

**INTERGOVERNMENTAL AGREEMENT REGARDING
TIMBERLINE FIRE PROTECTION DISTRICT'S MECHANIC SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is executed this First day of January 2025, by TIMBERLINE FIRE PROTECTION DISTRICT ("TFPD" or "Employer"), a quasi-municipal corporation and political subdivision of the State of Colorado and the NEDERLAND FIRE PROTECTION DISTRICT ("NFPD") a quasi-municipal corporation and political subdivision of the State of Colorado (each a "District" and collectively the "Districts").

RECITALS

WHEREAS, the TFPD and NFPD are organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S., to provide fire protection services within their jurisdictional boundaries; and

WHEREAS, the Board of TFPD, to assist in performing the duties of the TFPD, is statutorily empowered to hire employees, including, but not limited to mechanics (§32-1-1001(1)(i), C.R.S.) and desires to hire a mechanic (the "Employee"); and

WHEREAS, the Board of NFPD, has the need for mechanic services and has the authority to contract for services as set forth herein; and

WHEREAS, in order to increase efficiency and cost-effective use of tax payer funds for both Districts, the Districts have discussed sharing the total hours worked by the Employee, such that TFPD shall share its mechanic to work at NFPD an estimated 50% of the Employee's total work hours, in exchange for NFPD offsetting the compensation costs of its Employee; and

WHEREAS, pursuant to Section 29-1-203, C.R.S., the Districts desire to establish an agreement to address issues of mutual concern and to provide for the apportionment of work time and costs for the sharing of the Employee's services; and

WHEREAS, establishment of this Agreement will serve a public purpose and will promote the health, safety, security and general welfare of the inhabitants and visitors of the Districts and the State of Colorado.

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Districts agree as follows:

AGREEMENT

1. The Employee. The Employee shall be employed by TFPD and shall be considered an employee of TFPD for all purposes, including compensation, benefits, insurance, workers' compensation, and taxes. Employee shall be an at-will employee of TFPD.

To offset the cost of TFPD employing the Employee and in recognition of the sharing of the Employee, NFPD shall pay TFPD Fifty percent (50%) of Employee's salary and benefits. NFPD shall make such payments in quarterly installments on or before the last day of March, June, September, and December of each year this Agreement is in force.

On or before October 31 of each year, TFPD shall provide NFPD with written notice of any proposed increase in the salary and benefits for the Employee for the ensuing fiscal year based on the proposed budget. The schedule of work as well as the job description and duties of the Employee are set forth in the attached **Exhibit A**. Any proposed changes to the schedule of work and job description shall be provided with the notice of proposed salary.

TFPD will have the sole authority for amending or revising any of the scope of services outlined in **Exhibit A**, provided, however, that TFPD agrees it will not add any new type of work not contemplated by this Agreement and outside of its general scope and purpose. NFPD may provide comments, suggestions, or recommendations to any potential revisions of Exhibit A, but the discretion of those revisions lies solely with TFPD.

NFPD agrees that it will track the time worked by the Employee while on NFPD's premises or at its instruction. NFPD agrees to provide TFPD with a monthly summary on the time worked by the Employee in the preceding month. These hours will be evaluated every 6 months for general equality between NFPD and TFPD. The goal is to split time equally between NFPD and TFPD. If time is not equal, the Districts, through their respective Fire Chiefs, will determine a solution to equalize the discrepancy; this may be, as examples, an exchange of funds or shifting hours within the next 6 months.

2. LIABILITY. For the duration of this Agreement, including any renewal term, the liability for any act or omission of the Employee which is performed within the proper scope of his duties shall be under the auspices and control of TFPD to defend; provided that if a claim, suit or damage is caused by an error or omission during hours worked for NFPD, NFPD agrees to be a cooperative partner in such defense and shall bear the cost of the defense and any damages that are not covered by insurance. This paragraph is not intended to change, waive, or amend the provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as amended, or to alter or amend the general duties of the Employee to at all times act in good faith, with loyalty to both Districts, and to the best of the Employee's ability.

3. DISCIPLINE. TFPD will be the sole entity responsible for discipline of the Employee, as well as the terms of the Employee's employment with TFPD. The resolution of any discipline will be at the sole discretion of the TFPD Fire Chief. While the Employee works with NFPD, if the Employee's conduct raises concern of the NFPD Fire Chief or its agent, the NFPD Fire Chief will document the conduct and notify the TFPD Fire Chief. The TFPD Fire Chief will determine the most appropriate response, which may include discipline up to termination of the employee.

4. TERMINATION OF EMPLOYEE. The Employee is an at-will employee, and their employment can be terminated by either the Employee or TFPD for any legally permissible

reason or no reason at all. In the event that the Employee is terminated by TFPD, NFPD may choose to hire the Employee without any breach of this agreement.

5. Termination of Contract. If the Employee's conduct while working with NFPD would result in termination if the Employee was employed by NFPD, NFPD shall be permitted to terminate this Agreement immediately. In this event, NFPD would be responsible for pro-rated amount of the shared employee obligation, stated in Section 1 of this Agreement between NFPD's last quarterly payment and the date of termination.

6. OUTSIDE WORK. TFPD may allow the Employee to provide mechanic services to entities other than NFPD and TFPD. However, the Employee, as an employee of TFPD, will prioritize the needs of TFPD, then the needs of NFPD, before work for outside agencies.

All outside work will be billed based on rates set from time to time by TFPD. In the event the Employee conducts work for an entity other than TFPD or NFPD, the hours worked will offset the Employee's compensation provided by TFPD, and will be reimbursed to NFPD in an equitable manner. All compensation paid to TFPD for any hours worked in support of an agency not a party to this Agreement shall be accounted for and credited one-half to each District against any compensation payable or due to the other District.

7. WORKSHOP. The Employee's primary work location shall be on TFPD premises, and while working with NFPD or another entity, may be required by the TFPD Fire Chief to work at that entity's location.

8. TERM AND TERMINATION. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms until terminated by the Districts; provided, however, that in the event the either District fails to make an annual appropriation of funds necessary for it to perform its obligations hereunder, either District may terminate this Agreement upon prompt notice to the other District with such termination to be effective as of the last day of the then-current year. Additionally, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party for any reason or no reason. Upon any termination of this Agreement, NFPD shall only be required to pay the pro-rated amount of the shared employee obligation, stated in Paragraph 3, between NFPD's last quarterly payment and the date of termination.

9. FINANCIAL OBLIGATIONS. All financial obligations of the Districts under this Agreement are contingent upon annual appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Agreement shall be deemed to create a debt or multiple fiscal year financial obligation of the Districts, a pledge of credit of the Districts, or a collection or payment guarantee by the Districts.

10. ALTERNATIVE DISPUTE RESOLUTION. In the event of any dispute or claim arising under or related to this Agreement, the Districts 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 thirty (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 Districts 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 Districts agree otherwise, then under the auspices of a recognized established mediation service within the State of Colorado. Such mediation shall be conducted within sixty (60) days following either party's written request therefor. The Districts shall share the costs of such mediation equally. If such dispute or claim is not settled through mediation, then either party may initiate a civil action in the District Court for Boulder.

11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Colorado.

12. NOTICES. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified or registered mail, postage and fees prepaid, addressed to the party to whom such notice is intended to be given at the address set forth on the signature page below, or at such other address as has been previously furnished in writing to the other party or Districts. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

13. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the Districts, and their respective legal representatives, successors, and assigns.

14. NO THIRD-PARTY BENEFICIARIES. The Districts to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity other than the Districts shall have any right, legal or equitable, to enforce any provision of this Agreement.

15. GOOD FAITH. The Districts acknowledge that unanticipated circumstances may arise as this Agreement is put into operation and that the Districts will act in good faith to address necessary changes or additions in the best interests of their respective District.

16. GOVERNMENTAL IMMUNITY. Nothing in this Agreement is intended, nor shall any provision be construed as, a waiver of any immunities or defenses provided to either party by statute or common law, including without limitation the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., as amended.

17. WAIVER. The waiver by either Party of any breach by the other of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

18. INDEMNIFICATION. NFPD agrees to fully indemnify and hold TFPD harmless from any and all losses, liabilities, damages, or costs, including reasonable attorney's fees, which may be incurred as a result of NFPD's actions, errors or omissions with respect to the Employee's performance of services for NFPD, whether any such loss or liability was caused by the negligence of NFPD or otherwise. The NFPD further agrees to indemnify and hold harmless TFPD for any acts or conduct on the Employee's part, of whatever kind or nature whatsoever, while providing services to NFPD.

19. SEVERABILITY. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application

in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

20. SECTION HEADINGS. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

21. INTEGRATION AND AMENDMENT. This Agreement represents the entire agreement between the Districts and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Districts. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

22. DULY AUTHORIZED SIGNATORIES. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

23. COUNTERPARTS, ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Districts consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, et seq., C.R.S. The Agreement and any other documents requiring a signature may be signed electronically by either Party. The Districts agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Districts agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

[Signature Page Follows]

DATED: _____, 2024

NEDERLAND FIRE PROTECTION DISTRICT

By: _____
President

ATTESTED:

Secretary

DATED: 12/12, 2024

TIMBERLINE FIRE PROTECTION DISTRICT

By: *Richard M. Wenzel*
President

ATTESTED:

[Signature]
Secretary

EXHIBIT A

(Work Schedule and Job Description)