

Hazardous Material Response

406.1 PURPOSE AND SCOPE

Hazardous materials present a potential harm to employees and others as a result of their exposure. To comply with applicable law, the following represents the policy of this department.

406.1.1 HAZARDOUS MATERIAL DEFINED

Hazardous material - A substance which by its nature, containment and reactivity, has the capability of inflicting harm to people, other living organisms, property or the environment during exposure. Hazardous materials are characterized as being toxic, corrosive, flammable, explosive, oxidizing, asphyxiating, pathogenic, allergenic, biohazardous, or radioactive and pose a threat to health when improperly managed.

406.2 HAZARDOUS MATERIAL RESPONSE

Employees may encounter situations involving suspected hazardous materials, such as at the scene of a traffic collision, chemical spill or fire. When employees come into contact with a suspected hazardous material, they should take certain steps to protect themselves and other persons.

The fire department is the agency trained and equipped to properly respond and mitigate most hazardous materials and biohazards. The Louisville Fire Protection District and the City of Louisville have entered into an intergovernmental agreement regarding provisions for fire services, including hazardous materials response.

[IGA by and between the Louisville Fire Protection District and the City of Louisville.pdf](#)

Responders should not perform tasks or use equipment without proper training.

A responder entering the area may require decontamination before he/she is allowed to depart the scene and should be evaluated by appropriate technicians and medical professionals for signs of exposure.

The following steps should be considered at any scene involving suspected hazardous materials:

- a. Make the initial assessment of a potential hazardous material from a safe distance.
- b. Remain upwind, uphill and at a safe distance, maintaining awareness of weather and environmental conditions, until the material is identified and a process for handling has been determined.
- c. Wear personal protective gear, being cognizant that some hazardous material may quickly volatilize into a form which is readily inhaled.
- d. Attempt to identify the type of hazardous material from a safe distance using optical aids (binoculars /spotting scopes) if they are available. Identification can be determined by:
 1. Placards and use of the Emergency Response Guidebook.
 2. Driver's statements or shipping documents from the person transporting the material.

Hazardous Material Response

3. Information obtained from any involved person with knowledge regarding the hazardous material.
- e. Obtain information from any involved party who has knowledge regarding the hazardous material. Information should include:
 1. The identity and quantity of the material.
 2. How to secure and contain the material.
 3. Any other information to protect the safety of those present, the community and the environment.
- f. Notify the appropriate fire department. Provide weather conditions, wind direction, a suggested safe approach route and any other information pertinent to responder safety.
- g. Provide first aid to injured parties if it can be done safely and without contamination.
- h. Begin evacuation of the immediate and surrounding areas, dependent on the material. Voluntary evacuation should be considered. Depending on the material, mandatory evacuation may be necessary.
- i. Make reasonable efforts to secure the scene to prevent access from unauthorized personnel.
- j. Establish a decontamination area when needed.
- k. Establish a command post and staging location.
- l. Contact the local Colorado State Patrol Dispatch to request assistance from the Colorado State Patrol Hazardous Materials Unit.
- m. If available, activate reverse 9-1-1 calling to the affected area.

406.3 REPORTING EXPOSURE

Department personnel who believe they have been exposed to a hazardous material shall immediately report the exposure to a supervisor. Each exposure shall be documented by the employee in a First Report of Injury form, which shall be forwarded via chain of command to the Division Commander as soon as practicable. Should the affected employee be unable to document the exposure for any reason, it shall be the responsibility of the notified supervisor to complete the First Report of Injury form for the employee.

Injury or illness caused or believed to be caused from exposure to hazardous materials shall be reported the same as any other on-duty injury or illness, in addition to a crime report or incident report.

406.3.1 SUPERVISOR RESPONSIBILITIES

When a supervisor has been informed that an employee has been exposed to a hazardous material, he /she shall ensure that immediate medical treatment is obtained and appropriate action is taken to treat the exposure.

To ensure the safety of employees, safety equipment is available through supervisory personnel. Safety items not maintained by the Department will be provided by the Louisville Fire Protection District.

Attachments

and between the Louisville Fire Protection District and the City of Louisville

**RESOLUTION NO. 61
SERIES 2017**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BY AND BETWEEN THE LOUISVILLE FIRE
PROTECTION DISTRICT AND THE CITY OF LOUISVILLE
REGARDING PROVISION FOR FIRE SERVICES**

WHEREAS, pursuant to the Special District Act, 32-1-101 *et seq* , C R S , the Louisville Fire Protection District (“District”) provides fire services to all areas within its boundaries; and

WHEREAS, pursuant to 31-30-101 and 31-15-601, C R S , the City is authorized to provide fire services within its municipal boundaries, and

WHEREAS, pursuant to 29-1-203, C R S , the District and the City may contract with one another to provide any function, service, or facility lawfully authorized to be provided by the District or the City, and

WHEREAS, most, but not all, of the area presently located within the boundaries of the City also is located within the boundaries of the District, and

WHEREAS, an intergovernmental agreement has been proposed between the District and the City to provide uniform fire services and enforcement of the fire code throughout the boundaries of the District, and

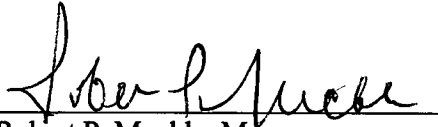
WHEREAS, the City Council finds that such proposed agreement will promote the public safety and welfare of current and future residents and property owners and will provide for cooperative efforts by both the City and the District for the provision of uniform fire services and uniform enforcement of the fire code throughout the District and the City, and the City Council desires to enter into such agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

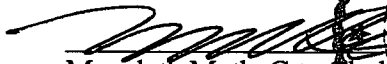
1 The proposed Intergovernmental Agreement By and Between the Louisville Fire Protection District and the City of Louisville Regarding Provision for Fire Services (the “Agreement”) is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution


2 The Mayor is hereby authorized to execute the Agreement on behalf of the City Council of the City of Louisville including Exhibit “B” thereto, such Exhibit “B” being An Intergovernmental Agreement By and Between the City of Louisville and the Louisville Fire Protection District for Fire Code Compliance Services (“Exhibit ‘B’”). The Mayor is further hereby granted the authority to negotiate and approve such revisions to said Agreement and Exhibit “B” thereto as the Mayor determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered

PASSED AND ADOPTED this 6th day of November, 2017


Robert P Muckle, Mayor

ATTEST


Meredyth Muth, City Clerk



**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE LOUISVILLE
FIRE PROTECTION DISTRICT AND THE CITY OF LOUISVILLE REGARDING
PROVISION FOR FIRE SERVICES**

THIS AGREEMENT is made and entered into this 6th day of Nov., 2017 ("Effective Date") by and between the Louisville Fire Protection District (the "Fire District"), a special district organized and existing pursuant to 32-1-101, C R S , et seq. (the "Special District Act") and the City of Louisville (the "City"), a Colorado home rule municipal corporation. The City and the Fire District are individually referred to as a "Party" and jointly referred to as the "Parties."

RECITALS

WHEREAS, the Parties have a common and compelling public safety interest to provide and plan for high quality fire prevention, fire suppression, rescue, hazardous material, arson investigation and prosecution, and emergency medical services for the existing and future property owners and residents within their respective jurisdictions, and

WHEREAS, pursuant to the Special District Act, the Fire District provides Fire Services, as defined herein, to all areas within its boundaries, and

WHEREAS, pursuant to 31-30-101 and 31-15-601, C R.S., the City is authorized to provide Fire Services within its municipal boundaries, and

WHEREAS, pursuant to 29-1-203, C R S , the Parties may contract with one another to provide any function, service, or facility lawfully authorized to be provided by the Fire District and the City, and

WHEREAS, most, but not all, of the area presently located within the boundaries of the City also is located within the boundaries of the Fire District, and

WHEREAS, both the City and the Fire District have adopted a fire code for their respective jurisdictions, and the Fire District enforces the City Fire Code (defined below) in those areas located within the boundaries of both the City and the Fire District, even when and if the City Fire Code varies from the fire code adopted by the Fire District, and

WHEREAS, the City has authority to adopt ordinances authorizing the Fire District to cooperatively administer and enforce the City Fire Code in those areas located within the boundaries of both the City and the Fire District, and

WHEREAS, the Fire District has the authority to administer and enforce the fire code adopted by the Fire District and/or the County(ies) in which it is located with respect to areas located within the boundaries of the Fire District but outside of the City, and

WHEREAS, the City has annexed and may in the future annex land currently located outside the boundaries of the Fire District, and the City desires that the Fire District provide Fire Services to all areas located within the boundaries of the City to avoid administrative difficulties, inefficiencies and possible inconsistent application of the City Fire Code by multiple fire protection districts providing services within the boundaries of the City, and

WHEREAS, the Fire District is willing to commit to providing high quality Fire Services to all areas currently located within the boundaries of the City as well as those areas that are annexed into the boundaries of the City in the future, and

WHEREAS, the Parties agree that coordinated emergency services will promote efficient delivery of services during a disaster emergency, and

WHEREAS, the Parties agree that establishing mutual boundaries between the Parties wherever feasible is in the best interest of the Parties and will promote the efficient provision of Fire Services and the public safety and welfare, and

WHEREAS, the Parties agree that it is in the best interests of the Parties to create an atmosphere conducive to a healthy economy, and that cooperation between the Parties will enhance opportunities for economic development, and

WHEREAS, the Parties agree that it is in their best interests, and will promote the public safety and welfare of the current and future residents and property owners within their mutual boundaries, to provide for cooperative efforts by both the City and the Fire District for the provision of uniform Fire Services and uniform enforcement of the City Fire Code throughout their mutual boundaries

NOW, THEREFORE, the Parties covenant and agree as follows

1. DEFINITIONS For purposes of this Agreement the following terms are defined as follows

a "Fire Services" refers to all proper and mandated services, functions, and activities of a fire protection district as authorized in the Colorado Revised Statutes including, without limitation, fire suppression, fire prevention, related investigatory activities and prosecution, including but not limited to arson investigation and prosecution, rescue, hazardous materials services, ambulance and emergency medical services, law enforcement blood draws, and enforcement and administration of the City Fire Code. The Parties may mutually agree to use nationally recognized standards to enforce the City Fire Code as adopted by the City

b "City Fire Code" refers to the fire code as adopted by the City on the Effective Date, together with any modifications or amendments thereof, and any successor codes, editions, or amendments adopted by the City

2. BEST REASONABLE EFFORTS FOR ANNEXATION AND INCLUSION OF LAND. The Parties agree that each shall use its best reasonable efforts to include within the boundaries and jurisdiction of the Fire District (a) all land that on the Effective Date is not within the boundaries and jurisdiction of the Fire District but is within the City, and (b) all land that is annexed by the City after the Effective Date

3. CITY COOPERATION WITH FIRE DISTRICT'S EFFORT TO INCLUDE TERRITORY. The Fire District shall be responsible for all actions necessary to include territories into the Fire District that are or become within the City boundaries. Such actions

include, but are not limited to, all service plan amendments and legal proceedings, including appellate proceedings that may be necessary to complete the inclusion of territory within the Fire District. The City shall cooperate with the Fire District in such proceedings and shall be responsible for its own costs incurred for general counsel legal services for any approvals necessary from the City to accomplish the inclusion. All other reasonable costs incurred by the City regarding such proposed territory inclusion shall be the responsibility of Fire District, and shall be reimbursed by the Fire District within 30 days of an invoice from the City for such costs. The City agrees that, beginning on the Effective Date and continuing for as long as the Agreement is in force, it will include within its standard annexation agreement language in substantially the following form:

Owner agrees to take all actions necessary or appropriate to promptly include the annexed property into the Louisville Fire Protection District, including petitioning the Louisville Fire Protection District to include the annexed property into its jurisdiction. If the annexed property is within the jurisdiction of another fire protection district as of the date of annexation, the Owner shall cooperate with the City and the Louisville Fire Protection District in excluding the annexed property from that fire protection district. The Owner's obligation under this provision shall be continuing until the annexed property has been legally included into the Louisville Fire Protection District.

4. CONTINGENCIES FOR FIRE DISTRICT PERFORMANCE. The minimum Fire Services performance standards to be met by the Fire District are set forth in Exhibit A. The minimum performance standards may be amended at any time by written agreement of the Parties. The Parties understand and agree that the Fire District's current operation status, including its present facilities, equipment, and personnel, is designed primarily to provide services within the Fire District's boundaries, as they exist as of the Effective Date. The Parties also understand and agree that the Fire District's ability to provide Fire Services to land annexed to the City in the future may be contingent upon expansion of and/or change in the nature of the Fire District's facilities, equipment, and personnel.

On or before the 1st day of March immediately following the Effective Date and every twelve (12) months thereafter throughout the Term of this Agreement, the Fire District shall deliver to the City a written report detailing the scope and level of Fire Services provided within the Parties' mutual boundaries and to areas annexed to City but outside the Fire District's boundaries to which the Fire District provides Fire Services as a result of this Agreement. The report shall note all exceptions to the agreed upon minimum standards, and all cases, if any, in which the Fire District did not meet the minimum performance standards.

5. OBLIGATION TO PROVIDE FIRE SERVICES. The Fire District understands and agrees it is legally obligated to provide Fire Services to all areas within the

Parties' mutual boundaries as of the Effective Date. The Fire District further understands and agrees it is legally obligated to provide Fire Services to areas that subsequently may be annexed to the City that are outside the Fire District's boundaries, unless the Fire District is prohibited by law from providing Fire Services to such areas. In the event the Fire District contracts all or part of its emergency medical services to a third-party contractor, the Fire District shall only contract with a qualified emergency medical responder. Fire District shall consult with City in awarding any such contract for emergency medical services, and shall not award any such contract to a provider to whom City reasonably objects.

6. NO EFFORT TO EXCLUDE PROPERTY FROM FIRE DISTRICT. During the term of this Agreement the City shall not seek to exclude any property from the Fire District.

7. CODE DEVELOPMENT. To assist in reaching uniformity in code interpretation and enforcement, the Fire District shall provide the City with comments during the review, development, adoption and amendment of any building, mechanical, electrical, and/or fire codes to be adopted by, and enforced within, the City. The City shall have exclusive right to make the final determination on the form and content of any such codes to be adopted or enacted by the City, except as may be provided by State statutes applicable to the City as a home-rule municipal corporation.

8. PLAN REVIEWS, PERMITS, AND INSPECTIONS. The City has developed and implemented a plan review and building inspection process for the review, approval and issuance of permits for existing and new buildings, facilities, and property within the City. As part of the City's process, the Fire District conducts plan reviews, inspections and other services related to ensuring compliance with the City Fire Code. The obligations of the Fire District and the City are set forth in the, *2017 Intergovernmental Agreement By And Between The City Of Louisville And The Louisville Fire Protection District For Fire Code Compliance Services* attached as Exhibit "B" and incorporated by reference, or any successor agreement. Issuance or withholding of any permits shall be in accordance and in compliance with City Fire Code and any other applicable City regulations or agreements.

9. LIMITATION ON ANNEXATION OR INCLUSION OF ADDITIONAL LAND. Nothing herein shall prevent the Fire District from including within its boundaries and jurisdiction land not within the boundaries of the City, and nothing herein shall prevent the City from annexing land not within the boundaries of the Fire District.

10. CODE ENFORCEMENT. The City will assist the Fire District in enforcing the City Fire Code within the City's jurisdiction. Upon request of the City, the Fire District will assist the City in enforcing the City's building, mechanical, and electrical codes, as adopted and from time to time amended by the City, within the City's jurisdiction. As provided in the Special District Act, the Fire District shall refer a City Fire Code violation or a suspected person to the City prosecutor for prosecution in the Louisville Municipal Court, or to the District Attorney for

Boulder County for prosecution in the County or District Courts. The City may also request that the Fire District prosecute an enforcement action in Boulder County District Court, utilizing the Fire District's legal counsel.

11. LONG RANGE PLANNING. In order to better perform their obligations under this Agreement, the City and the Fire District shall develop long-range strategic planning for the Fire District's provision of Fire Services within the City, including the identification of additional fire station locations. The City shall refer to the Fire District for review and comment applications for new development, which referrals shall be made in the same manner and at the same time as referrals to the City's other development referral agencies. The City shall consider the Fire District's comments regarding provision of Fire Services, potential locations for additional fire stations, and other matters, but such comments shall be non-binding and nothing herein shall require the City to impose any condition or exaction upon any development proposal. Whenever determined appropriate or possible by the City, the City will assist the Fire District in securing property that has been selected for a fire station location. The Parties will make every effort to include each other in any long-range planning sessions on topics of special concern to the Parties.

12. COOPERATIVE ARSON INVESTIGATIONS. The Parties agree to cooperate in investigating all fires of suspicious cause and origin. The Fire District shall determine the cause and origin of all fires. Immediately upon determining that a fire is of suspicious cause and origin, the Fire District shall preserve the scene and shall present the facts of its investigation to the Louisville Police Department, which shall have primary responsibility for investigation of the case.

13. DISASTER EMERGENCY SERVICES. The Fire District shall assist the City in providing for disaster preparedness. The Parties shall by separate written agreement provide for cooperation in disaster prevention, preparedness, response, and recovery, which agreement may provide fair and reasonable compensation to the City for such services, including consideration for the use of the City's facilities, equipment, and personnel.

14. FUEL SUPPLIES: BLOOD DRAWS. When mutually agreed upon between the Parties, the City may provide the Fire District access to the City's fuel supplies when they are not available to the Fire District commercially. In such event, the Fire District shall pay the City's unit price per gallon plus a reasonable processing fee, as set forth by the City. For law enforcement blood draws performed by the Fire District for the City, the City shall pay the Fire District's standard fee for blood draws, which fee shall be approved by the Parties in writing from time to time.

15. OPTICOM INSTALLATION. The City agrees to allow the Fire District to use, operate and maintain Opticom devices (owned by the Fire District) on City-owned traffic signals, as approved by the City's traffic engineer, in order to allow control of those traffic signals when

Fire District equipment is responding to an emergency. The City agrees to coordinate with the Fire District regarding the installation of new traffic signals. The City agrees to install the Opticom devices on new and existing traffic signals for the Fire District, and the Fire District will reimburse the City for its costs for the device and labor within thirty (30) days of written request. The Fire District agrees, to the extent permitted by law, to indemnify and hold harmless the City, its officers and employees from and against all liability, claims, demands and expenses, including court costs and attorney fees, on account of any injury, loss or damage, which arise out of or are in any manner connected to the Fire District's installation, maintenance, use or operation of the Opticom devices on City traffic signals. Such indemnification does not extend to any claims arising solely from the City's negligent maintenance or operation of City traffic signals.

16. HAZARDOUS MATERIALS RESPONSE SERVICES. The Fire District shall at all times during the Term of this Agreement be a contracting member of the Boulder County Hazardous Materials Response Authority, or successor entity. During the Term of this Agreement, the Fire District shall be the City's Designated Emergency Response Authority ("DERA") within the meaning of Section 29-22-102, C.R.S.

17. DUTY TO DISCLOSE. The Parties shall, no more than thirty (30) days after the execution of this Agreement, disclose to the other every mutual aid agreement to which the Party is a member. The duty to disclose is continuing in that each Party shall notify the other Party of any mutual aid agreement executed or in effect at any time during the Term of this Agreement.

18. RESERVATION OF RIGHTS. In the event the Fire District refuses to provide, or is legally prohibited from providing, Fire Services to any land within the City as of the Effective Date or any land annexed to the City in the future, the City reserves the right to provide Fire Services to that land upon 60 calendar days prior written notice to the Fire District, which right is in addition to the City's rights to enforce this Agreement.

19. TERM OF AGREEMENT.

a The initial term of this Agreement shall be five (5) years from the Effective Date ("Initial Term")

b This Agreement shall automatically renew for two (2) subsequent periods of five (5) years after the Initial Term ("Renewal Term(s)"), unless the Fire District or the City gives written notice of intent not to renew a minimum of one (1) year prior to the expiration of the Initial Term or the first Renewal Term, as applicable. The Initial Term and the Renewal Terms are collectively referred to as the "Term"

c Notwithstanding any other provision to the contrary, either Party may, for any or no reason, terminate this Agreement upon 180 calendar days prior written notice to the other Party

20. SEVERABILITY.

a If any portion of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal, or unconstitutional, such determination shall not affect the validity of the remainder of the Agreement

b If the validity, legality or constitutionality or performance of any portion of this Agreement shall be impeded or otherwise affected by any change in pertinent law or order of court, it is the desire and intent of the Parties to perform and comply with this Agreement as nearly as possible according to its spirit and expressed intent until the Parties agree to changes consistent with and in accordance with the change in law or Court order, as applicable

21. AMENDMENT. This Agreement may only be modified or amended by written agreement duly signed by both Parties Course of conduct, not matter how long, shall not constitute a modification or amendment to this Agreement

22. BINDING EFFECTS. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their successors and permitted assigns

23. NOTICES. Any notice required hereunder shall be in writing and shall be given by certified or registered mail, return receipt requested to

FIRE DISTRICT President of the Board of Directors
Louisville Fire Protection District
895 W Via Appia Way
Louisville, CO 80027

CITY City Manager
City of Louisville
749 Main St
Louisville, CO 80027

Such notice shall be deemed to have been given when deposited in the United States mail

24. ASSIGNMENT Neither Party shall assign any of the rights nor delegate any of the duties created by this Agreement without the prior written consent of the other Party

25. GOVERNING LAW, JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising under this Agreement or for the enforcement of this Agreement shall lie exclusively in the District Court for Boulder County, Colorado.

26. FUND AVAILABILITY. Financial obligations of the Parties after the fiscal year in which the Effective Date occurs are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

27. PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES. The Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of the Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. The Parties' obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Upon thirty (30) days prior written notice, either Party shall have the right to withdraw its participation from this Agreement in the event that its governing body does not appropriate, budget, or otherwise make funds available for an ensuing fiscal year during the Term of this Agreement, or in the event that any court of competent jurisdiction determines that this Agreement, or any portion thereof, is in violation of Section 20, Article X, of the Colorado Constitution. Any such termination or withdrawal shall not be considered a breach of this Agreement.

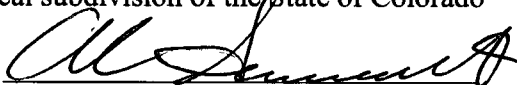
28. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other person or entity. It is the express intention of Parties that any person or entity other than the Parties shall be deemed to be an incidental beneficiary only.

29. INSURANCE. The Fire District shall procure and maintain Commercial General Liability insurance. Such insurance shall include the City, its officers and its employees, as additional insureds, as respects the Fire District's use of City facilities for Opticom devices. Neither the City nor the Fire District waives or intends to waive by any provision of this Agreement the limitations on liability or other protections which may be available to the City and Fire District, and their respective councilmembers, directors, officers, employees and volunteers under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq. as respects claims of any third parties.


30. PRIOR AGREEMENT SUPERSEDED. This Agreement supersedes the January 16, 2007 *Intergovernmental Agreement By And Between The Louisville Fire Protection District And The City Of Louisville Regarding Provision For Fire Services* between the Parties, which agreement is null and void as of the Effective Date.

IN WITNESS WHEREOF, the undersigned have set their hands as of the Effective Date

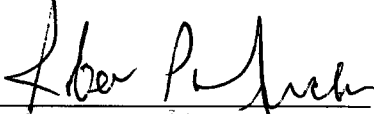
LOUISVILLE FIRE PROTECTION DISTRICT,
a political subdivision of the State of Colorado

By 
Albert C Schmidt, Board President


ATTESTED


By , Board Secretary

CITY OF LOUISVILLE

By 
Robert P Muckle, Mayor

ATTESTED

By 
Meredyth Muth, City Clerk



APPROVED AS TO FORM:

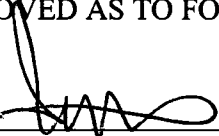
By 
Light | Kelly, P C , City Attorney

EXHIBIT "A"

LOUISVILLE FIRE PROTECTION DISTRICT MINIMUM PERFORMANCE STANDARDS

1 The Louisville Fire Protection District shall provide high quality service in the form of both personnel and equipment. All Fire District line personnel shall participate in a continual progressive training program administered to prepare individuals and crews to mitigate emergency situations in a safe and professional manner. All personnel shall maintain certifications commensurate to their work assignment.

2 The Louisville Fire Protection District shall staff fire stations and apparatus at a level capable to meet the normal fire and medical emergency demands within the Fire District coverage area.

3 An eight (8) minute average response time to the scene of an emergency by the first responding apparatus shall be established as the standard for emergency response alarms. This time objective shall exclude the dispatch time. In the event of inclement weather, system overload, disaster situation, or any valid circumstances, the response time standard shall be exempt from the established standards. The Louisville Fire Protection District agrees to take steps to improve response time throughout the term of this Agreement.

4 Louisville Fire Protection District personnel shall maintain training levels and certification commensurate to the emergency alarms they are assigned. This training level shall include, but may not be limited to, fire suppression, emergency medical care and hazardous material.

EXHIBIT "B"
**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY
OF LOUISVILLE AND THE LOUISVILLE FIRE PROTECTION DISTRICT
FOR FIRE CODE COMPLIANCE SERVICES**

1 0 PARTIES. This Intergovernmental Agreement (hereinafter "Agreement") is made and entered into and between the City of Louisville, a Colorado home rule municipal corporation, 749 Main Street, Louisville, Colorado 80027 (hereinafter referred to as "Louisville") and the Louisville Fire Protection District, 895 W Via Appia Way, Louisville, Colorado 80027 (hereinafter referred to as the "LFPD") Louisville and LFPD are collectively referred to as the "Parties" and individually as a "Party".

2 0 RECITALS.

2 1 Intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions by political subdivisions of the State of Colorado, are specifically authorized by Section 29-1-203 C.R.S.

2 2 Louisville has developed and implemented a plan review and building inspection process for the review, approval and issuance of permits for existing and new buildings, facilities, and property within Louisville As part of Louisville's process, LFPD conducts plan reviews, inspections and other services related to ensuring compliance with Louisville's fire code (hereinafter, "Fire Code Compliance Services")

2 3 It is in the best interest of the Parties for the LFPD to continue to provide Fire Code Compliance Services as part of Louisville's plan review and building inspection process for the review, approval and issuance of permits for existing and new buildings, facilities, and property within Louisville

2 4 The Parties agree to establish and implement a process for LFPD to continue providing the Fire Code Compliance Services and receiving appropriate fees for such services

2 5 Establishment of this Intergovernmental Agreement serves a public purpose and will promote the safety, security, and general welfare of the inhabitants of Louisville

3 0 TERM.

3 1 The initial term of this Agreement shall be five (5) years from the Effective Date (hereinafter "Initial Term")

3.2 This Agreement shall automatically renew for two (2) subsequent periods of five (5) years after the Initial Term (hereinafter, "Renewal Term(s)"), unless LFPD or Louisville gives written notice of intent not to renew a minimum of one (1) year prior to

the expiration of the Initial Term or the first Renewal Term, as applicable. The Initial Term and the Renewal Terms are collectively referred to as the "Term".

3.3 Notwithstanding any other provision to the contrary, either Party may, for any or no reason, terminate this Agreement upon 180 calendar days prior written notice to the other Party.

4.0 TERMS AND CONDITIONS.

4.1 It is understood and agreed that this Agreement is intended to facilitate cooperation between the Parties in the provision of the services provided herein, but does not establish a separate legal entity to do so, and, except as set forth herein, this Agreement does not authorize any Party to act for any purpose whatsoever. This Agreement shall provide only for sharing of in-kind service and costs by the Parties toward the establishment of a common mutual goal, said goal being the Fire Code Compliance Services and receiving appropriate fees for such services.

4.2 For and in consideration of the promises of the Parties as set forth herein, LFPD shall cause and permit its employees to perform the Fire Code Compliance Services as part of Louisville's plan review and building inspection process for the review, approval and issuance of permits for existing and new buildings, facilities, and property within Louisville. Louisville shall collect, on behalf of LFPD, fees for the Fire Code Compliance Services and remit such fees to LFPD as set forth in Section 4.3, at the rates set forth in the attached *Exhibit C*. LFPD may amend the rate schedule and Louisville will collect fees at any new rate schedule provided LFPD gives Louisville notice at least 60 days in advance of such amended or new rate schedule.

4.3 All fees collected by Louisville on behalf of LFPD for Fire Code Compliance Services conducted by LFPD shall be due on a twice-yearly basis, with the payment for said fees collected from January 1 through and including June 30 of each year due on or before July 31 of that year, and the payment for said fees collected from July 1 through and including December 31 of that year due on or before January 31 of the following year. All payments shall be made by City of Louisville check. Any interest that may accrue on fees collected on behalf of LFPD but not yet paid to LFPD shall belong to Louisville.

4.4 It is understood and agreed that each Party shall maintain the level of personnel and equipment necessary to meet its obligations under this Agreement.

4.5 The Parties enter into this Agreement as separate, independent governmental entities and shall maintain such status throughout the Term of this Agreement. Employees and volunteers of each Party shall remain employees and volunteers of that Party for all purposes throughout the Term of this Agreement.

4.6 Louisville shall collect fees on behalf of LFPD at the rates set forth in Section 4.2 above. Fees collected by Louisville on behalf of LFPD as described herein.

shall constitute collections for another government under Article X, Section 20 of the Colorado Constitution, and shall not constitute "fiscal year spending" of Louisville, as set forth in Article X, Section 20 of the Colorado Constitution. All fees collected by Louisville on behalf of LFPD shall be revenues of LFPD.

4.7 LFPD shall not charge Louisville any fees for standby personnel and/or apparatus, or any other fees or costs incurred by LFPD in connection with Louisville's annual July 4th fireworks display.

5.0 **DEFENSE; GOVERNMENTAL IMMUNITY.** Louisville agrees to cooperate in the defense of any legal action that may be brought contesting the validity of this Agreement or the fees for Fire Code Compliance Services. LFPD shall be responsible for defending any such claim (whether filed against Louisville, LFPD, or both), for its attorney fees, and for the payment of any final monetary judgment entered against Louisville in any such action. The Parties hereto understand and agree that Louisville and LFPD are relying on and do not waive or intend to waive by this Agreement or any provision hereof, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et seq.*, as from time to time amended, or otherwise available to either Louisville or LFPD.

6.0 **ASSIGNMENT.** This Agreement shall not be assigned by a Party without the prior written consent of the other Party.

7.0 **NOTICES.** Any notice required or permitted by this Agreement shall be in writing and shall be given by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth herein or at such address as has been previously furnished in writing to the other Party. Such notice shall be deemed to have been given when deposited in the United States mail.

8.0 **PARAGRAPH CAPTIONS.** The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

9.0 **INTEGRATION AND AMENDMENT.** This Agreement represents the entire agreement between the Parties as to the subject matter set forth herein, and there are no oral or collateral agreements or understandings as to the subject matter set forth herein. This Agreement may be amended only by an instrument in writing signed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Agreement. If any other provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

10.0 **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement shall be governed by the laws of the State of Colorado. Jurisdiction and venue for any action arising under this Agreement or for the enforcement of this Agreement shall lie exclusively in the District Court for Boulder County, Colorado.

11.0 **BINDING EFFECT.** This Agreement shall inure to the benefit of, and be binding upon, the Parties, their respective successors and permitted assigns

12.0 **WORKER'S COMPENSATION.** The Parties shall, at their own expense, keep in full force and effect during the term of this Agreement Statutory Worker's Compensation insurance or adequate self-insurance funds


13.0 **FUND AVAILABILITY.** Financial obligations of Parties after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available

14.0 **PAYMENTS TO CONSTITUTE CURRENT EXPENDITURES.** The Parties acknowledge and agree that all payment obligations under this Agreement are current expenditures of the Parties, payable in the fiscal year for which funds are appropriated for the payment thereof. The Parties' obligations under this Agreement shall be from year to year only and shall not constitute a multiple-fiscal year direct or indirect debt or other financial obligations of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Upon thirty (30) days prior written notice, either Party shall have the right to withdraw its participation from this Agreement in the event that its governing body does not appropriate, budget, or otherwise make funds available for meeting that Party's obligations for an ensuing fiscal year during the Term of this Agreement, or in the event that any court of competent jurisdiction determines that any portion of this Agreement or any extension of this Agreement, or any portion thereof, is in violation of section 20, Article X, of the Colorado Constitution. Any such withdrawal shall not be considered a breach of this Agreement or any extension thereof.

15.0 **NO THIRD PARTY BENEFICIARIES.** 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 and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

DATED this 6th day of Nov. 2017

LOUISVILLE FIRE PROTECTION DISTRICT,
a political subdivision of the State of Colorado

By 
Albert C. Schmidt, Board President

ATTESTED


By Jane Ely, Board Secretary

CITY OF LOUISVILLE

By Robert P. Muckle
Robert P Muckle, Mayor

ATTESTED

By Meredyth Muth
Meredyth Muth, City Clerk



APPROVED AS TO FORM.

By Light Kelly
Light Kelly, P.C., City Attorney

EXHIBIT C
Fee Schedule



Louisville Fire Protection District Life Safety Division

895 W Via Appia, Louisville, Colorado 80027
Phone 303-666-8809 Fax 303-666-7659

Plan Review/ Inspection/ Permit Fee Schedule

PERMIT NO _____ DATE ISSUED _____
 ADDRESS _____ OWNER _____
 PERMIT APPLICANT _____ CONST _____
 OCCUPANCY _____ SQ.FT _____ TOTAL COST _____

X	TYPE OF PERMIT	PERMIT FEE (COMBINED PLAN REVIEW/INSPECTION)	SQUARE FOOTAGE OF PROJECT	DESCRIPTION
	TENANT FINISH OR IMPROVEMENT	\$475	1-15,000 sq ft	This fee is required to obtain a construction permit to modify, change, or alter the interior of any building other than single or two-family residences
		\$800	Over 15,000 sq ft	
	NEW BUILDING CORE & SHELL OR BUILDING ADDITION	\$1,200	1-15,000 sq ft	This fee is required to obtain a construction permit to construct or add to the total area of any building other than single-family or two-family residences
		\$2,000	15,001-100,000 sq ft	
		\$6,000	100,001-150,000 sq ft	
		\$3,000	Over 150,001 sq ft	
	NEW PARKING STRUCTURE	1/3 of New Building Fee	N/A	New parking built as part of new building complex
		1/2 of New Building Fee	N/A	New parking structure built separately
	DEMOLITION	\$125	N/A	This fee is required to obtain a construction permit to conduct demolition operations
	FIRE PROTECTION UNDERGROUND FIRE LINE	\$250		This fee is required to obtain a construction permit to extend, modify, or alter an underground fire service main (underground fire lines)
	AUTOMATIC SPRINKLER SYSTEM 13,13R & 2001	\$250		This fee is required to obtain a construction permit to install a new automatic sprinkler system in a multi-family residence, hotel, business or commercial facility
	AUTOMATIC SPRINKLER SYSTEM 13D	\$250		This fee is required to obtain a construction permit to install a new automatic sprinkler system in single-family detached housing
	AUTOMATIC SPRINKLER SYSTEM MODIFICATION	\$170		This fee is required to obtain a construction permit to extend, modify, or alter an existing automatic sprinkler system
	FIRE PUMP	\$125		This fee is required to obtain a construction permit to install a fire pump
	STANDPIPE	\$170		This fee is required to obtain a construction permit to install a standpipe system
	FIRE ALARM SYSTEM NEW	\$250		This fee is required to obtain a construction permit to install a new fire alarm system or replace an existing one
	FIRE ALARM SYSTEM MODIFICATION	\$170		This fee is required to obtain a construction permit for extensions, modifications, or alterations of a fire alarm system
	EXIT/ ACCESS CONTROL SYSTEMS	\$100		This fee is required to obtain a construction permit to install or modify an access control system in all commercial occupancies
	HOOD & DUCT FIRE PROTECTION SYSTEM	\$250		This fee is required to obtain a construction permit to install hood and duct fire protection system

X	TYPE OF PERMIT	PERMIT FEE (COMBINED PLAN REVIEW/INSPECTION)	DESCRIPTION
	FIRE HYDRANT	\$ 75	This fee is assessed to review, approve, and sign plans showing the location of fire hydrants
	WATER TANKS FOR FIRE PROTECTION	\$250	This fee is required to obtain a construction permit to install tanks that are required by the fire code to hold the fire fighting water supply
	VEHICLE ACCESS GATES	\$125	This fee is required to obtain a construction permit to install vehicle access gates across fire department access roads
	HAZARDOUS MATERIAL	\$325	This fee is required to obtain a construction permit to install, repair damage to, abandon, remove, place temporarily out of service, close, or substantially modify a storage facility, or other area regulated by the fire code when the hazardous materials use or storage exceeds the amounts listed (See exceptions in the code)
	AST OR UST REMOVAL	\$325	This fee is required to obtain a construction permit to install, remove, abandon, place temporarily out of service, or otherwise dispose of a flammable or combustible liquid tank
	AST OR UST PERMANENT INSTALLATION	\$325	This fee is required to obtain a construction permit to install, construct, or alter tanks or equipment used for storage of flammable or combustible liquids that are part of a motor vehicle fuel dispensing facility
	BULK FUEL TANK INSTALLATION	\$325	This fee is required to obtain a construction permit to install, construct, or alter tank or equipment used for the storage of flammable or combustible liquids
	FUEL DISPENSERS	\$170	This fee is required to obtain a construction permit to install or modify fuel dispensers
	BATTERY SYSTEM UPS	\$170	This fee is required to obtain a construction permit for stationary lead-acid battery system having a liquid capacity of more than 100 gallons
	COMPRESSED GAS SYSTEMS	\$170	This fee is required to obtain a construction permit to install, repair damage to, abandon, remove, place temporarily out of service, close, or substantially modify a compressed gas system
	LPG INSTALLATION PERMANENT OR TEMPORARY	\$170	This fee is required to obtain a permit to install LP gas system or containers permanently, or for a period of less than six months
	MEDICAL GAS SYSTEM	\$170	This fee is required to obtain a construction permit to install a nitrous oxide and/or oxygen medical gas system
	REFRIGERATION EQUIPMENT	\$170	This fee is required to obtain a construction permit to install a refrigeration system regulated by the fire code
	SPRAY BOOTHS, SPRAY ROOMS OR MIXING ROOMS	\$170	This fee is required to obtain a construction permit to install booths or equipment, or construct rooms used for mixing, spraying dipping or drying of flammable or combustible liquids
	TEMPORARY ACCESS ROAD AGREEMENT	\$ 20 - 30 days \$100 - 60 days \$170 - 90 days	This fee is required to obtain a construction permit to install a temporary access road in compliance with fire department standards for a specific time period
	RE-INSPECTION FEE	\$ 100	This fee shall be assessed for each re-inspection when an inspection is called and is not complete when the inspector arrives, corrections called out on a previous inspection are not made, the contractor does not have the permit card, or, the plans are not available for inspector
	AFTER HOURS INSPECTION	\$ 125	This fee shall be assessed whenever, at the request of a contractor or building owner, the fire department performs an inspection before or after normal business hours of 08 00 and 16 00, Monday - Friday, or anytime on weekends
	REMOVAL OF STOP WORK ORDER	\$100 for 1 st offense, double the previous fee thereafter	This fee shall be assessed to remove a "Stop Work Order" issued by the fire department
	WORK WITHOUT A PERMIT OR APPROVAL	All fees doubled	This fee is assessed whenever any work that requires a permit by the fire department has begun prior to obtaining a permit
	ADDITIONAL PLAN REVIEW	\$ 100	This fee shall be paid for the review of plans when changes are made to the plans that have been previously approved.
	MISCELLANEOUS INSPECTION FEE	\$ 100	This fee is assessed when there is no other applicable fee indicated
	RE-ISSUE PERMIT CARD OR PLAN REVIEW	\$ 75	This fee is assessed to re-issue a permit card or plan review document
	MECHANICAL HOOD	\$250	This fee is required to obtain a construction permit to install a mechanical hood