

INTERGOVERNMENTAL AGREEMENT
BETWEEN ELK CREEK FIRE PROTECTION DISTRICT
AND INTER-CANYON FIRE PROTECTION DISTRICT
FOR A FLEET MECHANIC/ MANAGER

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 County, Colorado; and
3. Both agencies find that the public benefits from increased efficiency and cooperation and view this Agreement as a method to provide effective fleet mechanic/manger services within their contiguous borders in an efficient manner.

AGREEMENT

1. **Fleet Mechanic/ Manager-** Commencing on the Effective Date (defined below), Elk Creek agrees to provide a fleet mechanic/ manager (employee), as directed by Inter-Canyon and within the boundaries of Inter-Canyon to include:
 - a. District apparatus maintance and repair
 - b. Creating a fleet maintance program
 - c. Implementation of the fleet maintance program
 - d. Additional appropriate program coordination and support;
2. **Compensation.** Inter-Canyon agrees to pay Elk Creek the following:

50% of agreed upon fully burdened rate for a full-time position based on the current salary of the individual. The Salary will be agreed upon by Chiefs of Inter Canyon and Elk Creek FPD's.
3. **Term.** Subject to the budget and annual appropriation of funds therefore, this Agreement shall commence on February 21, 2022 ("Effective Date") and shall remain in effect until terminated by either party as provided in paragraph 7 below.
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. No provision of this Agreement is 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. **Property of Work, Ownership of 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 Employee. Any records of services provided pursuant to this Agreement within the boundaries of Inter-Canyon 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. Any disciplinary matters shall be jointly discussed and resolved between the Fire Chiefs pursuant to the policies of the entity that Employee was providing services for when the disciplinary issue occurred.
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.** Either party 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. However, compensation for any services rendered to Inter-Canyon prior to such termination shall be paid to Elk Creek within thirty days of termination. The parties understand and agree that the Agreement 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 Box 607
Conifer, CO 80433

Inter-Canyon Fire Protection District
7939 South 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. The parties agree to attempt in good faith to mediate any dispute prior to initiating litigation.

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 such 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 that 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.

Elk Creek Fire Protection District



Inter-Canyon Fire Protection District



4-13-22

MIKE SWENSON
ICFPD BOARD, PRESIDENT