

AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between the CITY OF LITTLETON, COLORADO, a municipal corporation of the State of Colorado (hereinafter referred to as “the City”), and the TOWN OF COLUMBINE VALLEY, COLORADO, a municipal corporation of the State of Colorado (hereinafter referred to as “the Town”);

WITNESSETH:

WHEREAS, the City provides public works services for the benefit of its citizens; and

WHEREAS, the Town at the present time provides no such service except as rendered occasionally by independent contractors, and from time to time, has the need for such service and wishes to avail itself of the services presently provided by the City; and

WHEREAS, both the City and the Town find it mutually desirable pursuant to C.R.S. § 29-1-2013, as amended, to enter into this agreement.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. The City shall provide public works services within the boundaries of the Town.
2. The public works services to be provided by the City within the boundaries of the Town shall be similar to the public works services provided and performed within the boundaries of the City. For purposes of this agreement, the public works services shall include but not be limited to:
 - A. Street sweeping;
 - B. Street striping;
 - C. Ice melt/sand for the Town’s public works truck;
 - D. Occasional small scope street repair;
 - E. Storm sewer cleaning on an emergency basis;
 - F. Other public works functions on an as needed basis, as agreed upon by the parties.
3. For the public works services provided under this agreement, the Town shall make all requests to the Director of Public Works at the City. Both parties shall agree upon the details specific to the work to be performed including, but not limited to, the timing of the work, prior to any work being performed by the City. The City shall invoice the Town within 60 days for any service provided under this agreement; the Town shall pay to the City within 30 days of invoicing, all costs for the material and labor provided by the City plus 5% of such costs. For the first year of this agreement, labor shall be calculated

based on a rate of \$36 per person per hour. Thereafter, the labor rate shall increase annually in the amount equal to the annual increase in total compensation costs for the City. The City shall provide notice to Town of such increase 30 days' prior to its effective date.

4. The City shall be responsible for maintaining all records relating to the services performed, in accordance with the City's retention schedule, which shall be available to the Town upon request.
5. The City is, and shall at all times be, an independent contractor. Nothing in this agreement shall be construed as creating the relationship of employer or employee between the Town and the City or any of the City's or Town's agents or employees. Nothing in this agreement shall make any employee of the Town a City employee or an employee of the City an employee of the Town for any purpose, including, but not limited to the withholding of taxes, payment of benefits, workers' compensation, or any other rights or privileges accorded the City or Town employees by virtue of their employment.
6. Nothing in this agreement shall be construed as a waiver by any of the parties of the protections afforded them pursuant to the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S. ("CGIA") as same may be amended from time to time. Specifically, nether party waives the monetary limitations or any other rights, immunities or protections afforded by the CGIA or otherwise available at law.
7. The City shall provide insurance listing the Town as a named insured and providing coverage against any and all claims arising from the provision of public works services by the City to the extent provided by the City's insurance coverage supplied by the Colorado Intergovernmental Risk Sharing Agency (CIRSA) or such other insurance provided to and maintained by the City. A copy of a certificate to the City policy naming the Town as insured will be attached to this agreement as Exhibit A. The insurance coverage supplied by the City shall include, but not be limited to, claims for bodily injury and property damage.
8. The Town shall not be responsible for workers' compensation claims of City employees working under this agreement.
9. The Town agrees to maintain general liability insurance with a minimum of \$1,000,000 limit of liability. The City shall be named an insured under such policy. The Town shall provide the City with a certificate reflecting that coverage. A copy of a certificate to the City policy naming the City as insured will be attached to this agreement attached hereto as Exhibit A.
10. The Town further agrees to carry workers' compensation coverage for its employees as required by Colorado law.

11. The terms and condition of this agreement shall be in full force and effect commencing May 5, 2015, and shall be renewed each year automatically, provided, however either party may request a review and modification of this agreement upon 30 days' written notice. No modification of this agreement shall be effective unless signed in writing by both parties. Either party can terminate said agreement by providing the other with written notice that the agreement shall terminate, effective 30 days from the date of delivery of said notice.
12. It is expressly understood and agreed that the enforcement of the terms and conditions of this agreement and all rights of action relating to such enforcement shall be strictly reserved to the Town and the City and nothing contained in this agreement shall give or allow any such claim or right of action by any other third party pursuant to this agreement. The City and the Town do not intend that there be any third-party beneficiary to this agreement. It is the express intention of the City and the Town that any person or party other than the City or the Town receiving services or benefits under this agreement shall be deemed to be an incidental beneficiary only.
13. Any assignment or transfer of this agreement is prohibited, unless written consent is obtained from the other party in writing.
14. Unless otherwise agreed in writing, this agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.
15. Notices to be provided under this agreement shall be given in writing either by hand delivery or deposited into the U.S. mail with sufficient postage to the following persons:

City of Littleton
Office of the City Attorney
2255 W. Berry Avenue
Littleton, CO 80165

Town of Columbine Valley
J.D. McCrumb
2 Middlefield Road
Columbine Valley, CO 80123

City of Littleton
Public Works Department
2255 W. Berry Avenue
Littleton, CO 80165

16. This agreement may be executed in counterparts.

Dated this _____ day of _____, 2015.

ATTEST:

CITY OF LITTLETON, COLORADO

City Clerk

Mayor

Approved as to Form:

City Attorney

ATTEST:

TOWN OF COLUMBINE VALLEY

Town Clerk

Mayor

Exhibit A

Insurance certificates