

RESOLUTION NO. 21
(Series of 2022)

**A RESOLUTION OF THE BOARD OF SELECTMEN FOR THE TOWN OF
GEORGETOWN, COLORADO APPROVING CLEAR CREEK FIRE AUTHORITY
2022 AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT**

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SELECTMEN FOR
GEORGETOWN, COLORADO:**

Section 1. The Agreement with Clear Creek Fire Authority is hereby authorized and approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Police Judge is hereby authorized to execute the Agreement and is hereby further granted the authority to negotiate and approve such revisions to said Agreement as the Police Judge determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Agreement are not altered.

Section 3. The Police Judge and Town Staff are further authorized to do all things necessary on behalf of the Town to perform the obligations of the Town under the Agreement and to execute and deliver any and all documents necessary to affect the terms and conditions of such Agreement.

RESOLVED, APPROVED and ADOPTED this 13th day of December 2022.

TOWN OF GEORGETOWN

By: 

Lynette Kelsey, Police Judge

ATTEST:



Jennifer Yobski, Town Clerk

(SEAL)



**CLEAR CREEK FIRE AUTHORITY
2022 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 § 29-1-203.5, C.R.S., 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"), and now wish to amend and restate the 2012 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 2012 Agreement is hereby amended and restated as set forth herein, effective as of December 31, 2022, upon its

execution by all of the Parties to the 2012 Agreement, and that "Agreement" as used herein shall mean and refer to this Clear Creek Fire Authority 2022 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 "Parties").

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 Clear Creek Fire Authority, 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 § 29-1-203.5, C.R.S. 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., and those authorized pursuant to § 29-1-203.5(3), C.R.S., as may be amended from time to time; and except that, as provided by § 29-1-203.5(2)(b), C.R.S., 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

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 all 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, C.R.S., of the Colorado Governmental Immunity Act.

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, C.R.S.), Savings & Loan Association Public Deposit Protection Act (Article 47 of Title 11, C.R.S.), and Parts 6 and 7 of Article 75 of Title 24, C.R.S.

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.

6-9. By no later than January 15, 2023, each Party shall provide to the Clear Creek County Manager, the name(s) of a representative from each Party, who shall serve as that Party's representative(s) on a committee ("Committee") that will determine the contents of a request for proposals ("RFP") for a comprehensive, independent organizational analysis of the Authority. The analysis shall include a financial analysis of funding sources and methodologies to sustain the Authority. The ESD, the City of Idaho Springs and the Town of Georgetown shall each have two representatives on the Committee; the Towns of Empire and Silver Plume shall each have one representative. By no later than February 15, 2023, the Committee shall agree to the contents of the RFP, and the ESD shall finalize and publish the same. By no later than March 30, 2023, the Committee shall select the consultant who responded to the RFP with the most responsive and responsible offer. By no later than December 31, 2023, the consultant shall present to the Board of the CCFA and the governing bodies of each Party a report containing the consultant's completed analysis, findings and recommendations. The analysis shall be jointly funded by the Parties, with each party paying a share of the cost proportionate to its annual contribution to the Authority's budget.

6-10. The Authority shall periodically investigate other organizational models for providing regional fire and emergency services, including organizing a fire protection district under Article 2, Title 32, C.R.S.

6-11. The Authority may conduct or participate in forest health projects as defined in § 37-95-103 (4.9), C.R.S.

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 ESD, 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 residents within CCFA's jurisdictional boundaries.

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

7-5. Each member of the Board of Directors shall be entitled to one (1) vote on any matter that comes before the Board, except that in the case of a tie vote, the matter shall be subjected to a revote and each Party shall be entitled to only one (1) vote. The governing body of any Party may require the Authority's Board to reconsider any revote caused by a tie vote after consideration by that Party's governing body at its next meeting following the revote (provided there is sufficient time to give adequate public notice of consideration of the matter); and, within seven (7) days of consideration of the matter by that Party's governing body, that Party shall provide written notice to all Parties and the Authority's Board of the need to reconsider the revote. Notwithstanding the timing of any Party's next meeting following the Authority Board's revote caused by a tie vote, no Party may require the Authority Board to reconsider a revote more than forty-five (45) days following the original revote.

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 (2) 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. 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 § 24-6-402(2)(c)(III), C.R.S. 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.

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 the Authority's anticipated funding request for the following budget year. No later than October 15 of each year the Authority shall submit to each Party 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 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 2023, the assessed valuation on January 1, 2022) 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.

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

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

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. 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.

20. 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.

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, 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

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. A Party that withdraws from this Agreement pursuant to Paragraph 33 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

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 ESD 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, C.R.S., 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 § 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. 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

33. This Agreement shall commence and be effective December 31, 2022, and shall continue to and until December 31, 2024; but, this Agreement may be extended for up to two more years, one year at a time, by written agreement of the Parties, and provided that at least four Parties request the extension(s). This Agreement may be terminated earlier by written agreement of all Parties. Any Party may request renegotiation of this Agreement at any time prior to its expiration. 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 (2) Parties to this Agreement. Upon the effective date of this Agreement, the 2012 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.

34. The Parties shall commence consultations and discussions on or about January 1, 2024, which shall be ongoing from time to time thereafter, on whether this Agreement should be renewed, extended, modified, replaced, or allowed to lapse.

35. 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, 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 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.

ARBITRATION

36. 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.

37. 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

38. 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 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 plan; and (f) response times and mutual aid given and received. 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

39. Excepting any Party's withdrawal from the Agreement in accordance with Section 33, 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.

40. 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 Section 22 hereof.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

WITNESSETH THE PARTIES' AGREEMENT BY THE SIGNATURES SET FORTH AS FOLLOWS:

CLEAR CREEK COUNTY EMERGENCY
SERVICES GENERAL IMPROVEMENT DISTRICT

By: _____
Sean C. Wood, Chairman
Board of Clear Creek County Emergency
Services General Improvement District

Date: _____

Attest:

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

[Signatures continued on following pages]

TOWN OF GEORGETOWN

By: 
Lynette Kelsey, Police Judge

Date: 12/13/2022

Attest:

Jennifer Yobski, Town Clerk

[Signatures continued on following pages]

TOWN OF SILVER PLUME

By: _____
Sam McCloskey, Mayor

Date: _____

Attest:

Town Clerk

[Signatures continued on following pages]

CITY OF IDAHO SPRINGS

By: _____
Chuck Harmon, Mayor

Date: _____

Attest:

Diane Breece, City Clerk

[Signatures continued on following page]

TOWN OF EMPIRE

By: _____
Wendy Koch, Mayor

Date: _____

Attest:

Jeannette Piel, Town Clerk

EXHIBIT A

INVENTORY (reference: Paragraph 23)

**Clear Creek Fire Authority
Equipment/Property List – Capital Asset Inventory**

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

Engine 404	1986 General S29AT9C03GC423886	Reserve Engine	(GT owned)
Pumper 402	1972 American LaFrance P173040	In storage at St. 9	(GT owned)
Rescue 4	2002 Ford F350 1FTSW31S12EA37072	Type 6 Engine in use as Brush 4	(GT owned)
Forestry Trailer 412		Utility Trailer	(GT owned)

**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**

Scat 204	1996 Ford F350 1FDHF36G1TEA67121	Forestry Utility Truck	(IS owned)
Pump Trailer	1951 Dunbar Trailer 1174381	Forestry Utility Trailer	(IS owned)

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

Rescue 21	1995 International 1HTSDAAMXSH659540	Tech Rescue	(ESD Owned)
HAZMAT 1	1984 Ford Van 1FDJE37L5EHA76289	Hazmat Van	(ESD Owned)
WF Trailer	1983 Haulmark 16HCB1213PH019650	Wildfire Trailer	(ESD Owned)
HM Trailer	1994 Wells Fargo 1WC200G24R4016320	Hazmat Trailer	(ESD Owned)

