



**CLEAR CREEK FIRE AUTHORITY
2024 AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Parties hereto are empowered under §§ 18(2)(a) and (b) of Article XIV of the Colorado Constitution, and C.R.S. § 29-1-203.5, to enter into intergovernmental agreements to provide public improvements, functions, services, or facilities and to create separate legal entities that are political subdivisions and public corporations of the state that are separate from the parties to intergovernmental agreement, by which governmental services may be provided; and

WHEREAS, the towns of Silver Plume, Empire and Georgetown and the City of Idaho Springs are Colorado municipalities; and

WHEREAS, the County of Clear Creek has established the Clear Creek County Emergency Services General Improvement District; and

WHEREAS, all Parties to this agreement have an interest in providing the highest and best level of fire protection and emergency services possible within the limits of their financial resources; and

WHEREAS, the Parties believe that combining and coordinating their resources through the formation of a regional fire authority will result in the delivery of greater fire protection and emergency services throughout the territory of their respective jurisdictions; and

WHEREAS, the Parties originally entered into the Clear Creek Fire Authority Intergovernmental Agreement establishing the Clear Creek Fire Authority in 1998; renewed and amended the agreement in 2003 ("2003 Agreement") and again in 2007 ("2007 Agreement"); amended and restated the 2007 Agreement in 2008 and amended that in 2011 (as so amended, "2008 Agreement"); amended and restated the 2008 Agreement with the Clear Creek Fire Authority 2012 Amended and Restated Intergovernmental Agreement (the "2012 Agreement"); amended and restated the 2012 Agreement with the 2022 Amended and Restated Intergovernmental Agreement ("2022 Agreement"); and, now, desires to amend and restate the 2022 Agreement to continue the Authority as provided herein, it being the express intention of the Parties that the Clear Creek Fire Authority, once established in 1998 and existing as a particular entity since that date and shall continue as such pursuant to the terms hereof; and

WHEREAS, the Parties jointly agree that this intergovernmental agreement will serve the health, safety and welfare of all citizens within their jurisdictions.

NOW, THEREFORE, the Parties hereto agree that the 2022 Agreement is hereby



amended and restated as set forth herein, effective as of December 31, 2024, upon its execution by all of the Parties to the 2022 Agreement, and that the "Agreement" referred to herein shall mean and refer to this Clear Creek Fire Authority 2024 Amended and Restated Intergovernmental Agreement.

PARTIES

1. The Parties to this Agreement are: the Clear Creek County Emergency Services General Improvement District ("ESD"), the Town of Georgetown, the Town of Silver Plume, the Town of Empire and the City of Idaho Springs (hereinafter and together the "Parties" or when referred to individually and generally, a "Party").

PURPOSE

2. The purpose of this Agreement is to maximize public firefighting capabilities and the delivery of emergency services by combining and coordinating the resources and expertise of the respective Parties under the auspices of a single regional firefighting and emergency services authority, the Clear Creek Fire Authority (the "CCFA" or "Authority").

CONTINUATION OF THE CLEAR CREEK FIRE AUTHORITY

3. The Parties hereby confirm the continuation of the CCFA, which is a separate legal entity that is a political subdivision and public corporation of the state, separate from the Parties, formed in conformity with the provisions of C.R.S. § 29-1-203.5. All equipment, systems and assets, including financial assets, and obligations of the Authority as of the date of this Agreement, shall continue to be assets and obligations of the Authority, subject to the terms of the Agreement.

POWERS OF THE CLEAR CREEK FIRE AUTHORITY

4. Except as specifically provided for in this Agreement, the CCFA shall have and may exercise all those powers and functions as vested in statutory fire protection districts pursuant to C.R.S. §§ 32-1-1001 and 32-1-1002, and those authorized pursuant to C.R.S. § 29-1-203.5(3), as may be amended from time to time; and except that, as provided by C.R.S. § 29-1-203.5(2)(b), the CCFA shall have no direct authority or power to levy and/or collect taxes of any kind, call or conduct public elections, or exercise the power of eminent domain.

DUTIES OF THE CLEAR CREEK FIRE AUTHORITY

5. The duties of the Authority shall include, but not be limited to, the following:



5-1. The Authority shall maintain adequate workers' compensation and errors and omissions insurance for its officers, employees and volunteers, and such other insurance as the Authority may deem appropriate. General liability insurance shall at all times be maintained in amounts not less than those monetary limits as set forth in C.R.S. § 24-10-114, of the Colorado Governmental Immunity Act.

5-2. The Authority shall maintain adequate broad coverage insurance on all equipment and property, real or personal, in its ownership, possession and/or control.

5-3. The Authority shall enforce such fire safety codes as deemed appropriate for the Authority's service area and implement and maintain a program of fire safety inspections to be conducted by qualified personnel. Each Party, after consultation with the Authority, may amend its adopted fire code to meet its individual circumstances, subject to the Authority's acceptance of performing its services pursuant thereto, to be determined based on the Authority's resources.

5-4. The Authority shall timely prepare annual budgets for review and funding by the Parties and shall otherwise comply with the Local Government Budget Law of Colorado, C.R.S. §§ 29-1-101, et seq., the Colorado Local Government Uniform Accounting Law, C.R.S. §§ 29-1-501, et seq., and the Colorado Local Government Audit Law, C.R.S. §§ 29-1-601, et seq., to the extent such laws, or parts thereof, are applicable to the Authority. The Authority shall keep accurate and complete records of operational and capital costs incurred in providing services, and all financial books, records and audits of the Authority shall at all times be made available for inspection by the Patties, or any of them, upon reasonable request and notice.

5-5. The Authority shall deposit, maintain, and invest its funds in compliance with the laws governing local governments in the state of Colorado, among them, the Public Deposit Protection Act (C.R.S. Title 11, Article 10.5), Savings & Loan Association Public Deposit Protection Act (C.R.S. Title 11, Article 47), C.R.S. Title 24, Article 75. Parts 6 and 7.

5-7. The Authority shall regularly investigate and pursue public and private grants and other financial aid that may be available to fund or defray the cost of the Authority's operations.

5-8. The Authority may utilize such officers as determined appropriate by the Board of Directors ("Board"). The fire chief shall be vested with that authority as set forth in C.R.S. § 32-1-1002(3), as may be amended. Officer appointments shall be made by the fire chief and ratified by the Board. In all events, all operations officers shall comply with all minimum position requirements as established by the Authority.



5-9. The Parties, in consultation with the Board, shall periodically investigate other organizational models for providing regional fire and emergency services, including organizing a fire protection district under C.R.S. Title 32, Article 2.

5-10. The Authority may conduct or participate in forest health projects as defined in C.R.S. § 37-95-103 (4.9).

CCFA BOARD OF DIRECTORS

6. The Board is the governing body of the Authority and is comprised of 11 directors appointed as follows:

6-1. The ESD shall directly appoint two directors. The ESD shall also nominate three other directors, one from each of the unincorporated areas of Clear Creek County within ESD boundaries, as more fully identified in Exhibit B of this Agreement. Those three nominations shall be considered for appointment by the Board and are subject to Board approval. The Board shall endeavor to act on nominations in a timely manner; however, if the Board does not act on a nomination within twelve weeks of receipt thereof, the nomination shall be considered accepted and the nominee appointed.

6-2. The City of Idaho Springs and the Town of Georgetown shall each appoint two directors.

6-3. The Town of Silver Plume and the Town of Empire shall each appoint one director.

7. Directors appointed directly by the Parties shall serve at the pleasure of the governing body of the Party that appointed them, shall have terms of four years that expire on December 31 of the fourth year of their terms (irrespective of the date of appointment), and may be appointed to successive four-year terms, except that:

7-1. Directors appointed by the City of Idaho Springs and the Town of Georgetown to serve on the Board first constituted pursuant to this Agreement shall serve staggered terms of two and four years. Those initial terms shall respectively expire on December 31, 2026, and December 31, 2028, as designated by the appointing Party at the time of the director's appointment. Upon expiration of those initial terms, those directors are eligible to serve four-year terms and may be reappointed to successive four-year terms.

7-2. Directors appointed by the ESD to serve on the Board first constituted pursuant to this Agreement shall serve staggered terms of two and four years, with the initial terms designated by the ESD at the time of appointment such that one director serves a two-year term expiring on December 31, 2026, and the other two directors serve four-



year terms expiring on December 31, 2028. Upon expiration of those initial terms, those directors are eligible to serve four-year terms and may be reappointed to successive four-year terms.

8. The three directors nominated by the ESD and approved by the Board shall serve at the pleasure of the Board, shall have terms of four years that expire on December 31 of the fourth year of their terms (irrespective of the date of appointment), and may be appointed to successive four-year terms; except that the three directors appointed through the nomination process to serve on the Board first constituted pursuant to this Agreement shall serve staggered terms of two and four years, with the initial terms designated by the ESD at the time of nomination, subject to approval by the Board, such that one director serves a two-year term expiring on December 31, 2026, and the other two directors serve four-year terms expiring on December 31, 2028. Upon expiration of those initial terms, those directors are eligible to serve four-year terms and may be reappointed to successive four-year terms through the same nomination and appointment process.

9. Any seat on the Board that becomes vacant shall be filled using the same process that was followed to appoint the previous director occupying that seat, and the term of the newly appointed director shall expire when the term of the previous director who held the seat would have expired. The new director shall be subject to the same terms and conditions of appointment as the previous director who held the seat. All Board directors shall be and must remain residents within CCFA's jurisdictional boundaries during their term(s).

10. No current employee or active volunteer firefighter of the Authority may serve as a Board director.

11. Each Party may utilize whatever method of appointment it deems convenient and appropriate when appointing or reappointing directors to the Board.

12. With regard to the directors nominated by the ESD and appointed by the Board, the ESD shall advertise the opportunity to serve in those director positions prior to re-nominating any of those seated directors to serve another term.

13. Directors shall take an oath upon assuming office that they will faithfully perform the duties of their office and will support and adhere to the laws and constitutions of the United States and State of Colorado.

14. The Board shall elect two (2) of its directors as chairperson and vice-chairperson, respectively, and shall maintain and update by-laws and rules of procedure as appropriate for the conduct of meetings and business. The presence of a majority of the seated directors shall constitute a quorum for the transaction of business, and a majority of those present shall be necessary for any action taken by the Board. All meetings of the Board shall be subject to the requirements of the Colorado Open Meetings Law. The Board



shall meet in formal session not less than one time per calendar quarter in such location or locations within the Authority's territorial jurisdiction as it deems convenient. Public notice of all regular and special meetings shall be posted not less than twenty-four (24) hours in advance as set forth in the Colorado Open Meetings Law. The Authority's webpage is designated for the posting of such notice pursuant to C.R.S. § 24-6-402(2)(c)(III). The designated public place at which the Authority shall post a notice no less than twenty-four (24) hours prior to a meeting if it is unable to post a notice online in exigent or emergency circumstances such as a power outage or an interruption in internet service that prevents the public from accessing the notice online shall be the office of the Authority.

15. No director shall receive compensation as an employee of the Authority, but may receive reimbursement for actual expenses incurred in performing Authority business. No director receiving workers' compensation benefits awarded in the line of duty as a volunteer firefighter or pension benefits to retired firefighters shall be allowed to vote on matters involving the director's disability or pension benefits or payments.

16. At least quarterly, Directors shall report to the Party that appointed them (or, as applicable, nominated them if they were seated by the Board) about the activities of the Authority, its financial status and issues discussed by the Board.

FUNDING

17. On or before September 15 of each year, the Authority shall submit to each Party its anticipated funding request for the upcoming budget year.

18. Subject to available revenues and duly adopted appropriations on a year-to-year basis, each Party shall contribute funds or other resources to the Authority reflecting its proportionate share of the Authority's budget.

19. Each Party's respective annual contribution to the Authority's budget shall be determined by calculating the ESD mill levy multiplied by that Party's assessed valuation of its taxable real property on January 1 of the preceding year (for example, for budget year 2024, the assessed valuation on January 1, 2023) as certified by the Clear Creek County Assessor. This amount shall be known as the "Base Contribution." No Party's Base Contribution shall be calculated using a mill levy that exceeds 10 mills, except that any Party may voluntarily agree to calculate its Base Contribution using a higher mill levy. The Parties shall notify the Authority of any reduction in their respective Base Contribution no later than October 30 of each year.

20. The ESD's Base Contribution shall be reduced by ESD's costs of collecting the revenues -- which include the Clear Creek County Treasurer's fees on revenues collections, audit fees, required reserves adjustments, administrative expenses, abatements, contingency and operating fund balance adjustments (collectively, the "Costs") -- to equal the "Final ESD Contribution." The ESD shall provide the Final ESD Contribution to the



Authority by October 30 of each year. The ESD shall also provide an itemized list of the Costs to each Party and the Authority by October 30 of each year.

21. All other Parties may reduce their respective Base Contribution by the cost of their administrative expenses to equal their particular "Final Contribution." Administrative expenses are operational costs including record-keeping and payment processes, as well as management of a Party's compliance with this Agreement. Each municipal Party shall provide its Final Contribution to the Authority by October 30 of each year. Each municipal Party shall also provide an itemized list of its administrative expenses to all other Parties and the Authority if those expenses are deducted from their Base Contribution by October 30 of each year.

22. Except as otherwise provided, contributions shall be made in four equal quarterly installments paid to the Authority no later than the last business day of each fiscal quarter. ESD's installment for the first quarter of each year will not exceed the net property tax revenues received in the quarter net of the costs of the ESD, any shortfall to be paid with the second quarterly installment.

23. The ESD also will contribute the amount of the actual Specific Ownership Tax, abatement levy and interest net revenues received during the fiscal year, payable at the end of each quarter.

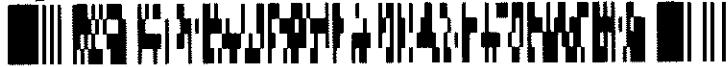
24. Clear Creek County or ESD may dedicate additional revenue from a public safety tax or other revenue source to the Authority.

25. In the event a Party is unable or fails in any given year to provide some or all of its proportionate share of funding for the Authority, the Party shall be considered to be in breach of this Agreement.

26. Any Party that is in breach of this Agreement under the terms of Paragraph 25 hereof shall immediately lose its representation on the Board and shall only regain its representation upon payment of its full annual proportionate share of funding. Any Party that is in breach of this Agreement under the terms of Paragraph 25 hereof for three consecutive years shall cease to be a party to this Agreement. In that event, the Party in breach shall not be entitled to a return or distribution of assets or interest until this Agreement is terminated as among all the Parties.

EQUIPMENT AND FACILITIES

27. Attached hereto as Exhibit A is a listing of facilities that are the property of the respective Parties which have been made available to the CCFA so that it may continue to execute and implement the purpose and design of this Agreement. Exhibit A is intended to document ownership for purposes of implementing the termination provisions of this Agreement. Pursuant thereto, and as consideration of the services to be provided by the



CCFA to the Parties, each Party does hereby agree to lease those facilities presently owned by it and listed on Exhibit A to the CCFA for the term of this Agreement subject to all applicable respective legal requirements and approval processes of each Party related thereto. During the term of this Agreement and corresponding leases, the CCFA shall be solely responsible for maintaining and repairing all facilities as provided to it hereunder, and shall insure same against damage and loss.

28. The CCFA shall annually perform pump tests on all applicable fire apparatus and test all ladders in accordance with national standards generally accepted by the fire protection community, and permanently retain the results of such tests. CCFA must maintain insurance on its equipment.

29. The Parties anticipate that during the term of this Agreement, facilities on Exhibit A may be modernized or replaced. Any facility significantly modernized by the Authority shall be identified on Exhibit A, showing the date and cost of the modernization.

30. The Authority, subject to available funding, may purchase, lease or otherwise acquire such new equipment and facilities as it may deem necessary to perform its responsibilities under this Agreement. New equipment or facilities purchased or acquired shall be titled in the name of the Authority, whether or not it is intended to replace equipment or facilities previously leased to the Authority by a Party.

31. Upon the termination of this Agreement, all facilities leased by a Party to the Authority and titled in a Party's name shall be returned to the Party in a condition comparable to or better than that at which it was originally provided to the Authority, normal wear and tear excepted. Facilities shown on Exhibit A as having been modernized by the Authority shall be returned to the owner subject to offset for the remaining value of the cost of the modernization, which offset will be taken into account in distributing equipment and facilities owned by the Authority. Equipment and facilities purchased by the Authority during the term of this Agreement shall be distributed among the Parties in proportion to their total contributions made to the CCFA during its lifetime. In the event equipment or facilities cannot be evenly and proportionately distributed to the Parties, independent appraisals of the same shall be obtained and the equipment and/or facilities sold at public auction with the proceeds being appropriately distributed to the Parties. A Party that withdraws from this Agreement pursuant to Paragraph 37 shall retain its interest under this paragraph but shall not be entitled to a return or distribution of assets or interest until this Agreement is terminated as between all the Parties.

DEBTS OF THE CCFA

32. Any and all debts, liabilities or obligations of the Authority shall not constitute a debt, liability or obligation of the Parties, or any one of them, and nothing set forth in this Agreement is intended, or shall be construed, as imposing any debt, liability or obligation belonging to the Authority on the Parties, or any one of them.



33. Each bond, note, contract, or other financial obligation of the CCFA shall recite, in substance, that said bond, note, contract or other obligation, including interest thereon, shall be payable solely from the revenues or other funds of the CCFA and shall not constitute, or be intended to constitute, a debt of the Parties, or any one of them, within the meaning of any constitutional or statutory provision or limitation.

CCFA PENSION

34. The Authority has established, pursuant to C.R.S. Title 31, Article 30, Part 11, the Colorado Volunteer Firefighters Pension Act, the Clear Creek Fire Authority Volunteer Firefighter Pension Fund ("Pension Fund"), which shall serve for the benefit of qualifying volunteer firefighters. All pension assets and liabilities previously held by the Parties have been transferred to, and assumed by, the Pension Fund. The board of trustees for the Pension Fund has been formed in compliance with C.R.S. § 31-30-1107, and operates consistent with the provisions contained in the Colorado Volunteer Firefighters Pension Act and other applicable state and federal law.

TERM OF AGREEMENT

35. This Agreement shall commence and be effective December 31, 2024, and shall continue to and until December 31, 2029. The Agreement shall automatically renew for one additional five-year term unless a Party to the Agreement initiates a renegotiation. Any Party may unilaterally initiate renegotiation of this Agreement at any time prior to its expiration. This Agreement may be terminated earlier by written agreement of all Parties.

36. Any Party wishing to withdraw from this Agreement must provide written notice to all other Parties of its intent to withdraw at least one year prior to its withdrawal. Upon receipt of a timely notice of withdrawal ("First Notice"), any other Party may, within ninety (90) days of receipt of the First Notice, give written notice to all other Parties of its intent to also withdraw on the same date as the date of withdrawal stated in the First Notice. This Agreement shall not terminate upon the withdrawal of any Party or Parties so long as there remain at least two Parties to this Agreement. Upon the effective date of this Agreement, the 2022 Agreement shall terminate and be superseded in full. All promises, representations or obligations calling for the expenditure of public funds by any of the Parties hereto shall be dependent upon, and limited to, duly adopted appropriations as may be authorized from year to year.

37. The Parties shall commence consultations and discussions on or about January 1, 2034, which shall be ongoing from time to time thereafter, on whether this Agreement should be renewed, extended, modified, replaced or allowed to lapse.

38. If the entire jurisdiction of a municipal Party becomes a part of the ESD lawfully bound to the real property mill levy of ESD, this event shall trigger an automatic renegotiation of this Agreement by the remaining Parties; additionally, on the effective



date of that event if it is a January 1, or on the next January 1 following the effective date of that event, that Party shall cease to be a Party to this Agreement and the provisions of Paragraph 31 shall apply with respect to facilities and equipment title of which is held by the Party at the date it ceases to be a Party.

ANNUAL REPORT AND JOINT MEETING

39. Not later than May 1 of each year, the Authority shall provide a report to the Parties containing the following: (a) audited financial statements for and as of the end of the previous fiscal year, including historic comparisons; (b) description of goals and objectives for the current fiscal year; (c) description of goals and objectives for the long term (at least five years); (d) description of grants considered but not applied for, grants sought, grants secured and the role of grants in the Authority's operations and capital plans; (e) capital assets inventory; (f) capital assets acquisition and disposition plan; (g) explanation of the outstanding lease purchase agreements of the Authority and the planned exercise of the lease options; (h) response times and mutual aid given and received; and, (i) any other information requested by a Party to be included in the report, provided that request is made no later than April 1 of that year.

40. Not later than June 1 of each year, the Parties shall hold a joint meeting with the Board to discuss the report submitted by the Authority, as well as any other Authority matters a Party wishes to add to the joint meeting agenda.

MISCELLANEOUS

41. Excepting any Party's withdrawal from the Agreement in accordance with Section 36, this Agreement may be amended or terminated only by written document approved by all of the Parties; provided, however, that such amendment will not affect obligations outstanding of the Authority unless provision of full payment of such obligations, by escrow or otherwise, has been made which complies with the terms of the obligations.

42. Each Party understands and agrees that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation and therefore notwithstanding anything in this Agreement to the contrary, any and all payment obligations of any Party under this Agreement are expressly dependent and conditioned upon the continuing availability of funds beyond the term of each respective Authority's current fiscal period. Financial obligations payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the respective Party and other applicable law. Upon the failure to appropriate such funds by a Party, that Party shall be considered in breach in accordance with paragraph 25 hereof.

43. None of the terms, conditions or provisions of this Agreement shall be



deemed to be for the benefit of any person or entity not a party hereto, or not expressly identified herein, and no such person or entity shall be entitled to rely in any manner on the Agreement or its terms.

44. If any provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable, such determination shall not affect or impair the validity or enforceability of any other provision, and the Parties agree to renegotiate the invalid or unenforceable provision so as to cure such defect, if possible, and have it reflect and serve as closely as possible the original intent and purpose of same; unless the invalid provision is of such importance and materiality to the overall Agreement that its absence destroys or renders inoperable the purpose or practice implementation thereof.

45. All prior resolutions, approvals, contracts, permits and obligations of the Authority in effect immediately prior to the effective date of this Agreement shall remain valid and binding obligations of the Authority.

46. This Agreement shall be interpreted and enforced in accordance with Colorado law and any action concerning its enforcement or interpretation shall only be brought in the District Court in and for Clear Creek County, Colorado.

47. The waiver or forgiveness of a breach of any of the provisions of this Agreement by any Party shall not constitute a continuing or new waiver or forgiveness of any subsequent breach of the same or other provision of the Agreement.

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IN WITNESS WHEREOF the Parties have executed this Intergovernmental Agreement on the dates set forth below.

“ESD”

CLEAR CREEK COUNTY
EMERGENCY SERVICES GENERAL
IMPROVEMENT DISTRICT

By: 

George Marlin, Chair

Date: 12-10-24

ATTEST:



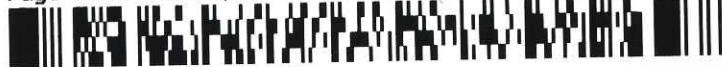
Deputy Clerk and Recorder
for Brenda L. Corbett
Clear Creek County Clerk and Recorder

Approved as to form and
legal sufficiency:



Peter A. Lichtman
County Attorney

[Signatures continued on following pages]



TOWN OF GEORGETOWN

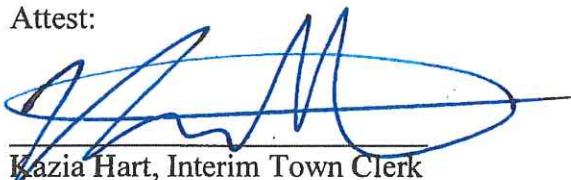
By:

Lynette Kelsey, Police Judge

Date:

11/12/2024

Attest:


Kasia Hart, Interim Town Clerk



[Signatures continued on following pages]



TOWN OF SILVER PLUME

By: 

Lee Berenato, Mayor

Date: 11/25/2024

Attest:


Chelsea Nihiser, Town Clerk



[Signatures continued on following pages]

CITY OF IDAHO SPRINGS

By:



Chuck Harmon
Chuck Harmon, Mayor

Date: 11/13/2024

Attest:



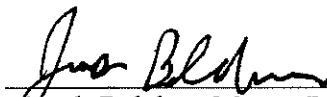
Diane Breece
Diane Breece, City Clerk

[Signatures continued on following page]



TOWN OF EMPIRE

By:



Jacob Belcher, Mayor Pro-tem

Date: 11/19/24

Attest:

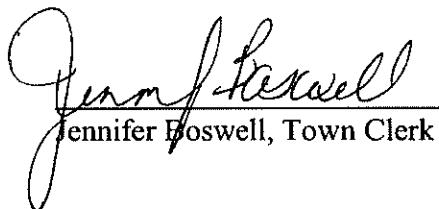

Jennifer Boswell, Town Clerk



EXHIBIT A

CAPITAL ASSET INVENTORY

(reference Paragraphs 27, 29 and 31 of the Agreement)

Georgetown Fire Department – Station 4 (Real Property owned by Municipality)
750 Brownell Georgetown, CO 80444

Silver Plume Fire Department – Station 8 (Real Property owned by Municipality)
715 Main St. Silver Plume CO 80476

Idaho Springs Fire Department – Station 2 (Real Property owned by Municipality)
2000 Colorado Blvd. Idaho Springs, CO 80452

York Gulch Fire Department – Station 9 (Real Property owned by ESD)
1181 York Gulch Rd. Idaho Springs, CO 80452



Exhibit B Clear Creek Fire Authority Districts

