

Intergovernmental Agreement For Fire Services
Between
The City of Colorado Springs, a Colorado municipal corporation and home rule city,
and
the Colorado Centre Metropolitan District.

This Intergovernmental Agreement, dated for reference this 1st day of January, 2005 is made by and between the City of Colorado Springs, a Colorado home rule city and municipal corporation (herein "City") and the Colorado Centre Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (herein "District").

The Parties hereby agree as follows:

A. **PURPOSE:** The purpose of this intergovernmental agreement is to set the terms for the provision for fire and emergency medical services (EMS) in the District by the City.

B. **AUTHORITY:** The authority for this intergovernmental agreement is Section 18 of Article XIV of the Colorado Constitution; Section 6 of Article XX of the Colorado Constitution; Section 32-1-1001 C.R.S.; Section 32-1-1004 C.R.S.; and Section 29-1-203 C.R.S..

C. **TERMS:**

Section 1. The term of this Intergovernmental Agreement shall be from January 1, 2005 through December 31, 2019 unless sooner terminated under the provisions of this Intergovernmental Agreement. However, the parties may extend this Intergovernmental Agreement beyond December 31, 2019, by mutual written agreement.

Section 2. The District is a quasi-municipal corporation and political subdivision of the State of Colorado. The District was organized on February 6, 1984 for the purpose of providing certain services within the District, including fire protection. The District is a party to an annexation Agreement with the City dated September 23, 1988 and recorded in the records of the El Paso County Colorado Clerk and Recorder at Book 5557, page 405.

Section 3. The District and the City previously entered into an agreement titled the Intergovernmental Agreement Between the City of Colorado Springs And Colorado Centre Metropolitan District", dated January 31, 1992, for the provision of fire services to the District by the City. That agreement is hereby terminated by the City and District.

Section 4. The territory covered by this Intergovernmental Agreement shall be all of the property located within the boundaries of the District as shown on Exhibit A, which is attached hereto and hereby made a part of this Intergovernmental Agreement.

Section 5. The City agrees to provide fire, rescue, and emergency medical services (EMS) response through its Fire Department to the property within the District as shown on Exhibit A in compliance with the standard operating procedures of the Colorado Springs Fire Department ("CSFD"). Responses by the CSFD shall be from the nearest available CSFD fire station, with the apparatus the CSFD, in its sole discretion, deems appropriate for the incident. Responses to the District will be handled automatically, however, responses to incidents in the City or under City obligations shall have response priority. In the event the City can not respond to an incident in the District, the City may request response assistance to the District incident by other agencies under City mutual aid agreements. Ambulance services are specifically not included in this intergovernmental agreement.

Section 6. Exceptional costs and services: The City shall have the right to bill the District for any exceptional costs and services, and the District shall reimburse the City for any exceptional costs and services billed. As used in this intergovernmental agreement, exceptional costs and services means and includes, but is not limited to, 1) all costs for Hazmat response and cleanup; 2) all fire inspection or other fire department fees at the same rates as paid by residents in the City limits; 3) any response or service costs in excess of four thousand five hundred dollars \$4,500.00 per call; and 4) costs of non-city water used during fire or other response services.

Section 7. The District shall purchase and then loan to the City the District's Pumper apparatus (the "Pumper"), with all associated equipment, all as detailed in Exhibit B, which is attached hereto and hereby made a part of this intergovernmental agreement transfer of possession of this Pumper unit shall occur during 2005. The City, in its sole discretion, shall use the Pumper for whatever purposes and activities as the CSFD deems appropriate both within or outside the District. The District shall allow the City to overlay the name and other markings on the Pumper with the name, logos, and other markings of the CSFD. The City agrees to remove any CSFD markings and restore any original District names and other markings on the Pumper upon termination of this intergovernmental agreement. The City may place additional equipment on the Pumper. Any City equipment placed on the Pumper shall be and remain the property of the City and shall be removed from the Pumper upon termination of this intergovernmental agreement. In the event the Pumper becomes obsolete, no longer suitable for use by the CSFD, or otherwise no longer appropriate in the CSFD's sole opinion for use by the CSFD, the parties may replace the Pumper during the term of this intergovernmental agreement or any extension with another District fire apparatus, including but not limited to a Pumper or Truck.

Section 8. The District agrees, subject to appropriation of funds for this purpose, to indemnify the City for any litigation brought against the City as a result of the City's response to a fire, rescue, or EMS response in the District, including but not limited to attorneys fees, costs, and judgments or settlements. The District shall maintain a liability insurance policy naming the City as the insured or additional insured to protect the City from liability which may result from use or operation of the Pumper. The insurance policy shall be in the amounts of \$150,000.00 per person and \$600,000.00 per incident in accord with the liability limitations of the Colorado Governmental Immunity Act and shall be adjusted to conform with any changes to the liability limitations of the Colorado

Governmental Immunity Act. The District shall provide the City with an annual certificate of insurance reflecting the policy coverage, and with additional certificates in the event that the insurance carrier or policy is changed.

Section 9. A Party to this Agreement may terminate its participation in this Agreement for convenience upon thirty (30) days prior written notice without compensation to the other Party. Any notice of termination shall state the effective date of termination.

Section 10. Notwithstanding any other term of this Intergovernmental Agreement, this Agreement shall terminate immediately upon disconnection from the City of any or all property currently within the District as shown on Exhibit A, or in the event the remainder of the District property as shown on Exhibit A is annexed into the City, and in this event, the Pumper and associated equipment shown on Exhibit B shall be returned to the District not later than sixty (60) days after the date of annexation or the date of the disconnection order.

Section 11. In the event of any dissatisfaction with the performance of the City or the District under this Intergovernmental Agreement, the dissatisfied party's sole remedy shall be to terminate this agreement for convenience as provided for hereinabove.

Section 12. This Intergovernmental Agreement is a supplement to and not a replacement of the Annexation Agreement and its requirements, particularly Article IX of the Annexation Agreement.

Section 13. This Intergovernmental Agreement shall not be construed to create a duty as a matter of law or contract for the provision of fire, rescue and EMS services, the parties recognizing and intending to exercise rights for mutual convenience which they may exercise independently, nor shall this Intergovernmental Agreement be construed as creating a benefit or enforceable right for any person. Except as otherwise stated in its terms, this Intergovernmental Agreement shall not be construed to create a duty as a matter of law or contract for any of the Parties to assume any liability for injury, property damage, or any other damage that may occur by any action or non-action taken, or service provided to the public or any person, as a result of this Intergovernmental Agreement.

Section 14. The Parties agree that this Intergovernmental Agreement may only be amended or altered by written Agreement signed by the Parties governing bodies.

Section 15. Any notice required by this Agreement shall be sent in writing by United States Mail, first class postage prepaid. Correspondence to each Party shall be addressed to the following persons:

For the District:
Board of Directors
Colorado Centre Metropolitan District
4770 Horizonview Drive
Colorado Springs, CO 80925

For the City:
Fire Chief
Colorado Springs Fire Department
375 Printers Parkway
Colorado Springs, CO 80910

The addresses and persons above may be changed from time to time by written notice to the other party, and any written notice of change shall be attached to this intergovernmental agreement.

Section 16. No Party shall assign or otherwise transfer this Agreement or any right or obligation hereunder without prior written consent of the other Parties.

Section 17. Except as otherwise stated in this Agreement, no Party to this Agreement shall be required to pay any compensation to the other Party or the other Party's personnel for any services rendered hereunder. Nothing in this Agreement shall be construed to place the personnel of any Party under the control or employment of another Party. Each Party remains responsible for all pay, entitlement, employment decisions, and worker's compensation liabilities, for its own personnel. Nothing in this Agreement is intended to create or grant to any third party or person any right or claim for damages or the right to bring or maintain any action at law, nor does any Party waive its immunities at law, including immunity granted under the Colorado Governmental Immunity Act.

Section 18. Expenditures and Fees of Each Party Deemed Expenditures of That Party: The Parties to this Agreement agree that the purpose of this Agreement is to jointly accomplish pursuant to C.R.S. § 29-1-203 activities which could be performed separately by each Party. Accordingly, it is agreed and understood for purposes of the Colorado Constitution, Article X Section 20, and the Colorado Springs City Charter, that any fees contributed or paid, or otherwise provided by any Party to this Agreement to another Party to this Agreement are and remain an expenditure of the contributing, paying, or otherwise providing Party, and are not revenue or expenditures of the receiving Party.

Section 19. This Agreement is subject to and shall be interpreted under the law of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Colorado Springs, Colorado, a Colorado home rule city. Court venue and jurisdiction shall exclusively be in the Colorado District Court for El Paso County, Colorado.

Section 20. Appropriation and availability of funds: In accord with the Colorado Constitution, Article X, Section 20, and the City Charter, performance of the City's obligations under this Intergovernmental Agreement is expressly subject to appropriation of funds by the City Council. Further, in the event that funds are not appropriated in whole or in part sufficient for performance of the City's obligations under this Intergovernmental Agreement, or appropriated funds may not be expended due to Constitutional or City Charter spending limitations, then the City may terminate this Intergovernmental Agreement without compensation to the District.

Section 21. Local Concern: The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall or be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

Section 22. Entire Agreement. This Agreement, together with all exhibits attached hereto, constitutes the entire Agreement between the Parties hereto, and all other representations or statements heretofore made, verbal or written, are merged herein, and this Agreement may be amended only in writing, and executed by duly authorized representatives of the Parties hereto.

Section 23. No Third Party Beneficiary: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be incidental beneficiaries only.

Section 24. The Parties to this Agreement are not partners or joint venturers as a result of this Agreement.

For the City of Colorado Springs:


_____ this 8th day of February, 2005
Lionel Rivera
Mayor

ATTEST:


_____ City Clerk


APPROVED AS TO FORM

_____ SENIOR ATTORNEY
CITY OF COLORADO SPRINGS

For the Colorado Centre Metropolitan District:

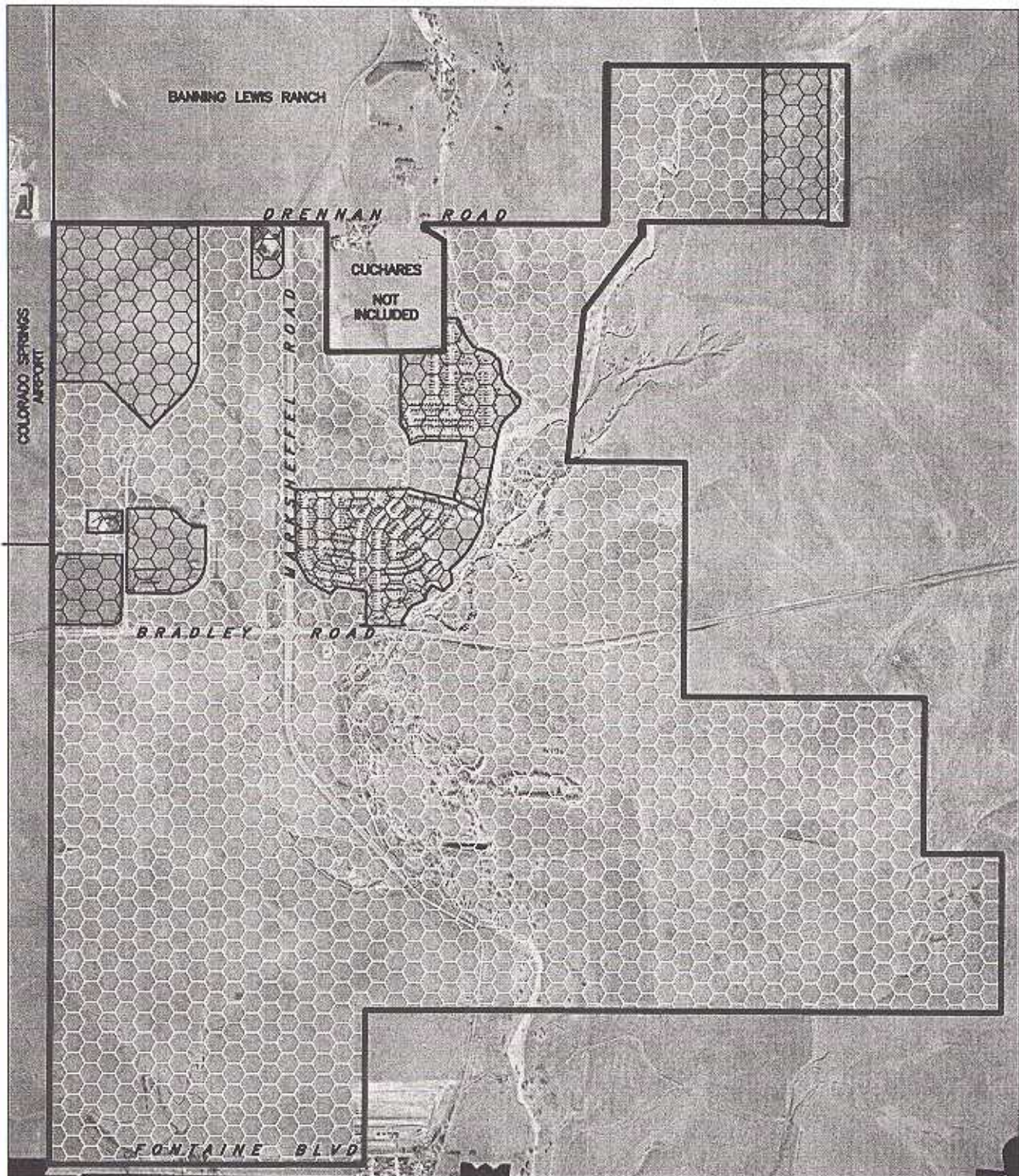

_____ this 15 day of Dec, 2005
Michael Cantin
President
Board of Directors

ATTEST:


_____ Board Secretary

COLORADO CENTRE SERVICE AREA

EXHIBIT A



LEGEND



NOT ANNEXED (EL PASO COUNTY) / LAND SUBJECT TO IGA



ANNEXED (CITY OF COLORADO SPRINGS) / LAND NOT SUBJECT TO IGA

EXHIBIT B

DESCRIPTION AND PRICE OF EQUIPMENT

One new and fully equipped 2004 or 2005 Model year 1871 Series Rosenbauer-Central States, 1500 GPM Pumper as per Colorado Springs Fire Department specifications and as more specifically detailed in quotes 10026-0002 and 10276-0004 by Max Fire Apparatus, Inc.

The price of the vehicle fully equipped is as follows:

Chassis	\$153,446
Body	\$158,004
Loose Equipment	<u>\$ 40,355</u>
Grand Total:	\$351,805

RESOLUTION NO. 22-05

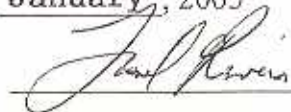
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR FIRE SERVICES BETWEEN THE CITY OF COLORADO SPRINGS AND THE COLORADO CENTRE METROPOLITAN DISTRICT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. The City Council finds that an agreement for the provision of fire services in the Colorado Centre Metropolitan District is in the best interest of the City for the health, safety and welfare of the City's residents.

Section 2. The City Council hereby approves the Intergovernmental Agreement For Fire Services Between The City of Colorado Springs, a Colorado municipal corporation and home rule city, and the Colorado Centre Metropolitan District, which is attached hereto and made a part of this resolution as Exhibit A. The Fire Chief is hereby authorized to administer this Intergovernmental Agreement for the City.

Dated at Colorado Springs this 25 day of January, 2005



Mayor

Attest:



City Clerk