

BOCC



Department of Public Works  
Engineering, Highway Division, & Fleet Services  
O: 719-520-6460  
F: 719-520-6879  
3275 Akers Drive  
Colorado Springs, CO 80922

Board of County Commissioners  
Holly Williams, District 1  
Mark Waller, District 2  
Stan VanderWerf, District 3  
Longinos Gonzalez, Jr., District 4  
Cami Bremer, District 5

**INTERGOVERNMENTAL AGREEMENT**

**Between**

**El Paso County, by and through the Board of County Commissioners of El Paso County,  
Colorado and Peyton Fire Protection District**

This Intergovernmental Agreement ("IGA") is executed this 28<sup>th</sup> day of July, 2020, by and between El Paso County, by and through the Board of County Commissioners of El Paso County, Colorado ("THE COUNTY"), a political subdivision of the State of Colorado, acting through the El Paso County Fleet Management Division ("FLEET MANAGEMENT"), whose address is 3275 Akers Drive, Colorado Springs, Colorado, 80922 and Peyton Fire Protection District, a quasi-municipal corporation and political subdivision of the State of Colorado whose address is 13665 Railroad Street, Peyton, Colorado, 80831 ("PEYTON FIRE"). THE COUNTY and PEYTON FIRE may be collectively referred to as the "Parties".

WHEREAS, the Parties have authority to enter into this IGA pursuant to C.R.S. §. 29-1-203, which authorizes governments to cooperate or contract with one another to provide any function, service or facility lawfully authorized to each of the cooperating or contracting governmental units; and

WHEREAS, FLEET MANAGEMENT provides fleet management services, including parts, labor and fuel for El Paso County; and

WHEREAS, PEYTON FIRE has identified a need for diesel fuel and gasoline for its fire fighting vehicles and equipment throughout the fiscal year; and

WHEREAS, PEYTON FIRE believe they will use up to approximately 750 gallons of diesel a month and up to 400 gallons of gasoline a month; and

WHEREAS, THE COUNTY agrees to provide diesel fuel and gasoline support to PEYTON FIRE; and

WHEREAS, THE COUNTY has the capacity to store and supply the fuel support to PEYTON FIRE; and

WHEREAS, THE COUNTY will not be incurring any additional costs, other than the cost of the diesel fuel and gasoline, to provide this service to PEYTON FIRE; and

WHEREAS, PEYTON FIRE agrees to pay for the diesel fuel and gasoline dispensed and any operational costs incurred, if any exist; and

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WHEREAS, PEYTON FIRE agrees to report and clean up any and all fuel spills caused by PEYTON FIRE operators; and

NOW, THEREFORE, the Parties understand and agree as follows:

1. The purpose of the IGA is to outline certain understandings between the two Parties regarding the provision of fuel support to PEYTON FIRE, which will be voluntary, and nothing in the IGA shall be construed to obligate THE COUNTY to provide said fuel to PEYTON FIRE.
2. THE COUNTY will provide to PEYTON FIRE diesel fuel in an amount not to exceed 750 gallons of diesel a month and gasoline in an amount not to exceed 400 gallons of gasoline a month.
3. THE COUNTY through FLEET MANAGEMENT will be the sole supplier of fuels for PEYTON FIRE, unless additional fuels are needed. If PEYTON FIRE needs additional fuel and THE COUNTY cannot support the additional fuel requests, then PEYTON FIRE will purchase the additional amounts on their own through their normal fuel purchase procedures.
4. THE COUNTY through FLEET MANAGEMENT will submit a monthly invoice to PEYTON FIRE for diesel and gasoline at the actual cost FLEET MANAGEMENT pays on a per gallon basis and PEYTON FIRE hereby agrees to pay for diesel fuel and gasoline at that rate.
5. PEYTON FIRE shall pay the invoice within the timeframe and in the manner required by THE COUNTY as noted in the invoice.
6. PEYTON FIRE shall be responsible for any operational costs incurred, including but not limited to, spill cleanup and any enforcement action(s) by Colorado Public Health and Environment and/or the U. S. Environmental Protection Agency related to any spills, and damage to THE COUNTY fuel pumps and/or property by PEYTON FIRE.
7. THE COUNTY will submit a monthly invoice for any additional operational costs, if any, incurred by THE COUNTY that are caused by PEYTON FIRE as noted above.
8. PEYTON FIRE shall pay the invoice for any operational costs incurred within the timeframe and in the manner required by THE COUNTY as noted in the invoice.
9. THE COUNTY through FLEET MANAGEMENT will provide winter blend diesel during the winter season. The winter season is from October 1st through April 30th.
10. The blending ratio for winter blend diesel fuel is 1 gallon of additive to 750 gallons of diesel, which provides a freeze protection up to 18 degrees below zero. Gasoline provided by THE COUNTY through FLEET MANAGEMENT will be 85 Octane rating.
11. PEYTON FIRE certifies that the purchased fuel from THE COUNTY will be used for the exclusive use of PEYTON FIRE and PEYTON FIRE will not resell the fuel to any person or entity.
12. PEYTON FIRE will receive fuels required from THE COUNTY Calhan Maintenance Facility located at 1010 Golden Street, Calhan, Colorado 80808.

13. PEYTON FIRE will access the Calhan Maintenance Facility through the North Gate and ensure gate is secured if used after 5:00 PM.

14. THE COUNTY and PEYTON FIRE each agree to:

a. THE COUNTY will provide to PEYTON FIRE the name and contact information for the County Fleet Manager and Calhan Fleet Foreman within 5 days of signing this IGA.

b. PEYTON FIRE will provide to THE COUNTY the name and contact information for the PEYTON FIRE Chief within 5 days of signing this IGA.

c. The Parties agree to meet semiannually for the first year to review procedures at a mutually agreeable time. The Parties, upon mutual agreement, can agree to meet on an as needed basis after the first six months.

d. PEYTON FIRE will, within 1 hour of discovery of a spill event, inform the County Fleet Manager of any diesel fuel or gasoline spills of 1 gallon or more at County property.

e. PEYTON FIRE will be responsible to clean up all fuel spills within 1 hour of the spill.

f. If PEYTON FIRE does not clean up the fuel spills, it will be invoiced for the actual costs incurred by THE COUNTY to clean up the fuel spills. PEYTON FIRE shall pay the invoice within the timeframe and in the manner required by THE COUNTY as noted in the invoice.

g. The Parties agree THE COUNTY will maintain sufficient records to meet auditing requirements to show that there were no sales to any purchaser other than another state/local government (including NO federal agency nor tribal government) and PEYTON FIRE will maintain records to show that it legitimately purchased no-tax-paid taxable fuels from specific other state/local governments (THE COUNTY).

h. THE COUNTY through FLEET MANAGEMENT will make available, upon request by PEYTON FIRE, records showing price per gallon for fuels based on spot market cost.

15. If any provision of this IGA or the application thereof to any Party is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provisions or applications of this IGA which can be given effect without the invalid provision or application.

16. This IGA may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same IGA.

17. This IGA is subject to and shall be interpreted under the laws of the State of Colorado and applicable federal law. Court jurisdiction and venue shall be exclusively in the District Court for El Paso County, Colorado.

18. This IGA is intended as the complete integration of the understanding between the two Parties and constitutes the entire agreement between the Parties. All other

representation or statements previously made, whether verbal or written, are merged herein.

19. This IGA is binding upon the Parties hereto and upon their respective legal representatives, successors, and assigns.

20. Any amendment, termination, deletion, addition to, or modification of this IGA must be agreed to in writing and acknowledged by all of the Parties to this IGA.

21. The undersigned hereby acknowledge and represent that they have legal authority to bind their respective Party to this IGA.

22. The Parties hereby agree that if any dispute cannot be resolved by mutual agreement of the Parties, such dispute may be resolved at law or in equity.

23. This IGA will be effective as of July 28, 2020 and shall continue in effect through July 28, 2021, unless terminated sooner. Either Party may terminate this IGA upon thirty (30) days advance written notice to the other Party.

24. This IGA is not intended, and shall not be interpreted, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their respective employees, officers and volunteers under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

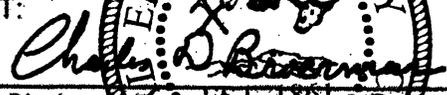
IN WITNESS WHEREOF, the Parties have executed this Intergovernmental Agreement on this 28<sup>th</sup> day of July 2020.

**Board of County Commissioners  
of El Paso County, Colorado:**

  
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Mark Waller, Chair

Date: 7/28/20

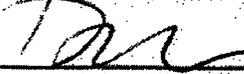
ATTEST:

  
\_\_\_\_\_  
County Clerk and Recorder

Approve as to form:

  
\_\_\_\_\_  
County Attorney's Office

**Peyton Fire Protection District:**

  
\_\_\_\_\_  
Chairman to the Board *David Rolcan*

Date: 7/7/2020

ATTEST:

Ames L Turner  
PEYTON FIRE Protection District Board Clerk

Approve as to form:

Mark Brandy  
PEYTON FIRE Protection District Attorney

Fairfield and Woods, P.C.  
IGA re: Fuel w/ El Paso County  
July, 2020