

RESOLUTION NO. 13  
SERIES 2020

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO AUTHORIZING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE TOWN OF CRESTED BUTTE AND THE CRESTED BUTTE FIRE PROTECTION DISTRICT AND DESIGNATING THE CBFPD AS THE TOWN'S EMERGENCY RESPONSE AUTHORITY FOR HAZARDOUS INCIDENTS**

WHEREAS, the Town of Crested Butte ("Town") and the Crested Butte Fire Protection District ("District") (collectively, the "parties") desire to cooperatively provide certain services and accomplish certain functions authorized to each party in an efficient and effective manner by way of intergovernmental agreement; and

WHEREAS, the parties are authorized pursuant to Section 29-1-201 *et seq.*, C.R.S. to cooperate and contract with each other with respect to functions lawfully authorized to each of the parties; and

WHEREAS, Colorado law requires each municipality to designate an emergency response authority ("DERA") for hazardous substance incidents and the Town wishes to designate the District as the DERA; and

WHEREAS, the parties desire to enter into the Intergovernmental Agreement attached hereto as Exhibit A to embody their agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CRESTED BUTTE, COLORADO, THAT:

- 1. Authorization.** The Town Council hereby authorizes the Mayor to execute the Intergovernmental Agreement between the parties attached hereto as Exhibit A. The effective date of this resolution shall be immediately upon adoption.
- 2. Designation of DERA.** The Town Council hereby designates the District as the DERA in accordance with Section 29-22-102(3)(a), C.R.S.

INTRODUCED, READ, AND ADOPTED BEFORE THE TOWN COUNCIL THIS 20 DAY OF APRIL, 2020.

TOWN OF CRESTED BUTTE, COLORADO

by   
James A. Schmidt, Mayor

- 17. **FORMER AGREEMENTS.** This Agreement shall supersede and replace any previously executed agreements for fire services between the Town and District, including but not limited to, the Intergovernmental Agreements executed April 15th, 1982; July 2nd, 1986; and February 8th, 2000.
- 18. **INTERPRETATION.** It is the intent of the parties that no provision, sentence, word or effect of this Agreement shall be interpreted to be in conflict with Colorado law.
- 19. **TERM.** This Agreement shall be in effect for a period of five (5) years from the date of execution by both parties and will renew automatically for additional periods of (5) years unless terminated by either the mutual agreement of the parties; or by ninety (90) days advance written notice given by either Party informing the other Party of its intention to terminate this Agreement with or without cause. The five (5) year term is intended to prompt both parties to revisit and/or update the agreement on a periodic basis.
- 20. **IMMUNITY PRESERVED.** Nothing in this Agreement shall be construed as a waiver, express or implied, of any privilege, defense or immunity provided by the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as it may be amended from time to time, or any other applicable law.

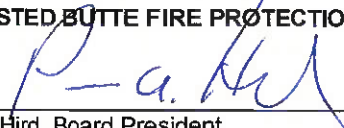
DATED: 4-20, 2020      TOWN OF CRESTED BUTTE

  
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James A. Schmidt, Mayor

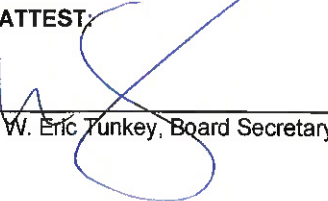
ATTEST:

  
\_\_\_\_\_  
Lynelle Stanford, Town Clerk

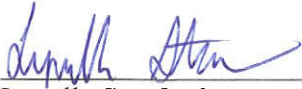
DATED: 4-20, 2020      CRESTED BUTTE FIRE PROTECTION DISTRICT

  
\_\_\_\_\_  
Paul Hird, Board President

ATTEST:

  
\_\_\_\_\_  
W. Eric Tunkey, Board Secretary

ATTEST



Lynelle Stanford, Town Clerk

(SEAL)



## **INTERGOVERNMENTAL AGREEMENT FIRE SERVICES**

1. **PARTIES.** The parties to this Agreement are the **TOWN OF CRESTED BUTTE**, a home rule municipality ("Town"), and the **CRESTED BUTTE FIRE PROTECTION DISTRICT**, a special district organized and operating pursuant to Colorado statutes, ("District"), together ("Parties")

2. **AUTHORITY.** The Parties are authorized pursuant to Section 29-1-201, *et seq.* C.R.S. to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties. The functions and services described in this Agreement are lawfully authorized to each of the Parties.

3. **RECITALS AND PURPOSE.** The Town is located entirely within the boundaries of the District. The Parties desire to cooperatively provide certain services and accomplish certain functions authorized to each Party in an efficient and effective manner by way of intergovernmental agreement. The purpose of this Agreement is to set forth the terms and conditions of said Agreement pursuant to the requirements of Section 29-1-203(2), C.R.S. and to provide for the best interest of the public's health, safety and welfare. Accordingly, in consideration of the mutual covenants stated herein, the Parties agree as follows.

4. **DEFINITIONS.** For the purposes of this Agreement, the following definitions are applicable.

4.1 "Capital Expansion Recovery Fees" means fees charged by the Town on new development to offset the cost for new and expanded capital facilities necessitated by the development.

4.2 "Governing Body" means the Town Council when referring to the Town and the Board of Directors when referring to the District.

5. **DESIGNATED EMERGENCY RESPONSE AUTHORITY.** Colorado law requires each municipality and County to designate an emergency response authority (DERA) for hazardous substance incidents. The Town shall designate the District as its DERA in accordance with Section 29-22-102(3)(a), C.R.S. Any reimbursement claims by the Parties shall be governed by the provisions of Section 29-22-104, C.R.S. Upon request of the Town, the District shall include those individuals designated by the Town in the District's hazardous materials incident training programs, if any.

6. **EMERGENCY MANAGEMENT.** The Town shall appoint an Emergency Management Coordinator to represent the interests of the Town related to planning, mitigation, response and recovery in the event of a Major Emergency. It is understood the Emergency Management Coordinator will likely be a secondary job responsibility for an existing employee or part-time position. The District and the Town further agree that emergency management activities will be coordinated with the Gunnison County

Office of Emergency Management and that the currently adopted versions of the Gunnison County and State of Colorado Emergency Operations Plans will serve as the basis of emergency planning and response to Major Emergencies.

**7. MUTUAL AID.** The Parties agree to provide mutual aid and assistance to each other in the event of a Major Emergency under the following terms and conditions:

**7.1** Upon a request of any Authorized Representative of a Party, an Authorized Representative of the other Party may assign personnel, along with such equipment necessary and proper to perform the requested duties for a period of up to twenty-four (24) hours from the time of request ("Initial Mutual Aid Period") without the expectation of compensation.

**7.2** The decision of one Party to respond to a request by the other Party shall rest entirely upon, and be at the discretion of, the Authorized Representative of the Party receiving the request for services.

**7.3** Assisting personnel and equipment shall be released by the requesting Party either when the services of the assisting personnel are no longer required or when the assisting personnel and/or equipment are otherwise needed by the assisting Party.

**7.4** After the initial 24-hour mutual aid period the parties may seek compensation from one another, or a third Party, based on rates set using the Colorado Resource Rate Form (CRRF) administered by the Colorado Department of Public Safety

**7.5** Each Party hereby waives all claims against the other Party for compensation for any loss of or damage to equipment and for any loss, damage, personal injury or death sustained by responding personnel which arises out of the performance of this Agreement. The provisions of this Agreement do not waive, modify or limit the right of any member of the responding entity to receive benefits pursuant to Section 29-5-109, C.R.S. and Section 29-5-110, C.R.S.

**8. DESIGNATED FIRE DEPARTMENT AND EMERGENCY MEDICAL SERVICE**

**8.1** The Parties acknowledge and agree that under Colorado law, the Town may establish and operate a fire department and/or ambulance service within its municipal boundaries but because the Town lies within the District's boundaries, establishing a separate Town fire department or ambulance service would be inefficient. Accordingly, the Town hereby designates the District and the District agrees to serve as the exclusive provider of ambulance service, fire protection and related services within the Town's boundaries.

**8.2** The Parties acknowledge that the above designation does not create an employee-employer relationship nor is it intended to delegate or confer any powers or responsibilities to the District beyond those given to the District under Section 32-1-101, *et seq.*, C.R.S.

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**8.3** The designation of the District as an exclusive provider under this Agreement does not preclude the use of third party mutual aid resources by either Party.

**9. FIRE CODE.** The Town has adopted the International Fire Code codified at Article 6 Chapter 16 of the Town Code. In addition, pursuant to the provisions of Section 32-1-1002(1)(d), C.R.S., the District may adopt and enforce a fire code that applies within the Town boundaries if the Governing Body of the Town adopts a resolution stating that the code or specific provisions thereof would be applicable within the Town. The Town and District shall work collaboratively on the development and approval of any amendments to the fire code applicable within the Town at least every six years.

**10. FIRE CODE ENFORCEMENT.**

**10.1.** The District shall appoint a qualified fire code official to enforce the fire code applicable within the Town including but not limited to issuing citations and other means of code enforcement. The fire code official shall promptly notify the Town's building official of any potential violations of the fire code and work with the building official to resolve any code violations.

**10.2.** The Town Council shall serve as the board of appeals if such board is established by the fire code. The Town Council may designate the Governing Body of the District as the board of appeals in the future if approved by ordinance of the Town Council and acceptable to the Governing Body of the District.

**10.3.** The Town will coordinate with the District to incorporate fire code requirements into the Town's building code and related inspection processes.

**10.4.** The District shall perform required plan reviews and inspections for compliance with the fire code at its expense and may charge fees to applicants and impose penalties for non-compliance in accordance with policies and rate schedules adopted by the District's Governing Body. No fees shall be charged for units that meet the qualifications under the Town's Affordable Housing Fee Waiver Policy with the exception of fees charged by third parties that may be required for fire code compliance review and/or inspection beyond the in-house expertise of District staff.

**10.5.** The Town shall refer to the District preliminary and final sketch plans of all proposed subdivisions, commercial buildings and multi-family residential projects for the purpose of receiving the District's comments on accessibility for fire equipment and vehicles, location and proposed fire hydrants, compliance with fire codes and standards, etc. The District shall respond to the referrals within the time limits set forth in the Town's applicable regulations.

**10.6.** The District shall conduct annual inspections or at such other interval as required by the fire code applicable within the Town.

- 10.7** The Town shall notify the District within 7 business days of issuance of any business licenses.
- 10.8** The District shall perform inspections of any marijuana or liquor license establishments within 7 days of notification from the Town of a new license application or pending transfer of ownership for such establishment.
- 11. CAPITAL EXPANSION RECOVERY (IMPACT) FEES.** The Town has adopted Capital Expansion Recovery Fees a portion of which are imposed to offset costs for capital facilities related to fire protection., Historically, the Town has collected the portion of the Capital Expansion Recovery Fees allocated to the District. However, to promote the efficient use of resources, the Town and District agree that the District, on behalf of the Town, shall collect that portion of the Capital Expansion Recovery Fees related to District services. This does not alter or impair the authority of the Town to adopt and asses such fees, nor does it change the Parties' continued dedication to collaborate when new development projects are proposed within the Town. If authorized by the Capital Expansion Recovery Fee provisions of the Town Code, alternative payments such as land dedication may be negotiated with the mutual agreement of both the District and the Town.
- 12. FIRE HYDRANTS.** The Town and District agree to coordinate periodic fire hydrant inspections and testing within the Town's boundaries; the Town agrees to permit the District to label or otherwise identify hydrants as to pressure, size of line, etc. The Town will not change hydrant connections without consulting the District. Fire hydrants shall be maintained by the Town to include snow removal as needed.
- 13. USE OF MUNICIPAL WATER.** The District shall not utilize un-metered water from the Town's municipal water system except in case of emergency. If the District wants to utilize un-metered water from the Town's municipal water system for training or other purposes, such request must be submitted to the Town with at least 24 hours of notice to the Public Works Director and Water Plant Manager. The Town must grant authorization for such use prior to the District accessing un-metered water and such authorization will not be unreasonably withheld.
- 14. MAPPING.** The Parties acknowledge the desirability of establishing a systematic, comprehensive and periodic mapping procedure. The Parties shall periodically meet and confer for the purposes of retaining and utilizing an expert for mapping purposes. The Parties also agree to meet and confer with other school, water or sanitation districts and Gunnison County for further coordination of mapping efforts and defraying costs.
- 15. CONTINUED COOPERATION.** The Parties shall periodically and upon request by either Party meet to confer to discuss issues of mutual concern, including, but not limited to personnel, training, equipment purchases, communications, procedures, code enforcement, inspections and other issues of possible joint cooperation.



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