

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN ELKCREEK FIRE PROTECTION DISTRICT**  
**AND INTER CANYON FIRE PROTECTION DISTRICT**  
**FOR FIRE PREVENTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between Elk Creek Fire Protection District ("Elk Creek") and Inter Canyon Fire Protection District ("Inter Canyon"), both quasi-municipal corporations organized pursuant to Title 32, C.R.S. to provide fire protection and prevention services.

**RECITALS**

1. Elk Creek is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S, within Jefferson and Park Counties, Colorado; and
2. Inter Canyon is organized pursuant to Title 32, C.R.S., and operates as a fire protection district as defined by Section 32-1-1001, C.R.S., within Jefferson and Clear Creek Counties, Colorado; and
3. Inter Canyon has determined that it requires outsourcing of certain fire prevention services as defined herein; and
4. Elk Creek has the ability and capacity to provide those services; and
5. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fire prevention services within their contiguous borders in an efficient manner.

**AGREEMENT**

1. Fire Prevention Services. Commencing January 1, 2020, Elk Creek agrees to provide fire prevention services utilizing Elk Creek's Fire Marshal, as directed by Inter Canyon and within the boundaries of Inter Canyon to include:
  - a. Development plan review and approval;
  - b. Testing and approval of fire protection and alarm systems in new construction;
  - c. Code interpretation and enforcement in new construction;
  - d. Occupancy inspections.
2. Compensation. Inter Canyon agrees to pay Elk Creek the following:

Forty-Four Dollars and Fifty Cents (\$44.50) per hour for the services of the Fire Marshal.
3. Term. Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on January 1, 2020 and shall remain in effect until terminated by either party as provided in paragraph 7 below.

4. Indemnity for Acts or Omissions under the Direction of the other Agency.
  - a. To the extent permitted by law, Elk Creek agrees to indemnify, hold harmless and defend Inter Canyon, its officers, agents and employees, from and against any and all claims, losses and liability for injuries, including injury to employees of Inter Canyon, or property damage arising from and proximately caused by any negligent error, act or omission of Elk Creek, its officers, agents or employees in performing the actions required of Inter Canyon by the Agreement.
  - b. To the extent permitted by law, Inter Canyon agrees to indemnify, hold harmless and defend Elk Creek, its officers, agents and employees, from and against any and all claims losses and liability for injuries, including injury to employees in performing the actions required of Elk Creek by this Agreement.
5. Property-Records-Ownership of Work Product. No real or personal property will be jointly acquired as a result of this Agreement. The services provided shall be provided utilizing resources available to Elk Creek Fire Marshal. Any records of services provided pursuant to this Agreement shall be and become the property of Inter Canyon and shall be retained by Inter Canyon in accordance with public records and any other applicable law.
6. Administration. No separate legal or administrative entity is created by this Agreement. The Fire Chief of Inter Canyon and the Fire Chief of Elk Creek shall jointly administer this Agreement.
7. Termination. Either party may terminate this Agreement as follows:
  - a. For Cause. Either party may terminate this agreement at any time for a material breach of the Agreement by the other party by providing thirty days written notice to the other party of the intent to terminate for cause. If during such thirty days the breaching party cures its breach, the Agreement shall not terminate.
  - b. For Convenience. Either party may terminate this Agreement without cause by providing thirty days' notice of intent to terminate.
  - c. Survival of Indemnity. The indemnity provisions of paragraph 4 shall survive termination by either party under the provisions of this paragraph 7 as to any injury or damage arising out of any error, act or omission occurring prior to the effective date of termination.
  - d. For non-appropriation. Inter Canyon may terminate this agreement at any time if the Board of Directors fails to appropriate adequate funds to continue to meet the obligations of the Agreement, with the only obligation for such termination being that any services rendered prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement is a pay for service type of Agreement and is not intended to create a multiple fiscal year obligation for either party.
8. Notices. Any notices to be given under this Agreement shall be delivered in person or mailed to the parties at the following addresses:

Elk Creek Fire Protection District  
PO Box607  
Conifer, CO 80433

Inter Canyon Fire Protection District  
7939 Couth Turkey Creek Road  
Morrison, CO 80465

9. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties agree that such actions shall be initiated in the Jefferson County Courts. The prevailing party shall be entitled to recover costs, including reasonable attorney fees, in addition to any other award.
10. Severability. In the event that any section, clause or paragraph of this Agreement is held to be invalid by any court of competent jurisdiction, the remainder of the Agreement shall not be affected and shall remain in full force and effect.
11. No Waiver. Any party's failure to insist upon strict performance of another party's covenants, agreements and rights shall not be deemed a waiver or relinquishment by sue party and such covenants, agreements and rights shall continue if full force and effect.
12. No Third-Party Rights. This Agreement shall not create any rights in any party I hat has not signed it.
13. Entire Agreement. This Agreement constitutes the entire agreement and understanding between parties regarding the subject matter hereof, and may be modified only by a written instrument signed by both parties. There are no verbal or other agreements that modify, or effect is agreement.
14. No Agency Relationship/Independent Contractor. The parties agree that no agency or employment relationship is created by entering into this Agreement. Each Party is responsible for workers' compensation and any other insurance or benefit available to its own employees and members.

Elk Creek Fire Protection District

  
\_\_\_\_\_

2-13-20

Inter Canyon Fire Protection District

\_\_\_\_\_