

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE GUNNISON COUNTY
FIRE PROTECTION DISTRICT THE CITY OF GUNNISON AND THE GUNNISON
VOLUNTEER FIRE DEPARTMENT**

THIS Agreement is made and entered into effective the ___ day of _____, 2015, by and between the Gunnison County Fire Protection District (“District”), the City of Gunnison, a Colorado home-rule municipality (“City”), and the Gunnison Volunteer Fire Department, a Colorado non-profit corporation (“GVFD”).

WHEREAS, the District is a special district organized under the laws of the State of Colorado for the purpose of fire prevention and control within the area shown on EXHIBIT A, attached hereto and incorporated herein, which area encompasses the boundaries of the District; and

WHEREAS, the City is a municipal home-rule corporation organized under the laws of the State of Colorado; and

WHEREAS, the GVFD is a Colorado non-profit corporation utilizing volunteers to provide fire-fighting and emergency services on behalf of and at the direction of the City and the District; and

WHEREAS, both the District and the City own and maintain fire protection equipment, employ personnel, and contribute to costs associated with operation of the fire department serving the area shown on EXHIBIT A, through annual budget appropriation; and

WHEREAS, the District and the City desire to enter into an agreement by which the GVFD will provide all firefighting and emergency services within the City and District, utilizing apparatus and equipment as deemed necessary to provide such services; and

WHEREAS, this Agreement will replace in its entirety the agreement between the parties dated June 11, 1985.

NOW, THEREFORE, for good and valuable consideration as expressed herein, the parties agree as follows:

1. For the period beginning on the date set forth above, and ending on midnight one year from the date set forth above, GVFD shall furnish firefighting and emergency services within the City and District, utilizing regular volunteer fire personnel and firefighting apparatus and equipment owned and operated by either the District or the City, or both, as deemed necessary to provide such services within the City and District.
2. This Agreement will renew automatically for one-year periods from the time of its first expiration unless any party notifies the others in writing ninety (90) days or more prior to its expiration, or the expiration of any renewal periods, of its decision not to renew it for an additional period. Any renewal of this Agreement is subject to the City and District making annual budget appropriations to support the terms of the Agreement.
3. The Chief of the GVFD, or his designee, shall have the sole and exclusive right and responsibility to prescribe the manner and method of response to an alarm for fire or other services required within the territory of the City and District.
4. All firefighting activities shall be conducted pursuant to the regulations and laws of the City if such occur within the City limits, and within the regulations and laws of the State of Colorado if outside the City limits of the City of Gunnison, Colorado.
5. The District shall be responsible for paying its employees, general maintenance and repair of its equipment, insurance premiums, and its share of expenses for the fire department building, personnel training, etc., as reflected in the District’s annual budget. The City shall be responsible for paying its employees, general maintenance and repair of its equipment, insurance premiums and its share of expenses for the fire department building, personnel training, etc., as reflected in the City’s annual budget.

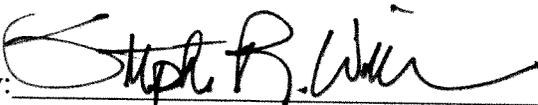
6. The District shall pay the stipend/response fee for any volunteer fire personnel responding to an incident within the boundaries of the Gunnison County Fire Protection District and outside of the City limits of the City of Gunnison. The City shall pay the stipend/response fee for any volunteer fire personnel responding to an incident within the City limits of the City of Gunnison.
7. Damage to equipment or apparatus, occurring during response to an incident, including travel to or return from an incident, regardless of reason or cause, shall be paid for by the District if the property is owned by the District. Damage to equipment or apparatus, occurring during response to an incident, including travel to or return from an incident, regardless of reason or cause, shall be paid for by the City if the property is owned by the City.
8. Injury to personnel, occurring during response to an incident, including travel to or return from the incident, regardless of reason or cause, shall be paid for by the District if the incident site is within the boundaries of the Gunnison County Fire Protection District and outside of the City limits of the City of Gunnison. Injury to personnel, occurring during response to an incident, including travel to or return from the incident, regardless of reason or cause, shall be paid for by the City if the incident site is within the City limits of the City of Gunnison.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

City of Gunnison, a Colorado home-rule municipality

Gunnison County Fire Protection District

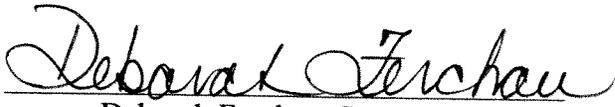
By: _____
Robert Drexel, Mayor

By: 
Stephen R. Williams, Chairman

Attest:

Gail Davidson, City Clerk

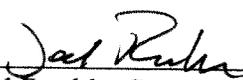
Attest:


Deborah Ferchau, Secretary

Gunnison Volunteer Fire Department

By: 
Dennis Spritzer, Chief

Attest:


Joel Ruehle, Secretary