

RESOLUTION 44-20

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE ESTES VALLEY FIRE PROTECTION DISTRICT FOR ACCESS AND MAINTENANCE TO TOWN COMMUNICATION FACILITIES, AND DEED AND BILL OF SALE, FOR THE DANNELS FIRE STATION

WHEREAS, the Town and the Fire District desire that ownership of the Dannels Fire Station transfer from the Town to the Fire District; and

WHEREAS, the people of the Town have approved such transfer by vote at a regular election; and

WHEREAS, the Town and the Fire District desire the Town to retain access and maintenance rights for Town communication facilities on the premises.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF ESTES PARK, COLORADO:

The Board approves, and authorizes the Mayor to sign, the intergovernmental agreement referenced in the title of this resolution, including the Deed and Bill of Sale attached thereto as Exhibit A, in substantially the form now before the Board.

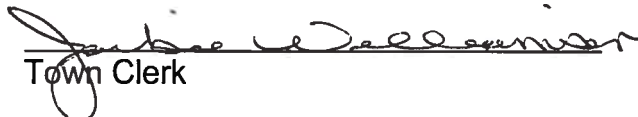
DATED this 14th day of July, 2020.

TOWN OF ESTES PARK



Mayor

ATTEST:



Town Clerk

APPROVED AS TO FORM:



Town Attorney

Exhibit A

INTERGOVERNMENTAL AGREEMENT FOR ACCESS AND MAINTENANCE TO TOWN COMMUNICATION FACILITIES

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into this ____ day of _____, 2020, between the Town of Estes Park (the "Town") and the Estes Valley Fire Protection District (the "Fire District"), collectively, the "Parties".

RECITALS

WHEREAS, the Town, upon the execution by both Parties of this Intergovernmental Agreement will transfer the Dannels Fire Station to the Fire District by Deed and Bill of Sale, a copy of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Town has installed and maintains certain communication equipment (the "Communication Facilities") within the Dannels Fire Station as more fully set forth on Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the Parties desire to enter into this Intergovernmental Agreement to state the terms and conditions of the Communications Facilities remaining in the Dannels Fire Station including access by the Town to the Communication Facilities.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. The Communication Facilities shall remain the property of the Town.
2. The Town shall have the right to access Dannels Fire Station to maintain, replace, repair, extend, and/or remove all or part of the Communication Facilities.
 - a. The Town shall provide the Fire District with a minimum of 24 hours' notice prior to the Town accessing Dannels Fire Station for routine maintenance, replacement, repair, extension and/or removal of the Communication Facilities. The Town will endeavor to perform work within regular business hours and during times that will minimize conflict with the District's use of the Dannels Fire Station to the extent possible.
 - b. In the event of an emergency which requires access to the Dannels Fire Station by the Town for the Communication Facilities, the Town shall be entitled to access Dannels Fire Station without providing the 24-hour notice provided in Section 2.a. above. The Town shall endeavor to provide as much notice as possible to the Fire District prior to accessing Dannels Fire Station for an emergency situation.

3. The Town may maintain, repair, replace, extend, and/or remove the Communication Facilities using third party contractors which shall be agents of the Town for the purposes of this Intergovernmental Agreement. Any contract that the Town enters into for this purpose will include language waiving liability to the District for any claims for payment or performance thereof, and which provides that the third party has and will maintain liability insurance coverage in an amount at least of the limits of the Colorado Governmental Immunity Act.
4. The Town currently provides, through the Communication Facilities, phone service for the Fire District's phones. The Town shall continue to provide phone service to the Fire District. The Town shall invoice the Fire District for the cost of providing said phone service. Said cost shall be based upon the number of phone handle sets used by the Fire District during the previous calendar year prorated based on the Town's internal cost for phone service. Currently, the Fire District has approximately twelve phone handle sets and the annual billing has averaged between \$100 to \$130 per phone handle set per year. The Fire District shall be responsible for all costs incurred by the Fire District for long distance phone service.
5. In the event the Town removes all of the Communication Facilities from the Dannels Fire Station and does not intend to replace the Communication Facilities, the Town agrees to provide at least sixty (60) days' notice to the District sufficient to install its own communication facilities and to reasonably repair any damage to the Dannels Fire Station caused by removing the Communication Facilities. The Parties agree that to the extent possible, this Intergovernmental Agreement will remain in effect for the period of time necessary to install the new District communications facilities, and then this Intergovernmental Agreement shall terminate.
6. The term of this Intergovernmental Agreement shall coincide with the term of the Fire District Licensing Agreement 17-LM-60-1901 with the United States of America unless sooner terminated by mutual agreement of the Parties or pursuant to Section 5 above.
7. Severability. If any provision of this Intergovernmental Agreement, or the application of such provision to any person, entity or circumstance, shall be held invalid, the remainder of this Intergovernmental Agreement shall not be affected thereby.
8. Entire Agreement. This Intergovernmental Agreement shall not invalidate or otherwise affect any other agreement presently in effect. This Intergovernmental Agreement represents the entire agreement of the Parties and any amendment to this Intergovernmental Agreement shall be in writing and executed by the Parties.

9. Governing Law. It is expressly understood and agreed by and among the Parties that this Intergovernmental Agreement is made in and shall be construed and interpreted in accordance with the laws of the State of Colorado.
10. Assignment. This Intergovernmental Agreement shall not be assigned by either of the Parties without the prior written consent of the other Party.
11. Relationship of Parties. The Parties enter into this Intergovernmental Agreement as separate and independent governmental entities and each shall maintain such status throughout the term of this agreement.
12. Effect of Agreement. This Intergovernmental Agreement is not intended to, nor should it be construed to, affect or extend the legal responsibilities of either of the Parties; create or modify any preexisting legal obligations, if any; or create for or extend any of the legal rights of any person. This agreement shall not be construed as or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action hereunder for any cause whatsoever.
13. Counterparts. This Intergovernmental Agreement may be executed in any number of original counterparts, all of which evidence only one agreement. The parties agree that counterpart signatures of this Intergovernmental Agreement shall be acceptable and that execution of this Intergovernmental Agreement in the same form by each party shall be deemed to constitute full and final execution of this Intergovernmental Agreement.
14. Construction of Agreement. This Intergovernmental Agreement shall be construed according to its fair meaning as if it was prepared by the Parties and shall be deemed to be and contain the entire Agreement between the Parties. There shall be deemed to be no other terms, conditions, promises, understandings, statements or representations, expressed or implied, concerning this Intergovernmental Agreement, unless set forth in writing and signed by the Parties.
15. Binding Effect. This Intergovernmental Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
16. Governmental Immunity Act. No term or condition of this Intergovernmental Agreement shall be construed or interpreted as a waiver, express or implied, by either of the Parties of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law

17. Notices. Any notice under this Intergovernmental Agreement to a party shall be effective upon receipt at the addresses set forth below.

Town of Estes Park:

Town of Estes Park
Attn: Town Administrator
P O Box 1200
Estes Park, CO 80517

Estes Valley Fire Protection District:

Estes Valley Fire Protection District
Attn: Fire Chief
901 North Saint Vrain Avenue
Estes Park, CO 80517

[SIGNATURES ON NEXT PAGE]

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

TOWN OF ESTES PARK

By: _____

ATTEST:

By: _____
Town Clerk

ESTES VALLEY FIRE PROTECTION DISTRICT

By: _____
Fire Chief

ATTEST:

By: _____
Secretary

EXHIBIT A
(to IGA)

DEED AND BILL OF SALE

THIS DEED AND BILL OF SALE dated this ___ day of _____, 2020, between the Town of Estes Park, a municipal corporation and political subdivision of the State of Colorado (“Grantor”) and the Estes Valley Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado (“Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and quitclaimed, and by these presents does remise, release, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the improvements, situate, lying and being in the County of Larimer and State of Colorado, described as follows:

That certain Fire Station known as the “Dannels Fire Station,” including the fire station building, parking lot, landscaping and any and all related appurtenances, located on 2.13 acres of Reclamation land in Estes Park Colorado, and more particularly described as the fire station located adjacent to Lake Estes and Estes Park Powerplant in the East Half of Northwest Quarter Section 30, Township 5 North, Range 72 West, 6th P.M., Larimer County, Colorado, subject to Bureau of Reclamation License No. 17-LM-60-1901 (“License”), as depicted in Exhibit A attached hereto and incorporated herein by this reference (also depicted in Exhibit B to the License), except for the communication equipment of the Town located within Dannels Fire Station as more fully set forth on Exhibit B attached hereto and incorporated herein by this reference, which will remain the exclusive property of the Town.

The fire station building, parking lot, landscaping, and any and all related appurtenances are transferred from Grantor to Grantee “AS IS”.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this Deed and Bill of Sale on the date set forth above.

GRANTOR:

By: _____

Title: _____

STATE OF COLORADO

)

) ss.

COUNTY OF LARIMER

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public

ACCEPTANCE

The Estes Valley Fire Protection District hereby accepts the real and personal property improvements conveyed herein, along with the License to operate the improvements, as in conformance with the District's Rules and Regulations and associated standards this ____ day of _____, 2020.

By: _____

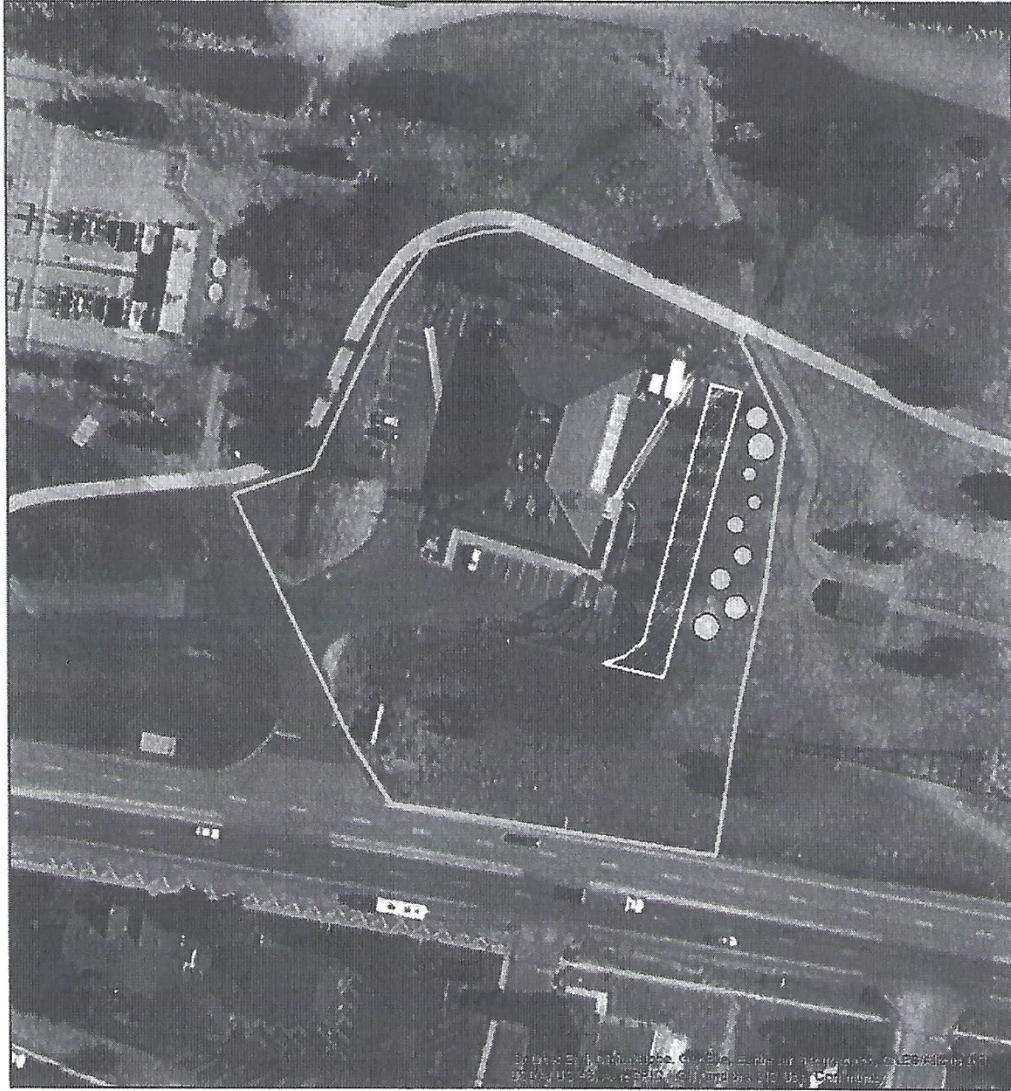
Name: _____

Title: _____

EXHIBIT A
(to Deed and Bill of Sale)

License No. 17-LM-60-1901

EXHIBIT License Area Map



**Estes Valley Fire Protection District
Fire Station Building and Parking Lot Expansion
ECAO Project #2018-014**

Section 30, T. 5N., R. 72 W., 6th P.M.
Larimer County, Colorado
USGS Quad: Estes Park, Colorado (7.57)
1:932

0 60 120 Feet

RECLAMATION
Kiewit Construction Co.

This map was prepared from data that is available to the public and is not to be used for any other purpose. Contacted by Reclamation of the following: Colorado State Office, Denver, Colorado, 80202. 8/14/13. This map is a continuation of map #2018-014-01. 2018-014-01, Estes Valley Fire Protection District, License Area Map.

Legend:
New Location of Trees
Parking Lot Expansion
Area of Potential Effect

EXHIBIT B
(to Deed and Bill of Sale)

Communication Facilities:

Rack
Switch – Town fiber
PBX Phone Equipment
Battery

EXHIBIT B
(to IGA)

Communication Facilities:

Rack
Switch – Town fiber
PBX Phone Equipment
Battery