

RESOLUTION NO. 2020-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO,
APPROVING THE INTERGOVERNMENTAL AGREEMENT REGARDING AREAS OF
MUTUAL COOPERATION WITH THE GREATER BRIGHTON FIRE PROTECTION
DISTRICT

WHEREAS, Brighton and the Greater Brighton Fire Protection District (DBA as the Brighton Fire Rescue District) are parties to an Intergovernmental Agreement (IGA) dated April 7, 2009 that was intended to address areas of mutual cooperation between the two Parties; and

WHEREAS, the 2009 IGA has expired and it is in the best interests of both Parties to approve a new IGA to continue the mutual cooperation between the two Parties; and

WHEREAS, the City Council of the City of Brighton, Colorado, has reviewed the IGA and has determined that the terms of said IGA are reasonable and that it is in the best interest of the citizens of the City of Brighton to approve the Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRIGHTON, COLORADO, AS FOLLOWS:

Section 1. The IGA between the City of Brighton and Greater Brighton Fire Protection District, attached hereto as EXHIBIT A, is hereby approved.

Section 2. The Mayor is authorized to execute said IGA on behalf of the City and to undertake such task and execute such documents as may be required to implement said IGA on behalf of the City.

RESOLVED, this 2nd day of February, 2021.

CITY OF BRIGHTON, COLORADO

GREGORY MILLS, Mayor

ATTEST:

NATALIE HOEL, City Clerk

APPROVED AS TO FORM:

LENA McCLELLAND, Acting City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT

[Agreement begins on the next page]

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF BRIGHTON, COLORADO AND THE
GREATER BRIGHTON FIRE PROTECTION DISTRICT

THIS INTERGOVERNMENTAL AGREEMENT ("IGA") is made and entered into this 2nd day of FEBRUARY, 2021 by and between the CITY OF BRIGHTON, COLORADO, a home rule municipality, 500 South 4th Avenue, Brighton, Colorado 80601 (hereinafter the "City") and the GREATER BRIGHTON FIRE PROTECTION DISTRICT, a special district organized and existing pursuant to §32-1-101, C.R.S., et seq. (hereinafter the "Special District Act"), 500 South 4th Avenue, 3rd Floor, Brighton, Colorado 80601 (hereinafter the "Fire District").

RECITALS:

WHEREAS, the City is a home rule municipality, empowered by the Constitution and laws of the State and its Charter to provide for the general health, safety and welfare of its inhabitants; and

WHEREAS, pursuant to Sections 31-15-601 and 31-30-101, C.R.S. *et seq.*, the City is granted various powers regarding building and fire regulations; and

WHEREAS, Section 5.12 of the City of Brighton Charter empowers the City Council to adopt, by ordinance, any code by reference; and

WHEREAS, Chapter 15 of the Brighton Municipal Code adopts specific codes relating to building and construction; in particular, Article 15-20 of the Brighton Municipal Code adopts the International Fire Code and Article 15-4 adopts the International Building Code; and

WHEREAS, the Fire District was duly established and the territory and property within the Fire District was defined by Order of the District Court for Adams County on or about April 8, 1981; and

WHEREAS, the Fire District was duly organized pursuant to the Special District Act and is subject to the provisions thereof; and

WHEREAS, in addition to the general powers provided in the Special District Act, the Fire District has such powers and duties as set forth in Section 32-1-1002 C.R.S.; and

WHEREAS, the current boundaries of the Fire District are set forth in the map attached hereto as Exhibit "A" and incorporated herein by this reference; and

WHEREAS, all of the lands located within the corporate limits of the City are located within the Fire District; and

WHEREAS, pursuant to the Special District Act and those special provisions delineated in Section 32-1-1002 C.R.S., the Fire District is empowered to provide Fire and Emergency Medical Services to the City; and

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

WHEREAS, pursuant to Article 15-20 of the Brighton Municipal Code, the City has authorized the Fire District to cooperatively administer and enforce the Fire Code as adopted by the City in those areas located within the corporate limits of the City; and

WHEREAS, the Fire District has the authority to administer and enforce the Fire Code adopted by the Fire District and/or the Counties in which it is located, with respect to areas located within the boundaries of the Fire District but outside the corporate limits of the City; and

WHEREAS, the City has annexed and reasonably believes that in the future it may annex land currently located outside the boundaries of the Fire District, and the City desires that the Fire District provide Fire and Emergency Medical Services to all areas located within the corporate limits of the City, consistent with the terms and provisions of this IGA; and

WHEREAS, the City is committed to assuring that all of its residents are provided with the highest quality of Fire and Emergency Medical Services, and the Fire District is committed to providing high quality Fire and Emergency Medical Services to all areas located within the corporate limits of the City; and

WHEREAS, in recognition of recent events of terror in the United States, the City is committed to the provision of emergency services to its residents through the implementation of an Emergency Preparedness Plan, and expects and welcomes the participation of the Fire District in the implementation and execution of that Plan; and

WHEREAS, the area within the City currently constitutes slightly over 10% of the area protected by the Fire District; however, the City's citizens comprise a sizable concentration of the population served by the District. In order to provide high quality Fire and Emergency Medical Services to the City's citizens, the Fire District must locate an adequate number of fire stations and related facilities within the City, with adequate staffing and equipment, established levels of service and rapid response times, and in locations in close proximity to areas with concentrated population levels; and

WHEREAS, the City and the Fire District had previously executed an IGA in which the term has expired and therefore wish to execute a new IGA; and

WHEREAS, the City and Fire District wish to set forth in writing their understandings and agreements in regard to the cooperative efforts by and between the City and Fire District for the provision of high-quality Fire and Emergency Medical Services for the residents of the City.

NOW, THEREFORE, in consideration of the recitals set forth above, the agreements, promises, and covenants set forth herein, together with other good and sufficient consideration, the City and the Fire District agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms are defined as follows:
 - a. "Fire and Emergency Medical 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, rescue, hazardous materials, emergency medical response and transport services, and enforcement and administration of the Fire Code as adopted by the City, as well as any other fire or safety codes, policies, ordinances and standards necessary to interpret or enforce the Fire Code adopted by the City, or which have been or may be adopted by the City. The City acknowledges and understands that some of the Fire and Emergency Medical Services may be provided by a third-party through a contract with the Fire District, in its sole discretion, as may be required from time to time.

- b. "Fire Code" refers to the existing version of the International Fire Code, together with any modifications or amendments thereof and successor codes, if any, as adopted by the City.
2. **Existing Fire Stations.** The Fire District currently operates two fire stations within the corporate limits of the City (Station #51 on 425 South Main Street, and Station #52 at 140 S. 40th Avenue). The Fire District agrees to confer with the City prior to taking action to relocate any of these stations, and shall only do so if it deems such action necessary to meet the service levels within the corporate limits of the City established by this Agreement, and the Fire District's Fire Service obligations to all of the citizens and property within its jurisdiction. Notwithstanding anything to the contrary, at all times this Agreement is in effect, the Fire District shall maintain at least two (2) fully operational fire stations within the corporate limits of the City.
3. **Future Fire Stations.** The Fire District agrees that the location of all future fire stations with responsibility for providing Fire Services to and for the City shall be subject to review and comment by the City, taking into consideration such factors as population centers, access and levels of service. The Fire District shall provide to the City all information and documentation regarding the location of potential and probable fire stations with responsibility for providing Fire and Emergency Medical Services to and for the City together with applicable construction schedules. In consideration of the City's participation in the process for locating future fire stations within its boundaries, and recognizing that the City does not have authority to require land dedication for Fire District facilities as a condition of development approval, the City shall use its best efforts to facilitate the obtaining of suitable land by the Fire District for construction of future fire stations within the corporate limits of the City.
4. **Emergency Preparedness.** The City and Fire District acknowledge and agree that a comprehensive "Emergency Preparedness Plan" is essential not only for the protection of the health, safety, and welfare of the City's citizens, but also for the areas served by the Fire District that lie outside the corporate limits of the City, and that one Emergency Preparedness Plan should be maintained through the joint efforts and contributions of the City and the Fire District to assure centralized organization and elimination of duplication of services to the areas served by these parties. To that end, the City and the District have worked together to develop an Emergency Preparedness Plan, and agree to continue working together to develop uniform goals and objectives for continued implementation of that plan. The City and the Fire District will coordinate with any other local entities as necessary and appropriate as part of their development and implementation of that plan. The City and the Fire District shall cooperate in the application for grant money for the Emergency Preparedness Plan, and to coordinate training and educational programs for its implementation. The City and Fire District agree that all costs associated with the implementation and maintenance of the Emergency Preparedness Plan shall be shared equally between the City and Fire District, and agree to establish a budget and cost sharing allocation for the Emergency Preparedness Plan annually. In furtherance of these goals, the City agrees to retain an Emergency Manager, who shall also provide services to the Fire District. The Fire District agrees to reimburse the City for one-half of the Emergency Manager's compensation, subject to prior approval by the Fire District and input as to the hiring of any such Emergency Manager.

5. **Enforcement of the Fire Code.** The City and Fire District acknowledge and agree that the City is empowered to enact and adopt a Fire Code, and to amend the Fire Code, as it deems necessary for the protection of the health, safety and welfare of its citizens. The Fire District agrees to enforce the Fire Code as adopted by the City, including any amendments thereto. The City shall include the Fire District in the adoption process, as well as any amendments to the Fire Code. The Fire District shall have no authority for enforcement of any other Codes of the City unless directly related to enforcement of the Fire Code. In the event a question or dispute arises as to the proper interpretation of the Fire Code, the Fire Chief and the City's Chief Building Official shall meet as soon as possible to resolve the question or dispute. Resolution should be based on providing the highest level of fire and life safety as possible. As provided in the Special District Act, the Fire District shall refer a Fire Code violation or a suspected arson to the City Attorney for prosecution in the Brighton Municipal Court, or to the District Attorney for prosecution in the appropriate District Court. The City will assist the Fire District in enforcing the Fire Code as adopted by the City within the City's jurisdiction. The City also may request that the Fire District bring a civil action to enforce the Fire Code, utilizing the Fire District's legal counsel.
6. **Standards of Coverage.** The area within the corporate limits of the City currently constitutes slightly over 10% of the area protected by the Fire District; however, the City's citizens comprise a sizable concentration of the population served by the Fire District. In order to provide high quality Fire and Emergency Medical Services to the City's citizens, the Fire District must locate an adequate number of fire stations and related facilities within the City, with adequate staffing and equipment, established levels of service and rapid response times, and in locations in close proximity to areas with concentrated population levels. To that end, the Fire District agrees to maintain its average travel times within the Fire District's adopted "Standard of Coverage". The Fire District agrees to provide the City with the Fire District's current "Standard of Coverage", and to provide the City with the opportunity to comment upon any proposed change to the "Standard of Coverage" within the City's boundaries. The Fire District shall provide the City with annual reports of the Fire District's compliance with its "Standard of Coverage", as agreed between the Fire Chief and the City Manager.
7. **Plan Reviews, Permits and Inspections.**
 - a. In order to ensure that all existing and new buildings, facilities and property within the City are constructed, developed and maintained in accordance with the Fire Code as adopted by the City, the Fire District is encouraged and invited to participate in the City's established Development Review Committee and to provide timely comments on pending applications before the City's Community Development Department. The City also welcomes the Fire District's input and comment on amendments or modifications to its standards or specifications.
 - b. In addition, the City and Fire District shall develop and implement a plan review and inspection process for all applications for modification to or renovation of existing properties, facilities or buildings, and any new construction or development, which includes review by the Fire District under the Fire Code as adopted by the City. The Fire District may impose reasonable fees and charges for plan review, inspection and permits associated with the Fire Code provisions as authorized by the Special District Act, which fees shall be collected by the Fire District, and must be reasonably related to the actual costs incurred for

such services. The City shall have no obligation for the assessment or collection of Fire District fees, unless otherwise approved by a separate written agreement. The Fire District will conduct the plan review and inspections in coordination with the City in order to meet the development schedule approved by the City. In particular, the Fire District agrees to meet all applicable schedules and deadlines established by the City for its review of commercial and industrial developments in order to timely satisfy the "fast track" procedures established by the City for these reviews and approvals. The Fire District shall take all actions necessary to assure its compliance with all applicable schedules and deadlines to satisfy the "fast track" procedures established by the City, including but not limited to hiring additional personnel, consultants or independent contractors on a temporary basis or otherwise.

- c. The City and Fire District agree that neither Party will assess fees against the other Party for any inspection-related services, plan review or building permit fees in connection with buildings, structures or real property owned or operated by either Party and used for governmental purposes.

8. Annexation and Inclusion of Land.

- a. As part of any annexation agreement entered into during the term of this IGA, the City shall require the landowner to petition for inclusion into the Fire District within 90 days of the City's adoption of an ordinance annexing the property. The Fire District shall assist the property owner in taking all actions necessary to immediately include the annexed land within the boundaries of the Fire District. The costs associated with including the annexed land shall be borne by the property owner. The City shall cooperate with the property owner and the Fire District in the inclusion of the annexed land into the Fire District.
- b. The Fire District may include within its jurisdiction land not within the corporate limits of the City and the City may annex land not within the boundaries of the Fire District; provided, however, that each party shall first satisfy itself that the intent set forth herein is not breached or compromised and that each has fully complied with the terms and intent of this IGA prior to proceeding with any annexation or inclusion.
- c. Under no circumstances shall the City be responsible for paying any of the costs incurred by the Fire District pursuant to this Paragraph 8.

- 9. **New Development.** The City understands that its decisions relating to new development within the City's corporate limits may have an impact on the Fire District and the Fire District's ability to provide appropriate coverage for such new development. Accordingly, as part of the City's approval process for such new development but not a condition thereof, the City and Fire District agree to work cooperatively with any such developer as part of the Development Review Committee process referenced in Paragraph 7(a) above, to discuss how the Fire District can best meet the increased demand created by such new development, if any. The coordination of any appropriate service agreement(s) between the Fire District and any developer, as contemplated in Paragraph 11 below, shall be the Fire District's responsibility.

- 10. **No Effort to Exclude Property from the Fire District.** The City agrees that, as an incentive for the Fire District to incur financial obligations and changes in its stations, equipment and personnel necessary to provide the requisite high quality of Fire Services within the existing

and future corporate limits of the City, the City shall not seek to exclude any property from the Fire District during the term of this IGA.

11. **Provision of Fire Services Outside Fire District Boundaries.** In the event that the Fire District is required to provide Fire Services to areas within the corporate limits of the City that are not within the Fire District's jurisdiction, such Fire Services shall be provided pursuant to a written agreement between the Fire District and the subject landowner(s) which agreement shall provide for fair and reasonable compensation to the Fire District for the Fire and Emergency Medical Services, including consideration for the use of the Fire District's facilities, equipment and personnel. The Fire District agrees to use its best efforts to include said lands within the Fire District within a reasonable time.
12. **Term and Extension of IGA.**
 - a. The term of this IGA shall be ten (10) years.
 - b. Prior to the end or the term of this IGA, either party may give written notice to the other of its desire to renew for an additional ten (10) year term. Upon the written consent of the applicable party, the IGA shall be renewed for an additional ten (10) year term and the parties shall execute an addendum hereto setting forth their agreement in regard to the renewal. Absent written consent for renewal and execution of the applicable addendum, this IGA shall terminate at the end of the initial ten (10) year term.
13. **Communication and Cooperation.** The City and Fire District acknowledge and agree that regular communication and continued cooperation are vital to the successful provision of high-quality Fire and Emergency Medical Services to the City's residents. To that end, the City and Fire District agree to schedule a regular meeting of the City Council and Fire District Board at least every twelve (12) months during the term of this IGA.
14. **Severability.**
 - a. If any portion of this IGA 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 IGA.
 - b. If the validity, legality or constitutionality or performance of any portion of this IGA 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 IGA as nearly as possible according to the 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.
15. **Amendment.** This IGA may only be modified or amended by written agreement duly signed by both parties.
16. **Binding Effect.** This IGA shall be binding upon and shall inure to the benefit of the parties, their successors and assigns.

IN WITNESS WHEREOF, the undersigned have set their hands effective the day and year first above written.

Dated: _____, 2021

CITY OF BRIGHTON, COLORADO

By: _____

ATTEST:

APPROVED AS TO FORM:

Dated: _____, 2021

GREATER BRIGHTON FIRE
PROTECTION DISTRICT

By: _____

ATTEST:

APPROVED AS TO FORM:

Exhibit A
Fire District Boundary Map

