

**SECOND AMENDED INTERGOVERNMENTAL AGREEMENT FOR SERVICES
BETWEEN THE STEAMBOAT SPRINGS AREA FIRE PROTECTION DISTRICT AND
THE CITY OF STEAMBOAT SPRINGS**

THIS SECOND AMENDED INTERGOVERNMENTAL AGREEMENT FOR SERVICES (“Agreement”) is made by and between the CITY OF STEAMBOAT SPRINGS, Colorado a municipal corporation (the “City”), and the STEAMBOAT SPRINGS AREA FIRE PROTECTION DISTRICT, a Colorado special district (the “District”). The City and the District are collectively referred to as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, the District is a political subdivision of the State of Colorado organized under the Colorado Special Districts Act, C.R.S. 32-1-101, *et seq.* (“Act”) to provide Emergency Services within and without its boundaries; and

WHEREAS, the City is a home-rule municipality which is also empowered to provide Emergency Services within and without its boundaries; and

WHEREAS, pursuant to the *Amended Contract For Services Between The Steamboat Springs Rural Fire Protection District And The City Of Steamboat Springs*, dated June 6, 2009, (the “2009 Contract”), the City provides Emergency Services to the Parties’ Consumers; and

WHEREAS, the boundaries of the District encircle the boundaries of the City; and

WHEREAS, the City owns certain Emergency Services equipment, facilities, and properties (the “City Capital Plant”), and the District owns certain Emergency Services equipment, facilities, and properties (the “District Capital Plant”), and certain Emergency Services equipment, facilities and properties have been acquired through the Parties’ joint funding (the “Combined Capital Plant”); and

WHEREAS, the Parties desire to enter into this Agreement to update and further clarify the operation, management, maintenance, improvement, and financing by the City of all Emergency Services within the Parties’ boundaries, under the immediate supervisory control of the City Manager, with the advice and counsel of an Oversight Committee consisting of an equal number of representatives from the Parties, but reserving ownership of the existing District Capital Plant in the District and the City Capital Plant in the City, providing for joint responsibility of both Parties in the setting of rates, fees and charges and in adopting annual budgets for such services, providing for financial contributions by the District to the costs of operation (less revenues received from users or beneficiaries or otherwise) and capital improvements in accordance with formulae related to usage of services and assessed valuation comparison within the Parties’ boundaries.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings, promises and agreements herein contained, the Parties agree, promise and covenant as follows:

ARTICLE I
Definitions

In addition to the terms defined in the Recitals or elsewhere in this Agreement, the following terms shall have the following definitions:

“Ambulance Barn” shall mean the physical structure, land, and easements owned or leased by the District at 911 Yampa Street and operated by the District and Search and Rescue for purposes of housing, storing, maintaining, and operating Emergency Medical Services equipment and personal property and Search and Rescue personal property, as such Barn may hereafter be improved, expanded or altered, together with all contract rights of the District incidental to the use, protection, repair, and maintenance of the Ambulance Barn. Title to the Ambulance Barn is vested in the District and Search and Rescue, as tenants in common, subject to a reversion clause to the City should the Ambulance Barn cease to be used for District and/or Search and Rescue purposes.

“CIP” shall mean a written 5-year capital improvement plan for the Parties, prepared by the City and approved by the District, for accomplishing Combined EMS/Fire Protection Expansion during the ensuing 5-year period, to be prepared and updated annually pursuant to the provisions of Sections 2 through 4 of Article XII herein. Each subsequent CIP approved by the Parties will automatically replace the CIP designated as Exhibit “A” to this Agreement without formal amendment of this Agreement or any further action by either Party.

“City” shall mean the City of Steamboat Springs, a home rule municipal corporation.

“City Bonds” shall mean the existing outstanding bonded indebtedness issued by the City prior to the date of this Agreement for purposes of acquiring, constructing, renovating, or improving any part of the City Capital Plant, and shall also mean any refinancing of any such bonds to the extent of replacement of the unpaid principal and accrued interest on the replaced bonds and the costs of issuance of the refinancing bonds as of the time of such refinancing, and shall also mean any new bonds, lease finance arrangements, or other indebtedness of the City issued or obtained by the City pursuant to the provisions of Section 6 of Article XIII.

“City Capital Plant” shall mean the City Fire Stations and all that part of the Combined Capital Plant which is, as of the execution of this Agreement, owned by the City. The City Capital Plant is listed on Exhibit "B" hereto and by this reference incorporated herein.

“City EMS/Fire Protection Regulations” shall mean the City Charter of the City of Steamboat Springs, the Steamboat Springs Revised Municipal Code, and all implementing regulations duly adopted by ordinance of the City Council of the City and relating to Emergency Services.

“City EMS/Fire Protection Reserves” shall mean (i) all those funds of the City as of the commencement of this Agreement which have been designated as fire protection reserve funds,

whether restricted or unrestricted, together with (ii) all additions thereto from City funds as may be added from time to time by the City in its sole discretion, and together with (iii) proceeds of any new City bond issue or borrowing made for the purpose of paying the costs of Combined Capital Expansions allocated to the City as provided herein.

“City Fire Stations” shall mean the physical structures, land, and easements owned or leased by the City on Yampa Street and adjacent to Tennis Meadows in Steamboat Springs and operated by the City for purposes of housing, storing, maintaining, and operating Emergency Services equipment and personal property, as such Stations may hereafter be improved, expanded or altered, together with all contract rights of the City incidental to the use, protection, repair, and maintenance of the City Fire Stations.

“Combined Capital Expansion” shall mean the acquisition, major repair and renovation of all types of fire apparatus, vehicles and equipment, and the acquisition, major repair and renovation of all types of ambulances and medical equipment, collectively used in connection with the provision of Emergency Services; and planning and design for, construction, additions to, expansions upon, enlargements of, or renovations or remodeling of facilities for housing, storing, and maintaining Fire Protection Services apparatus, vehicles and equipment and Emergency Medical Services vehicles and equipment, whether within the City or the District, and including the cost of new or additional acquisitions of land or real property interests and the cost of buildings, improvements, and facilities constructed or erected thereon whether within the City or the District, such buildings, improvements, and facilities to be used for housing, storing, and maintaining Fire Protection Services apparatus, vehicles and equipment and Emergency Medical Services vehicles and equipment.

“Combined Capital Costs” shall mean the costs and expense of the Parties to acquire, construct, renovate, replace, and finance Combined Capital Expansions, including the costs and expense incurred by a Party or the Parties to design, engineer, finance, administer and accomplish any Combined Capital Expansion.

“Combined Capital Plant” shall mean all real and personal property now owned and used in connection with the provision of Emergency Services by either Party, whether as land, easements, buildings, fixtures, vehicles, ambulances, fire engines, ladder trucks, tender or water pumper trucks, computer equipment, and personal property of either Party used in connection with the provision of Emergency Services, including (but not limited to) the Ambulance Barn and all equipment therein but excluding the Search and Rescue Property, all City Fire Stations and all equipment therein, supplies, office equipment and furnishings at the Ambulance Barn (excluding the Search and Rescue Property) and City Fire Stations, and all other equipment and tangible personal property utilized for Emergency Services and owned by the City or District, and shall also include the land and buildings and fixtures within the Ambulance Barn (excluding the Search and Rescue Property) and the City Fire Stations and the easements for Emergency Services owned or used by either Party for Emergency Services purposes. "Combined Capital Plant" shall also include all additions, substitutions, replacements, and improvements to the foregoing real and personal property made by either Party during the term of this Agreement, provided that the City shall not make any such

additions, alterations, or improvements to the Ambulance Barn without the prior consent of the District and Search and Rescue. No real or personal property purchased solely by either Party shall be deemed to be a part of the Combined Capital Plant. The "Combined Capital Plant" includes the City Capital Plant, the District Capital Plant and the Capital Plant Expansion, but does not include the Search and Rescue Property.

"Consumer" shall mean an individual or entity that receives any form of Emergency Services by the City pursuant to this Agreement, whether such services in any such instance are provided within or outside of the boundaries of the District or the City.

"Costs of Operation" shall mean all costs and expense of the City in the administration, operation, maintenance, repair, remodel, renovation, addition to, and insuring of the Combined Capital Plant, and together with all operating costs of providing Emergency Services within the City or District including (but not limited to) wages, salaries, benefits, supplies, fuel, insurance premiums, internal charges, and utilities costs, but excluding Combined Capital Costs. "Costs of Operation" shall not include (i) any part of the salary or benefits of any employee or contractor of the City who is not engaged principally and substantially (during the time spent by such employee or contractor on City business) in providing Emergency Medical Services or Fire Protection Services by the City, or (ii) any part of the office or administrative overhead costs incurred by the City which are not principally and substantially incurred in connection with the provision of Emergency Medical Services or Fire Protection Services by the City. "Costs of Operation" shall include the costs of property and liability insurance and utilities at and for the Ambulance Barn including the undivided interest thereof owned by Search and Rescue, and other costs and expenses which are the District's responsibilities under the Search and Rescue/District Agreement.

"District" shall mean the Steamboat Springs Area Fire Protection District, a political subdivision of the State of Colorado.

"District Capital Plant" shall mean the Ambulance Barn, other than the Search and Rescue Property, together with all that part of the Combined Capital Plant which is, as of the execution of this Agreement, owned by the District. The District Capital Plant is listed on Exhibit "B" hereto and by this reference incorporated herein. The District Capital Plant does not include the Search and Rescue personal property.

"District Separate Revenues" shall mean all revenues, tax receipts, grants, other receipts, and income paid to and received by the District from any source, other than and excluding EMS/Fire Protection Services Revenues and receipts from City Bonds.

"District EMS/Fire Protection Regulations" shall mean the Act, as amended from time to time, the duly adopted Rules and Regulations of the District, the version of the International Fire Code with local amendments adopted by the District Board and the jurisdiction have authority, and any other federal and state laws relating to the provision of Emergency Services.

“District Reserves” shall mean (i) all those funds of the District as of the commencement of this Agreement which have been designated as Emergency Services or District reserve funds, whether restricted or unrestricted, together with (ii) all additions thereto from District Separate Revenues as may be added from time to time by the District in its sole discretion, and together with (iii) proceeds of any new District bond issue or borrowing made for the purpose of paying the costs of Combined Capital Expansions allocated to the District as provided herein.

“Emergency Medical Services” shall mean the prompt and efficient use and application of the Combined Plant by employees of the City to the location and treatment of Consumers within or outside of the Parties’ boundaries who have an emergency medical condition necessitating Emergency Medical Services by trained EMS personnel, including but not limited to, the driving of ambulances to the location of persons needing Emergency Medical Services, the on-site treatment and stabilization of such persons, and the prompt transport of such persons to medical facilities, primarily being the Yampa Valley Medical Center.

“Emergency Services” means, collectively, Fire Protection Services and Emergency Medical Services.

“EMS/Fire Protection Revenues” shall mean all revenues received during the term of this Agreement for Emergency Medical Services provided by the City, whether within or outside of the Parties’ boundaries, together with interest and penalties earned and accrued on the billings for such services, together with all revenues received during the term of this Agreement for Fire Protection Services provided by the City to fires on improvements or properties, whether located within or outside of the Parties’ boundaries, together with any interest and penalties charged by the City as a result of delinquent payment thereof. In addition, all payments made by Search and Rescue pursuant to the Search and Rescue/District Agreement shall be EMS/Fire Protection Revenues.

“EMS/Fire Protection Services Costing Formula” shall mean the percentage of Costs of Operation incurred by the City (not including Combined Capital Costs or the costs for City Bonds) and allocated to the Parties annually in the manner set forth in Exhibit “D” attached hereto and by this reference made a part hereof.

"Extraterritorial Service Agreement" shall mean a written agreement of the City or of the District to provide Fire Protection Services or Emergency Medical Services, or both, to property or Consumers outside of the Parties’ boundaries, other than the Wildland Fire Agreement and the Search and Rescue/District Agreement.

“Fire Protection Services” shall mean the prompt and efficient use and application of the Combined Plant by employees of the City for the abatement and suppression of fires, emergency extrication and rescue, and hazardous materials services within or outside of the Parties’ boundaries.

“Oversight Committee” shall mean the advisory committee of representatives from both Parties created pursuant to Article VIII of this Agreement.

"Search and Rescue" shall mean Routt County Search and Rescue, Inc., a Colorado non-profit corporation.

"Search and Rescue/District Agreement" shall mean the Facility Agreement between Routt County Search and Rescue and Steamboat Springs Rural Fire Protection District, executed by the District on March 2, 1998, and by Search and Rescue on November 1, 1997, and all amendments and supplements thereto as may hereafter be adopted.

"Search and Rescue Property" shall mean all real and personal property of Search and Rescue, including (but not limited to) the "tenants in common" interest in and to the Ambulance Barn and the right to use and occupy a portion of such Ambulance Barn in accordance with and all equipment of Search and Rescue located or stored at the Ambulance Barn pursuant to the Search and Rescue/District Agreement.

"Wildland Fire Agreement" shall mean the 2019 Intergovernmental Agreement Concerning the Provision of Wildland Fire Protection Services and Reimbursement of Costs between the Board of County Commissioners of Routt County, the Routt County Sheriff, the Routt County Public Works Department, the Routt County Office of Emergency Management, the City of Steamboat Springs, the Steamboat Springs Area Fire Protection District, the North Routt Fire Protection District, the West Routt Fire Protection District, the Oak Creek Fire Protection District, the Yampa Fire Protection District, and Craig Fire Rescue, and any subsequent amendments thereto.

"2009 Contract" shall mean the *Amended Contract For Services Between The Steamboat Springs Rural Fire Protection District And The City Of Steamboat Springs*, dated June 6, 2009.

ARTICLE II
Statement of Intent

It is the intention of the Parties that, under the terms of this Agreement, the City will operate, manage, maintain, alter and improve Emergency Services within the Parties' boundaries, all in conformance with City EMS/Fire Protection Regulations and District EMS/Fire Protection Regulations, and under the name and title of the City. It is further intended that Emergency Services will be furnished in the same manner within the City and the District except: (a) where such like treatment is impossible or impractical; or (b) as otherwise expressly provided in this Agreement.

The Parties acknowledge that the District is not consolidating into the City. Therefore, the District retains independent control over its reserves, property tax receipts, receipts from issuance of District bonds or other indebtedness, and to determine whether to withdraw from and terminate this Agreement. The Parties further intend that the setting of rates and the adoption of budgets and CIP's shall be a joint responsibility of the Parties. The Parties further intend that the 2009 Contract shall be superseded by this Agreement.

ARTICLE III

Transfer of Possession, Use and Control of District Capital Plant

Section 1. The District shall retain legal ownership of the District Capital Plant, but exclusive possession, use and control of such District Capital Plant shall be vested in the City, subject to the terms of this Agreement. With respect to the Ambulance Barn, the City will possess and control physical space within such Ambulance Barn in accordance with the Search and Rescue/District Agreement.

Section 2. The City shall continue to have exclusive ownership, possession, use and control of the City Capital Plant.

Section 3. The City shall manage and operate the Combined Capital Plant as a complete and single unit for the purpose of providing centralized Emergency Services to Consumers within the Parties' boundaries, and to such Consumers outside the Parties' boundaries as to which the City deems prudent, subject to the terms and conditions of this Agreement.

Section 4. The City shall operate the Combined Capital Plant under the name of the City.

ARTICLE IV

Fire Protection Services

Section 1. The City will furnish Fire Protection Services to Consumers and properties within the Parties' boundaries from the Combined Capital Plant.

Section 2. The District agrees to use Fire Protection Services supplied by the City through the Combined Capital Plant for District Consumers exclusively during the term of this Agreement, unless the Parties no longer participate in the Wildland Fire Agreement. Notwithstanding the above, the City will continue to provide Fire Protection Services to the District.

Section 3. The City will manage, operate and maintain the Fire Stations, and shall be entitled to utilize all land, building, and space within or outside of any Fire Station for such Fire Protection Services purposes. Such Fire Stations shall not, however, be used for purposes other than Fire Protection Services or Emergency Medical Services.

ARTICLE V

Emergency Medical Services

Section 1. The City will furnish Emergency Medical Services to Consumers within the Parties' boundaries from the Combined Capital Plant.

Section 2. The City will manage, operate and maintain the Ambulance Barn (other than the Search and Rescue Property) pursuant to the Search and Rescue/District Agreement, and shall be entitled to

utilize all space within the Ambulance Barn allocated to the District pursuant to the Search and Rescue/District Agreement, for such Emergency Medical Services purposes. However, notwithstanding the preceding sentence, the District reserves without cost the board room and one office on the second floor of the Ambulance Barn, and sleeping quarters for Emergency Services personnel, with full right of access thereto. Further, the City will cooperate in good faith with Search and Rescue with respect to adjustments to the allocated space within the Ambulance Barn used from time to time by Search and Rescue. The City assumes and agrees to perform the obligations of the District under the Search and Rescue/District Agreement, as Costs of Operation.

Section 3. During the term of this Agreement, the City suspends the application of the condition contained in Exhibit "B" to the Quit Claim Deed recorded in Book 680, Page 2372, Routt County records. The City agrees that the District's reservation of space in the Ambulance Barn under Section 2 above will constitute use by the District of the Ambulance Barn during this Agreement, so that title to the Ambulance Barn shall not revert to the City during the Term of this Agreement.

ARTICLE VI
General Covenants Regarding Emergency Services

Section 1. The Parties recognize that the City's ability to provide Emergency Services within or outside the Parties' boundaries may be restricted under laws, regulations or orders of the Federal or State authorities. If so restricted, such restrictions shall be applied uniformly to all Consumers within or outside the Parties' boundaries.

Section 2. Except for the Wildland Fire Agreement, the Search and Rescue/District Agreement, the 2009 Contract, and any mutual aid agreements with other agencies, neither Party has entered into Extraterritorial Service Agreements with property owners, entities or agencies outside of its boundaries. The City assumes and agrees to perform during the term of this Agreement, for and on behalf of the District, the Search and Rescue/District Agreement and the Wildland Fire Agreement. The City shall assume and agrees to perform, for and on behalf of the District and as agent for the District and as a part of Costs of Operation, such portions of such Wildland Fire Agreement as are applicable to the District. If the City determines, in its discretion, to terminate the participation and obligation of the City in the Wildland Fire Agreement, then the City shall promptly notify the District of such fact and, contemporaneously with termination of such participation by the City, the District shall also terminate the District's participation and obligation of the District in the Wildland Fire Agreement. Each Party agrees not to enter into or amend any new Extraterritorial Service Agreement for the provision of Fire Protection Services or Emergency Medical Services outside of its boundaries without the prior consent of the other Party, which consent may be withheld in the sole discretion of such other Party.

Section 3. The Parties acknowledge that, in order to promote efficiency, reduce expenses, and preserve the health, safety and welfare of the public, the Combined Capital Plant within the City should be managed, operated and maintained in strict conformity with the City EMS/Fire Protection Services Regulations and the Combined Capital Plant within the District should be managed,

operated and maintained in strict conformity with the District EMS/Fire Protection Services Regulations, subject to Section 7 of Article VIII below. Therefore, the Board of Directors of the District (“District Board”) hereby delegates to the City the authority and power and responsibilities specified, delegated, and assigned to the Manager of the District pursuant to the District EMS/Fire Protection Services Regulations, as hereafter may be amended, as a Cost of Operation. The District agrees to cooperate with and assist the City in the enforcement of the District EMS/Fire Protection Services Regulations within the District.

Section 4. The City will comply with applicable Federal and State law in the furnishing of Emergency Services to Consumers within and outside the Parties’ boundaries and shall also comply with the provisions of the City EMS/Fire Protection Services Regulations and the District EMS/Fire Protection Services Regulations not in conflict therewith, subject to Section 7 of Article VIII.

Section 5. The City may adopt any protective or security measures for the public health, safety, and welfare, which the City deems advisable or desirable for the benefit of the Consumers of the City, in any manner that the City may see fit. The District Board may adopt any protective or security measures with respect to the provision of Emergency Services which the District Board deems advisable or desirable for the benefit of the Consumers of the District, in any manner that the District Board may see fit, provided, however, that each such measure shall first have been approved by the Oversight Committee. The Oversight Committee may recommend to the District that additions to or changes of the District EMS/Fire Protection Regulations be made in order that regulations relating to Emergency Services within the District be compatible with those within the City, in which event the District Board will in good faith consider the adoption of such additions or changes.

Section 6. The Parties agree to coordinate from time-to-time their adoption of updates to or replacements for the International Fire Code with such local amendments as the Parties deem appropriate (“Fire Code”). Enforcement of the approved Fire Code within the District will be performed by the City.

ARTICLE VII

Further Obligations and Responsibilities of the Parties

Section 1. Any enlargement of the District boundaries by the inclusion of real property shall be subject to the prior approval of the City, as evidenced by Resolution adopted by the City Council. Notwithstanding the foregoing, inclusions into the District of property constituting enclaves and totally surrounded by the District shall not require any prior approval of the City. All property included into the District, and all Consumers therein, shall be subject to the terms of this Agreement. Any fee or charge imposed and collected by the District for inclusion of lands into the District or exclusion of lands from the District shall be District Separate Revenues and shall not be deemed to be part of the EMS/Fire Protection Revenues.

Section 2. Any petition for the enlargement of the City boundary by the annexation of real property which is within the District shall be referred to the District Board at least 14 days prior to

consideration and action by the City Planning Commission and at least 30 days prior to consideration and action by the City Council thereon. The District may provide written recommendations to the City in regard to such petition. All properties annexed into the City, and all Consumers thereon, shall be subject to the terms of this Agreement.

Section 3. The District agrees to exclude any property within the District which is annexed into the City unless there is a bonded indebtedness of the District, which indebtedness requires that the property remain in the District to provide security for repayment of the debt. Notwithstanding the foregoing, the District covenants to exclude the property annexed into the City at such time as the bonded indebtedness is paid off and the lien against the property is extinguished, pursuant to C.R.S. 32-1-502 and 503.

Section 4. If property within the District is annexed into the City and remains within the District, and if thereafter the City shall provide Fire Protection Services or Emergency Medical Services to persons or property located within such property, then for purposes of the allocations of costs and cost sharing formulae contained in this Agreement, such services shall conclusively be deemed to have been rendered within the District and the City, and shall be allocated 50% to the District, and 50% to the City.

Section 5. The Parties acknowledge that the District does not require the City to provide Fire Protection Services or Emergency Medical Services to persons or property located outside the Parties' boundaries, and if the City shall choose to do so in any instance, the cost and expense thereof should not be allocated to the District. Therefore, if the City shall provide Fire Protection Services or Emergency Medical Services to persons or property located outside of both the Parties' boundaries, then for purposes of the allocations of costs and cost sharing formulae contained in this Agreement, such services shall conclusively be deemed to have been rendered within the City's boundaries, and shall be allocated to the City.

ARTICLE VIII Oversight Committee

Section 1. The Parties hereby establish the Oversight Committee which shall consist of the following members:

- (a) One member of the City Council, designated by the City Council;
- (b) Two members of the District Board, designated by such Board; and
- (c) The City Manager of the City, or the City Manager' designee.

Each member of the Oversight Committee serves thereon at the pleasure of the District Board or Council which designated him or her, and may at any time be replaced by resolution of the designating District Board or Council, respectively. Any vacancy on such Oversight Committee shall be filled by the Party entitled to designate the vacant member.

Section 2. The Oversight Committee shall have authority to formulate and recommend policy relating to the Combined Capital Plant or any matter provided for in this Agreement, including any amendments to this Agreement, and to advise and counsel the District Board and the City Council, but the Oversight Committee has no power or authority to finalize any such policy or matter or take any action which would be or become, with the passage of time, binding upon either Party. Instead, the Oversight Committee shall only advise and counsel the City Council and the District Board, and provide from time to time its recommendations to the District Board and to the City Council.

Section 3. The Oversight Committee shall have no authority to hire or fire the Director of Public Safety, the Fire Chief, the Manager of Emergency Medical Services, or any other employee of the City, or to set the employment terms or supervision of any of them, all of which are reserved to the discretion of the City.

Section 4. The Oversight Committee shall elect on an annual basis a president, who shall be either a member of the City Council or a District Board member, and shall be elected by majority vote of members of the Oversight Committee. The term of such president shall be for one year and for so long thereafter until his or her successor is elected and shall be qualified. The Oversight Committee may, by affirmative majority vote, also elect or appoint a member of the Oversight Committee or another member of either Party to serve as the secretary to the Oversight Committee for such period as the Oversight Committee deems appropriate.

Section 5. The Oversight Committee shall meet from time to time but not less frequently than once every 3 months. Notice by telephone or e-mail of the time, date and place of each meeting of the Oversight Committee shall be given at least 24 hours in advance of such meeting by the president or secretary of the Oversight Committee to the City Manager and to the office of the District Board, and shall be posted in writing at a public place within the District. Meetings of the Oversight Committee shall be open to attendance by the public pursuant to the Colorado Open Meetings Law, C.R.S. §§ 24-6-401 et seq.

Section 6. No member of the Oversight Committee shall be compensated separately for his or her services as a member of the Oversight Committee.

Section 7. If any provision of the District EMS/Fire Protection Services Regulations is inconsistent with or in conflict with any provision of the City EMS/Fire Protection Services Regulations as applied to any circumstance or occurrence or present or proposed course of conduct by the City or the Oversight Committee, then the Oversight Committee may recommend an appropriate course of conduct for the District or City, in light of such inconsistency or conflict, but such recommendation shall not be binding upon either Party. If requested to do so by the Oversight Committee, the City Council or the District Board shall consider amending their applicable Regulations to eliminate such conflict or inconsistency, but nothing herein shall be deemed to require either Party to adopt any such amendment.

ARTICLE IX
Manager and Personnel

Section 1. The City shall be responsible for the efficient and proper operation, management, repair, remodel, additions and changes to, deletions and disposition of, and maintenance of the Combined Capital Plant, provided that the City may not add to, change, delete, or dispose of the Ambulance Barn without the prior consent of the District and the Search and Rescue.

Section 2. The City Manager shall hire and terminate all other employees of the City whose job descriptions include performance of Fire Protection Services or Emergency Medical Services or other services ancillary thereto, shall determine the job description of each such employee, and shall set the terms and conditions of employment, subject to constraints and provisions of the budget of the Emergency Services enterprises of the City.

Section 3. In the event of a vacancy in the Fire Chief position, the City shall have the responsibility of filling the position. The District shall be represented in the screening of applicants and interview process by at least one District Board member, with the final hiring decision resting solely within the discretion of the City Manager.

ARTICLE X
Management, Maintenance and Operation

Section 1. The City agrees to operate and to provide all maintenance and repairs to the Combined Capital Plant, including the Ambulance Barn.

Section 2. During the term of this Agreement and for the purposes of performing the City's obligations hereunder, the District hereby grants and conveys to the City, as agent of the District, the right and non-exclusive licenses to utilize all property, easements, licenses, permits, prescriptive rights, and contracts owned by the District for access to or for operation, maintenance, inspection, use and repair of the District Capital Plant and the Ambulance Barn, and the right and license to enter upon and have access over and through all lands and properties of the District for such purposes.

ARTICLE XI
Retention of Debt; District Separate Revenues

Section 1. Except as herein set forth, each Party shall remain obligated to pay and discharge its bonded debt and other borrowings made prior the execution of this Agreement with respect to the Combined Capital Plant. The City does not assume and shall have no liability to pay any bonds or indebtedness of the District, and the District does not assume and shall have no liability to pay any bonds or indebtedness of the City.

Section 2. The District will retain and use for any lawful purposes the District Separate Revenues.

ARTICLE XII

CIP; Additions to Combined Capital Plant; Combined Capital Costs

Section 1. Ownership of the assets within the District Capital Plant shall during the term of this Agreement remain with the District, subject to the right and responsibility of the City to use, possess, improve, maintain, repair and operate such assets (other than the Search and Rescue Property) pursuant to this Agreement. Ownership of the assets within the City Capital Plant shall during the term of this Agreement remain with the City. Ownership of Capital Plant Expansion is governed by Sections 5 and 6 of this Article XII.

Section 2. By August 1, 2021, and in similar manner every year thereafter, the City Manager shall prepare and submit to the Oversight Committee the CIP for the ensuing 5-year period, and shall provide such proposed CIP to the District Board. Each such CIP shall add the capital improvement plan with proposed Combined Capital Costs thereof for the new 5th year of such revised CIP, and shall contain any appropriate modifications of the previous CIP with proposed Combined Capital Costs for the ensuing other four years. Each such CIP shall include a narrative portion describing in summary fashion the proposed components and location of such Combined Capital Expansions, and shall also include a pro forma budget summary setting forth on an annual basis the anticipated Combined Capital Costs and the allocation thereof between the Parties pursuant to the provisions of this Article XII during such 5-year period. Each such CIP will be reviewed by the Oversight Committee, which may recommend to the City Council and the District Board such changes or additions thereto as the Oversight Committee deems necessary or appropriate. After such review by the Oversight Committee, but not later than September 1, the CIP and any recommendations of the Oversight Committee will be forwarded to the District Board and City Council. The City Council and the District Board will consult in good faith and with due diligence regarding the CIP and the recommendations of the Oversight Committee with respect thereto, and will make all reasonable efforts to achieve agreement on the form and content of the final CIP by not later than the following November 1. Such CIP is not binding upon either Party until and unless approved in identical form by ordinance of the City Council and resolution of the District Board. No additions to, alterations in, or structural modification of the Ambulance Barn shall be made by the City without the prior consent of the District and Search and Rescue.

Section 3. Any Combined Capital Expansion proposed by the City and not included within or in conformance with the approved CIP shall first be approved by the City Council by a supplemental budget appropriation and the District Board by resolution.

Section 4. Notwithstanding a CIP, the City may upon written notice to the District acquire, construct, or obtain equipment, vehicles, fixtures, or property used or to be used to provide Emergency Medical Services or Fire Protection Services which are not scheduled on the CIP and

which is or will be paid for entirely by the City from its funds separate and apart from EMS/Fire Protection Services Revenues and Combined Capital Costs. In such event such expenditure and such acquisition or construction by the City shall not be deemed to be part of the Combined Capital Expansion, the expense thereof shall not be deemed to be Combined Capital Costs, the District shall have no responsibility, direct or indirect, for the costs of such acquisition or construction, and the expense of repair, maintenance, or alteration thereof shall not be part of Costs of Operation. The City reserves at all times the right, power and authority to acquire or construct such equipment, vehicles, fixtures, or property independent from the District and with separate City funds, provided that the City shall not expend EMS/Fire Protection Services Revenues or any Combined Capital Costs in doing so.

Section 5. In the event any asset in the Combined Capital Plant is replaced, remodeled, renovated or altered by the City, such asset nevertheless shall remain owned by the Party owning the same at the outset of this Agreement, subject to the possession and use rights of the City hereunder. In the event any asset is replaced by the City, whether by a similar or different asset, such replacement shall likewise be owned by the owner of the asset which was replaced. In the event an asset is sold or disposed of by the City in order to replace a similar asset, the net consideration from such sale or disposition shall apply entirely towards the cost of the newly acquired asset, with credit to the Party originally owning the asset for the new purchase as applicable. In the event an asset is sold or disposed of by the City and not replaced, the net consideration from such sale or disposition shall become a part of the reserves of the Party which owned such asset prior to its sale or disposition, and if part of the District's reserves, shall be paid over by the City to the District. In order to assist the accounting by the District for any changes in the District Capital Plant during this Agreement, the City will notify the District annually of the sale or disposition by the City in the preceding year of any assets of the District which were a part of the Combined Capital Plant, or the acquisition by the City of any new District Capital Plant or any new Combined Capital Plant allocated to the District.

Section 6. Each real and personal property asset acquired by the Parties and becoming part of the Combined Capital Expansion shall be owned by both Parties, as tenants in common, and the ownership interest thereof in the District (the "District's Ownership Interest") shall be determined as of the time of acquisition to be (i) the District EMS/Fire Protection Services Costing Formula percentage for the applicable 6-month period during which such asset is acquired, or (ii) 33.33%, whichever is greater, regardless of the location or titling of such asset. To simplify and facilitate the administration by the City, personal property acquired by the Parties and becoming part of the Combined Capital Expansion may be titled in the City's name only. Real property acquired by the Parties and becoming part of the Combined Capital Expansion shall be titled in the name of both Parties as tenants in common.

Section 7. The District shall reimburse semi-annually on March 1 and September 1 to the City the District's allocated share of the Combined Capital Costs of Combined Capital Expansions incurred by the City pursuant to the current approved CIP during the preceding 6 months. The City shall provide upon execution of this Agreement and semi-annually on February 1 and August 1 of each year during the term of this Agreement an accounting of (i) the Combined Capital Costs of

Combined Capital Expansions incurred by the City pursuant to the current approved CIP during the preceding January 1-June 30 or July 1-December 31 semi-annual period, as applicable, including itemization of such Costs and description of the property acquired, improved, or changed during such 6-month period, and (ii) any expenditures of the City pursuant to Section 4 above, including the amount of such expenditures and the property thereby acquired or changed. The District shall have no responsibility to reimburse the City for any cost or expense which was not included in the approved CIP. The District's allocated share of Combined Capital Costs shall be determined to be (i) the District EMS/Fire Protection Services Costing Formula for the applicable 6-month period, or (ii) 33.33%, whichever is greater. All of the Combined Capital Costs not allocated to the District shall be the responsibility and obligation of the City, without contribution from the District.

Section 8. In the event of termination of this Agreement, the additions to the Combined Capital Plant shall be appraised as of such termination date at their fair market values (which may or may not be depreciated value) by an appraiser unanimously selected within 30 days of termination by the Oversight Committee. After any notice of termination of this Agreement is given by one Party to the other, the Oversight Committee shall promptly convene and shall, with due diligence and in good faith, proceed to allocate between the Parties the ownership and possession, after the effective termination date, of the apparatus, equipment, vehicles, and movable personal property added to the Combined Capital Plant during the Term of this Agreement, based upon the appraised fair market value of such items and the ownership percentage in each such asset as between the District and the City pursuant to Section 6 of this Article XII. The allocation decisions of the Oversight Committee shall be subject to ratification and confirmation by the City Council and the District Board. In making such allocation of movable assets between the Parties, the Oversight Committee shall use its best efforts collectively to allocate to the District apparatus, vehicles and equipment, including one or more fire engines, ambulances and/or pumper trucks, to the end that the District will own one or more apparatus and vehicles which it may use in the commencement of Emergency Services within the District after the effective termination date. All personal property additions acquired by the City as part of Combined Capital Costs funded by the Parties during this Agreement shall upon acquisition be deemed Combined Capital Expansion, and upon termination of this Agreement shall be subject to the allocation provisions of this Section 8. Upon termination of this Agreement, all new or acquired fixtures to real property and all land or real property interests acquired as Combined Capital Costs and by this Agreement deemed to be Combined Capital Expansion, shall be appraised as of such termination date at its fair market value for its highest and best use by an appraiser unanimously selected within 30 days of termination by the Oversight Committee, and the City shall within 90 days after such termination arrange to pay to the District the District's Ownership Interest of the appraised value of each such new or acquired fixture or real property interest.

ARTICLE XIII

Rates for Charges; Financial Matters

Section 1. Neither Party shall ever discriminate against the District's Consumers with respect to the uniform application of rates and the charges for Emergency Services provided by the City within the City or within the District. The rates and charges for Emergency Services shall be uniform and

applied without discrimination or differentiation between the City's Consumers and the District's Consumers.

Section 2. The rates, fees, and charges for Emergency Services shall be set, determined, and amended in the following manner: The City Manager shall prepare periodically and submit to the Oversight Committee a proposed schedule of rates, fees, and charges for Emergency Services. The Oversight Committee will review such proposed schedule and make such recommended changes thereto as are deemed reasonable and necessary by the Oversight Committee. Thereafter, the Oversight Committee shall refer such schedule, along with its recommendations, to the City Council and the District Board. Such schedule shall become in full force and effect within and outside of the City upon the approval thereof by resolution of the City Council and the District Board. If more than 12 months has passed since the last joint approval of a schedule of rates, fees and charges, the City shall be entitled unilaterally to increase such rates, fees and charges every 12 months by the increase in the cost of living for U.S. Bureau of Labor Statistics' Denver-Aurora-Lakewood Consumer Price Index for All Urban Consumers (CPI-U).

Section 3. The City shall allocate to the District a share of the net Costs of Operation of the Emergency Services of the City, such share for any quarterly period to be (i) the Costs of Operation of the City for such quarterly period, less the EMS/Fire Protection Revenues received by the City during such quarterly period, times (ii) the District EMS/Fire Protection Services Costing Formula for such quarterly period. The City shall bill the District for such allocation on a quarterly basis, and the District shall pay such billing to the City within 30 days of receipt thereof. During such 30-day period, the City shall cooperate fully with the District and its directors, employees, and agents, in verifying and confirming the accuracy of the Costs of Operation, the EMS/Fire Protection Revenues, and the application of the District EMS/Fire Protection Services Costing Formula, and the District directors, employees, and agents shall have access to the books and records of the City with respect to Costs of Operation and EMS/Fire Protection Revenues for purposes of such verification. If the District does not agree with the calculations or billing of the City to the District, the District shall nevertheless pay such billing at the end of such 30-day period, but such payment shall not be a waiver of the right of the District to exercise all remedies available at law or in equity to recover any amounts wrongfully, erroneously, or incorrectly paid to the City.

Section 4. All of the Costs of Operation of the Emergency Services of the City not allocated to the District pursuant to Section 3 of this Article XIII shall be the sole and exclusive cost and expense of the City, without right of contribution from the District.

Section 5. The District may during the term of this Agreement borrow money, including by issuance of the District's new revenue or general obligation bonds, for the purpose of paying for the portion of the Combined Capital Costs allocated to the District. Such part of the proceeds of any such bond issue which the District desires to be expended to pay the Combined Capital Costs allocated to the District shall be paid to and deposited with the City as and when the District is required to pay such District share pursuant to the provisions of Section 7 of Article XII above. Such District bond issue shall be deemed to be a part of the District Bonds and the proceeds of such

issue shall be paid to the District. The City may during the term of this Agreement borrow money, including by issuance of the City's new revenue or general obligation bonds, for the purpose of paying for the portion of the Combined Capital Costs allocated to the City and/or for the acquisition of real property to be used in connection with Fire Protection Services and/or Emergency Medical Services by the City. All of the proceeds of any such bond issue received by the City shall be deposited with the City, and such City bond issue shall thereafter be deemed to be a part of the City Bonds. Neither Party is compelled or obligated by this Agreement to issue any bonds or borrow any funds, such decision in each instance being reserved completely and respectively in the District Board and the City Council, as applicable. Payment of principal and interest on existing and new bonds is not a Cost of Operation or Combined Capital Costs.

Section 6. The District does hereby make and constitute the City as the agent of the District to collect from the District's Consumers the City charges for Emergency Medical Services rendered to the District's Consumers. The City shall be entitled, as agent of the District, to exercise all rights, privileges and remedies which are granted and permitted to the City or to the District under the District EMS/Fire Protection Services Regulations for collection and enforcement of collection of such fees and charges outside of the City.

Section 7. The District at the present time imposes annually a mill levy (i) for operations of the District, and (ii) for capital acquisitions of the District. The District shall continue to impose its mill levy for operations and may, in its discretion, obtain consent of its electors for increases in such mill levies and for issuance of new bonds for payment of costs required to be paid by the District pursuant to this Agreement.

ARTICLE XIV Budgets and Audits; Reserves

Section 1. The City need not segregate any of its receipts or revenues, from whatever source, but may commingle the same, subject to the limitations of Article XIII above.

Section 2. The City presently has funds in reserves with respect to its provision of Emergency Services. The District presently has funds in reserves with respect to its provision of Emergency Services. The amount of reserves of each Party shall remain the sole and separate property of such Party, and need not be paid over to the other Party.

Section 3. The City Manager shall prepare annually and submit to the Oversight Committee a proposed operating budget of revenues and expenditures for the Emergency Services of the City for the ensuing calendar year. The Oversight Committee will review such proposed operating budget and refer such budget, along with its recommendations, to the City Council and the District Board by not later than September 30 of each year. The operating budget of the City for Emergency Services of the City for the ensuing calendar year shall be (a) the operating budget approved by the City Council and the District Board, with such modifications as may be approved by the City Council and District Board, or (b) 105% of the most recent calendar year operating budget last approved by the

City Council and the District Board, or the maximum amount permitted under TABOR, whichever is lower. In the absence of agreement by the City Council and the District Board, the City shall adopt an operating budget equal to 105% of the most recent operating budget for the City approved by both Parties or the maximum amount permitted under TABOR, whichever is lower, and the City shall operate on the basis of such budget for the ensuing calendar year.

Section 4. Each Party will notify the other in writing at least 30 days in advance of any final consideration by either the District Board or the City Council of amendments or supplements to approved budgets which will or may, with the passage of time, adversely affect the reserves or tangible assets of the other Party, or the performance by the other Party under this Agreement. Such notification will include the proposed budget amendments or supplements and a brief description of the possible adverse effect of each on or to the other Party. The other Party will be afforded a reasonable opportunity to present its recommendations or objections to the governing board of the Party proposing such amendment or supplement.

Section 5. The District shall provide to the City the annual audit report of the District within 30 calendar days of it being approved by the District Board.

ARTICLE XV
Term and Termination

This Agreement shall commence on the date established in the approval actions of the City Council and District Board, or as soon as the City Council and District Board both approve the Agreement (“Effective Date”), and shall be automatically renewed for consecutive 2-year rolling periods thereafter unless either Party shall give written notice to the other before July 1 of any year of the election of such Party to terminate this Agreement, in which event this Agreement shall terminate at 11:30 p.m. on December 31 of the year after the year in which such notice was given. The election to terminate this Agreement must be approved by a majority of all the members of the City Council or District Board, as applicable. An election to terminate by the City must be by resolution of the City Council. An election to terminate by the District must be by resolution of the District Board. Termination by the City, upon action of the City Council, or termination by the District, upon action by the District Board, may be for any reason, or without reason, in the sole and independent discretion and authority of the District or City, respectively. The Parties recognize, however, that failure to maintain financial soundness or quality of services may result in termination of this Agreement. In the event of termination of this Agreement, the Parties will take all acts reasonably necessary and appropriate to accomplish such termination and to implement the delivery, transfer, and restoration to the District of the District Capital Plant and the portion of the Combined Capital Expansion allocated to the District by mutual agreement of the Parties as provided in Section 6 of Article XII above.

ARTICLE XVI

Default; Negotiation; Attorney's Fees

In the event of a default by either Party hereunder, the Party asserting default shall give written notice to the other Party. Thereafter within 30 days of such notice, the City Council and the District Board shall meet and negotiate in good faith and with due diligence to resolve such assertion of default. If, notwithstanding such negotiation, either Party declares in writing to the other that impasse has occurred in such negotiations, then thereafter the non-defaulting Party shall be entitled to exercise all remedies permitted at law or in equity, and shall be entitled to terminate this Agreement effective immediately upon notice of such termination. In the event of any litigation between the Parties with respect to this Agreement, each Party shall be responsible for all of its costs and expenses of such litigation, including reasonable attorney's fees, and the prevailing Party shall not be entitled to an award of its costs and expenses of such litigation, including reasonable attorney's fees.

ARTICLE XVII

Miscellaneous

Section 1. Notice to the District required or permitted hereunder shall be in writing and shall be deemed given if sent by ordinary mail, postage prepaid, or by FAX transmission, to the Board of Directors, Steamboat Springs Area Fire Protection District, c/o Pinnacle Consulting Group, 550 W. Eisenhower Blvd, Loveland, Colorado 80537. Notice to the City required or permitted hereunder shall be in writing and shall be deemed given if sent by ordinary mail, postage prepaid, or by FAX transmission, to the City Manager, City Hall, 137 10th Street, P.O. Box 775088, Steamboat Springs, Colorado 80477-5088. Either Party may change its mailing or FAX address by notice given in the manner set forth in the preceding sentences.

Section 2. No officer, official or agent of the District has the power to amend, modify or alter this Agreement or waive any of its conditions or to bind the District by making any promise or representation not contained herein.

Section 3. This Agreement shall not be assigned or transferred by either Party. This Agreement may be amended only by a written document approved by resolution of the City Council and Resolution of the District Board. The foregoing notwithstanding, Exhibit "B" may be amended from time to time by agreement of the Parties' administrative staff to account for the sales, purchase, exchange, or retirement of vehicles and other personal property.

Section 4. The properly authorized officers, agents and representatives of the District shall at all times have free access to the Combined Capital Plant for the purposes of inspection and for purposes of operation, maintenance and repair in the event of an emergency or failure of the City to do so.

Section 5. Each Party will lawfully and properly adopt appropriate amendments to its Regulations necessary to fulfill all obligations contained in this Agreement.

Section 6. The City shall at all times during this Agreement maintain comprehensive general public liability insurance coverage with respect to the Combined Capital Plant and the City’s Emergency Services operations, and shall name the District as an additional insured, in such amounts and with such insurers as are approved by the Oversight Committee. In addition, the City shall maintain at its cost comprehensive “all-risks” property casualty insurance on the Combined Capital Plant, for the replacement cost thereof, and shall name the District as an additional insured. The premium costs of such policies are a Cost of Operations. Copies of such policies shall be provided to the District Board upon request to the City Manager. Each Party shall carry and maintain such other appropriate insurance as may reasonably be determined by such Party with respect to the subject matter of this Agreement, but such premium costs shall not be Costs of Operations.

Section 7. The Article headings are descriptive only and neither amplify nor limit the substantive material of this Agreement.

Section 8. The failure to enforce or the waiver of any specific requirements of this Agreement by either Party shall not be construed as a general waiver of the Agreement or any provisions herein, nor shall such action estop either Party from subsequently enforcing this Agreement according to the terms hereof.

Section 9. If any part of this Agreement is determined to be invalid by a court of competent jurisdiction, the remaining portions of this Agreement shall remain in full force and effect, and the Parties shall attempt to amend this Agreement to carry out the intent of the invalid provision as closely as possible and in accordance with applicable law.

Section 10. This Agreement supersedes and replaces the 2009 Contract as of the Effective Date of this Agreement.

Section 11. The approval of this Agreement and the authority of the officials of the District to execute this Agreement is evidenced by a resolution passed by the District Board at a duly noticed meeting of the District Board held on the _____ day of _____.

Section 12. The ratification and approval of this Agreement and the authority of the officials of the City to execute this Agreement is evidenced by an ordinance duly passed on second reading by the City Council of the City at a regular meeting of said City Council duly held on the _____ day of _____.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed and their respective corporate or municipal seals to be affixed and attested to by their duly authorized representative on the respective dates set forth below, and this Agreement shall be fully effective from and after the Effective Date.

CITY OF STEAMBOAT SPRINGS

Date: _____
City Council President

By: _____

ATTEST:

Julie Franklin, City Clerk

STEAMBOAT SPRINGS AREA FIRE PROTECTION DISTRICT

Date: _____

DocuSigned by:
Eric Schmidt
By: _____
97516D02C29F47F...
President

ATTEST:
DocuSigned by:
Randall Hannaway

G3F992228B304ED...
Secretary

EXHIBIT "A"

INITIAL CIP APPROVED BY CITY AND DISTRICT

Year	Item*		Cost	Payment	length	Year	Budget	District %	City %
2000	Fire Engine	Replacement of 1974 Mack	\$371,000	\$64,944	7 year (2007)	2000	\$64,944	20% in 2001	80% in 2001
2001	100 Ft Ladder	Replacement of 1979 Sutphen	\$840,000		7 year (2008)				
2001	Ambulance	Replacement of 1986 Wheeled Coach Ambulance	\$92,000	\$92,000	Full payment	2001			
2002	Mnt Station	Addition	\$689,044	\$56,170	20 year (2022)	2002	Annual payments	33%	67%
2004	WildLand Fire Pumper	Replace 1972 Brush Truck	\$218,800		7 year (2010)	2003		33%	67%
2004	Fire Engine	new	\$450,925		7 year (2004)	2004		33%	67%
2004	Tender (water Truck)	new	\$145,860						
2004	Tender (water Truck)	Replace 1984 Peterbilt Tender	\$145,860						
2004	75ft Ladder	Replace 1984 sutphen-ladder/pumper	\$820,470		7 year (2004)	2004		33%	67%
2004	South Station	Station to serve Rabbit Ears, south and east of town	\$1,200,000		20 year (2025)				
2005	Tender (water Truck)	New	\$153,150						
2005	Fire Engine	New	\$473,500						
2005	Ambulance	New	\$112,000	\$112,000	Full payment	2005		33%	67%
Total Capital 2001-2005			\$5,712,609		Total Capital 2002-2005		\$4,409,609	33%	67%

Note: does not include land acquisition or New Public Safety Building planned for 2005

EXHIBIT "B"

CITY CAPITAL PLANT DESCRIPTION AND LISTING

❖ Building and equipment located at 840 Yampa Avenue, Steamboat Springs, CO

❖ Apparatus as noted:

1. 1985 Chevrolet Brush Truck
2. 1994 KME Fire Engine
3. 1988 GMC Rescue
4. 1984 Peterbilt Water Tender
5. 1979 Sutphen Ladder Truck
6. 1976 Chevrolet Water Rescue Truck

❖ Building and equipment located at 2600 Pine Grove Road, Steamboat Springs, CO

❖ Apparatus as noted:

1. 1984 Sutphen Ladder Truck
2. 1974 Mack Fire Engine
3. 1976 Chevrolet Brush truck

EXHIBIT "C"

DISTRICT CAPITAL PLANT DESCRIPTION AND LISTING

- ❖ Building and equipment located at 911 Yampa Avenue, Steamboat Springs, CO

- ❖ Three ambulances with equipment
 1. 1997 Osage Type III Ambulance
 2. 1995 Wheeled Coach Type III Ambulance
 3. 1986 Wheeled Coach Type III Ambulance

EXHIBIT "D"**DISTRICT EMS/FIRE PROTECTION SERVICES COSTING FORMULA**
(3 pages including this page)

The following terms apply:

- ❖ For operating expenses, the District and City shares will be calculated as shown below. Assessed Valuation will be based on the most current figures, call volume will be averaged over the past three years for the Call Impact formula.
- ❖ For Capital Expenses, the District's share will be the operating expenses share or 33%, whichever is greater. The City's share will be the difference between the District's share and 100%.
- ❖ The Cost sharing formula will become effective as of January 1, 2002.
- ❖ The Costing formula will be up-dated annually on March 1st.
- ❖ Operating costs will be paid twice annually based on actual costs incurred and totaled for the period January 1-June 30 and July 1 through December 31 and determined by the most current calculated costing formula at the end of each period.

EMS & Fire Service Costing Formula --		Assessed Valuation % (per below)	+	Call Impact % (per below)	÷ 2 =	Service Cost
City %		71.97%		75.4%		73.7%
District		28.03%		24.6%		26.3%

Assessed Valuation %

(See following pages for call impact formulas)

Assessed Valuation		ISO	Percentage		Impact		AV Financial Impact
(millions \$)					(Aviso		
City	\$267	6	100%		1602		71.97%
District	\$78	6	50%		234		
	\$78	10	50%		390		28.03%

NOTE: Call Volume in Table is based on 1999 data.

ZONE 1				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	23	19	2185
Ambulance	2	51	288	29376
Other	4	31	12	1488
Rescue	4	52	16	3328
Structure Fire	5	40	14	2800
Total Call Impact				39177

ZONE 2				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	25	8	1000
Ambulance	2	39	46	3588
Other	4	41	4	656
Rescue	4	49	2	392
Structure Fire	5	57	4	1140
Total Call Impact				6776

ZONE 3				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	18	6	540
Ambulance	2	46	57	5244
Other	4	49	15	2940
Rescue	4	19	6	456
Structure Fire	5	31	3	465
Total Call Impact				9645

ZONE 4				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	25	73	9125
Ambulance	2	53	288	30528
Other	4	49	15	2940
Rescue	4	42	14	2352
Structure Fire	5	39	13	2535
Total Call Impact				47480

ZONE 5				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	0	0	0
Ambulance	2	41	70	5740
Other	4	44	3	528
Rescue	4	35	9	1260
Structure Fire	5	75	2	750
Total Call Impact				8278

ZONE 6				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	22	3	330
Ambulance	2	83	1	166
Other	4	12	1	48
Rescue	4	0	0	0
Structure Fire	5	63	2	630
Total Call Impact				1174

Total City Call Value = 112530

**Total City
Call Value**
% = **75.40%**

Note: Zone 7-10 are areas in the District.

ZONE 7				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	38	7	1330
Ambulance	2	51	46	4692
Other	4	38	1	152
Rescue	4	122	15	7320
Structure Fire	5	44	3	660
Total Call Impact				14154

ZONE 8				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	28	5	700
Ambulance	2	57	29	3306
Other	4	34	3	408
Rescue	4	47	12	2256
Structure Fire	5	72	4	1440
Total Call Impact				8110

ZONE 9				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	34	3	510
Ambulance	2	76	21	3192
Other	4	29	1	116
Rescue	4	32	3	384
Structure Fire	5	23	1	115
Total Call Impact				4317

ZONE 10				
Event	Value	Ave. Minutes	CALLS	Total
False Alarms	5	0	0	0
Ambulance	2	74	33	4884
Other	4	0	0	0
Rescue	4	80	14	4480
Structure Fire	5	77	2	770
Total Call Impact				10134

Total District Call Value = 36715

Total District Call Value % = 24.60%

NOTE: Value of events are fixed and can only be changed by amendment agreed to and adopted by both parties.

