

**INTERGOVERNMENTAL AGREEMENT FOR SHARED EMPLOYEE
(Mechanic)**

1. **PARTIES.** The parties to this Intergovernmental Agreement for Shared Employee (“Agreement”) are the **TIMBERLINE FIRE PROTECTION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“TFPD”), and the **NEDERLAND FIRE PROTECTION DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (“NFPD”).

2. **RECITALS AND PURPOSES.** Both parties are fire protection districts which serve the property and individuals within their respective service area boundaries. To assist in performing their duties, both parties are statutorily empowered to hire employees, including, but not limited to mechanics (§32-1-1001(1)(i), C.R.S.). However, neither party currently has the resources to support a full-time mechanic. In order to increase efficiency and cost-effective use of tax payer funds for both parties, the parties have agreed to share a mechanic (the “Employee”). The parties desire to formalize their agreement under the authority of § 29-1-203 C.R.S., 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. Accordingly, the parties agree to the following terms and conditions.

3. **SHARED EMPLOYEE.** The Employee shall be employed by TFPD and shall be considered an employee of TFPD for all purposes, including benefits, insurance, 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 March 1, June 1, September 1, and December 1 of each year this Agreement is in force. On or before October 1 of each year, TFPD shall provide NFPD with written notice of any increase in the salary and benefits for the Employee for the ensuing fiscal year. The schedule of work as well as the job description and duties of the Employee are set forth in the attached **Exhibit A**. The parties may mutually agree in writing to amend or revise **Exhibit A** without the need to execute an amendment to this Agreement. NFPD agrees to track work time spent based on the employee's documents and provide a monthly summary. These hours will be evaluated every 6 months for equality between NFPD and TFPD. The goal is to split time equally between NFPD and TFPD. If time is not equal, the parties, 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.

4. LIABILITY. For the duration of this Agreement, including any renewal term, the liability for any act or omission of the Employee shall be the sole responsibility of the party for whom the Employee is providing services at the time of the act or omission. In no event shall a party be liable for any damages, claims, injuries, or causes of action that are based on the conduct of the Employee when providing services for the other party. This paragraph 4 does not absolve the Employee of personal liability if the Employee's actions are found to be willful and wanton, or outside the scope of employment. Consistent with paragraph 21 of this Agreement, this paragraph 4 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.

5. DISCIPLINE. The Employee shall be subject to the disciplinary processes of the party for whom the Employee is providing services. The resolution of any such discipline shall be solely left to the Fire Chief of the party for whom the Employee is providing services when the conduct giving rise to the discipline occurs. If discipline is instituted, the discipline shall only be applied by the entity issuing such discipline. However, the disciplining Fire Chief shall provide written notice to the non-disciplining Fire Chief within twenty-four (24) hours of the disciplining Fire Chief making the discipline determination.

6. TERMINATION OF EMPLOYEE. If TFPD terminates the Employee, TFPD shall provide notice to NFPD and NFPD shall have the option to employ Employee at its discretion. If NFPD issues a disciplinary decision which would typically result in termination, NFPD shall be permitted to terminate this Agreement immediately.

7. OUTSIDE WORK. Employee may provide mechanic services to entities other than NFPD and TFPD with the approval of the Fire Chiefs of each District. Employee shall always prioritize work from NFPD and TFPD over work for outside agencies. All outside work will be billed based on rates set from time to time by agreement of the Fire Chiefs of NFPD and TFPD. NFPD shall coordinate billing and tracking of all outside work by Employee. All funds for outside work ("Outside Funds") will be deposited into a separate account, held by NFPD, and used to offset the costs of the Employee or the provision of mechanic services under this Agreement in an equitable manner. The goal of the Outside Funds will be to offset the costs to each District under

Paragraph 3 and/or Paragraph 8, to the extent feasible and applicable. Use of Outside Funds shall be subject to approval of the Fire Chiefs of NFPD and TFPD, which shall not be unreasonably withheld. Outside Funds shall not be used to finance purchases specific to apparatus or equipment of one of the parties; each party shall be solely responsible for any such purchases.

8. WORKSHOP. There is no fixed location for Employee to perform the mechanic services. Unless Employee provides their own work space or one is rented under this Agreement, the Employee shall provide the mechanic services at the location requested by the party needing service. For 2025, Employee may propose renting a work space and the parties agree to negotiate in good faith to determine if a rental space is economically sustainable. Any agreement to rent a work space will be confirmed by written amendment to this Agreement, with the expectation that costs will be shared equally between the NFPD and TFPD.

9. DBA DESIGNATION. TFPD shall register a “doing business as” tradename for mechanic services contemplated by this Agreement. The tradename will be “Peak to Peak Fire” The Employee and the parties may use either District name or the tradename when referring to the mechanic services provided under this Agreement.

10. TERM AND TERMINATION. The term of this Agreement is one (1) year. Unless terminated by either party, this Agreement shall automatically renew for additional 1-year terms upon the expiration of the preceding term. Either party may terminate this Agreement upon thirty (30) days written notice to the other party of its intent to terminate, immediately upon the mutual agreement of the parties, or as set forth in Paragraph 6. 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.

11. FINANCIAL OBLIGATIONS. All financial obligations of the parties 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 parties, a pledge of credit of the parties, or a collection or payment guarantee by the parties.

12. PARAGRAPH CAPTIONS. The captions of the paragraphs are set forth only for convenience and reference, and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

13. ADDITIONAL DOCUMENTS OR ACTION. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.

14. 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. 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.

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 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 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 sixty (60) days following either party's written request therefor. The parties 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 County.

16. ATTORNEYS' FEES. For any dispute arising from or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs.

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

18. 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 parties. Such notice shall be deemed to have been given when deposited in the U.S. Mail.

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

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

21. 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.

[Signature Page Follows]

DATED: _____, 2024

NEDERLAND FIRE PROTECTION DISTRICT

By: _____
President

ATTESTED:

Secretary

DATED: _____, 2024

TIMBERLINE FIRE PROTECTION DISTRICT

By: _____
President

ATTESTED:

Secretary

EXHIBIT A

(Work Schedule and Job Description)