

**INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN ELKCREEK FIRE PROTECTION DISTRICT**  
**AND PLATTE 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 Platte Canyon Fire Protection District (“Platte 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. Platte 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. Platte 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.

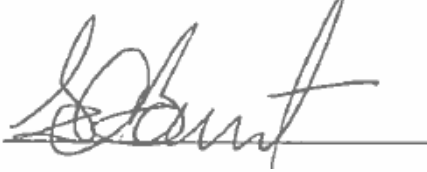
**AGREEMENT**

1. Fire Prevention Services. Commencing, Elk Creek agrees to provide fire prevention services utilizing Elk Creek’s Fire Marshal, as directed by Platte Canyon and within the boundaries of Platte 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. Platte Canyon agrees to pay Elk Creek the following:

Sixty Dollars (\$60.00) 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 September 1, 2021 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 Platte Canyon, its officers, agents and employees, from and against any and all claims, losses and liability for injuries, including injury to employees of Platte Canyon, or property damage arising from and proximately caused by any negligent error, act or

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



Platte Canyon Fire Protection District

