

RESOLUTION NO. 222 - 22

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES BETWEEN THE COLORADO CENTRE METROPOLITAN DISTRICT AND THE CITY OF COLORADO SPRINGS

WHEREAS, The City Council finds that participation in the Intergovernmental Agreement to provide fire protection services through the Colorado Springs Fire Department to the Colorado Centre Metropolitan District is in the best interest of the City;

WHEREAS, The Intergovernmental Agreement supports the City's strategic goals relating to building community and collaborative relationships and by excelling at City services through enhanced Colorado Springs Fire Department's response times to newly annexed City areas and to supporting the region's citizens living in the District's response area; and

WHEREAS, The Intergovernmental Agreement to provide fire protection services between to the Colorado Centre Metropolitan District and the City of Colorado Springs, is attached and made part of this resolution as Exhibit A.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

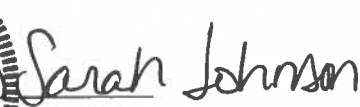
Section 1. The City Council now adopts this resolution approving the Restated Intergovernmental Agreement attached hereto as Exhibit "A."

Section 2. The City Council further authorizes the Mayor to execute the Intergovernmental Agreement to provide fire protection services.



Council President

ATTEST:

Sarah B. Johnson, City Clerk


Sarah Johnson




EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES

INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES

THIS INTERGOVERNMENTAL AGREEMENT TO PROVIDE FIRE PROTECTION SERVICES ("Agreement") is made and entered into by and between the COLORADO CENTRE METROPOLITAN DISTRICT, a political subdivision of the State of Colorado (hereinafter "District" or "CCMD"), and the CITY OF COLORADO SPRINGS, Colorado, a home rule city and Colorado municipal corporation (hereinafter "City"), by and through the Colorado Springs Fire Department ("CSFD"). Both the City and the District shall be referred to collectively herein as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, the District and the City currently maintain and equip high quality fire departments, providing comprehensive fire suppression, fire prevention, review and inspection services, emergency medical services, emergency hazardous substances response services and other services incidental to the protection of persons and property in their respective communities; and

WHEREAS, the District is bordered by the City, and the fire departments for the District and the City have a history of working in close harmony on matters of mutual concern, such as through Mutual Aid agreements providing for extraterritorial fire suppression aid; and

WHEREAS, the District and the City could enjoy greater efficiencies and economies of scale, while preserving the high level of fire service each Party currently provides its citizens, if the City assumed primary responsibility for provision of fire suppression and certain other fire-related services to the residents and visitors within the jurisdictional boundaries of the District; and

WHEREAS, intergovernmental agreements to provide functions or services, including the sharing of costs of such services or functions, are specifically authorized by Section 29-1-203, C.R.S., and the City Charter; and

WHEREAS, the District, through the Board of Directors for the District, and the City, through the Mayor and the City Council of the City, have determined that it is in the best interest of the public that each Party enters into this Agreement by which the City will provide certain fire suppression and certain other fire-related services to the District, subject to and conditioned upon the terms, conditions, payments and other consideration set forth herein; and

WHEREAS, the District currently owns and operates a fire station with two contracted fire fighters per 24 hour shift, three hundred and sixty five (365) days per year; and

WHEREAS, the District owns and maintains a 2007 fire engine and a 2017 brush fire truck, and a fully operational fire station that can sleep and lodge two firefighters at one time; and

WHEREAS, the District has a primary service contract with the CSFD that expires in 2038, for which it paid by purchasing a fire engine for the CSFD; and

WHEREAS, the District currently has an ISO rating of 2 for its service territory; and

WHEREAS, as of August 2, 2022, this unincorporated area of the District represents approximately 9% or 374 acres of the total area within the District of 4,176 acres, and the remainder approximately 91% or 3,802 acres has been annexed by the City; and

WHEREAS, as of August 2, 2022, the unincorporated service area of the District includes 1,125 built-out single-family homes, the Widefield School District 3's bus barn, the Widefield School District 3's Training Center, three office buildings occupied by the Harris3 corporation, a vacant 19 acre un-platted parcel, and two vacant platted private parcels (5 acre and 27 acre approximately); and

WHEREAS, as of August 2, 2022, the CSFD's service area within the CCMD area currently contains several large structures, such as the International Auto Auction, Inc., Advance Concrete, two US Army Reserve Center training facilities, a Colorado Springs Utilities (CSU) facility (under construction) and the Colorado Centre Metropolitan District ("CCMD") Fire Station. There are several miles of roadways including the major arterials to include Marksheffel Road, Bradley Road, Drennan Road, Foreign Trade Zone Boulevard, Aerospace Blvd., and Horizonview Drive; and

WHEREAS, as of August 2, 2022, Bradley Heights and Meadoworks are two large residential developments within the City that are either being constructed or in the process of approval; in addition, there are a two commercial projects in the process of approval; and

WHEREAS, the District currently has an intergovernmental agreement dated November 29, 2018 with the City and CSU for the provision of interim water and waste water service to City customers in the District and that, under said agreement, all interim customers of the District pay a monthly Fire and Emergency Response fee to the District which will cease upon the termination of the aforementioned intergovernmental agreement in approximately 2025; and

WHEREAS, the District is interested in improving the fire and emergency services to its unincorporated service area in El Paso County ("County"); and

WHEREAS, the City presently desires that the CSFD operates a full fire station in the District;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises and covenants contained in this Agreement, the District and the City agree as follows:

AGREEMENT

1. **PURPOSE:** The purpose of this Agreement is to set forth the responsibilities of the City and the District with respect to the provision of fire suppression services and other fire-related services, to include but not be limited to emergency medical services, by the CSFD to visitors and residents of the District and within the jurisdictional boundaries of the District, (including any areas within the District's boundaries which have not been annexed by the City) as expressly provided herein (collectively, the "Fire Services"). This Agreement also sets forth the Parties' obligations to one another with respect to E-911 communications; personnel; property, including but not limited to use of any District fire station subject to a lease or owned by the District; and invoicing from the City and procedures for payment of such invoices by the District. This Agreement is not intended to establish, and does not establish, a separate governmental entity for the performance of any function.

2. **TERM & TERMINATION:**

2.1 **Term:** The Agreement shall commence on January 1, 2024 (the "Effective Date"), and continue thereafter until 11:59 PM on the 31st day of December 2042, unless earlier terminated as provided herein (the "Term"). Any lease of fire stations or other property, as provided in Section 10 below, shall be for the same Term, (including any extension to such Term). The Agreement may be extended for an additional ten (10) year period, subject to amendments as may be mutually negotiated by the Parties following the process for extension of the Term set forth in Section 2.4 of this Agreement.

2.2 Termination for Convenience: Either Party may terminate this Agreement without cause at any time by giving the other Party one (1) year written advance notice of termination. Any notice of termination for convenience will state the date of the termination. Upon termination or expiration of the Agreement, if not renewed, all assets that are the subject of this Agreement, including stations, apparatus, and equipment, along with any leasehold which is also the subject of this Agreement, will revert to the Party owning such asset immediately prior to the commencement of the Agreement. The reverted assets, both real property and personal property, will be returned in "as is" condition at the end of the termination period; provided however, that vehicles and other fire-fighting equipment will be in operable and in good working condition, normal wear and tear excepted. Any and all pending insurance claims and benefits on the real estate and personal property will be assigned to the party whom the real property and personal property is to revert.

2.3 Should CCMD terminate this Agreement for convenience within the initial five (5) years of the Agreement then CCMD will reimburse the City for the actual costs and expenses incurred in the renovation of the CCMD Fire Station. The reimbursement cost will be determined from the cost proportionate to the jurisdictional boundaries (see Exhibit A) of the areas currently served by the CSFD (91%). The reimbursement costs owed by CCMD will be reduced each year after year 1 by twenty (20) percent. The reimbursement costs will be calculated as set for in the table below:

Year	CSFD Percentage	Yearly Percentage Reduction
1	91.0	0%
2	72.8	20%
3	58.24	20%
4	46.59	20%
5	37.27	20%

2.4 Termination for Default: Either Party may terminate this Agreement in the event that the other Party defaults or breaches, on its part, in the performance or fulfillment of one or more material term(s), promise(s), or condition(s) of this Agreement ("Default") and fails to cure or resolve the Default to the satisfaction of the non-defaulting Party, within ninety (90) days following delivery of written notice from the non-defaulting Party specifying the Default and the date on which the right to terminate the Agreement will be exercised. If such Default is not cured within such ninety (90) day period the non-defaulting Party may terminate the Agreement. If the Default is a failure of the District to appropriate or make available funds or make a payment as prescribed in Section 11 below, the cure period shall be thirty (30) days from the date of written notice from the City.

2.5 Extension of Term: The Term of the Agreement may be extended for one (1) additional ten (10) year period upon mutual agreement by the Parties, provided that notice of intent to extend shall first be provided, in writing, by at least one Party to the other, not later than one (1) calendar year in advance of the end of the Term, and that the Parties thereafter mutually agree to the extension, with any amendments they may agree to, not later than one hundred twenty (120) days prior to the commencement date of the extended Term.

2.6 Activity Reporting: The City/CSFD will provide quarterly reports to the District regarding emergency response activity, expenditures, and anticipated/expected needs.

3. FIRE SUPPRESSION:

3.1 The District currently operates and maintains a single two-person engine company and a brush fire truck out of the CCMD Station, located at 4770 Horizonview Drive, Colorado Springs, Colorado 80925.

3.2 As of the Effective Date of this Agreement, the CCMD Station will be known as "CSFD Station 25" and new signage shall be placed upon that facility. The signage at the facility, which CSFD will lease from the District, will retain signage identifying the fire station as CCMD and/or Colorado Centre Metropolitan District property in addition to the City's signage as "CSFD Station 25."

3.3 The City agrees to initially staff CSFD Station 25 with a Type I engine company and cross-staff a Type 6 Brush apparatus. The District and the City agree that CSFD personnel will provide fire suppression services within the jurisdictional boundaries (see Exhibit A) of the District during the Term of this Agreement. The District and the City agree that CSFD will provide the same level of fire suppression services to the unincorporated areas of the District as it provides within the City.

3.4 The District is not currently located completely within the municipal boundaries of the City; consequently, areas of the District within the unincorporated portion of the County may be subject to duly adopted County fire codes and other laws or regulations of general applicability in the unincorporated areas of County.

4. EMERGENCY MEDICAL SERVICES: The City will provide, by separate contract or by other means, emergency medical services within the jurisdictional boundaries of the District. The City will provide the same level of ambulance coverage for the District as provided for by the City's response zones through the City's Emergency Ambulance Services Contract, as well as provide the oversight and management of that contract without additional costs to the District.

5. FIRE PREVENTION: The City agrees to perform fire prevention services, to the same extent CSFD provides such services throughout the City. The City periodically adopts the International Fire Code, as amended by City Code.

6. ARSON AND FIRE INVESTIGATION: The City will provide the District all "origin and cause" fire investigation services in the District, consistent with its investigative practices and procedures within the City.

7. EMERGENCY NOTIFICATION AND DISPATCH SERVICES: The City through its participation in the El Paso-Teller County E-911 Authority with the County will provide for dispatch services for all emergency 9-1-1 ("E-911") calls. E-911 calls for fire and emergency medical-related matters will be handled through the CAD-to-CAD transfer of information or through other agreed upon transfer methods between the County and the City dispatch services.

8. DISTRICT PERSONNEL:

8.1 The District will not transfer any employees for employment with the City or CSFD, except for the District's up to three (3) contractors who may be acting as Fire Captains for the District, when the term commences in 2024 who are experienced with all fire protection and emergency services rendered by the District, and who can provide useful services to the CSFD in a seamless transition and thereafter to the City and the fire station. The City will hire these full-time contractors as probationary, at-will employees of the CSFD subject to their successful completion of a background check as required by CSFD, to include drug tests, polygraph, and psychological testing, verification of CSFD lateral entry firefighter minimum qualifications, a current and valid Candidate Physical Ability Test (CPAT), and medical approval as provided herein. Subject to successful completion of the background check and other requirements of this Section 8 and their probationary, at-will status, the new CSFD employees will be assigned to work at CSFD Station

25 for at least one year at CSFD ranks and pay grades consistent with their experience and qualifications. At the end of the one-year period, the individuals will be eligible to bid into other locations within the CSFD in accordance with CSFD's policies and procedures. Rank designation upon employment with the City will be at the sole discretion of the CSFD Fire Chief.

8.2 The probationary period for all transferring personnel shall be one (1) year from the date of initial employment with the City. Probationary employees of the City are at-will employees. At-will employment means the City or the employee may end the employment relationship at any time for any reason, with or without notice or cause. Each transferring employee during their employment with the City will maintain all physical and medical requirements as required by the policies and procedures of the City and CSFD.

8.3 Prior to the Effective Date and prior to performing any duties as an employee of the City, transferring personnel accepted for employment by the City must successfully complete a CSFD training process/orientation, the components of which are within the sole discretion of CSFD.

8.4 Upon employment by the City, transferring personnel are required to comply with the City Charter, the City Code, City ordinances and resolutions, City personnel policies and procedures, and CSFD policies and procedures, as applicable.

8.5 Nothing in this Section 8 shall be construed to create any vested or contractual rights for an current District personnel who may be employed by the City.

9. EQUIPMENT AND ROLLING STOCK:

9.1 Pursuant to the 2018 Intergovernmental Agreement between the Parties, the District purchased a new fire engine (currently CSFD Engine #11) and donated it to CSFD. CSFD will assign CSFD Engine #11 to CSFD Fire Station 25. In addition, the District agrees to lease the District's current fire engine and its brush fire truck now in use at the CCMD Station at no cost to CSFD. The District's fire engine and brush truck will remain the property of the District unless and until ownership of the fire engine and/or the brush truck are conveyed to the City by the District. In consideration for the right to operate the fire engine and the brush truck during the Term of this Agreement, the CSFD fleet maintenance staff will provide routine service and maintenance on the fire engine and the brush truck. To the extent not covered by insurance as provided in this paragraph and in paragraph 10.2, each Party will be responsible for their own vehicles in respect to the costs associated with any major vehicle repairs (beyond routine service and maintenance) or to the replacement vehicles that have exceeded their useful life. The City, at its expense, will insure the fire engine, brush truck, equipment and rolling stock, as described in Exhibit B, at its replacement cost and name the District as an additional insured. During any period of time when the fire engine, brush truck, equipment and rolling stock equipment are non-operable, the City will assign other comparable equipment to CSFD Fire Station 25.

9.2 The District grants to the City all of the District's right in and to the use of all of the other rolling stock and attached equipment listed on Exhibit B for first-line fire suppression purposes. Any equipment not listed on Exhibit B that is currently owned by the District may, in the District's sole discretion and at the District's expense, be kept, maintained, sold, or donated by the District with the proceeds of any sale of the equipment to be invested according to the District's investment policies.

9.3 Subject to the provisions of paragraph 2.2, upon termination of this Agreement, the City agrees to return the rolling stock and all other equipment to the District in "as is" condition. The City will not be responsible for any depreciation in value for rolling stock or equipment returned by the City at the termination of this Agreement.

9.4 Any other District apparatus or vehicles not specifically identified in this Agreement shall remain the property of and in the possession and under the control of the District.

10. FIRE STATION FACILITIES:

10.1 Lease: The District hereby leases to the City during the Term of this Agreement the existing fire station located at 4770 Horizonview Drive, Colorado Springs, Colorado 80925, to be known as CSFD Station 25. The leased property ("Property") includes the entirety of the real property and facilities located at 4770 Horizonview Drive, Colorado Springs, Colorado 80925 also known as tax schedule number 55102-00-003. The Property also includes all equipment, fixtures, furnishings, and equipment owned by the District located at the Property, not used by the District in its administrative operations as a Metropolitan District.

10.2 Consideration: The lease of the Property will be at no cost to the City and is part of the consideration, in addition to the payments by the District specified in Section 11 below, for the City's provision of Fire Services and other services under this Agreement. The CSFD will cover the costs of utilities, snow removal, building repairs, and reasonable maintenance and upkeep of the facility and real property, grounds, parking lot, roof, HVAC, electrical, irrigation, trash removal, and other operational and administrative costs incurred in the provision of Fire Services under this Agreement. The City will provide and maintain at all times during the term of the Agreement liability and casualty loss/damage insurance sufficient to replace and repair the real and personal property leased by the City (including vehicles).

10.3 Uses: The uses of the Property by the City shall be as a fire station and for such other purposes appropriate for the performance of Fire Services under this Agreement. The City shall be responsible for the operation and maintenance of the Property. CCMD will cancel any utilities or other facility operational contracts associated with the Property and the City will enter into all necessary facility operational contracts once CSFD occupies the Property.

10.4 Renovation and Expansion: The lease of the Property will be in the current as-is condition of the CCMD Station as of the Agreement's Effective Date. Any of the initial capital expense for renovation and/or expansion required or requested by the CSFD to bring the premises to the CSFD's normal and customary operating standards now, or in the future, shall be paid by allocating the costs proportionate to the jurisdictional boundaries (see Exhibit A) of the areas currently served by the CSFD (91%) and the District (9%). These costs will include design and planning expenditures. Future capital expenses under this paragraph refer solely to those required for renovation, replacement and expansion and do not include capital expenses for repair and maintenance as required by paragraph 10.2. The City and the District will cooperate and agree upon the design and price of all renovations and replacements. The City will be responsible for contracting and overseeing the design, and construction and submitting to the District an accounting of all expenditures. The District will reimburse the City for its share as required herein. The Parties will commence joint planning upon execution of this Agreement and, upon mutual agreement the Parties will expend funds to commence construction and build out prior to 2024.

10.5 Definition of Capital Expense: For purposes of this Agreement a "capital expense" shall be deemed to be any expense for acquisition or replacement of any personal property or equipment, or for any repairs to same, or repairs to or replacement of any building structure, component or system, HVAC, plumbing, roof, parking lot, sidewalks, irrigation, or equipment. Capital improvements are defined by the City as projects with a relatively high monetary value (at least \$50,000), a long life, and resulting in the creation of a capital asset or significant revitalization that upgrades and extends the useful life of a capital asset.

10.6. Quiet Enjoyment: So long as the lease remains in effect, the City's possession and use of the Property will not be disturbed by the District or anyone claiming on behalf of or through the District except expressly provided by the Parties in this Agreement or in a separate agreement to which the City is a party.

10.7 Expiration or Termination: This lease for the Property will remain in effect only as long as this Agreement is in effect. Upon expiration or termination of the Agreement the City will remove City owned equipment, rolling stock, and other personal property within fifteen (15) days of said expiration or termination and will vacate the Property within the same timeframe.

10.8 In the event CCMD decides to sell or transfer ownership of the CCMD Fire Station, for any reason, the City will have the first right of refusal to purchase the Property at a fair market value as determined by an independent appraisal mutually agreed upon by the Parties. The cost of the independent appraisal will be paid for equally by the Parties.

10.9 In the event the entire CCMD district service area is annexed by the City, the City will reimburse CCMD the fair market value of the Fire Station as determined by an independent appraisal mutually agreed upon by the Parties. The cost of the independent appraisal will be paid for equally by the Parties.

10.10 Casualty, Damage or Loss of real Property: If the real property is damaged, destroyed or suffers a casualty loss rendering the real property and the Fires Station inoperable, the CSFD will repair or rebuild facility to the same condition as prior to the damage, destruction, or loss. If the CSFD is unable to operate from the real property because of such loss, the CSFD will continue to provide services to the District as required herein. If for some reason, CSFD fails to continue services under this agreement to the District, the District will be entitled to suspend its annual payments and to a credit for any pre-paid annual expenses for the period CSFD fails to provide services.

11. Payments by the District: The District shall pay a service fee to the City for the City's services under this Agreement, commencing in 2024 (First Year of the Term of this Agreement).

11.1 The District will for the first and second year of the Term, pay the City an annual Service Fee ("Service Fee") of \$500,000.00. The Service Fee shall be adjusted for the 3rd year and every two years thereafter based upon the Denver-Aurora-Lakewood Consumer Price Index. The Service Fee shall be paid on a semi-annual basis, with the first payment being due by January 15 and the second payment being made by July 15 of each year this Agreement is in effect. CSFD shall invoice the District twice annually on the dates specified. If payment is not received within thirty (30) days of its due date, the City may, in its sole and absolute discretion, upon thirty (30) days' notice, terminate this Agreement.

11.2 The Parties acknowledge that the District Board of Directors cannot delegate to the City its duties to appropriate funds and levy District taxes annually in an amount sufficient to satisfy the requirements of all District operations within the limits set by law, including the services provided pursuant to this Agreement (if not terminated for any reason), along with the reasonable and necessary District administrative budgetary needs as are identified at least annually by the District Board of Directors. The District is not required, and this Agreement shall not be construed to require, that the District's entire operating budget, including all monies collected by the levying of the District's tax, along with refunds and abatements, be paid to the City. The District Board of Directors reserves the right to budget a reasonable sustainability/capital repair and replacement fund which shall be invested and saved according to the District's investment policy for use to make any necessary capital repairs replacement or upgrade, along with reasonable and necessary administrative costs and expenses included in the District budget.

11.3 The Parties agree to hold an annual meeting, or meet more frequently as necessary, to provide financial reporting, adjust the percentages of unincorporated and annexed property, and other information. These terms may be mutually renegotiated by the Parties as necessary any time during the

term of the Agreement. By entering into this Agreement, the City does not assume, and shall not be responsible for, any financial or other liabilities that may currently exist as of the Effective Date or which may hereafter arise, whether known or unknown, with respect to the District.

12. **LIABILITY:** Each Party agrees to be responsible for its own liability incurred as a result of its participation in this Agreement. In the event any claim is litigated, each party will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to the City or the District by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et. seq.* and Article XI of the Colorado Constitution.

13. **NOTICES:** Any notice, demand or request pursuant to this Agreement shall be mailed or faxed to the parties at the following addresses:

For City:
Colorado Springs Fire Department
Attn: Fire Chief
375 Printers Parkway
Colorado Springs, CO 80910

With a copy to:
City Attorney's Office
30 S. Nevada, Suite 501
Colorado Springs, CO 80903

For District:

Colorado Centre Metropolitan District
Attn: Chairperson - Board of Directors and District Manager
New District Address To Be Determined
Colorado Springs, CO 80925

14. **APPROPRIATION OF FUNDS:**

14.1 This Agreement is expressly made subject to the limitations of the Colorado Constitution and Section 7-60 of the Charter of the City of Colorado Springs. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Colorado Springs, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after the year of execution, in the event the budget or other means of appropriation for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure (i) shall act to terminate this Agreement at such time as the then-existing and available appropriations are depleted, and (ii) neither such failure nor termination shall constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City. As used herein, the term "appropriation" shall mean and include the due adoption of an appropriation ordinance and budget and the approval of a Budget Detail Report (Resource Allocations) which contains an allocation of sufficient funds for the performance of fiscal obligations arising under this Agreement.

14.2 Likewise, in accordance with the Colorado Constitution, Article X, Section 20, performance of the District's obligations under the Agreement is expressly subject to the annual appropriation of sufficient

funds therefore by the District Board of Directors. In the event that funds are not appropriated in whole or in part sufficient for performance of the District's obligations under this Agreement, then the District Board of Director's may terminate this Agreement, to be and become effective as of January 1 of the year for which funds are not appropriated, without additional compensation to the City except as provided herein.

15. **FORCE MAJEURE:** Neither Party hereto shall be liable to the other for any failure, delay, or interruption in performing its obligations under this Agreement due to causes or conditions beyond its reasonable control, or if such performance would be prohibited or limited by any federal, state, or local law, rule, regulations order or directive.

16. **LOCAL CONCERN:** The Parties agree and acknowledge that the activities contained in this Agreement are matters of local concern only, and that the Parties have mutually joined together for the performance of the matters of local concern, and that nothing in this Agreement shall be construed as making any of the local concerns covered herein matters of mixed concern or statewide concern.

17. **ANNEXATION:** Nothing in this Agreement shall be construed as any consent to, commitment or step towards annexation of the District into the City of Colorado Springs by either Party, or any affirmative determination against such action which may be initiated by the City in the future. Any annexation of the jurisdictional boundaries of the District shall occur only after action by and consent of the City Council, its public officials and staff.

18. **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed and construed in accordance with the laws of the State of Colorado (without reference to conflicts of laws) and to the extent necessary to recognize the legal organization of the City, the CSFD, the Colorado Springs City Charter, City Code, City ordinances and resolutions, the legal organization of the District, District resolutions and City and District rules and regulations. In the event of any dispute over the terms and conditions of this Agreement, the District Court for El Paso County, Colorado shall have exclusive venue and jurisdiction over any legal claim brought by a Party to enforce the terms of this Agreement.

19. **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any performance by either of the Parties hereunder constitute or be construed to be a waiver by such Party of any breach of covenant or condition or any default which may then exist on the part of the other Party; and no assent, expressed or implied to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

20. **EXAMINATION OF RECORDS:** The District and the City agree that any duly authorized representative of each agency, including but not limited to the City Auditor or his or her representative, will, during the term of this agreement and until the expiration of three (3) years after the final termination of this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of the other, involving transactions related to this Agreement.

21. **ASSIGNMENT:** The Parties are not obligated or liable under this Agreement to any party other than the signatories hereto. Each Party understands and agrees that it shall not assign or subcontract with respect to any of its rights, benefits, obligations or duties under this Agreement except upon prior written consent and approval of the other Party, which consent or approval may be withheld in the absolute discretion of such other Party; and in the event any such assignment or subcontracting shall occur, such action shall not be construed to create any contractual relationship between any Party and such assignee or subcontractor, and the assigning or subcontracting party shall remain fully responsible to the other Party according to the terms of this Agreement.

22. PARAGRAPH HEADINGS: The captions and headings set forth herein are for convenience of reference only and shall not be construed to define or limit the terms and provisions hereof.

23. NO THIRD-PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties named herein, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the Parties that any person or entity other than the Parties named herein receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

24. SEVERABILITY: It is understood and agreed by the Parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Colorado or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

25. AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement is intended as the complete integration of all understandings between the Parties as to the subject matter of this Agreement, expressly superseding any and all prior agreements pertaining to provision of services by one Party within the other Party's jurisdiction. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment or other Agreement properly executed by the Parties. This Agreement and any amendments shall be binding upon the Parties, their successors and assigns.

26. LEGAL AUTHORITY: The Parties assure and guarantee that they possess the legal authority pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of each of the respective Parties, does hereby warrant and guarantee that he/she or they have been fully authorized by such Party to execute this Agreement on behalf of such Party and to validly and legally bind such Party to all the terms, performance and provisions herein set forth.

27. TERMINATION OF 2018 AGREEMENT: Upon execution of this agreement by the Parties, the 2018 IGA AGREEMENT, DATED 29 November 2018, shall terminate and the Parties shall be relieved of all liability, duties, responsibilities and rights as stated in said agreement. Notwithstanding any provision contained herein to the contrary, upon termination of this agreement dated __ November, 2022, for convenience by CSFD or by CCMD as a result of a breach by CSFD, CSFD will return to CCMD the 2018 fire engine purchased by CCMD and donated to the CSFD by CCMD under the 2018 agreement.

28. EXPANSION OF FIRE SERVICES BY CSFD: CSFD agrees that it will not establish any new or additional fire station within the District's jurisdictional boundaries without the consent of the District.

29. The City will record the Agreement with the El Paso County Clerk and Recorder's Office upon final execution of the Agreement by the Parties.

For the City of Colorado Springs, Colorado:

John W. Suthers, Mayor

Date

Attestation :

Approved as to Legal Form :

Sarah B. Johnson, City Clerk

Frederick Stein, Senior City Attorney

For the Colorado Centre Metropolitan District

(Insert Name)

Date

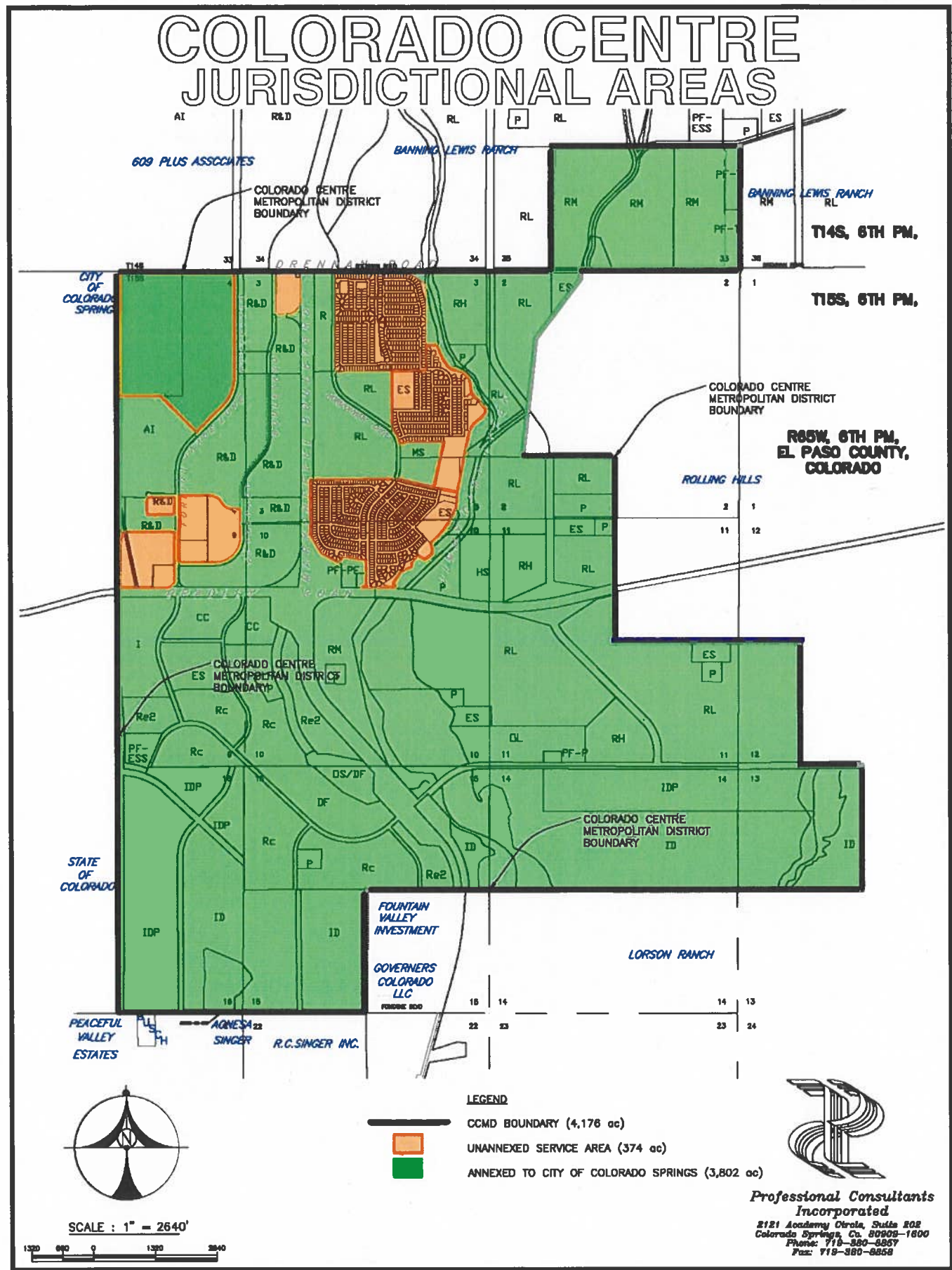
Attestation:

Approved as to Legal Form:




(Insert Name)

(Insert Name)

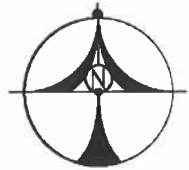
COLORADO CENTRE JURISDICTIONAL AREAS



FOUNTAIN VALLEY INVESTMENT
GOVERNORS COLORADO LLC
FORBIC 800

- LEGEND**
-  CCMD BOUNDARY (4,176 ac)
 -  UNANNEXED SERVICE AREA (374 ac)
 -  ANNEXED TO CITY OF COLORADO SPRINGS (3,802 ac)

Professional Consultants Incorporated
2121 Academy Drive, Suite 202
Colorado Springs, Co. 80908-1800
Phone: 719-590-8857
Fax: 719-590-8858



SCALE : 1" = 2640'
1320 0 1320 2640

EXHIBIT B

CCMD Fire Department – Rolling Stock
Property Inventory List – October 2022

Checked	LOCATION	ITEM	QTY	Notes
	Bay #1 - Cab	2014 Fire Truck 3410	1	
	Bay #1 - Cab	2020 ERG Book	1	
	Bay #1 - Cab	Container of Misc. Fuses	Box	
	Bay #1 - Cab	Assortment Gloves	3	
	Bay #1 - Cab	Handheld flashlights	2	
	Bay #1 - Cab	Road Puck Lights	4	
	Bay #1 - Cab	ROSC-U Kit	1	
	Bay #1 - Cab	SCBA Packs	2	
	Bay #1 - Cab	SCBA Spare Bottle	2	
	Bay #1 - Cab	SCBA Masks	2	
	BAY #1 - Eng	Tool Box	1	
	BAY #1 - Eng	DeWalt Drill	1	
	BAY #1 - Eng	DeWalt Impact	1	
	BAY #1 - Eng	Stanley Spot Lamp	1	
	BAY #1 - Eng	Driver Bit Set	1	
	BAY #1 - Eng	Socket / Wrench Set	1	
	BAY #1 - Eng	Hose Strap	4	
	BAY #1 - Eng	Como Nozzles	3	
	BAY #1 - Eng	Double Male	2	
	BAY #1 - Eng	Double Female	1	
	BAY #1 - Eng	Four Inch Adapter	1	
	BAY #1 - Eng	Celler Nozzle	1	
	BAY #1 - Eng	Gated Y	2	
	BAY #1 - Eng	Plug N Dyke	1	
	BAY #1 - Eng	Hose Jacket	1	
	BAY #1 - Eng	WD40	1	
	BAY #1 - Eng	5' Supply Hose	25'	
	BAY #1 - Eng	Road Triangle	1	
	BAY #1	Refrigerator 18CuFt Frigidaire	1	
	Top Left	Rubber Mallet	1	
	Top Left	Snake Clamp	1	
	Top Left	Halligan Tool	1	
	Top Left	Flat Head Axe	1	
	Top Left	Pick Head Axe	1	
	Top Left	Inflatable Wedge	1	
	Top Left	Lock Pick Wedges	5	
	Top Left	Slimbo Lock Tool	2	
	Top Left	Headset	1	
	Top Left	Smooth Bore Nozzle	1	
	Top Left	Pump Chart	1	
	Top Left	Caution Tape	1	
	Top Left	Booster Manual Crank	1	
	Top Left	Wheel Chock	2	
	Top Left	Prybar	1	
	Top Left	Truckmans Axe	1	
	Top Left	Swift Water Bag	2	
	Top Left	Denver Tool	1	
	Top Left	Large Bolt Cutter	1	
	Top Right	SCBA Packs	2	
	Top Right	SCBA Mask	2	

CCMD Fire Department – Rolling Stock
Property Inventory List – October 2022

	Top Right	SCBA Spare bottle	2	
	Bottom Rear	Box of Cribbing	1	
	Bottom Rear	Traffic Cones		
	Bottom Rear	Petro Pads		
	Bottom Rear	Extension Cords	2	
	Bottom Rear	Box Fan	1	
	Rear Tail	Bucket Floor Sweep	1	
	Rear Tail	Spinal Mattress	1	
	Rear Tail	Handheld Broom	3	
	Rear Tail	Shovel	3	
	Rear Tail	Spine Bag		
	Rear Tail	Backboard	2	
	Bottom Rear	TNT Tool	1	
	Bottom Rear	Sawzall	1	
	Bottom Rear	TNT Battery	4	
	Bottom Rear	Traffic Cone	3	
	Medical	Med Bag		
	Medical	O2 Bag		
	Medical	Suction Unit	1	
	Medical	Spare O2 Bottle	1	
	Medical	Pet CPR Mask	1	
	Medical	Water Can Extinguisher	1	
	Medical	CO2 Extinguisher	1	
	Medical	ABC Extinguisher	1	
	Spine Bag	Tape	2	
	Spine Bag	C Collar	2	
	Spine Bag	Spider Strap	2	
	Oxygen Bag	Bottle and Regulator	1	
	Oxygen Bag	AED	1	
	Oxygen Bag	BVM	3	
	Oxygen Bag	OPA & NPA		
	Oxygen Bag	I-gel		
	Oxygen Bag	Nasal Cannula	3	
	Oxygen Bag	Non Rebreather Mask	3	
	Oxygen Bag	Pulse Oximetry	1	
	Medical Bag	IV Bag	1	
	Medical Bag	Alarm Info Bag	1	
	Medical Bag	Stethoscope	1	
	Medical Bag	BP Cuffs	3	
	Medical Bag	Battery BP Cuff	1	
	Medical Bag	Emmis Bag	3	
	Medical Bag	Emergency Blanket	1	
	Medical Bag	Thermometer	1	
	Medical Bag	BGL Kit	1	
	Medical Bag	Pulse Oximetry	1	
	Medical Bag	Ring Cutter	1	
	Medical Bag	Pen Light	1	
	Medical Bag	Neb Kit	1	
	Medical Bag	Albuterol	1	
	Medical Bag	10% glucose	1	
	Medical Bag	Narcan	1	
	Medical Bag	Aspirin	bttl	
	Medical Bag	Epi	1	

CCMD Fire Department – Rolling Stock
Property Inventory List – October 2022

	Medical Bag	Oral Glucose	1	
	Medical Bag	Hot Pack	2	
	Medical Bag	Cold Pack	2	
	Medical Bag	Band-Aids	Pack	
	Medical Bag	Trauma Shears	1	
	Medical Bag	Sam Splint	1	
	Medical Bag	4x4 Gauze Pad	4	
	Medical Bag	Trauma Dressing	1	
	Medical Bag	Coban	1	
	Medical Bag	Curlex	1	
	Medical Bag	Tape	1	
	Medical Bag	OB kit	1	
	Medical Bag	Tourniquet	1	
	Bay #3	2017 Dodge Brush Truck	1	
	Bay #3	Driver Side Front		Contents: 1 Wildland helmet, Nomex jump suits (XL, L, M), 1 Pair Gloves, 1 Hot shield, 1 Safety vest. 1 set stacked 1.5" appliances, 1 combo 1.5 Nozzle, 1 Forestry 1.5" Nozzle, 1 Gated Y 1.5"
	Bay #3	Driver Side Rear		1Hose clamp, 1Bolt cutters, 1 Hydrant wrench, 1 Pipe wrench, 1 Hose reel crank, 1 Funnel
	Bay #3	Driver Side Top		Contents: 2 brooms, 1 Spade shovel, 1 Combi tool, 1 Pulaski tool
	Bay #3	Officer Side Front		Contents: 1 Wildland helmet, Nomex jump suits (XL, L), 1 Pair Gloves, 1 Hot shield,
	Bay #3	Officer Side Rear		Contents: 1 Wildland helmet, Nomex jump suits (XL, L), 1 Pair Gloves, 1 Hot shield,
	Bay #3	Officer Side Top		Contents: 200' 1.5 Attack hose w/ Nozzle
	Bay #3	Cab		Cable, 2 head lamps, ERG, Fire line hand book, IRPG
	Bay #3	Air Compressor 30gal	1	
	Bay #3	Blue Def Diesel Conditioner	5	
	Bay #3	Extractor Model UCT030	1	Serial#: 1909014009
	Bay #3	Extractor Fluid	7	
	Bay #3	Ladder	2	
	Bay #3	Fire Hose (Sm)	10	
	Bay #3	Fire Hose (Lg)	6	