



**CLEAR CREEK FIRE AUTHORITY
2012 AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Parties hereto are empowered under Sections 18(2)(a) and (b) of Article XIV of the Colorado Constitution, and § 29-1-203, C.R.S., to enter into intergovernmental agreements for the delivery of governmental services and to create separate legal entities 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”) and now wish to amend and restate the 2008 Agreement and continue the Authority as provided herein, it being the express intention of the parties that the Clear Creek Fire Authority, once established in 1998, has continued in existence 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 2008 Agreement is hereby amended and restated as set forth herein, effective as of December 31, 2012, upon its execution by all of the Parties to the 2008 Agreement, and that “Agreement” as used herein shall mean and refer to the 2008 Agreement as hereby amended and restated :

PARTIES



1. The Parties to this Agreement are: the Clear Creek County Emergency Services General Improvement District ("CCCES"), the Town of Georgetown, the Town of Silver Plume, the Town of Empire and the City of Idaho Springs (hereinafter and together "Parties").

PURPOSE

2. The purpose of this Agreement is to maximize public fire fighting 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 fire fighting 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 Clear Creek Fire Authority, which is a separate governmental entity and political subdivision. 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.

4. Notwithstanding any other provision in this Agreement, each Party may continue to separately support the activities of its own fire department, raise and retain funds therefor through non-operational activities such as pancake breakfasts and fireworks displays, and accept donations, which shall remain the property of the individual fire department.

POWERS OF THE CLEAR CREEK FIRE AUTHORITY

5. 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 §§ 32-1-1001 and 32-1-1002, C.R.S., as may be amended from time to time; and except that the CCFA shall have no authority or power to levy and/or collect taxes of any kind, call or conduct public elections, or exercise the power of dominant eminent domain.

DUTIES OF THE CLEAR CREEK FIRE AUTHORITY

6. The duties of the CCFA (or "Authority") shall include, but not be limited to, the following:

6-1. The Authority shall establish and maintain an employee grievance and appeals procedure so as to afford employees and volunteers a mechanism to contest and have reviewed disciplinary or other adverse job actions.



6-2. 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 § 24-10-114 of the Colorado Governmental Immunity Act, C.R.S.

6-3. The Authority shall maintain adequate broad coverage insurance on all equipment and property, real or personal, in its ownership, possession and/or control.

6-4. 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.

6-5. 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, §§ 29-1-101, *et seq.*, C.R.S., the Colorado Local Government Uniform Accounting Law, §§ 29-1-501, *et seq.*, C.R.S., and the Colorado Local Government Audit Law, §§ 29-1-601, *et seq.*, C.R.S., 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 Parties, or any of them, upon reasonable request and notice.

6-6. 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 (Article 10.5 of Title 11, CRS), Savings & Loan Association Public Deposit Protection Act (Article 47 of Title 11, CRS), and Parts 6 and 7 of Article 75 of Title 24, CRS.

6-7. 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.

6-8. The Authority may utilize such officers as determined appropriate by the Board of Directors. The fire chief shall be vested with that authority as set forth in § 32-1-1002, C.R.S., as may be amended. Officer appointments shall be made by the chief and ratified by the Board. In all events, all operations officers shall comply with all minimum position requirements as established by the Authority.



CCFA BOARD OF DIRECTORS

7. There is hereby established a Board of Directors which shall be the governing body for the Clear Creek Fire Authority. The board shall be composed of eight (8) members to be appointed by the respective Parties as follows:

7-1 The CCCES, City of Idaho Springs and the Town of Georgetown shall each appoint two (2) members.

7-2 The towns of Silver Plume and Empire shall each appoint one (1) member.

7-3 All board members must be, and remain during their term(s) of office, qualified electors of the jurisdictions which appointed them.

7-4 No employee or volunteer firefighter of the Authority may serve as a board member.

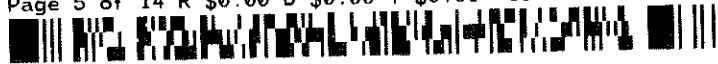
8. Each jurisdiction may utilize whatever method of appointment it deems convenient and appropriate in appointing members to the board.

9. Members of the board of directors shall be appointed to serve perpetual terms at the pleasure of the governing body of the party by whom they are appointed. Board members may be removed from office with or without cause within the sole discretion of their appointing jurisdiction.

10. Board members shall take an oath upon assuming office that he or she 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.

11. The board shall elect two of its members as chairperson and vice-chairperson, respectively, and shall adopt such by-laws and rules of procedure as appropriate for the conduct of meetings and business. The presence of five (5) members at a meeting shall constitute a quorum for the transaction of business, and 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. Advance written notice (not less than twenty-four (24) hours) of the time, location and agenda for board meetings shall be regularly posted in a conspicuous place at the offices of the Clear Creek Fire Authority.

12. No board member shall receive compensation as an employee of the Authority; but shall receive reimbursement for actual expenses incurred in performing Authority business. No



board member 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 member's disability or pension benefits or payments.

13. The board members shall report to the Party appointing them about the activities of the Authority, its financial status and issues discussed by the board at least quarterly.

FUNDING

14. The Authority shall submit a report to each Party on or before September 15th of each year which report shall include a detailed capital assets inventory, the current capital assets acquisition and disposition plan effective for the next ten fiscal years, an explanation of the outstanding lease purchase agreements of the Authority and the planned exercise of the lease options, together with a proposed budget setting forth anticipated expenses and revenues necessary to fund the Authority for the following year and the estimated contributions of each of the Parties.

15. 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.

16. Each Party's respective annual contribution to the Authority's budget shall be based on the equivalent of a 4.569 mill levy on its assessed valuation at the January 1 of the preceding year (for example, for budget year 2013, the assessed valuation at January 1, 2012) as certified by the Clear Creek County Assessor; in other words, it shall be based on the product of multiplying the assessed valuation by 0.004569 (the "4.569 Base").

17. The CCCES 4.569 Base shall be reduced by the cost of collecting the revenues, which is all the costs of the CCCES (Treasurer's fees on revenues collections, audit fees, required reserves adjustments, administrative expenses, abatements, contingency and operating fund balance adjustments), to equal the "Final CCCES Contribution."

18. The Final CCCES Contribution will be compared with CCCES's 4.569 Base. Each of the other Parties' annual contribution will be the amount which bears the same proportion to its 4.569 Base, not exceeding 100%, as the Final CCCES Contribution bears to CCCES's 4.569 Base.

19. 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. CCCES'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 CCCES, any shortfall to be paid with the second quarterly installment.



20. The CCCES 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.

21. 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.

22. Any Party that is in breach of this Agreement under the terms of Paragraph 21 hereof shall immediately lose its representation on the Board of Directors 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 21 hereof for three (3) consecutive years shall cease to be a party to this Agreement. In that event, separation shall be accomplished as described in Paragraph 36 of this Agreement.

EQUIPMENT AND FACILITIES

23. Attached hereto as Exhibit A is a listing of equipment and facilities that are the property of the respective Parties which shall be made available to the CCFA so that it may 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 for the services to be provided by the CCFA to the Parties, each Party does hereby lease those pieces of equipment and those facilities presently owned by it and listed on Exhibit A to the CCFA for the term of this Agreement. During the term of this Agreement, the CCFA may relocate any such equipment to other locations within CCFA as deemed appropriate by CCFA.

24. During the term of this Agreement and corresponding leases, the CCFA shall be solely responsible for maintaining and repairing all equipment and facilities as provided to it hereunder, and to insure same against damage and loss. 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. All policies of insurance shall serve as primary insurance and shall name the jurisdiction leasing same to the CCFA as an additional or co-insured.

25. The Parties anticipate that during the term of this Agreement, equipment and/or facilities on Exhibit A may be modernized or replaced. Equipment and facilities on Exhibit A which are being replaced shall be offered to the Party in title for its disposition. Any equipment or facility significantly modernized by the Authority shall be identified on Exhibit A, showing the date and cost of the modernization.



26. 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.

27. Upon the termination of this Agreement, all equipment and 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 that at which it was originally provided to the Authority, normal wear and tear excepted. Equipment and 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.

DEBTS OF THE CCFA

28. 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.

29. 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.



EXISTING MUTUAL AID AGREEMENTS

30. It is not the intent of this Agreement to terminate any existing mutual or automatic aid agreements as may be existing between the Parties on the date hereof; and such agreements shall be deemed to be merged herein and shall be continued consistent with the terms of this Agreement. Preexisting agreements addressing fire protection and emergency services between CCCES and one or more of the other Parties hereto shall be, and are hereby, assigned by mutual consent to the CCFA.

CCFA PENSION

31. The Authority has established pursuant to § 31-30-1107 of the Colorado Volunteer Firefighter Pension Act, C.R.S., 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 § 31-30-1107, C.R.S., and operates consistent with the provisions contained in the Colorado Volunteer Firefighters Pension Act and other applicable state and federal law.

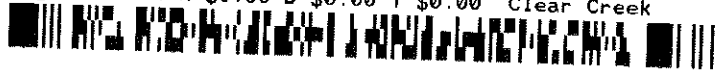
32. Each of the Parties shall pay to the Pension Fund, or to the Fire and Police Pension Association created pursuant to §31-31-201, CRS, on behalf of the Pension Fund, all of the state contributions under the Colorado Volunteer Firefighter Pension Act it receives immediately upon receipt, and shall account for the payment to the Pension Fund.

33. In the event this Agreement for whatever reason terminates, the pension funds held by the Pension Fund shall be distributed to the Parties as follows: Initial contributions and transfers plus any additional contributions plus any earning attributable to said contributions and transfers, less amounts paid to beneficiaries and less a proportionate share of costs of administration and/or fees charged to the fund.

TERM OF AGREEMENT

34. This Agreement shall commence and be effective December 31, 2012, and shall continue to and until December 31, 2022, or until earlier terminated by written agreement of all Parties. Upon the effective date of this Agreement, the 2008 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.

35. The Parties shall commence consultations and discussions on or about January 1, 2021, which shall be ongoing from time to time thereafter, on whether this Agreement should be renewed, extended, modified, replaced, or allowed to lapse.



36. If the entire jurisdiction of a municipal Party becomes a part of the Clear Creek County Emergency Services District lawfully bound to the real property mill levy of that District, 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 27 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.

37. In the event a Party seeks or finds that it is necessary to withdraw from this Agreement, the Parties shall confer with one another and the CCFA board to determine whether and how such withdrawal may be accommodated. A failure by the Parties to reach a mutually satisfactory resolution to a Party's request to withdraw shall trigger the mandatory binding arbitration provisions contained herein below.

ARBITRATION

38. In the event of a dispute between the Parties arising from the application, interpretation or enforcement of this Agreement, the Parties agree to submit such dispute to mandatory binding arbitration administered by the American Arbitration Association. Costs of arbitration shall be shared by the Parties in proportion to their funding contributions to the CCFA for the year in which arbitration is sought. Arbitrators shall be selected and appointed in accordance with the applicable rule(s) of the American Arbitration Association.

39. Mandatory binding arbitration may be commenced by the delivery of a written notice for same by certified mail, return receipt requested, by one Party upon another. Delivery of a notice for arbitration shall be made upon the mayor, clerk or chairperson for the governing body of the receiving Party. An arbitration hearing must be held within ninety (90) days from the date of service of the written arbitration notice, unless the Parties agree in writing otherwise. A failure to conduct the arbitration hearing in a timely manner shall relieve a Party from the requirements and/or limitations imposed by this paragraph.

ANNUAL REPORT

40. Not later than July 30 of each fiscal year, the Authority shall present its Annual Report for the previous fiscal year to the members. The Annual Report shall at least contain (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 sought and grants secured and the role of grants in the Authority's operations and capital plans; (e) capital assets plan. The Annual Report also may include the information required by Paragraph 14, in which case, if the information is complete, the Annual Report will be deemed to satisfy the requirements of Paragraph 14.

MISCELLANEOUS

41. 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. 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.

43. 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.

44. 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.

45. 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.

46. 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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WITNESSETH THE PARTIES' AGREEMENT BY THE SIGNATURES SET FORTH BELOW.

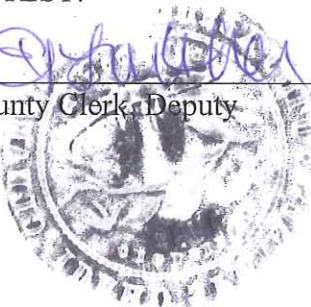
CLEAR CREEK COUNTY
EMERGENCY SERVICES GENERAL
IMPROVEMENT DISTRICT

By: [Signature] 11-19-12
Chairman, Board of Clear Creek County
Emergency Services General Improvement
District
Date



ATTEST:

[Signature]
County Clerk, Deputy



TOWN OF GEORGETOWN

By: [Signature] 11-27-12
Police Judge Date

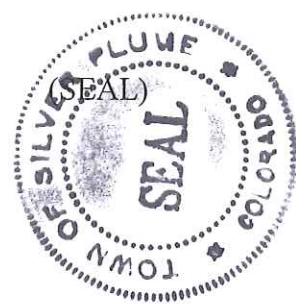


ATTEST:

[Signature]
Town Clerk

TOWN OF SILVER PLUME

By: [Signature] 11-19-12
Mayor Date



ATTEST:

[Signature]
Town Clerk



TOWN OF EMPIRE

By: Wendy Koch 11/26/12
Mayor Date

ATTEST:

Jim Cole
Town Clerk

(SEAL)

CITY OF IDAHO SPRINGS

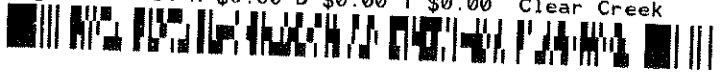
By: Jackson L. ... 11/26/12
Mayor Date

ATTEST:

Diane Bruce
City Clerk

(SEAL)





RESCUE 21 1995 International 1HTSDAAMXSH659540
(CCCESGID OWNER)

TANKER 2 1981 Freightliner 1FUPY6YB5BP192700
(CCCESGID OWNER)

PUMP TRLR 1951 Dunbar Trailer 1174381

CCCESGID Vehicles and Property

**York Gulch Fire Department -Station 9 (Real Property owned by CCCESGID)
1181 York Gulch Rd. Idaho Springs, Co. 80452**

TANKER 9 1979 Chev. C70 C16DA9V108714

SERVICE TRUCK 1985 GMC K30 1GTGK24M1FJ528165

HAZMAT 1 1984 Ford Van 1FDJE37L5EHA76289

WILDFIRE TRLR 1983 Haulmark Trlr 16HCB1213PH019650

HAZMAT TRLR 1994 Wells Fargo Trlr 1WC200G24R4016320

St. Mary's Fire Department – Station 7 (CCCESGID OWNER)
(Equipment located onsite varies)

Floyd Hill Fire Department – Station 6 (CCCESGID OWNER)
(Equipment located onsite varies)



EXHIBIT A

INVENTORY (per ¶23)

**Clear Creek Fire Authority
Equipment/Property List
Exhibit A**

CAPITAL ASSET INVENTORY

**Georgetown Fire Department - Station 4 (Real property owned by Municipality)
750 Brownell Georgetown, Co. 80444**

ENGINE 404 1986 Spartan S29AT9CO3GC423886
PUMPER 402 1972 American LaFrance P173040
RESCUE 4 2002 Ford F350 1FTSW31S12EA37072
ENGINE 41 2000 Smeal /Freightliner Engine 1FV2JLCB8YHA30694
(CCCESGID OWNER)

FORESTRY TRLR. 412

**Silver Plume Fire Department - Station 8 (Real property owned by Municipality)
353 Main St. Silver Plume, Co. 80476**

PUMPER 804 1975 Mack CF685F121816 (CCCESGID OWNER)
TANKER 816 1979 Freightliner CB413HP154331 (CCCESGID OWNER)

**Empire Fire Department - Station 3 (Real property owned by Municipality)
203 N. Guanella Empire, Co. 80438
(Equipment located onsite varies)**

**Idaho Springs Fire Department - Station 2 (Real property owned by Municipality)
2000 Colorado Blvd. Idaho Springs, Co. 80452**

SCAT 201 1980 Chev. K30 CKM24F314499
SCAT 204 1996 Ford F350 1FDHF36G1TEA67121
PUMPER 203 1974 Mack CF685F121615
LADDER 207 1983 Ford Boardman 1FDYD80U5DVA15171