability tests, wellness evaluations, and return-to-work/rehabilitation services to the City pursuant to an Intergovernmental Agreement for Emergency Services dated February 19, 2013, as amended ("Emergency Services IGA"). The parties desire to terminate the Emergency Services IGA and enter into a new intergovernmental agreement to clarify the services the City desires the District to continue to provide. The purpose of this Agreement is to set forth the terms and conditions of providing such services by the District to the City. Accordingly, in consideration of the mutual promises set forth herein, the parties acknowledge and agree to each of the following terms and conditions.
2. **TERM.** This Agreement shall commence on March 1, 2016 and shall continue each year thereafter until _____, or until terminated earlier upon 90 days advance written notice by either party or upon non-payment or non-appropriation of any annual payment by the governing board of the City.
3. **PAT, WELLNESS, RETURN-TO-WORK AND REHABILITATION SERVICES TO BE PROVIDED BY DISTRICT.** District shall administer (a) annual physical ability tests (PAT) and annual wellness evaluations to the City's fire personnel, and (b) return-to-work and/or work-related rehabilitation services for the City's fire personnel following work-related injuries. District agrees to maintain a minimum of two (2) designated providers as required by the state's worker's compensation statutes and to provide a list of providers and rehabilitation clinicians to the City's human resources department and to the City's designated third party administrator for Workers' Compensation claims. The City's current third party administrator for Workers' Compensation claims is Cannon Cochran Management Services, Inc. City shall provide notice to District of any change in its third party administrator. District agrees to provide periodic updates as requested by either the City or its third party administrator. District agrees to coordinate return-to-work and/or rehabilitation services with the applicable City employee and supervisor, the City's human resource department and the City's designated third party provider when return-to-work and/or work related rehabilitation are required, and any documentation requested to adjudicate or manage work-related injury claims.
4. **COMPENSATION.** In consideration of the provision of the services set forth in paragraph 3, City will pay District at the rates set forth in the attached Exhibit 1. All claim costs associated with return-to-work and or work-related rehabilitation services shall be paid at the hourly rates in the attached Exhibit 1.
5. **PAYMENT SCHEDULE.** Monthly payments for PAT and wellness services shall be made within 30 days following receipt of an invoice for such services, sent to the City, to the attention of Littleton Fire Rescue. Monthly payments for the return-to-work and rehabilitation services shall be made within 30 days following receipt of an invoice for such services, sent to the City, to the attention of Human Resources, with a copy to City's designated third party provider.

6. **RENEWAL.** The parties agree that at least twelve months prior to the expiration date of this Agreement, the parties shall meet and confer regarding a possible renewal or extension of the Agreement and the consideration for such services; provided that nothing in this Agreement, nor in any previous agreements between the parties, shall be construed as an obligation upon, or duty of, the District to continue to provide any services after the expiration or termination date. City acknowledges that it is solely responsible for obtaining or providing such services in the event of termination or expiration of this Agreement.
7. **PRESERVATION OF IMMUNITY.** Nothing in this Agreement shall be construed as a waiver by either party of any immunity provided by common law or by statute, specifically the *Colorado Governmental Immunity Act*, Section 24-10-101, et. seq., C.R.S.
8. **AGREEMENT NOT CREATING MULTI-YEAR FINANCIAL OBLIGATION.** The direct and indirect financial obligations of the parties as contained herein shall not be deemed to be multi-year financial obligations under Article X, Section 20 of the Colorado Constitution. Such obligations shall be subject to annual appropriation of funds by each party's respective governing board. Notwithstanding anything herein to the contrary, in the event of non-appropriation, the non-appropriating party shall have the right to terminate this Agreement without penalty as provided in Paragraph 2 above.
9. **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the parties, and their respective successors in interest.
10. **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.
11. **COUNTERPARTS.** This Agreement may be executed in counterparts and, as so executed, shall constitute one agreement, binding on both of the parties even though both parties have not signed the same counterpart. Any counterpart of this Agreement which has attached to it separate signature pages, which altogether contain the signatures of all the parties, shall be deemed a fully executed instrument for all purposes.
12. **NO THIRD PARTY BENEFICIARIES.** The parties are the only entities intended to be the beneficiaries of this Agreement, and no other person or entity is so intended or may bring any action, directly or indirectly, to enforce the Agreement.
13. **TERMINATION OF EMERGENCY SERVICES IGA.** Upon execution of this Agreement the Emergency Services IGA shall terminate and be of no further force or effect. Upon termination of the Emergency Services IGA, City shall be responsible to pay District for any and all services actually provided pursuant to that Emergency Services IGA for which compensation is due, as well as for a prorated amount of the annual compensation under the Emergency Services IGA related to the sum equal to a percentage of the gross tax revenue that would be raised from a levy of the District's then existing general operating certified mill levy against the assessed valuation of the Trailmark Subdivision within the designated response area for that fiscal year as if such subdivision were included into the District. This Agreement then supersedes and replaces in all respects the Emergency Services IGA dated February 19, 2003.

14. **CONFIDENTIALITY OF RECORDS.** District acknowledges that City employees to whom District provides services may apply for employment with District in the future. District agrees to keep all records related to the services confidential and separate from any personnel who may make hiring decisions to ensure such information shall not be available or accessible to such District employees. District agrees to adopt policies and procedures to protect the confidentiality of, and access to, such records.
15. **ALTERNATIVE DISPUTE RESOLUTION.** In the event of any dispute or claim arising under or related to this Agreement, the parties shall use their best efforts to settle such dispute or claim through good faith negotiations with each other. If such dispute or claim is not settled through negotiations within 30 days after the earliest date on which one party notifies the other party in writing of its desire to attempt to resolve such dispute or claim through negotiations, then the parties agree to attempt in good faith to settle such dispute or claim by mediation conducted under the auspices of the Judicial Arbitrator Group (JAG) of Denver, Colorado or, if JAG is no longer in existence, or if the parties agree otherwise, then under the auspices of a recognized established mediation service within the state of Colorado. Such mediation shall be conducted within 60 days following either party's written request therefore. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Jefferson County.
16. **ADDITIONAL DOCUMENTS OR ACTION.** The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement,
17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the state of Colorado.
18. **ASSIGNMENT.** This Agreement shall not be assigned or delegated except with the prior written consent of the parties.
19. **LEGAL RELATIONSHIPS OF THE PARTIES.** This Agreement shall not be deemed to create any partnership or joint venture or other enterprise between the parties. Individual City and District employees shall remain as employees of their respective employers for all purposes, including Workers' Compensation.
20. **ILLEGAL ALIENS.**
 - 20.1 **UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS.** District shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. District shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an illegal alien to perform work under this Agreement or (b) fails to certify to the District that the subcontractor will not knowingly employ or contract with an illegal alien to perform work under this Agreement.
 - 20.2 **VERIFICATION REGARDING ILLEGAL ALIENS.** District has verified or attempted to verify through participation in the basic pilot program of the state of Colorado that District does not employ any illegal aliens or District verifies that District has not been accepted into the basic pilot program prior to entering into this Agreement. District further verifies that if District has not been accepted

into the basic pilot program of the state of Colorado, District will apply to participate in the basic pilot program of the state of Colorado every three months until District is accepted or this Agreement is completed, whichever is earlier. If the Basic Pilot Program is discontinued, this provision shall not be required or be effective.

20.3 LIMITATION REGARDING BASIC PILOT PROGRAM. District shall not use Basic Pilot Program procedures to undertake pre-employment screening of job applicants while performing this Agreement.

20.4 DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS. If District obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the District shall:

- a. Notify the subcontractor and the City within three days that the District has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and,
- b. Terminate the subcontract with the subcontractor if, within three days of receiving notice that the District has actual knowledge that the subcontractor is employing or contracting with an illegal alien, the subcontractor does not stop employing or contracting with the illegal alien. The District shall not terminate the contract with the subcontractor if during the three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

20.5 DUTY TO COMPLY WITH STATE INVESTIGATION. District shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to Section 8-17.5-102(5), C.R.S.

20.6 DAMAGES FOR BREACH OF CONTRACT. In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Agreement, if the City terminates this Agreement, in whole or in part, due to District's breach of the obligations set forth above, District shall be liable for actual and consequential damages to the District.

WEST METRO FIRE PROTECTION DISTRICT

Attest:

Ann L. Brewer
Secretary

By: *Pamela M. Geely*
President

CITY OF LITTLETON

Attest:

City Clerk

By: _____
President of the Council

APPROVED AS TO FORM

By: _____
Littleton City Attorney

EXHIBIT 1
RATES FOR SERVICES

- | | | |
|------|---|--------------------|
| I. | Annual Physical Ability Test (PAT) for approximately 140 line fire personnel. | \$75.00 per person |
| II. | Annual Wellness Evaluations for approximately 140 line fire personnel. | \$90.00 per person |
| III. | Rehabilitation and consulting services related to the return-to-work for <i>work-related injuries</i> . For services provided at West Metro's facilities, \$50.00/hr. plus materials/supplies. For services provided on location, \$110.00/hr. plus materials/supplies. | \$50.00 - \$110.00 |