

INTERGOVERNMENTAL AGREEMENT FOR FIRE PROTECTION

Between

THE CITY OF MANITOU SPRINGS

and

THE CRYSTAL PARK METROPOLITAN DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the Crystal Park Metropolitan District (the "DISTRICT") and the City of Manitou Springs (the "CITY") pursuant to Section 29-1-203, Colorado Revised Statutes. The parties hereto agree as follows:

1. Provision of extra-territorial fire protection services.

During the term hereof, the CITY agrees to respond to calls for fire-fighting services within the territory of the DISTRICT. The CITY shall be required to respond to such calls within the DISTRICT only at such times as its fire-fighting staff and equipment are not actively engaged in responses to emergencies within the boundaries of the CITY. It is further agreed that, in the event that the CITY's fire-fighting personnel and equipment are called to respond to an emergency within the CITY while in process of a response to the DISTRICT, some portion or all of the CITY's fire-fighting staff and equipment may be recalled and redirected to the emergency within the CITY.

2. Payment for services.

At the commencement of the term hereof, the DISTRICT shall remit to the CITY the sum of TEN THOUSAND DOLLARS (\$10,000), which sum shall, upon receipt by the CITY, constitute payment in full of the base payment for the extension by the CITY of fire-fighting services to the territory of the DISTRICT during the term hereof. As the parties recognize that the CITY will make budgetary commitments for the support of this Agreement, the parties understand and agree that, in the event this Agreement is terminated or canceled prior to the expiration of the term hereof, no pro-ratio or other refund shall be made to the DISTRICT by the CITY of any portion of said base payment. The base payment is due the CITY in full even if the CITY is not called upon to make any responses to the DISTRICT for fire-fighting services during the term hereof.

In addition to the base payment described above, the CITY shall be entitled to an incident response payment in the amount of FIVE HUNDRED DOLLARS (\$500) for each occasion on which the CITY responds to a call for fire-fighting assistance within the DISTRICT. The DISTRICT may, if it chooses, seek reimbursement of each such incident response fee from the property owner within the DISTRICT for whose property response was made by the CITY. If the CITY makes no responses to the DISTRICT for fire-fighting services during the term hereof, the CITY shall not be entitled to receive any incident response payments.

3. Insurance.

A. The DISTRICT shall procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the DISTRICT under this Agreement.

3/23/2009

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B. Any insurance carried by the CITY, its officers, or its employees or contractors is excess and not contributory insurance to that provided by the DISTRICT. The DISTRICT shall be solely responsible for any deductible losses under any policy.

C. The DISTRICT shall provide to the CITY a certificate of insurance.

Term.

The term of this Agreement commences at 12:01 A.M. on the 1st of April 2009, and terminates at 11:59 P.M. on the 31st day of March 2010.

Renewal.

This Agreement may be renewed and extended in writing by the parties, either upon the same terms or upon such modified terms as they may agree in writing.

Roads.

Any new roads/driveways, any relocation of existing roads/driveways within the DISTRICT shall be constructed in accordance with guidelines furnished by the CITY's Fire Chief. In the event that roads/driveways are hereafter newly constructed or relocated within the DISTRICT without compliance with guidelines from the CITY's Fire Chief, the CITY shall not be obligated to respond for calls to properties located on any such road/driveway. The District hereby acknowledges that any house on an existing road/driveway not meeting these criteria may not be serviced by the CITY.

Enhancement of capability to respond to fires within the District

The CITY will work with the DISTRICT in developing a plan that will assist the DISTRICT in providing alternative fire protection measures for those home sites located on roads which have been deemed inaccessible by the CITY. These measures might include the provision of adequate water, pumping capability, hoses, etc. by the DISTRICT or homeowner. This will allow trained firefighters from the CITY to respond to the fire location for the purpose of fighting the fire with on-site water and pumping equipment/materials.

Numbering and signage.

The DISTRICT agrees to place and maintain, at its own expense, street signs at every intersection within the DISTRICT, which signs shall clearly and legibly identify each street within the DISTRICT. The DISTRICT shall either require its property owners to clearly place street numbers on their properties so that the street address of each such property is clearly visibly and legible from the street, or the DISTRICT shall put such street numbers in place at its own expense.

Training of volunteer fire-fighting personnel within the DISTRICT.

The CITY shall, at its sole expense, provide training during the term hereof for not less than one nor more than two individuals residing within the DISTRICT to provide on-site response

of trained personnel; provided, however, that at all times during any response by the CITY to the DISTRICT pursuant to this Agreement, all such personnel shall be under the control and command of the CITY's Fire Chief or designee.

11. Miscellaneous.

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in El Paso County, Colorado.

B. Integration. This Agreement constitutes the entire agreement between DISTRICT and the CITY, superseding all prior oral or written communications.

C. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

D. Modification. This Agreement may only be modified upon written agreement of the parties hereto.

E. Assignment. Neither this Agreement nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

F. Governmental Immunity. The CITY, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the CITY and its officers or employees.

Signed this 17th day of March, 2009.

CRYSTAL PARK METROPOLITAN DISTRICT

Michael W. Doughty
Chair

CITY OF MANITOU SPRINGS

Eric Drummond
Eric Drummond, Mayor

ATTEST:

Carole Lawson